

COLLECTIVE AGREEMENT

between the

**LAKES DISTRICT MAINTENANCE INC.
(Contract Area 20)**

and the

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

Effective from September 1, 2021 to August 31, 2029

TABLE OF CONTENTS

DEFINITIONS.....1

ARTICLE 1 - PREAMBLE2

 1.1 Purpose of Agreement..... 2

 1.2 Future Legislation 2

 1.3 Conflict With Policy..... 3

 1.4 Singular and Plural/Gender 3

 1.5 Sexual Harassment 3

 1.6 Personal Harassment..... 3

 1.7 Harassment Complaint Procedures 4

 1.8 Human Rights and Employment Standards Act..... 5

ARTICLE 2 - UNION RECOGNITION AND RIGHTS5

 2.1 Bargaining Unit Defined..... 5

 2.2 Bargaining Agent Recognition 5

 2.3 Correspondence..... 5

 2.4 No Other Agreement 6

 2.5 No Discrimination for Union Activity 6

 2.6 Recognition of Stewards..... 6

 2.7 Union Bulletin Boards 6

 2.8 Union Insignia 7

 2.9 Right to Refuse to Cross Picket Lines 7

 2.10 Time Off for Union Business 7

 2.11 Union Bargaining Committee 7

 2.12 Office Use/Union Representatives 8

 2.13 Emergency Services 8

 2.14 No Interruption of Work..... 8

ARTICLE 3 - UNION SECURITY.....8

ARTICLE 4 - CHECK-OFF OF UNION DUES8

 4.1 Union Dues and Assessments 8

ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES9

ARTICLE 6 - EMPLOYER RIGHTS.....10

 6.1 Employer Recognition..... 10

 6.2 Management Performing Bargaining Unit Work..... 10

 6.3 Right to Assign Work Across Seniority Blocks and Classifications..... 10

ARTICLE 7 - EMPLOYER/UNION RELATIONS10

 7.1 Union and Employer Representation..... 10

 7.2 Technical Information..... 10

 7.3 Labour/Management Committee 10

ARTICLE 8 - GRIEVANCE PROCEDURE11

 8.1 Grievances..... 11

 8.2 Step 1..... 11

 8.3 Step 2..... 11

 8.4 Time Limit to Submit to Arbitration 11

 8.5 Policy Grievance..... 11

 8.6 Time Limits 11

8.7	Administrative Provisions.....	12
8.8	Technical Objections.....	12
8.9	Deviation from Grievance Procedure	12
ARTICLE 9 - ARBITRATION.....		12
9.1	Notification	12
9.2	Pre-Arbitration Meeting	12
9.3	Decision of the Arbitrator.....	13
9.4	Time Limit for Decision	13
9.5	Costs	13
9.6	Expedited Arbitration	13
9.7	Amending Time Limits	14
ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE		14
10.1	Burden of Proof.....	14
10.2	Right to Steward	14
10.3	Right to Grieve Other Disciplinary Action	14
10.4	Suspension or Discharge.....	14
10.5	Probationary Period.....	14
10.6	Personnel File.....	15
10.7	Abandonment of Position	15
ARTICLE 11 - SENIORITY		15
11.1	Service Seniority Defined.....	15
11.2	Seniority Lists	15
11.3	Loss of Seniority for a Regular Employee.....	16
11.4	Loss of Seniority for an Auxiliary Employee.....	16
11.5	Re-Employment	16
ARTICLE 12 - PROMOTIONS, VACANCIES AND JOB POSTINGS		16
12.1	Senior Qualified Applicant within the Seniority Block.....	16
12.2	Filling Vacancies Through Posting	17
12.3	Job Posting Information.....	17
12.4	Posting Awards	17
12.5	Interview Expenses	17
12.6	Trial Period	17
12.7	Filling of Regular Vacancies	18
12.8	Filling of Temporary Vacancies.....	18
12.9	Union Observer.....	18
ARTICLE 13 - LAYOFF AND RECALL.....		19
13.1	Role of Seniority in Layoff.....	19
13.2	Options Upon Layoff.....	19
13.3	Relocation	20
13.4	Transfer Without Posting.....	20
13.5	Temporary Assignments Within Seniority Blocks.....	21
ARTICLE 14 - HOURS OF WORK		21
14.1	Hours of Work.....	21
14.2	Work Schedules	21
14.3	Conversion of Hours	21
14.4	Rest Periods	22
14.5	Standby Provisions.....	22

14.6	Meal Periods	22
14.7	Table of Recognized Workday Lengths and Shift Patterns.....	22
14.8	Days of Rest.....	22
14.9	Split Shifts.....	22
14.10	Earned Time Off.....	23
ARTICLE 15 - SHIFTWORK.....		23
15.1	Definition of Shifts and Shift Premium Entitlements	23
15.2	Shift Premiums.....	23
15.3	Work Schedule Premiums	24
15.4	Exchange of Shifts	24
15.5	Shortfall of Annual Working Hours	24
15.6	Rotation of Shifts	24
15.7	Short Changeover Premium	24
15.8	Winter Shift for Highways Maintenance Crews.....	25
15.9	Reporting Pay.....	25
15.10	Copies of Shift Schedules to the Union.....	25
ARTICLE 16 - OVERTIME.....		25
16.1	Definitions	25
16.2	Overtime Entitlement.....	25
16.3	Sharing of Overtime.....	25
16.4	Overtime Compensation	26
16.5	Overtime for Part-Time and Auxiliary Employees	26
16.6	No Layoff to Compensate for Overtime.....	26
16.7	Right to Refuse Overtime	26
16.8	Callout Provisions.....	26
16.9	Rest Interval After Overtime	27
16.10	Method of Compensation	27
ARTICLE 17 - PAID HOLIDAYS		28
17.1	Paid Holidays.....	28
17.2	Holiday Falling on a Non-Scheduled Workday.....	28
17.3	Holiday Falling on a Scheduled Workday.....	28
17.4	Holiday Coinciding with a Day of Vacation	29
17.5	Christmas or New Year's Day Off	29
17.6	Paid Holiday Pay.....	29
17.7	Workday Scheduled on a Paid Holiday	29
17.8	Paid Holidays for Auxiliary Employees	29
ARTICLE 18 - ANNUAL VACATIONS.....		29
18.1	Annual Vacation Entitlement	29
18.2	Vacation Earnings for Partial Years	30
18.3	Vacation Scheduling.....	30
18.4	Vacation Pay.....	31
18.5	Approved Leave of Absence During Vacation	31
18.6	Vacation Carryover	31
18.7	Callback from Vacation.....	31
18.8	Vacation Leave on Retirement	32
18.9	Vacation Credits Upon Death	32

ARTICLE 19 - SHORT-TERM ILLNESS & INJURY AND LONG-TERM DISABILITY	32
ARTICLE 20 - SPECIAL AND OTHER LEAVE	32
20.1 Bereavement Leave	32
20.2 Special Leave	32
20.3 Family Illness	33
20.4 Full-Time Union or Public Duties	33
20.5 Leave for Court Appearances	33
20.6 Leave for Writing Examinations	34
20.7 Leave for Taking Courses	34
20.8 Educational Leave	34
20.9 Elections	34
20.10 General Leave	34
20.11 Leave for Medical and Dental Care	34
20.12 Maximum Leave Entitlement	35
20.13 Sick Leave Entitlement.....	35
20.14 Emergency Service Leave	35
20.15 Donor Leave	35
20.16 Other Religious Observances	35
ARTICLE 21 - MATERNITY, PARENTAL & ADOPTION LEAVE AND ENTITLEMENTS	35
21.1 Maternity Leave	35
21.2 Parental Leave.....	36
21.3 Leave without Pay.....	36
21.4 Aggregate leave	36
21.5 Return from Leave	36
21.6 Benefit Plan	37
21.7 Seniority Rights on Return to Work	37
21.8 Sick Leave Credits.....	37
21.9 Extended Child Care Leave	37
ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY	37
22.1 Statutory Compliance	37
22.2 Joint Occupational Health and Safety Committees	38
22.3 Unsafe Work Conditions.....	38
22.4 Injury Pay Provision	38
22.5 Transportation of Accident Victims.....	38
22.6 Investigation of Accidents	39
22.7 Occupational First Aid Requirements and Courses	39
22.8 Unresolved Safety Issues	40
22.9 Dangerous Goods, Special Wastes, Pesticides and Harmful Substances	40
22.10 Radio Contact or Employee Check	41
22.11 Working Alone	41
ARTICLE 23 - TECHNOLOGICAL CHANGE	41
23.1 Recognition of Technological Change	41
23.2 Notice of Technological Change	41
23.3 Waiving of Notice.....	42
23.4 Disputes Resolved.....	42

ARTICLE 24 - CONTRACTING OUT	42
ARTICLE 25 - HEALTH AND WELFARE BENEFITS	43
25.1 Basic Medical Insurance	43
25.2 Extended Health Care Plan	43
25.3 Dental Plan	43
25.4 Group Life.....	43
25.5 Doctor's Certificate of Inability to Work	44
25.6 Legislative Changes	45
25.7 Health and Welfare Plans	45
25.8 Employee Assistance Program	45
25.9 Coverage While on Layoff.....	45
25.10 Medical Examination	45
25.11 Point of Purchase Prescription Plan	45
25.12 Age 65 & Over Health and Welfare Benefits	45
ARTICLE 26 - EMPLOYEE EQUIPMENT AND CLOTHING	45
26.1 Protective Clothing	45
26.2 Safety Equipment.....	46
26.3 Lockers	46
26.4 Replacement Provisions	46
26.5 Tools	47
26.6 Comprehensive Insurance	47
ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES.....	48
27.1 Paydays.....	48
27.2 Rates of Pay.....	48
27.3 Substitution Pay	48
27.4 Rate of Pay on Reclassification or Promotion.....	49
27.5 Pay on Temporary Assignment	49
27.6 Wage Protection and Downward Reclassification of Position	49
27.7 Vehicle Allowance	49
27.8 Meal Allowances.....	50
27.9 Isolation Allowance.....	50
27.10 Abnormal Working Conditions	51
27.11 Upgrading Qualifications	52
27.12 Accommodation, Board and Lodging.....	52
27.13 Relocation Expenses	52
27.14 Retirement Allowance	52
27.15 Telephone Allowance	52
27.16 Training Allowance	53
27.17 Salary Rate Upon Employment	53
27.18 Salary Rate on Demotion.....	53
27.19 Expenses Within Headquarters Area	53
27.20 Foot Wear Allowance	54
27.21 Cost Savings.....	54
ARTICLE 28 - CLASSIFICATION SPECIFICATIONS	54
28.1 Classification Specifications.....	54
28.2 Classification and Salary Adjustments	54

ARTICLE 29 - APPRENTICESHIP PROGRAM	55
29.1 Administration and Implementation of Apprenticeship Programs	55
29.2 Apprentices Attending School as Required by the Industrial Training Authority	55
29.3 Apprentices Attending Special Training as Required by Employer	55
29.4 Apprentice Moving Expenses	55
29.5 Employment.....	55
ARTICLE 30 - TRAINING AND SERVICE CAREER POLICY.....	55
30.1 Employee Training	55
30.2 Selection for Training.....	56
30.3 On-the-Job Operator Training	56
30.4 Completion of Courses on Company Time	56
30.5 Reimbursement for Approved Courses	56
30.6 Training Away from Regular Seniority Block.....	57
30.7 Operator Training Guide.....	57
ARTICLE 31 - AUXILIARIES	57
31.1 Appointment and Conversion to Regular	57
31.2 Layoff and Recall	57
31.3 Auxiliary Displacement	59
31.4 Health and Welfare.....	59
31.5 Medical, Dental and Group Life Insurance	59
31.6 Vacation Entitlement for Auxiliary Employees	60
31.7 Application of Agreement	60
31.8 Auxiliary Wage Scale.....	60
ARTICLE 32 - PENSION PLAN	60
32.1 Establishment of a Plan	60
32.2 Definition of Eligible Employee	60
32.3 Contribution Rates.....	61
32.4 Definition of Gross Earnings	61
32.5 Remittance of Contributions	61
32.6 Late Remittance.....	61
32.7 Pension Contributions While Disabled.....	62
32.8 Discontinuance of Contributions.....	62
32.9 Statutory Compliance	62
ARTICLE 33 - GENERAL CONDITIONS	62
33.1 Point of Assembly	62
33.2 Return to Regular Point of Assembly	62
33.3 Employer Vehicle Use.....	62
33.4 Indemnity.....	63
33.5 Payroll Deductions.....	63
33.6 Copies of Agreement	63
33.7 Travel Advance.....	64
33.8 Political Activity.....	64
33.9 Work Group.....	64
33.10 Telephone Facilities	64
33.11 Students	65
ARTICLE 34 - TERM OF AGREEMENT.....	65
34.1 Duration	65

34.2	Notice to Bargain	65
34.3	Commencement of Bargaining.....	66
34.4	Change in Agreement	66
34.5	Agreement to Continue in Force.....	66
34.6	Effective Date of Agreement	66
APPENDIX 1 - Re: Short and Long-Term Disability		68
APPENDIX 2 - Re: Classifications and Rates of Pay.....		76
APPENDIX 3 - Re: Rates of Pay for Apprentices		77
APPENDIX 4 - Re: Classification Specifications.....		78
APPENDIX 5 - Re: Board, Lodging, and Relocation Expenses.....		88
APPENDIX 6 - Re: Excluded Personnel		89
APPENDIX 7 - Re: Arbitrator's Agreement.....		89
APPENDIX 8 - Re: Auxiliary and Post 65 Health Spending Account.....		89
LETTER OF INTENT 1 - Re: Suspension of Driver's Licence		90
MEMORANDUM OF UNDERSTANDING 1 - Re: Hours of Work.....		91
MEMORANDUM OF UNDERSTANDING 2		92
MEMORANDUM OF UNDERSTANDING 3 - Re: Seniority Blocks.....		92
MEMORANDUM OF UNDERSTANDING 4 - Re: Student Hire Criteria		93
MEMORANDUM OF UNDERSTANDING 5 - Re: Traffic Control Hire Criteria		93
MEMORANDUM OF UNDERSTANDING 6 - Re: Voluntary Departure Program		94
MEMORANDUM OF UNDERSTANDING 7 - Re: Successorship Continuation.....		95
MEMORANDUM OF UNDERSTANDING 8 - Re: Collective Bargaining Protocol Agreement.....		95
MEMORANDUM OF UNDERSTANDING 9.....		96
MEMORANDUM OF UNDERSTANDING 10 - Re: Special Employment Equity Program (SEEP)		96
MEMORANDUM OF UNDERSTANDING 11 - Re: Tripartite Committee.....		97
MEMORANDUM OF UNDERSTANDING 12 - Re: Term of the Next Collective Agreement		98
MEMORANDUM OF AGREEMENT 1 - Re: Joint Health and Welfare Benefits Plan.....		98
MEMORANDUM OF AGREEMENT 2 - Re: Modified Successorship.....		98
MEMORANDUM OF AGREEMENT 3 - Re: Training Proficiency for New Employees.....		101
MEMORANDUM OF AGREEMENT 4 - Re: Collective Agreement Re-Opener		101
LETTER OF UNDERSTANDING 1 - Re: Overtime Compensation		102
LETTER OF UNDERSTANDING 2 - Re: Orientation		102

DEFINITIONS

For the purpose of this agreement:

- (1) "*Bargaining unit*" means all employees of the maintenance contractor, in Contract Area 20 except those excluded by the *Act* and those mutually agreed to between the parties to this agreement.
- (2) "*Bargaining unit work*" means all work including contracting work performed by the Employer and all road and bridge maintenance work required by the Province of BC in Contract Area 20.
- (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) "*Contract Area*" means the geographic maintenance area as negotiated between the Employer and the Province of BC.
- (6) "*Day of rest*", in relation to an employee, means a day other than a holiday on which an employee is not ordinarily required to perform their duties and is a twenty-four (24) hour period immediately following the completion of a workday.
- (7) "*Demotion*" means a change from an employee's position to one (1) 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.
- (9) "*Employer*" means maintenance contractor for Contract Area 20.
- (10) "*Holiday*" means the twenty-four (24) hour period commencing at 0001 hours of a day designated as a paid holiday in this agreement.
- (11) "*Hours 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.
- (12) "*Lateral transfer*" or "*transfer*" means the movement of an employee from one (1) position to another pursuant to Article 13.6.
- (13) "*Layoff*" includes a cessation of employment or elimination of a job resulting from a reduction of the amount or work required to be done by the Employer, a reorganization, program termination, closure or other material change in organization and where, should work become available, employees will be recalled in accordance with Article 13 or 31.
- (14) "*Leave of absence with pay*" means to be absent from duty with permission and with current pay.
- (15) "*Leave of absence without pay*" means to be absent from duty with permission but without pay.
- (16) "*Point of Assembly*" means that location where an employee regularly reports for work assignments within their seniority block.
- (17) "*Probation*" means the first thirty (30) working days of employment.
- (18) "*Promotion*" means a change from an employee's position to one (1) with a higher salary level.

- (19) "*Qualified*" means that the employee meets the minimum requirements of the classification.
- (20) "*Relocation*" means the movement of an employee from one (1) seniority block or their regular point of assembly to another.
- (21) "*Resignation*" means a voluntary notice by the employee, in writing, that they are terminating their service on the date specified.
- (22) "*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.
- (23) "*Seniority block*" means that geographic area in which an employee earns and maintains seniority as per Memorandum of Understanding 3.
- (24) "*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.
- (25) "*Steward*" means the Union's representative at the local level who shall perform duties in accordance with the collective agreement and as designated by the President or staff of the Union.
- (26) "*Spouse*" includes husband, wife and common-law-spouse.
- (27) "*Termination*" is the separation of an employee for just cause.
- (28) "*Travel status*" with respect to an employee means absence of the employee from their seniority block on the Employer's business with the approval of the Employer. The parties agree that an employee who starts and finishes their shift from their regular point of assembly within the negotiated work schedule will not be entitled to travel status.
- (29) "*Union*" means the B.C. Government and Service Employees' Union.
- (30) "*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.
- (31) "*Work group*" is a crew or number of crews which work from a common point of assembly and perform work of a similar nature in a defined geographical area. Where more than one (1) work group works from a common point of assembly the work groups will be named by the Employer.
- (32) "*Work schedule*" means the roster of work hours and days, start and finish times, length of scheduled workday, shift patterns and where appropriate, averaging periods in order to meet the annual hours of work.

ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

The purpose of this agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union. Accordingly, they are determined to establish, within the framework provided by the law, an effective working relationship at all levels.

1.2 Future Legislation

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

hereto shall negotiate a mutually agreeable provision to be substituted. If mutual agreement cannot be reached, the matter may be submitted to arbitration by either party.

1.3 Conflict With Policy

In the event that there is a conflict between the contents of this agreement and any policy made by the Employer, or on behalf of the Employer, this agreement shall take precedence over the said policy. The Employer has the right to make rules provided they are not inconsistent with this agreement.

1.4 Singular and Plural/Gender

In this agreement whenever the male pronoun is used, it shall be deemed to include the female pronoun or vice versa and, likewise, whenever the singular is used, it shall be deemed to include the plural, as the context requires.

1.5 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 materials; 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 towards members of either sex.

1.6 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 know 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 picture or materials.
- (c) To constitute personal harassment, behaviour may be repeated or persistent or may be a single serious incident.
- (d) Personal harassment does not include actions occasioned through the exercising in good faith the Employer's supervisory rights and responsibilities. Examples of reasonable management action might include decisions relating to a worker's duties, workloads, deadlines, transfers, reorganizations, work instructions or feedback, work evaluation, performance management, or disciplinary actions.

1.7 Harassment Complaint Procedures

(a) A harassment complaint is not a grievance. The complainant must follow this complaint process. However, any actions taken by the Employer as a result of the complaint process may be grieved. The exercise by the Employer, in good faith, of its obligations under this process is not a basis for a grievance.

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

- (b) Complainants are encouraged to first try to informally resolve their complaint with the alleged harasser. If the complainant is satisfied with the outcome reached at this point, the complaint is resolved.
- (c) A complainant who wished to pursue an unresolved concern arising from an alleged harassment must submit a complaint in writing within (6) months of the latest alleged occurrence directly to the General Manager. Where the complaint is against the General Manager, it shall be submitted to the Board of Director or other employer designate.
- (d) If the complaint is not resolved and a formal complaint is made within the timeframes set out in 1.7(c), the Employer's designate shall investigate the complaint and shall submit a report to the General Manager in writing within fifteen (15) days of receipt of the complaint. The General Manager shall within ten (10) days of receipt of the reports give such orders as may be necessary to resolve the issue. The Union staff representative, the complainant and the respondent shall be apprised of the General Manager's resolution.
- (e) 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.
- (f) 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.
- (g) Pending determination of the complaint, the General Manager 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.
- (h) Where either party to the proceeding is not satisfied with the Employer's response under Article 1.8(e), the complaint will, within thirty (30) days of that response, be put before an arbitrator. Where no response under Article 1.8(e) is provided within sixty (60) days of the complaint being made,

the complaint will be advanced to 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) determined 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.
- (i) 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 General Manager or the Arbitrator.
- (j) 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 alternate arbitrator may be selected by mutual agreement.
- (k) Where the complaint is determined to be a frivolous, vindictive or vexatious nature, the Employer will take appropriate action which may include discipline.
- (l) This clause does not preclude an employee from filing a complaint under the *BC Human Rights Act*. However, such complaint may be deferred pending the completion of this process, where a complaint under this article has been made. A complaint of personal harassment or sexual harassment shall not form the basis of a grievance.

1.8 Human Rights and Employment Standards Act

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

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.1 Bargaining Unit Defined

- (a) The bargaining unit shall comprise all employees of the Employer except those employees in positions mutually agreed to between the parties as managerial and/or confidential exclusions or those positions excluded under the *Labour Relations Code*.
- (b) Positions excluded by this agreement shall be as described in Appendix 6 "*Excluded Personnel*".
- (c) New positions falling within the scope of the agreement shall be included in the bargaining unit.
- (d) It is agreed between the parties that for the purposes of this agreement, the Employer does not include any companies in which either the Employer or the Principals of the Employer have an interest.

2.2 Bargaining Agent Recognition

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees to whom the certification issued by the Labour Relations Board on March 8, 1994, as amended on December 20, 1988, applies with exception of those excluded under Appendix 6.

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 General Manager of the Union or their designate.

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

(c) The parties agree that a copy of any correspondence between one (1) 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 of Stewards

(a) The Employer recognizes the Union's right to appoint stewards. The Employer and Union will agree on the number of stewards, taking into account both operational and geographical consideration. The Union shall notify the Employer of such appointments, in writing. A steward shall obtain the permission of their supervisor prior to leaving their work area to attend to union duties relating to the Employer's operations. Leave for this purpose shall be with current pay and permission shall not be unreasonably withheld. On resuming their duties the steward shall notify their supervisor.

(b) The duties of a steward shall normally include:

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

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

2.7 Union Bulletin Boards

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

(b) When distributing literature at the Employer's premises, the Union agrees to provide the Employer with a copy. The clause does not apply to items posted on the Union's bulletin board nor distributed to employees by stewards outside working hours.

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 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 absent without pay. Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this agreement nor shall it be grounds for disciplinary action.

2.10 Time Off for Union Business

- (a) Leave of absence without pay and without loss of seniority shall be granted by the Employer for:
 - (1) an elected or appointed union representative to attend conventions of the Union and bodies to which the Union is affiliated;
 - (2) an elected or appointed union representative to attend to union business which require them to leave their general work area;
 - (3) for employees who are representatives of the Union on the Bargaining Committee to attend meetings of the Committee;
 - (4) to an employee called by the Union to appear as a witness before an arbitration board;
 - (5) an employee, requested by the Union to conduct business of the Union.
- (b) Leave of absence without loss of pay or seniority shall be granted to union appointees who are attending and may require travel time to attend the Labour/Management Committee.
- (c) To facilitate the administration of union leaves without pay, the leave shall be given at current pay and the Union shall reimburse the Employer for salary and benefit costs.
- (d) The Union shall provide the Employer with fourteen (14) calendar days notice prior to the commencement of such leave. The Employer will not unreasonably withhold the granting of such leave where less than fourteen (14) calendar days notice is given.
- (e) *Chief Stewards* - leave of absence with current pay, benefits and without loss of seniority will be granted to one (1) chief steward for up to a combined maximum total of four (4) days per year to deal with collective agreement related problems on the worksites within the contract area. Further leaves will be granted as required as per Clause 2.10(a)(2).

2.11 Union Bargaining Committee

The Union's Bargaining Committee shall consist of up to three (3) employees and leave of absence with current pay will be granted to three (3) employees in order for them to be present at negotiation meetings with the Employer. The Union shall have the right to have, at any time, the assistance of members or the staff of the Union when negotiating with the Employer. Approval of any leave for members called upon to assist the Bargaining Committee during negotiations will be subject to operational requirements.

2.12 Office Use/Union Representatives

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

2.13 Emergency Services

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

2.14 No Interruption of Work

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

ARTICLE 3 - UNION SECURITY

All employees shall as a condition of employment become members of the Union, and maintain such membership.

ARTICLE 4 - CHECK-OFF OF UNION DUES**4.1 Union Dues and Assessments**

- (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:

Name	Format	Format Description
Member SIN	xxxxxxxx	9 digits, no dashes or spaces
Member Last Name		
Member First Name		
Job/Title		
Gross Pay	xxxx.xx	No commas, or dollar signs
Month to Date Dues	xxxx.xx	No commas or dollar signs
Service Start Date	yyyymmdd	
Appointment Code		Regular, Auxiliary, etc
Member Address		
Member Phone	xxxxxxxxxx	10 digits, no dashes or spaces
Member Email		

* On the condition that the member provides the information as requested above. Items that are not provided will be listed as N/G (not given).

(e) Before the Employer is obliged to deduct any amount under (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 T4 for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous 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 the member of the Union.

ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES

The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. A new employee shall be advised of the name, worksite phone number, email address as provided by the shop steward and location of their steward. Whenever the steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce them to their steward, who will provide the employee with a copy of the collective agreement. The Employer agrees that a union steward will be given an opportunity to interview each new employee within regular working hours, without loss

of pay, for twenty (20) minutes sometime during the first ten (10) working days of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and the employee's responsibilities and obligations to the Employer and the Union.

ARTICLE 6 - EMPLOYER RIGHTS

6.1 Employer Recognition

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

6.2 Management Performing Bargaining Unit Work

(a) Management exclusions shall not perform bargaining unit work except in an emergency circumstance where bargaining unit personnel are not immediately available and for training and instruction. In the case of an emergency, bargaining unit members will be called to work immediately and management exclusions shall cease to perform bargaining unit work when bargaining unit employees in sufficient numbers arrive on the scene.

(b) It is not the general policy or practice of the Employer to have Foremen perform work normally done by the non-foremen members except in the case of working level Foremen whose normal duties include such work and in urgent operational requirements.

6.3 Right to Assign Work Across Seniority Blocks and Classifications

The Employer has the right to assign work across classifications, including bargaining unit supervisors, and seniority blocks throughout its entire contract area and to manage the work programs in all respects except as specifically modified or specifically limited by the collective agreement.

ARTICLE 7 - EMPLOYER/UNION RELATIONS

7.1 Union and Employer Representation

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

7.2 Technical Information

The Employer agrees to provide to the Union such non confidential information that is readily 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 or less than once every three (3) months, at a place and time to be mutually agreed.

(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 assist in developing an annual training program that is designed to enhance the existing skill base of employees thereby increasing an employee's suitability for promotional opportunities.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.1 Grievances

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

8.2 Step 1

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

8.3 Step 2

The Employer's designate shall meet with the Union's designate within fifteen (15) calendar days after receipt of the grievance. This meeting may be waived by mutual agreement. Following such a meeting, the Employer's designate shall respond within ten (10) calendar days, in writing, to the Union's area staff representative.

8.4 Time Limit to Submit to Arbitration

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

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

8.5 Policy Grievance

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

8.6 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.

8.7 Administrative Provisions

Grievances and replies at Steps 1 and 2 of the grievance procedure, which are required in writing, shall be sent by registered mail, 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 or email in the appropriate office. Receipt of facsimile transmissions must be confirmed by the appropriate office in which they are received.

8.8 Technical Objections

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

8.9 Deviation from Grievance Procedure

- (a) The Employer agrees that after a grievance has been initiated at Step 1, no discussion will be entered into respecting the grievance, with the aggrieved employee, without the consent of the Union.
- (b) In the event that, after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through another channel, the Union agrees the grievance will be considered abandoned.

ARTICLE 9 - ARBITRATION

9.1 Notification

Pursuant to Clauses 8.4, 8.5, and 10.4, the Union's area staff representative may submit a grievance to arbitration within twenty-one (21) days of the date of receipt of the Employer's Step 2 response, or within twenty-one (21) days of the date it was due, or within twenty-one (21) days of the alleged violation by giving notice to the President of the Company of the Union's intent to arbitrate.

9.2 Pre-Arbitration Meeting

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

- Mark Brown
- Chris Sullivan
- James Dorsey
- 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) days. Should none of the Arbitrators be available within the thirty (30) day period, then the parties may by mutual agreement select an alternative arbitrator.

9.3 Decision of the Arbitrator

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

9.4 Time Limit for Decision

An arbitrator shall render a written decision to the parties within thirty (30) calendar days of the date the arbitration hearing is concluded. This time period may be altered by consent of the parties. Pursuant to this clause, an arbitrator shall agree to the terms and conditions as set out in Appendix 7; arbitrator's agreement.

9.5 Costs

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

9.6 Expedited Arbitration

(a) All grievances shall be considered 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) rejection on probation;
- (6) suspension in excess of twenty (20) working days;
- (7) grievances where a party intends to raise a preliminary objection; and
- (8) demotions.

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

(b) An arbitrator shall be selected on a rotational basis from the list contained in Article 9.2. Should none of the Arbitrators be available to convene a hearing within thirty (30) days' period, then the parties may by mutual agreement select an alternate arbitrator.

(c) The Arbitrator shall hear the grievances and shall render a 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.

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

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

(f) A grievance determined by either party to fall within one (1) of the categories listed in (a) above may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to Article 9.2.

(g) 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 (g) 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).

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. 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. Grievances arising from suspension or dismissal shall be filed at arbitration pursuant to Article 9.1 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). Written censures, letters of reprimand, adverse reports or any disciplinary action recorded on an employee's personnel file shall be removed automatically after the expiration of eleven (11) months from the date it was issued provided there are no further infractions of a similar nature.

10.7 Abandonment of Position

An employee who fails to report for duty for three (3) 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.

ARTICLE 11 - SENIORITY

11.1 Service Seniority Defined

- (a) Service seniority for regular employees shall be defined as the length of service with the Employer, and shall include service seniority, as a regular, accrued with the Public Service of BC plus all service seniority accrued with previous maintenance contractors, provided there has been no break of employment. Seniority shall be maintained and accrued except as specified in Clause 11.3 below.
- (b)
 - (1) Service seniority for auxiliary employees shall be defined as the total number of straight-time hours worked with the Employer plus all accumulated straight-time hours accrued with the Public Service of BC plus all accumulated straight-time hours accrued with previous maintenance contractors, provided there has been no break of employment. Straight-time hours shall be defined as all hours worked at the straight-time rate of pay and designated paid holidays or days off in lieu in accordance with Clause 17.8 and leave pursuant to Clause 31.7.
 - (2) An auxiliary employee on a claim recognized by the Workers' Compensation Board shall be credited with service seniority equivalent to what they would have earned had they not been absent and had been able to work.
 - (3) Subject to Clause 11.4, an auxiliary employee shall retain their seniority if they are moved by the Employer from one (1) seniority block or classification series to another.
- (c) When two (2) or more employees have equal seniority, the order of establishing their relative seniority shall be determined by their auxiliary seniority. Should this not result in a break in the tie, the order of establishing their relative seniority shall be determined by the employee's service start date with the Province of BC or with a maintenance contractor. Where the service start dates are equal, their relative seniority will be determined by chance as mutually agreed to between the employees and the Union.

11.2 Seniority Lists

- (a) The Employer will prepare separate seniority lists quarterly, January 2nd, April 1st, July 1st, and October 1st, for each classification series within a seniority block. The information will show each person's point of assembly, classification, regular or auxiliary status, seniority and service start date. These lists will be posted on the appropriate bulletin boards with copies sent to the Union.

(b) In addition, should the Employer fail to maintain or extend the current maintenance contract with the Province of BC, seniority lists shall be issued on the first day of the month preceding the expiry of the maintenance contract. Seniority lists shall include vacation credits and seniority ranking for vacation entitlement. In the case of temporary seniority lists the Employer agrees to post updated lists at least quarterly, (as of January 2nd, April 1st, July 1st and October 1st).

11.3 Loss of Seniority for a Regular Employee

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

- (a) are discharged for cause;
- (b) are subject to Clause 11.5, they voluntarily terminate their employment or abandon their position; or
- (c) are on layoff for more than one (1) year;
- (d) 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 temporary period may be extended by mutual agreement between the parties. During this temporary period an employee will continue to pay union dues at their old rate and remain a member of the bargaining unit;
- (e) accepts a severance payment in accordance with Article 13;
- (f) if absent due to temporary illness or a non-occupational accident beyond the two (2) year period of time where an employee commenced Long-Term Disability.

11.4 Loss of Seniority for an Auxiliary Employee

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

- (a) they are terminated for just cause;
- (b) they voluntarily terminate or abandon their position;
- (c) they are on layoff for more than twenty (20) months;
- (d) they are unavailable for, or declines three (3) offers of re-employment pursuant to Clause 31.2(c)(3).

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.

ARTICLE 12 - PROMOTIONS, VACANCIES AND JOB POSTINGS

12.1 Senior Qualified Applicant within the Seniority Block

When a vacancy for a regular or new position occurs and is required to be filled pursuant to Clause 12.7, the Employer shall offer the position to employees in the following sequence:

- (a) senior qualified regular employee in the classification series within the Block;
- (b) senior qualified regular employee in the classification series all Blocks;
- (c) senior qualified regular employee outside the Series all Blocks;
- (d) senior qualified auxiliary employee in the seniority block;

- (e) senior qualified auxiliary employee from another seniority block.

12.2 Filling Vacancies Through Posting

(a) Where the vacancy cannot be filled pursuant to Article 12.1 above, the position shall be posted on designated union bulletin boards throughout the bargaining unit for fourteen (14) calendar days shall be filled in accordance with Article 12.1. Where there is more than one (1) applicant for a position, the position shall be offered to the senior qualified applicant.

(b) The parties agree that vacancies in the TS Bridgeworker and Trade Leadhand classifications will be posted in accordance with this clause and that the selection of the successful applicant will be based on the relative ability of the applicants. Where two (2) or more applicants are equal in abilities then the senior employee will be the successful applicant.

12.3 Job Posting Information

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

12.4 Posting Awards

(a) Unsuccessful applicants to the 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 employees request, the supervisor will reply to the employee. Where no written requests have been received by the supervisor within seven (7) calendar days of the date of the notice being sent to the Union pursuant to Article 12.3, the successful applicant shall be awarded the job.

(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.

The position shall be awarded within thirty (30) calendar days of posting.

12.5 Interview Expenses

Applicants for a posted position who are not on a leave of absence shall be granted leave of absence with current pay as required for an interview. The applicant will upon pre-approval have their travelling, accommodation and meal expenses paid.

12.6 Trial Period

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

12.7 Filling of Regular Vacancies

- (a) The Employer shall fill vacancies up to the complement level in the service area.
- (b) The Employer agrees to fill complement vacancies from within the bargaining unit within thirty (30) calendar days.
- (c) The Employer agrees to fill complement vacancies from outside the bargaining unit within sixty (60) calendar days.
- (d) Filling a complement vacancy as a result of an employee retiring, the time frames in (b) and (c) above will begin at the expiry of all leaves, which will be taken before the retirement allowance and/or leave.

The regular complement is 17.

When the regular employee complement is at or above seventeen (17), the provisions of these Articles 12.7 and 12.8 are suspended or may be exercised at the sole discretion of management.

12.8 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 provisions of this collective agreement with the exception of annual vacation and CTO which results in an absence which exceeds thirty (30) days.
- (b) Where vacancies are created as a result of a regular complement employee's absence pursuant to Article 12.8(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 Article 12.8(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 Article 12.8(a) return to their regular position.
- (e) Vacancies created as a result of a regular employees absence on long-term disability or Workers' Compensation shall be considered a regular vacancy for the purpose of Article 12.7 on the date the employee is determined to be totally disabled from their own occupation.

12.9 Union Observer

The President of the Union or their designate may sit as an observer on a selection panel for posted positions in the bargaining unit. The observer shall be a disinterested party. This clause shall not apply to excluded positions.

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

In the event of layoff, regular employees will be laid off by reverse seniority in a classification. The Employer shall give the employee two (2) weeks advance notice in writing of layoff. Regular employees recalled to work for two (2) weeks or less will not be entitled to a subsequent layoff. Prior to the layoff of regular employees, the employer may, within the seniority block canvas any of the regular complement employees to invite:

- (a) Resignation with severance as per Article 13.2(c);
- (b) Where eligible, early retirement.

The Employer agrees that the senior seven (7) employees, as identified in Memorandum of Understanding 9 will not be subject to layoff. This number will be further reduced by attrition and become zero on August 31, 2029.

13.2 Options Upon Layoff

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

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

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

- (b) Opt to be placed on a recall list for a period of one (1) year for the purpose of recall to a position within their seniority block for which the employee is qualified after a period of familiarization. If this option is selected, no severance pay will be paid while the employee is on the recall list;
- (c) Opt for severance pay as per the following:
 - (1) Regular employees accepting layoff under this article shall be entitled to resign with severance pay based upon years of service as follows:
 - three (3) weeks pay at current wages for each year of service;
 - a regular employee will not receive an amount greater than six (6) months' current salary.

- (2) *Red Circling*

Red circling shall apply to employees impacted under this article.

"Service", for the purposes of Subsections (1) to (2) above, shall mean any service with the provincial government prior to December 1, 1988 plus subsequent continuous service with any and all contractors for road and bridge maintenance services in Contract Area 20, to which this agreement applies.

- (3)
- (i) Regular employees hired or converted to regular status after July 1, 2002 shall be entitled to severance notice or pay in lieu of notice in accordance with the *Employment Standards Act*, but not to exceed 8 weeks.
 - (ii) Regular employees hired or converted to regular status prior to July 2002 shall be entitled to the current applicable severance pay provisions set out above, however it is understood that upon expiry of the next MOT contract extension (August 31, 2021), the current severance pay provisions shall cease to have application and that Clause (1) above will have application to all regular employees regardless of their hire date.
- (4) In addition to the circumstances by which an employee normally accesses the provisions of Clauses 13.2(c)(1) to (2), such severance pay is payable by the Employer, to employees in Contract Area 20 in the event that the Employer, ceases operations of highway and bridge maintenance in Contract Area 20, including the decision of the Employer, or the government of British Columbia not to renew the Contract for highway or bridge maintenance in Contract Area 20, and;
- (i) another contractor assumes operation of highway and bridge maintenance in Contract Area 20 and that contractor is not a successor employer pursuant to relevant legislation and/or this agreement.
- (5) Severance pay is not payable by the Employer to employees in Contract Area 20 in the event that the Employer ceases operations of highway and bridge maintenance in Contract Area 20, including the decision of the Employer or the government of British Columbia not to renew the contract for highway and bridge maintenance in those contract areas, and;
- (i) operations of highway and bridge maintenance in Contract Area 20 reverts to the government of British Columbia, or
 - (ii) another contractor assumes the operation of highway and bridge maintenance in Contract Area 20 and that contractor is a successor employer to the Employer pursuant to relevant legislation and/or this agreement.
- (d) *Opt for early retirement*
- (e) Fill a vacancy in another seniority block within the specific contract area provided the employee has the necessary qualifications to perform the job. The vacancy must be at the same or lower rate of pay.
- (f) Bump the junior employee at another seniority block. In doing so they must bump into an equivalent or lower classification provided they have the necessary qualifications to perform the job.

13.3 Relocation

Employees shall not be required to relocate to a point of assembly outside their present seniority block, except for work assignment(s) totalling twenty (20) days or less in a calendar year or when operating specialized equipment, in which case all associated expenses and travelling time will be paid by the Employer. This time frame may be extended by mutual agreement between the employee and Employer.

13.4 Transfer Without Posting

The Labour/Management Committee may recommend a lateral transfer or voluntary demotion for:

- (a) compassionate or medical grounds to employees who have completed their probationary period;
- (b) employees who have become incapacitated by an illness or industrial injury.

The Committee will recommend the placement of an employee into a vacancy prior to posting pursuant to Clauses 12.1 and 12.2.

13.5 Temporary Assignments Within Seniority Blocks

- (a) Employees shall not be assigned work in another classification series within their seniority block, or in another classification series in another seniority block unless by mutual agreement between the Union and the Employer.
- (b) It is agreed that two (2) employees from each bridge crew may be assigned to the M.O. Series between November 1st of one (1) year and 31st of the following year within their own seniority block.

ARTICLE 14 - HOURS OF WORK

14.1 Hours of Work

The hours of work will be:

- (a) Regular Maintenance Crews: thirty-five (35) hours per week bases on a 5+2 pattern for winter shifts or as mutually agreed otherwise; and such pattern as is reached pursuant to Article 14.2 for other shifts.
- (b) The Labour/Management Committee may mutually agree to projects at forty (40) hours per week.

14.2 Work Schedules

- (a) The Employer shall determine various services are provided (Hours of Operation), the classifications of positions, and the numbers of employees required to provide the services.
- (b) Other work schedules may be established by mutual agreement between the parties in accordance with Memorandum of Understanding 1. The hours of work specified in Clause 14.1 shall not be changed by such work schedules.

Should the parties fail to agree on an appropriate work schedule, the matter will be referred to expedited arbitration, pursuant to 9.6 for resolution. The Employer has the option to implement the disputed shift until such time as an arbitrated settlement is reached. The Arbitrator, in making their determination shall choose either the company or the union proposed work schedule for implementation. The onus will be on the party requesting a shift pattern other than 5-2. The foregoing will not preclude start time adjustments subject to mutual agreement of the parties at the local level. Such adjustments will not be considered a "new" schedule for this clause.

- (c) Work schedules will be limited to a maximum of five (5) per calendar year with a minimum duration of two (2) months for any work schedule, except by mutual agreement at the local level. The new schedules, once agreed upon, shall be posted fourteen (14) days prior to implementation.

14.3 Conversion of Hours

- (a) *Lieu days* - where an employee is granted a lieu day, the time off granted shall be in accordance with the current length of scheduled workday.
- (b) *Vacation* - where an employee is granted vacation pursuant to Clause 18.1, the annual vacation shall be converted to hours on the basis of seven (7) hours and shall be deducted in accordance with the actual hours of the employee's daily shift in effect at the time the vacation was taken.
- (c) *Designated paid holidays* - where an employee is granted a designated paid holiday pursuant to Article 17, the time off granted shall be in accordance with the current length of scheduled workday.

14.4 Rest Periods

All employees shall have two (2) ten (10) minute rest periods in each shift in excess of six (6) hours; one (1) rest period to be granted before and one (1) after the meal period. Rest periods shall not begin until one (1) hour after commencement of the shift or not later than one (1) hour before either the meal period or end of shift. Rest periods shall be taken without loss of pay to the employees.

14.5 Standby Provisions

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

(b) Employees will be advised by their supervisor in advance when they are designated to be on standby.

(c) Time accumulated under this article will not be considered part of the annual hours when it is accumulated, nor will it be considered part of the annual hours when it is taken off. Time off will be arranged by mutual agreement.

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

14.6 Meal Periods

(a) Meal periods shall be scheduled by mutual agreement as close as possible to the middle of the shift and the length of the meal period shall not be less than thirty (30) minutes or more than sixty (60) minutes.

(b) An employee shall be entitled to take their meal period away from the workstation. Where an employee is recalled during the meal period, the meal period shall be considered as time worked. Employees who are required to eat their meals at their workstation in order to perform their duties during the meal period shall have the meal period scheduled with pay within their workday.

(c) When adequate facilities are not available during inclement weather, employees may carry on with their duties during the normal meal break subject to the approval of their local supervisor. On such occasions the employees shall terminate their regular day's work earlier by the length of the meal period.

14.7 Table of Recognized Workday Lengths and Shift Patterns

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

14.8 Days of Rest

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

14.9 Split Shifts

No employee will be required to work a split shift, unless there is mutual agreement between the parties.

14.10 Earned Time Off

- (a) ETO time as per Article 14.7.
- (b) Earned time off shall be scheduled by mutual agreement subject to operational requirements.
- (c) Where employees are not able to take their earned time off as scheduled due to operational requirements then there shall be a cash adjustment at the end of the averaging periods indicated using time and one-half (1½x) as the premium rate.
- (d) Where employees choose to carry earned time off forward for addition to vacation period, then the extra time worked in the period is to be considered as a straight-time credit to be carried forward.

ARTICLE 15 - SHIFTWORK**15.1 Definition of Shifts and Shift Premium Entitlements**

- (a) *Definition of Shifts and Shift Premiums*
 - (1) "Day Shift" - all hours worked on any shift which starts between 5:00 a.m. and 12:59 p.m.
 - (2) "Afternoon Shift" - all hours worked on any shift which starts between 1:00 p.m. and 8:59 p.m.
 - (3) "Night Shift" - all hours worked on any shift which starts between 9:00 p.m. and 4:59 a.m.
- (b) *Shift Premiums*

Shift	Current
Afternoon Shift	\$1.00
Night Shift	\$1.00

Effective August 16, 2014 the afternoon and night shift premiums will be increased to one dollar and ten cents (\$1.10) per hour.

Effective August 16, 2015 the afternoon and night shift premiums will be increased by the Labour Component of the Annual Price Adjustment (COLA).

Effective August 16, 2016 the afternoon and night shift premiums will be increased by the Labour Component of the Annual Price Adjustment (COLA).

Effective August 16, 2017 the afternoon and night shift premiums will be increased by the Labour Component of the Annual Price Adjustment (COLA).

Effective August 16, 2018 the afternoon and night shift premiums will be increased by the Labour Component of the Annual Price Adjustment (COLA).

Effective August 16, 2019 the afternoon and night shift premiums will be increased by the Labour Component of the Annual Price Adjustment (COLA).

Effective August 16, 2020 the afternoon and night shift premiums will be increased by the Labour Component of the Annual Price Adjustment (COLA).

15.2 Shift Premiums

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

(b) Shift premiums will apply to overtime hours worked in conjunction with a shift. An employee who is called out between 9:00 p.m. and 4:59 a.m. shall receive the shift premium for each hour worked during the callout period, up to the commencement of their regular scheduled shift.

15.3 Work Schedule Premiums

(a) In the event that the work schedule or shift for a regular employee or an auxiliary employee working a scheduled shift roster is changed without forty-eight (48) hours' advance notice and such change is the result of the actions of another employee covered by this agreement utilizing the benefits provided for by the provisions of this agreement, the employee will receive a premium of one dollar (\$1.00) per hour in addition to their regular pay, for work performed on the first shift to which they changed.

(b) In the event that an employee's work schedule or shift is changed without five (5) days advance notice and the change results from causes other than that defined in (a) above, the employee shall receive a premium, at the applicable overtime rate, except that if the change results from no fault of the Employer, they shall not receive a premium at overtime rates but shall receive the premium defined under (a) above.

15.4 Exchange of Shifts

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

15.5 Shortfall of Annual Working Hours

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

15.6 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 shift.

(b) Where a machine is being utilized on a regular basis on a day shift only, then the operator normally assigned shall not be required to enter into a winter shift pattern to operate other classes of machines.

(c) Where the shift schedule changes result in workdays of the new schedule, falling on days of rest of the old schedule, then every attempt shall be made to provide a minimum of one (1) rest day shift between shifts.

(d) Employees assigned to operate equipment on winter shifts shall sign up in the following order:

(1) by service seniority for all employees classified at the level of the work to be performed, followed by

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

15.7 Short Changeover Premium

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

(b) Where an employee exercises seniority rights to work shifts, one (1) of which falls within 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 (a) above.

15.8 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. Where winter shift schedules are implemented with less than five (5) days notice, the provisions of Clause 15.3(b) shall apply.

(b) However, it is agreed that wherever possible the negotiations of these shift schedules pursuant to Article 14.2 should be undertaken at least thirty (30) days prior to anticipated commencement and that fourteen (14) days should be provided for any sign up and selection process which is involved. The Employer will post the winter schedule listing the Operator classifications required for each shift and sign-up will be in accordance with Article 15.6. The Employer has the right to complete the sign-up after the fourteen (14) day period.

15.9 Reporting Pay

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

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

15.10 Copies of Shift Schedules to the Union

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

ARTICLE 16 - OVERTIME**16.1 Definitions**

- (a) "*Overtime*" means work performed by an employee in excess or outside of the regularly scheduled hours of work, except as limited by Clause 16.5;
- (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 Overtime Entitlement

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

16.3 Sharing of Overtime

- (a) Overtime work shall be allocated on a rotation basis in order of seniority, considering the availability of qualified employees within each classification series. Such equitable sharing (including auxiliary employees) shall be by seniority block. Note: Equitable sharing means allocation on a rotation basis.
- (b) The equitable sharing will be calculated separately for the winter and summer shifts.
- (c) A list of overtime offered and worked, by classification series, shall be posted in each worksite monthly.

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

16.4 Overtime Compensation

- (a) Overtime worked shall be compensated at the following rates:
- (1) Straight-time for the first one (1) hour of overtime on a regularly scheduled workday; and
 - (2) time and one-half (1½x) for the next two (2) hours of overtime on a regularly scheduled workday; and
 - (3) double-time (2x) for hours worked in excess of (1) and (2) above; and
 - (4) time and one-half (1½x) for work on a day of rest; and
 - (5) an employee who works on a designated holiday shall be considered to have worked overtime and shall receive their regular day's pay, and shall receive additional compensation at the rate of double-time (2x) for all hours worked.

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

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

16.5 Overtime for Part-Time and Auxiliary Employees

- (a) A part-time or auxiliary employee working less than the normal hours per day of a regular 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 regular employee.
- (b) A part-time or auxiliary employee working less than the normal days per week of a regular 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 regular employee.
- (c) Overtime rates shall apply to hours worked in excess of (a) and (b) above.

16.6 No Layoff to Compensate for Overtime

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

16.7 Right to Refuse Overtime

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

16.8 Callout Provisions

- (a) An employee who is called back to work after leaving their shift or outside their regular working hours shall be compensated for actual time worked as per Article 16.4. 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 at overtime rates for the callout period and at the 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 the regular shift less the amount that the 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*

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.

(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.

16.9 Rest Interval After Overtime

An employee required to work overtime adjoining their regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime work and the start of their 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.

16.10 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 the date of election, cash payment shall be made.

(b) When overtime is worked the employee shall indicate on their daily time card whether they elect to have such overtime compensation in all cash, all time off, or a fifty percent (50%) cash and fifty percent (50%) time off combination.

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

(d) All regular employees may bank up to a maximum of one hundred and five (105) hours each year. All other overtime shall be compensated by monetary value. The process followed will be as per Letter of Understanding 1.

ARTICLE 17 - PAID HOLIDAYS

17.1 Paid Holidays

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

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

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

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

(d) For an employee whose workweek is other than from Monday to Friday, and where Christmas and Boxing Day fall on a Saturday and Sunday, the following Monday and Tuesday shall be deemed to be the holiday for the purpose of this agreement.

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

17.2 Holiday Falling on a Non-Scheduled Workday

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

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

(c) An employee who works on a designated holiday shall be considered to have worked overtime and shall receive their regular day's pay, and shall receive additional compensation at the rate of time and one-half (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.

17.3 Holiday Falling on a Scheduled Workday

An employee who works on a designated holiday, which is a scheduled workday, shall be compensated at the rate of time and one-half (1½x) for hours worked, plus a day off in lieu of the holiday. Lieu days earned pursuant to this clause shall be scheduled by mutual agreement. However, where an employee works Christmas Day or New Year's Day, the rate will be double-time (2x) plus a day off in lieu.

Except where there is a local agreement to the contrary, the statutory holiday night shift will be the shift where the majority of the hours of the shift occur on the statutory holiday.

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 or New Year's Day off.

17.6 Paid Holiday Pay

Payment for paid holidays will be made at an employee's basic pay and based on seven (7) hours.

17.7 Workday Scheduled on a Paid Holiday

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

17.8 Paid Holidays for Auxiliary Employees

- (a) An auxiliary employee shall be compensated for paid holidays provided they have:
 - (1) worked the day before and the day after the holiday; or
 - (2) worked fifteen (15) of the previous thirty (30) days; or
 - (3) worked at least one hundred and five (105) hours at the straight-time rate in the previous thirty (30) days.
- (b) An auxiliary employee 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 employee who has received at least ten (10) days pay at straight-time rates for each calendar month will have an annual vacation entitlement as follows:

Vacation Years	Workdays
First to fifth	15
Sixth	16
Seventh	17
Eighth	21
Ninth	22
Tenth	23
Eleventh	24
Twelfth to fifteenth.....	25

Sixteenth to twentieth	26
Twenty-first to twenty-fifth	30
Twenty-sixth and thereafter	31

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 ($1\frac{1}{4}$) days for each month for which they earn ten (10) days pay.
- (2) 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 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 vacation year basis.
- (b) The vacation year in which an employee's first anniversary falls shall be the first vacation year. For the purpose of additional leave entitlement, the vacation year in which the fifth anniversary falls shall be the fifth vacation year; in which the sixth anniversary falls shall be the sixth vacation year; etc.
- (c) *Vacation Period*

The Employer will endeavour to allow as many regular employees as possible to take their vacation at any time of the year. During winter shift a maximum of one (1) regular employee in each classification may take their vacation subject to Clause 18.3(d) of this agreement, subject to not rendering the crew inoperable.

- (d) *Preference in Vacation*
- (1) A preference in selection of vacation time shall be determined in each work group on the basis of service seniority within that work group.
- (2) An employee shall be entitled to receive their vacation in an unbroken period. Employees wishing to split their vacation may exercise seniority rights in their first choice within each vacation block. Seniority shall prevail in the choice of the subsequent vacation period, but only after all other first vacation periods have been selected.
- (e) *Scheduling of Vacation*
- (1) Vacation schedules will be posted between December 1st and December 15th for the period of January 1st through April 30th and between April 1st and April 15th for the period May 1st through December 31st.
- (2) Employees who do not exercise their seniority rights within 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 Clause 18.6 of this agreement. Vacation

schedules, once approved, will only be changed with employer approval in exceptional circumstances.

(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.

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

(f) *Vacation Relief*

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

18.4 Vacation Pay

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

18.5 Approved Leave of Absence During Vacation

When an employee is in receipt of sick leave or paid leave during their vacation period, there shall be no deduction from the vacation credits for such leave. The period of vacation so displaced shall be taken at a mutually agreed time. 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 provided that such vacation carryover shall not exceed ten (10) days at any time. Employees in their first partial year of service, who commenced prior to July 1st of that year, may carry over up to five (5) days vacation leave into their first vacation year.

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

18.7 Callback from Vacation

(a) Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency.

(b) When, during any vacation period, an employee is recalled to duty, they shall be reimbursed for all expenses incurred by themselves, upon submission of receipts, in proceeding to their place of duty and upon resumption of vacation, in returning to the place from which they were recalled.

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

18.8 Vacation Leave on Retirement

Effective September 1, 2021 (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 prorated basis.

18.9 Vacation Credits Upon Death

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

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

Employees shall be entitled to coverage for short-term illness and injury and long-term disability in accordance with the provisions of this agreement and as described in Appendix 1. In the case of employees in receipt of Short-Term Illness and Injury Plan Benefits, such employees shall remain on payroll and benefit compensation payable by the carrier shall be remitted to the Employer, provided the employee has completed and forwarded all necessary documentation to the carrier.

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

- (a) In the case of a death in the immediate family an employee not on leave of absence without pay shall be entitled to special leave, at their regular rate of pay. Such leave shall normally not exceed five (5) workdays.
- (b) Immediate family is defined as an employee's parent, spouse (including common-law spouse), child, brother, sister, father-in-law, mother-in-law, grandparent and grandchild, stepparent or any other relative permanently residing in the employee's household or with whom the employee permanently resides.
- (c) In the event of the death of the employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law, the employee shall be entitled to special leave at their regular rate of pay for two (2) days 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 with pay for the following:
 - (1) marriage of the employeethree (3) days;
 - (2) attend wedding of the employee's child one (1) day;
 - (3) birth or adoption of the employee's childone (1) day;
 - (4) serious household emergency (employees residence) or domestic emergency..... one (1) day;
 - (5) moving household furniture and effectsone (1) day;
 - (6) attend their formal hearing to become a Canadian citizen.....one (1) day;
 - (7) attend funeral as pallbearer or mournerone-half (½) day;

- (8) court appearance for hearing of employee's child.....one (1) day.
- (b) Two (2) weeks notice is required for leave under (a)(1),(2),(5) and (6).
- (c) For the purpose of (a)(2), (4), (5), (6), (7) and (8), leave with pay will be only for the workday on which the situation occurs.
- (d) For the purpose of determining eligibility for special leave under (a)(5), an employee will qualify if they are maintaining a self-contained household and if they are changing their place of residence which necessitates the moving of household furniture and effects during their normal working hours, and if they have not already qualified for special leave under (a)(5) on two (2) occasions within the preceding twelve (12) months.

20.3 Family Illness

- (a) In the case of illness of a dependent child or spouse of an employee, and when no one at the employee's home other than the employee can provide for the needs of the ill child or spouse, the employee shall be entitled, after notifying their supervisor, to use up to a maximum of two (2) days paid leave at any one (1) time for this purpose.
- (b) The Employer may request a report from a qualified medical practitioner when it appears that a pattern of consistent absence is developing.

20.4 Full-Time Union or Public Duties

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

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

20.5 Leave for Court Appearances

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

20.6 Leave for Writing Examinations

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

20.7 Leave for Taking Courses

(a) An employee shall be granted leave with pay to take courses at the request of the Employer. The Employer shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees, and course required books, necessary travelling and subsistence expenses, and other legitimate expenses where applicable. Fees are to be paid by the Employer when due.

(b) A regular 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 may be without pay.

20.9 Elections

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

20.10 General Leave

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

20.11 Leave for Medical and Dental Care

(a) Where it is not possible to schedule medical and/or dental appointments outside regularly scheduled working hours, reasonable time off for medical and dental appointments for employees shall be permitted, but where any such absence exceeds two (2) hours, the full-time absence shall be charged to the entitlement described in Clause 20.12.

(b) Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct, from their credit described in Clause 20.12, the necessary time, including travel and treatment time up to a maximum of thirty-five (35) hours to receive medical and dental care at the nearest medical centre for the employee, their spouse, dependent child, or 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 Clauses 20.2, 20.3 and 20.11 shall not exceed a total of thirty five (35) hours per calendar year, unless additional special leave is approved by the Employer.

20.13 Sick Leave Entitlement

Employee(s) are entitled to receive seventy-five percent (75%) pay in the event they are unable to work because of illness or injury. However, if any employee(s) is unable to work more than six (6) consecutive days, they shall be placed on STIIP, pursuant to Appendix 1.

20.14 Emergency Service Leave

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

20.15 Donor Leave

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

20.16 Other Religious Observances

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

ARTICLE 21 - MATERNITY, PARENTAL & ADOPTION LEAVE AND ENTITLEMENTS

Employees are eligible for unpaid leave of absence from employment subject to the conditions in this article. Every employee who intends to take a leave of absence under this article will give at least four (4) weeks' notice in writing to the Employer unless there is a valid reason why such notice cannot be given and will inform the Employer in writing of the length of leave intended to be taken. Each employee who wishes to change the effective date of approved leave will give four (4) weeks' notice of such change unless there is a valid reason why such notice cannot be given.

21.1 Maternity Leave

- (a) The employee will be granted leave for a period not longer than seventeen (17) consecutive weeks.
- (b) The period of maternity leave will commence not earlier than thirteen (13) weeks before the expected date of delivery and end no later than seventeen (17) weeks after the leave begins.
- (c) A request for shorter period under Article 21.1(b) must be given in writing to the Employer at least one (1) week before the date that the employee indicates they intend to return to work, and the

employee must furnish the Employer with a certificate of a qualified medical practitioner stating that the employee is able to resume work.

(d) The Employer will, upon the request of the employee, modify the commencement of maternity leave for any period approved in writing by the qualified medical practitioner.

(e) 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.

(f) Maternity leave may be extended for up to an additional six (6) month for health reasons where a qualified medical practitioner's certificate is presented.

21.2 Parental Leave

(a) Upon application, an employee will be granted leave of absence following the birth or adoption of the employee's child. The employee will have to furnish a medical certificate or other evidence stating the date of birth of the child or, where applicable, proof of adoption.

(b) Upon application, employees will be granted parental leave as follows:

(1) in the case of the birth mother, up to sixty-one (61) consecutive weeks commencing immediately following the end of the maternity leave under Article 21 (Maternity and Parental Leave),

(2) in the case of the birth father or the common-law partner of the birth mother, including a same-sex partner, up to sixty-two (62) consecutive weeks commencing within the seventy-eight (78) week period following the birth of the child,

(3) in the case of an adopting parent, up to sixty-two (62) consecutive weeks commencing within the seventy-eight (78) week period following the date the adopted child comes into the actual care and custody of the parent or within the two (2) week period preceding the date the adopted child comes into the actual care and custody of the parent.

(c) If the child suffers from a physical, psychological, or emotional condition, the employee is entitled to an additional period of parental leave up to five (5) weeks. The employee's qualified medical practitioner or the agency that placed the child must certify that such an additional period of parental leave is required.

21.3 Leave without Pay

All leave taken under Article 21 (Maternity and Parental Leave) is leave without pay.

21.4 Aggregate leave

The aggregate amount of leave of absence from employment that may be taken by the employee under Article 21.1 (Maternity Leave) and 21.2 (Parental Leave) in respect of the birth or adoption of any one (1) child will not exceed seventy-eight (78) weeks, except as provided under Article 21.1(f) (Maternity Leave) and/or 21.2(c) (Parental Leave).

21.5 Return from Leave

(a) On return from leave, an employee will be placed in their former position.

- (b) Vacation entitlement, not vacation pay, will continue to accrue while an employee is on leave pursuant to Article 21.1 (Maternity Leave) or 21.2 (Parental Leave).

21.6 Benefit Plan

If an employee maintains coverage for benefit plans while on maternity or parental leave, the Employer agrees to pay the Employer's share of these premiums.

21.7 Seniority Rights on Return to Work

- (a) An employee who returns to work after the expiration of the maternity and/or parental leave will retain the seniority they had accrued immediately prior to commencing the leave and will be credited with seniority for the period covered by the approved leave.
- (b) The employee will notify the Employer within one (1) month prior to the expiration of the leave of their intent to return to their position unless notice is provided pursuant to and/or Article 21.9 (Extended Child Care Leave).
- (c) The employee will be deemed to have resigned on the date upon which their leave commenced if notice is not given or they do not return to work.

21.8 Sick Leave Credits

- (a) Prior to the commencement of maternity leave, illness arising due to pregnancy may be covered by normal sick leave.
- (b) Sick leave may be used by any pregnant employee, authorization by the receipt of a qualified medical practitioner's statement to the Employer, where there is a confirmed case of German measles or any other disease or condition in the place of employment which could be harmful to pregnancy as determined by the qualified medical practitioner's statement or report. They may use this leave until all danger from such disease or condition no longer exists.

21.9 Extended Child Care Leave

Upon written notification, no later than four (4) weeks prior to the expiration of the aggregate leave taken pursuant to Article 21.1 (Maternity Leave) and 21.2 (Parental Leave), an employee will be granted a further unpaid leave of absence not to exceed one (1) year.

An employee wishing continued coverage under any applicable benefit plans will pay the total premium costs while on extended child care leave.

An employee on extended child care leave will provide the Employer with at least one (1) month's written notice of return from such leave.

Upon return from extended child care leave, and employee will be placed in their former position.

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 clause.

22.2 Joint Occupational Health and Safety Committees

The parties agree that the intent of this agreement is to ensure that all employees shall have the maximum possible access to the Occupational Health and Safety Committee structure. To this end, a Joint Occupational Health and Safety Committee will be established to encompass the entire bargaining unit and will operate as outlined below:

- (a) The Committee shall consist of an equal number of worker representatives and employer representatives, taking into account geographic considerations. This Committee will meet four (4) times yearly, or more often if required.
- (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 Committee.
- (d) Employees who are representatives of the Joint Committee shall not suffer any loss of basic pay for time spent attending committee meetings, or in carrying out other duties in accordance with WCB Regulations.
- (e) Committee meetings, training and other committee business shall be scheduled during normal working hours whenever possible. Time spent by committee members attending meetings held on their days of rest or outside their regularly scheduled hours of work shall not be considered time worked, but such committee members shall receive equivalent time off at straight-time.

22.3 Unsafe Work Conditions

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

- (a) a member of the Joint Occupational Health and Safety Committee, or
- (b) a person designated by the Joint Occupational Health and 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*.

22.4 Injury Pay Provision

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

22.5 Transportation of Accident Victims

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

22.6 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) appointed representative of the BCGEU and one (1) management representative.
- (b) Reports shall be submitted on a mutually agreed upon accident investigation form and copies sent to:
- (1) Workers' Compensation Board
 - (2) Joint Occupational Health and Safety Committee
 - (3) The President and General Manager
 - (4) Local BCGEU staff representative

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

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

22.7 Occupational First Aid Requirements and Courses

- (a) The Union and the Employer agree that First Aid Regulations made pursuant to the *Workers Compensation Act* shall be fully complied with. Sufficient copies of the WCB Industrial Health & Safety Regulations as well as the 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 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 - \$30 per biweekly period or \$65 per month
 - Occupational First Aid Certificate, Level 3 - \$42 per biweekly period or \$91 per month

Effective August 16, 2013 the Occupational First Aid Certificate allowances will be increased to \$33 biweekly or \$71.50 per month and the Level 3 First Aid Certificate allowance will be increased to \$46.20 biweekly or \$100.10 per month.

Effective August 16, 2014 the Occupational First Aid Certificate allowances will be increased by the Labour Component of the Annual Price Adjustment.

Effective August 16, 2015 the Occupational First Aid Certificate allowances will be increased by the Labour Component of the Annual Price Adjustment.

Effective August 16, 2016 the Occupational First Aid Certificate allowances will be increased by the Labour Component of the Annual Price Adjustment.

Effective August 16, 2017 the Occupational First Aid Certificate allowances will be increased by the Labour Component of the Annual Price Adjustment.

Effective August 16, 2018 the Occupational First Aid Certificate allowances will be increased by the Labour Component of the Annual Price Adjustment.

Effective August 16, 2019 the Occupational First Aid Certificate allowances will be increased by the Labour Component of the Annual Price Adjustment.

Effective August 16, 2020 the Occupational First Aid Certificate allowances will be increased by the Labour Component of the Annual Price Adjustment.

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

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

- (d) (1) In order to meet the requirements of (a) above, the Employer will designate in order of seniority from among those regular employees holding an appropriate Occupational First Aid Certificate to act as the First Aid Attendant in addition to the normal requirements of the job.
- (2) Where no employee within the work unit possesses an Occupational First Aid Certificate, the opportunity to obtain a certificate will be offered to regular employees within the work unit in order of service seniority, provided the employee can meet the requirements of 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 unit on behalf of the Employer.
- (4) Where (d)(1), (2) and (3) do not meet, within a reasonable period of time, the requirements of the Employer to achieve (a) above, the Employer may:
- (i) recall a qualified auxiliary employee in order of seniority from those holding the appropriate Occupational First Aid Certificate; and/or
 - (ii) include a First Aid Certificate as a desirable qualification on a posting pursuant to Clause 12.3.
- (5) Failing (4) above, the Employer may require the most senior regular employee within the work unit who can meet the requirements of the WCB regulations to undertake Occupational First Aid training in order to obtain a certificate.

22.8 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.

22.9 Dangerous Goods, Special Wastes, Pesticides and Harmful Substances

- (a) The Employer will abide by the Industrial Health & Safety Regulations of the Workers' Compensation Board.
- (b) Where employees are required to work with or are exposed to any Dangerous Good, Special Waste, Pesticide or Harmful Substance, the Employer shall ensure that the employees are adequately trained in the identification, safe handling, use, storage, and/or disposal of same.

22.10 Radio Contact or Employee Check

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

22.11 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.

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

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

23.2 Notice of Technological Change

- (a) For the purpose of technological change, the Employer agrees to provide the Union with as much notice as possible, but in any event not less than sixty (60) days notice of a technological change.
- (b) Upon receipt of a notice of technological change pursuant to Clause 23.2(a) the Joint Labour/Management Committee shall meet to consult on the impact of the proposed change.
- (c) The written notice identified in Clause 23.2(a) will provide the following information:
 - (1) the nature of the change(s);
 - (2) the anticipated date(s) on which the Employer plans to effect change(s);
 - (3) the location(s) and number(s) of employees likely to be directly affected pursuant to (d) below.
- (d) Where notice of technological change has been given pursuant to Clause 23.2(a):
 - (1) Regular employees who are assigned to the Employer to work with the new technology shall receive a period of training and familiarization. Employees involved in training under this

section shall receive their basic pay for the period of training. Where the employee cannot meet job requirements upon completion of the training and familiarization period, the employee shall be offered either a vacancy option, or severance pay provisions of Article 13.

(2) To absorb those regular employees who are not assigned by the Employer to work with the new technology or who are displaced because of such technological change, the Employer will endeavour to utilize normal turnover of employees within the Employer geographic location in which the change occurs, to the extent that turnover occurs during the period in which a technological change is being implemented.

23.3 Waiving of Notice

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

23.4 Disputes Resolved

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

ARTICLE 24 - CONTRACTING OUT

(a) The Union recognizes that the Employer is obligated by the terms of its maintenance contract with Ministry of Transportation to utilize hired equipment and to subcontract highways roads and bridge maintenance on a contract basis.

(b) The Employer and Union are committed to productive and competitive utilization of bargaining unit employees. In addition the joint Labour/Management Committee shall work together to identify work activities that can be performed more effectively and work activities currently subcontracted that may be performed by bargaining unit employees in a more cost effective, timely and competitive manner.

(c) In addition to work specified in (a) it is agreed the Employer can contract out over and above, where they presently do not have the necessary equipment, such as but not limited to gradall, rock scaling, major paving, and surface treatment, major mowing and brushing, dust control/stabilization, pile driving, crushing and screening.

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

(e) The Employer agrees that it will not contract out winter maintenance activities while temporary employees are on layoff.

(f) Notwithstanding, this article does not preclude the Employer from choosing the most economical manner available to complete the summer work programs without the requirement to recall temporary employees from layoff.

ARTICLE 25 - HEALTH AND WELFARE BENEFITS**25.1 Basic Medical Insurance**

All regular employees, whether full-time or part-time, 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.

25.2 Extended Health Care Plan

The Employer shall pay the monthly premiums for regular and auxiliary employees entitled to coverage under an Extended Health Care Plan with Manulife under Policy #109309 for Medical & #109310 for Dental. The Employer agrees to increase the Vision Care Benefit to three hundred dollars (\$300.00) every two (2) years for adults and every year for dependent children.

Effective August 16, 2013 the Employer agrees to increase the Vision Care Benefit to three hundred and thirty dollars (\$330.00) every two (2) years for adults and every year for dependent children.

Effective August 16, 2014 the Vision Care Benefit will be increased by the Labour Component of the Annual Price Adjustment.

Effective August 16, 2015 the Vision Care Benefit will be increased by the Labour Component of the Annual Price Adjustment.

Effective August 16, 2016 the Vision Care Benefit will be increased by the Labour Component of the Annual Price Adjustment.

Effective August 16, 2017 the Vision Care Benefit will be increased by the Labour Component of the Annual Price Adjustment.

Effective August 16, 2018 the Vision Care Benefit will be increased by the Labour Component of the Annual Price Adjustment.

Effective August 16, 2019 the Vision Care Benefit will be increased by the Labour Component of the Annual Price Adjustment.

Effective August 16, 2020 the Vision Care Benefit will be increased by the Labour Component of the Annual Price Adjustment.

25.3 Dental Plan

(a) The Employer shall pay the monthly premium for employees entitled to coverage under Manulife Policy #109310 which provides:

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

(b) An employee is eligible for orthodontic services under Part C after twelve (12) months' participation in the Plan. Effective October 28, 1988, orthodontic services are subject to a lifetime maximum payment of two thousand dollars (\$2,000) per patient. On December 20, 1995, the lifetime maximum payment will be increased to two thousand five hundred dollars (\$2,500) per patient.

25.4 Group Life

(a) The Employer shall provide a Group Life Plan under Policy #109309 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) *Accidental Loss of Life, Limb or Sight Indemnity* - The Employer has provided an Accidental Death and Dismemberment Plan with benefits equivalent to twice the employee's annual salary, with a one hundred thousand dollars (\$100,000) minimum. The Employer shall pay one hundred percent (100%) of the premium on the one hundred thousand dollars (\$100,000) base minimum and the employee shall pay the premium for any insurance over one hundred thousand dollars (\$100,000). The Plan shall include the following provisions for accidental dismemberment:

For loss of life..... the principal sum

For loss of:

- both hands or both feet the principal sum
- sight of both eyes the principal sum
- one hand and one foot the principal sum
- one hand or foot and sight of one eye the principal sum
- speech and hearing the principal sum
- one leg or one arm $\frac{3}{4}$ the principal sum
- either hand or foot $\frac{2}{3}$ the principal sum
- speech or hearing $\frac{2}{3}$ the principal sum
- sight of one eye $\frac{2}{3}$ the principal sum
- thumb and index finger of the same hand $\frac{1}{3}$ the principal sum
- quadriplegia (total and irreversible paralysis of all four limbs)..... the principal sum
- paraplegia (total and irreversible paralysis of both lower limbs)..... the principal sum
- hemiplegia (total and irreversible paralysis of one arm and one leg on the same side of the body)..... the principal sum

For loss of the use of:

- both hands or arms the principal sum
- one arm or one leg $\frac{3}{4}$ the principal sum
- one hand or one foot..... $\frac{2}{3}$ the principal sum

Employees hired on or after October 28, 1988 shall, as a condition of employment enrol in the Accidental Death and Dismemberment Plan and shall complete the appropriate payroll deduction authorization forms.

25.5 Doctor's Certificate of Inability to Work

(a) 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.

(b) The cost of all medical certificates required by the Employer, or the Employer's carrier, shall be borne by the Employer. All medical certificates required by the Employer shall be on the Employer's time.

25.6 Legislative Changes

If the premium paid by the Employer for any employee benefit stipulated in this agreement is reduced as a result of any 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.

25.7 Health and Welfare Plans

- (a) A copy of the master contracts including Policy Numbers with the carrier for the Extended Health Care, Dental and Group Life Plans shall be sent to the President of the Union.
- (b) The Employer will develop a pamphlet explaining the highlights of the Plans for distribution to employees. The cost of such a pamphlet shall be borne by the Employer.

25.8 Employee Assistance Program

The Employer agrees to provide an Employee Assistance Program, the cost of which shall not to exceed two thousand five hundred dollars (\$2,500) per year.

25.9 Coverage While on Layoff

Subject to carrier approval, employees who qualify for coverage under Article 25 may continue coverage while on layoff. However, they shall pay the full cost of such coverage starting the first day of the month following layoff until the last day of the month prior to the month in which they are recalled.

25.10 Medical Examination

The Employer shall be responsible for all medical examination(s) which are job related for employee(s). All medical examinations or medical interviews required by the Employer shall be on the Employer's time.

25.11 Point of Purchase Prescription Plan

The Employer will provide an eighty percent (80%) point-of-purchase prescription plan with a five dollar (\$5.00) prescription/user fee.

25.12 Age 65 & Over Health and Welfare Benefits

Effective on the date of ratification, all employees age 65 and over will receive the Health and Welfare in-lieu allowances identified in Article 31.4, which will be paid directly into a Health Spending Account.

Effective on the date of ratification all employees age 65 and over, currently receiving a superior benefit (including EHC, Dental, STIIP, 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 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's clothing from excessive dirt, grease, sparks or chemicals.

- (b) The Employer agrees to supply the following protective apparel:
- (1) Individual issue coveralls to the following:
 - (i) *General Tradesman* - maximum three (3) pair per week;
 - (ii) *Apprentices* - three (3) pair per week.
 - (2) Individual issue laboratory coats or counter coats:
 - (i) *Mechanic Supervisor* - maximum two (2) per week;
 - (3) Individual issue welder's leather jackets and aprons where appropriate.
 - (4) Plant issue rubber boots, aprons, gloves and goggles where appropriate when employees are cleaning or washing machinery or equipment.
 - (5) Individual issue coveralls to operators - two (2) pair annually.
 - (6) Plant issue coveralls to Yardmen when required.
 - (7) Plant issue coveralls to those employees engaged in the operation of Distributor Trucks, engaged in the operation of open highways sweepers and those engaged in sign maintenance, asphalt patching and crack sealing.
- (c) Any individual issue item described above must be worn by the employee on a regular basis or the Employer reserves the right to cancel this issue.
- (d) Where the Employer supplies items listed above, the Employer agrees to bear the cost of approved laundering and repair. Laundry and repair for Machine Operators and Bridge Crew employees shall be the equivalent of one (1) pair every two (2) weeks.

26.2 Safety Equipment

- (a) With the exception of boots and prescription glasses, the Employer will supply all safety equipment required for the job under Workers' Compensation Board Regulations. Where the following safety equipment is required by the Workers' Compensation Board, it will be issued on an individual basis:
- Hard hats and liners where required;
 - Safety gloves;
 - Safety or welding goggles and helmets;
 - Respirators;
 - Protective hearing devices;
 - Winter and summer chainsaw pants.
- (b) Replacement of unserviceable items will be made upon surrender of the items to be replaced.

26.3 Lockers

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

26.4 Replacement Provisions

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

26.5 Tools

- (a) No employees, other than those classified as tradespersons, or apprentices, will be required to supply work tools or equipment.
- (b) An employee shall furnish and replenish their inventory of personal hand tools. The Employer shall furnish and maintain power tools, specialty tools, testing equipment and all other equipment as required to service or repair employer owned, rented or leased equipment.
- (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 hand tools, pneumatic tools, power tools and tool boxes required for the job, which may be lost, worn out or broken while used on the job, upon reasonable proof of such, wearing, loss or breakage, and proof that there has been no negligence on the part of the employee. Replacement will be of equal quality. In order for the employee to qualify for replacement of tools, the employee must provide in advance to the Employer a written inventory of their tools approved by the appropriate employer designate detailing the number, type, make, and serial number (if applicable) of each tool.
- (e) All employees who qualify for the above clauses shall receive a two hundred dollar (\$200.00) tool allowance to be paid out on the first (1st) pay in May annually.

Effective August 16, 2013 the tool allowance will be increased to two hundred and twenty dollars (\$220.00) annually.

Effective August 16, 2014 the tool allowance will be increased by the Labour Component of the Annual Price Adjustment.

Effective August 16, 2015 the tool allowance will be increased by the Labour Component of the Annual Price Adjustment.

Effective August 16, 2016 the tool allowance will be increased by the Labour Component of the Annual Price Adjustment.

Effective August 16, 2017 the tool allowance will be increased by the Labour Component of the Annual Price Adjustment.

Effective August 16, 2018 the tool allowance will be increased by the Labour Component of the Annual Price Adjustment.

Effective August 16, 2019 the tool allowance will be increased by the Labour Component of the Annual Price Adjustment.

Effective August 16, 2020 the tool allowance will be increased by the Labour Component of the Annual Price Adjustment.

26.6 Comprehensive Insurance

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

- (b) Employees shall provide a comprehensive list of all tools requiring insurance and they shall update the list as necessary. This list shall be kept on the employee's personnel file.
- (c) The employee shall be entitled to full replacement value of equivalent quality.

ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES

27.1 Paydays

- (a) Employees shall be paid biweekly every second Friday. Auxiliary employees shall receive their paycheque no later than four (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 three (3) weeks from the date of earning them.
- (c) Where direct deposit is instituted, the employer will deposit, without cost to the employee, an employee's pay in a participating chartered bank, trust company or credit union of the employee's choice on or before the appropriate payday. 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.
- (d) Employees working shifts shall receive paycheques in accordance with the following:
 - (1) Day shifton the payday;
 - (2) Afternoon shift.....coming off the shift prior to the payday;
 - (3) Night shift.....coming off the shift the morning of the payday.

27.2 Rates of Pay

Employees shall be paid in accordance with the rates of pay as set out in Appendices 2 and 3.

27.3 Substitution Pay

- (a) When an employee temporarily substitutes in, or performs the principal duties of, a higher paying position, they shall receive the rate for the job. Employees on short-term disability leave, special leave, or any other paid leave of absence will be entitled to the basic rates of pay they received prior to substituting in a higher position.
- (b) Substitution pay is payable when an employee assumes responsibilities of a higher paying classification as a result of designation by the Employer or as a result of operational requirements. However, the Employer reserves the right, subject to the grievance procedure, to determine the legitimacy of the substitution pay claim. In order to facilitate a fair and reasonable administration of this article, the Employer will draw up regulations defining the circumstances under which an employee may undertake substitution work without prior authorization.
- (c) Where an employee works part days at a higher paying position, for more than one-half ($\frac{1}{2}$) hour, they shall be paid the higher rate by one-half ($\frac{1}{2}$) day increments.
- (d) The application of this article shall not include training time.
- (e) The Employer agrees that, except in the case of emergency, an employee's workload will not be increased as a result of positions being temporarily vacant due to illness, vacation, leave of absence, or any other reason.

(f) Substitution to a higher paid position shall be offered to the senior qualified employee in the classification series within a seniority block.

(g) Where an established supervisory position normally exists, it shall be the normal practice that a substitute be designated in accordance with this article.

27.4 Rate of Pay on Reclassification or Promotion

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

27.5 Pay on Temporary Assignment

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

27.6 Wage Protection and Downward Reclassification of Position

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

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

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

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

27.7 Vehicle Allowance

Vehicle allowances for all distances travelled on employer business shall be paid to employees required to use their own vehicles in the performance of their duties. Ownership of a vehicle shall not be a condition of employment.

Effective date of ratification - thirty-eight cents (38¢) per kilometre

Effective August 16, 2013 the Vehicle Allowance will be increased to forty-two cents (42¢) per kilometre.

Effective August 16, 2014 the Vehicle Allowance will be increased by the Labour Component of the Annual Price Adjustment.

Effective August 16, 2015 the Vehicle Allowance will be increased by the Labour Component of the Annual Price Adjustment.

Effective August 16, 2016 the Vehicle Allowance will be increased by the Labour Component of the Annual Price Adjustment.

Effective August 16, 2017 the Vehicle Allowance will be increased by the Labour Component of the Annual Price Adjustment.

Effective August 16, 2018 the Vehicle Allowance will be increased by the Labour Component of the Annual Price Adjustment.

Effective August 16, 2019 the Vehicle Allowance will be increased by the Labour Component of the Annual Price Adjustment.

Effective August 16, 2020 the Vehicle Allowance will be increased by the Labour Component of the Annual Price Adjustment.

The vehicle allowance rates are subject to the limits established by the Canada Revenue Agency (CRA).

27.8 Meal Allowances

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

Meal allowance shall be:

- Breakfast\$ 8.50
- Lunch.....\$10.50
- Dinner\$18.50

Effective August 16, 2013 the Meal Allowances will be increased to:

- Breakfast\$ 9.35
- Lunch.....\$11.55
- Dinner\$20.35

Effective August 16, 2014 the Meal Allowances will be increased by the Labour Component of the Annual Price Adjustment.

Effective August 16, 2015 the Meal Allowances will be increased by the Labour Component of the Annual Price Adjustment.

Effective August 16, 2016 the Meal Allowances will be increased by the Labour Component of the Annual Price Adjustment.

Effective August 16, 2017 the Meal Allowances will be increased by the Labour Component of the Annual Price Adjustment.

Effective August 16, 2018 the Meal Allowances will be increased by the Labour Component of the Annual Price Adjustment.

Effective August 16, 2019 the Meal Allowances will be increased by the Labour Component of the Annual Price Adjustment.

Effective August 16, 2020 the Meal Allowances will be increased by the Labour Component of the Annual Price Adjustment.

27.9 Isolation Allowance

(a) As set out below, an isolation allowance shall be paid to those in isolated locations who, prior to October 28, 1988, were in receipt of the isolation allowance from the Public Service of British Columbia as listed below:

	Current	August 16, 2013
McBride	\$67.32 biweekly	\$74.05
Tête Jaune	\$67.42 biweekly	\$74.16
Blue River	\$74.46 biweekly	\$81.91

Effective August 16, 2014 the Isolation Allowances will be increased by the Labour Component of the Annual Price Adjustment.

Effective August 16, 2015 the Isolation Allowances will be increased by the Labour Component of the Annual Price Adjustment.

Effective August 16, 2016 the Isolation Allowances will be increased by the Labour Component of the Annual Price Adjustment.

Effective August 16, 2017 the Isolation Allowances will be increased by the Labour Component of the Annual Price Adjustment.

Effective August 16, 2018 the Isolation Allowances will be increased by the Labour Component of the Annual Price Adjustment.

Effective August 16, 2019 the Isolation Allowances will be increased by the Labour Component of the Annual Price Adjustment.

Effective August 16, 2020 the Isolation Allowances will be increased by the Labour Component of the Annual Price Adjustment.

(b) The Joint Labour/Management Committee as noted in Article 7 of this agreement will consider any future applications from any newly created isolated locations.

(c) The parties agree that there shall be no reduction in isolated locations unless by mutual agreement of the parties.

27.10 Abnormal Working Conditions

Premium rates for abnormal working conditions shall be as follows:

(a) *Dirty Money*

A premium allowance of seventy-five cents (75¢) per hour shall be paid in addition to regular rates of pay to employees in trades, helper or apprentice classifications required to work in areas contaminated with sewage. Premium allowance shall apply to actual time while exposed, except that the minimum time shall be one-half (½) hour.

Effective August 16, 2013 the Dirty Money allowance will be increased to eighty-three cents (83¢) per hour.

(b) *Welding and Cutting of Galvanized Material*

A premium allowance of one dollar (\$1.00) per hour shall be paid in addition to regular rates of pay for employees required to weld or torch cut galvanized material. Premium allowance shall apply to actual time while exposed except that the minimum time shall be one-half (½) hour.

Effective August 16, 2013 the Welding and Cutting of Galvanized Material allowance will be increased to one dollar and ten cents (\$1.10) per hour.

(c) For mechanical repairs performed outside in -35° Celsius or colder a premium of seventy-five cents (75¢) per hour will be paid for the time exposed with a minimum of one-half (½) hour.

Effective August 16, 2013 the cold weather mechanical repairs allowance will be increased to eighty-three cents (83¢) per hour.

Effective August 16, 2014 all Abnormal Working Conditions allowances in Clause 27.10 will be increased by the Labour Component of the Annual Price Adjustment.

Effective August 16, 2015 all Abnormal Working Conditions allowances in Clause 27.10 will be increased by the Labour Component of the Annual Price Adjustment.

Effective August 16, 2016 all Abnormal Working Conditions allowances in Clause 27.10 will be increased by the Labour Component of the Annual Price Adjustment.

Effective August 16, 2017 all Abnormal Working Conditions allowances in Clause 27.10 will be increased by the Labour Component of the Annual Price Adjustment.

Effective August 16, 2018 all Abnormal Working Conditions allowances in Clause 27.10 will be increased by the Labour Component of the Annual Price Adjustment.

Effective August 16, 2019 all Abnormal Working Conditions allowances in Clause 27.10 will be increased by the Labour Component of the Annual Price Adjustment.

Effective August 16, 2020 all Abnormal Working Conditions allowances in Clause 27.10 will be increased by the Labour Component of the Annual Price Adjustment.

27.11 Upgrading Qualifications

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

27.12 Accommodation, Board and Lodging

Accommodation, board and lodging allowances for employees required to work away from their seniority block shall be as per Appendix 5.

27.13 Relocation Expenses

Regular employees, who have to move from one (1) seniority block to another after winning a competition, or at the Employer's request, shall be entitled to relocation expenses, as per Appendix 5.

27.14 Retirement Allowance

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

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

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

12

The retirement allowance will only apply to regular employees who would be eligible at the time of the expiry of the existing collective agreement (August 31, 2021).

27.15 Telephone Allowance

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

27.16 Training Allowance

Operators who are required by the Employer to provide training to a specified level and to certify to the competency of the employees so trained shall receive a premium of fifteen dollars (\$15.00) per day while training. In such cases, the senior qualified operator with the capacity to provide training in the required class of equipment shall be given the opportunity to provide such training.

Effective August 16, 2013 the clause will read as follows:

“On-the-job operator trainers shall receive sixteen dollars and fifty cents (\$16.50) per day in addition to their daily salary (with prior authorization from the Employer). In such cases, the senior qualified operator with the capacity to provide training in the required class of equipment shall be given the opportunity to provide such training.”

*see MOA#3 for training proficiency guidelines.

Effective August 16, 2014 the Training Allowance will be increased by the Labour Component of the Annual Price Adjustment.

Effective August 16, 2015 the Training Allowance will be increased by the Labour Component of the Annual Price Adjustment.

Effective August 16, 2016 the Training Allowance will be increased by the Labour Component of the Annual Price Adjustment.

Effective August 16, 2017 the Training Allowance will be increased by the Labour Component of the Annual Price Adjustment.

Effective August 16, 2018 the Training Allowance will be increased by the Labour Component of the Annual Price Adjustment.

Effective August 16, 2019 the Training Allowance will be increased by the Labour Component of the Annual Price Adjustment.

Effective August 16, 2020 the Training Allowance will be increased by the Labour Component of the Annual Price Adjustment.

27.17 Salary Rate Upon Employment

The hiring rate of pay for a new employee shall not be higher than the rate of pay for an existing employee in the same classification.

27.18 Salary Rate on Demotion

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

27.19 Expenses Within Headquarters Area

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

27.20 Foot Wear Allowance

Once each calendar year, every regular employee who has been employed for a minimum of one (1) year shall receive up to a one hundred and twenty-five dollar (\$125.00) footwear allowance upon providing a receipt of purchase. This applies to auxiliaries who have completed six (6) months service in a calendar year.

Effective August 16, 2013 the Foot Wear Allowance will be increased to one hundred and thirty-seven dollars and fifty cents (\$137.50).

Effective August 16, 2014 the Foot Wear Allowance will be increased by the Labour Component of the Annual Price Adjustment.

Effective August 16, 2015 the Foot Wear Allowance will be increased by the Labour Component of the Annual Price Adjustment.

Effective August 16, 2016 the Foot Wear Allowance will be increased by the Labour Component of the Annual Price Adjustment.

Effective August 16, 2017 the Foot Wear Allowance will be increased by the Labour Component of the Annual Price Adjustment.

Effective August 16, 2018 the Foot Wear Allowance will be increased by the Labour Component of the Annual Price Adjustment.

Effective August 16, 2019 the Foot Wear Allowance will be increased by the Labour Component of the Annual Price Adjustment.

Effective August 16, 2020 the Foot Wear Allowance will be increased by the Labour Component of the Annual Price Adjustment.

27.21 Cost Savings

The Company will issue employees identification to be used at participating suppliers in order to enable the employee to purchase items at discounted prices as long as such purchases are for personal or family benefit. Employees must not use the benefit for profit or gains.

ARTICLE 28 - CLASSIFICATION SPECIFICATIONS**28.1 Classification Specifications**

Classification specifications shall be developed no later than one hundred and eighty (180) days from ratification of this collective agreement, and shall be included in the printing of the collective agreement. In the event that the parties are unable to agree the matter shall be referred to arbitration utilizing the list in Article 9.2.

28.2 Classification and Salary Adjustments

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

- (d) The new rate of pay shall be effective on the date agreed to by the parties, or the date set by the Arbitrator but, in any event, not earlier than the date of implementation.

ARTICLE 29 - APPRENTICESHIP PROGRAM

29.1 Administration and Implementation of Apprenticeship Programs

The Employer and the Union recognize that Apprenticeship Programs are the normal procedure for obtaining Trades qualifications. Administration and implementation of Apprenticeship Programs will be administered by the Employer.

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 one (1) year service from the date the costs were incurred. These costs will be deducted from the employee's pay.
- (d) Apprentices on travel status will qualify for board and lodging expenses while attending school required by Industrial Training Authority. Rates will be in accordance with Appendix 5.

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 5 and shall be placed on travel status.

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.

29.5 Employment

Upon completion of an Apprenticeship Program, employees may be offered a regular Trades Journeyman position pursuant to Article 12, unless the employee was entitled to such provisions prior to the commencement of the Apprenticeship program.

ARTICLE 30 - TRAINING AND SERVICE CAREER POLICY

30.1 Employee Training

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

30.2 Selection for Training

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

30.3 On-the-Job Operator Training

Operator training will be offered to the most senior employee in the appropriate classification within the seniority block provided they have applied for training in writing. If no employee is available in the appropriate classification, the most senior employee in the machine operator series within the seniority block will be offered such training.

- (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 formal "*on-the-job*" operator training and where successful attainment of a recognized level of operating proficiency could result in qualification for a higher classification, the employee's progress toward the recognized level of proficiency shall be reviewed by their training operator, supervisor and mechanical foreman and a recommendation will be made to the local manager or the appropriate designated authority within forty (40) working days. If the employee has not reached the required level of proficiency, they will be recommended for further training or will revert to their former position.
- (c) An employee may be rejected from the training program for reasonable cause. An employee shall be informed in writing of the reasons for such rejection and such rejection shall be subject to the grievance procedure.
- (d) Employees operating equipment at a higher level shall be paid substitution pay in accordance with Article 27.4 unless they are under supervision for formal "*on-the-job*" operator training.
- (e) The Employer agrees that, for each piece of equipment rated at a Machine Operator 5 or higher rate within a yard, one (1) member in addition to incumbents must be trained to operate. When this requirement is not met, training will be initiated.

30.4 Completion of Courses on Company Time

Employees may, at the sole option of the Employer, be granted reasonable time during the regular workday to complete employer-approved courses.

30.5 Reimbursement for Approved Courses

- (a) Employees shall, upon successful completion of job related courses, be reimbursed one hundred percent (100%) of employer pre-approved costs.
- (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.
- (d) After successful completion of employee initiated courses the employee must remain an employee of the Company for twelve (12) months or reimburse all monies paid on a pro rata basis.

30.6 Training Away from Regular Seniority Block

Where the Employer requires employees to take training away from their seniority block, 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 5.

30.7 Operator Training Guide

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.

ARTICLE 31 - AUXILIARIES

31.1 Appointment and Conversion to Regular

- (a) An auxiliary employee shall receive a letter of appointment clearly stating their employment status and expected duration of employment.
- (b) Auxiliary employees who are on appointments of a specified duration and who work eighteen hundred and twenty-seven (1,827) hours at straight-time in a fifteen (15) month period shall be converted to regular status provided the Employer feels such work specified by the appointment is to be of an ongoing and permanent nature. Conversion of such temporary employees to regular status will be effective the beginning of the month following the month in which they attain the required hours. The Employer, in making a determination if an auxiliary employee should be converted to regular status, will abide by the principles of the Vince Ready award of July 2, 1984 concerning the meaning of continuous.
- (c) Auxiliary employees converted to regular status pursuant to Clause 31.1(b) shall be notified in writing. Such letter shall indicate conversion date, point of assembly, and necessary documentation to enrol in the employee benefit program.

31.2 Layoff and Recall

- (a) Layoff of auxiliary employees shall be by classification in reverse order of seniority within a seniority block. The Employer shall provide the following advance written notification of layoff:
 - (1) five (5) workdays notice to auxiliary employees who have completed five hundred (500) straight-time hours since their previous layoff;
 - (2) ten (10) workdays notice to auxiliary employees who have completed one thousand (1,000) straight-time hours since their previous layoff.

If the employee has not had the opportunity to work such workdays after notice of layoff, they shall be paid in lieu of work for that part of the notice period during which work was not made available.

- (b) Auxiliary employees on layoff shall be recalled in order of seniority within a seniority block 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 registered mail, email or telephone. Where that is not possible, contact will be by other means.

(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 six (6) month period (January to June and July 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 or ICBC claim;

(ii) maternity leave;

(iii) absence on bereavement leave;

(iv) leave to participate in activities of a Reserve Component of the Canadian Armed Forces, or Provincial Emergency Program, or fire or police training seminars;

(v) 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;

(vi) 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;

(vii) union leave per Clause 2.10 or 2.11;

(viii) jury duty;

(ix) medical or dental appointments;

(x) any approved leave of absence without pay.

(d) In the event that there is a requirement for an increase in the workforce, the Employer may hire new auxiliary winter shift employees, for orientation and training purposes only, prior to the recall of the former auxiliary employees. Such orientation and training shall not constitute a normal recall for the purpose of (b) above. This situation shall not result in increased hours of work to new employees over the duration of the winter shift. Such new employees will accrue seniority during this orientation and training period.

(e) (1) Auxiliary employees, with the agreement of the Employer, may specify seasonal period of unavailability. Such agreed to periods and any alterations thereto, shall be in writing and include an effective date.

(2) Should an auxiliary employee wish to revert from having specific days and/or time of unavailability, the employee may do so by providing the Employer with ten (10) days written notice.

(f) Auxiliary employees working a winter shift may be temporarily laid off, for short periods, in reverse order of service seniority, by winter shift crew, so that scheduled crews can be maintained. Under these circumstances an auxiliary employee will be recalled by service seniority to the same crew, as required.

31.3 Auxiliary Displacement

- (a) Within a seniority block, senior auxiliary employees may opt to displace junior auxiliary employees who have been recalled outside of the recall period or if a senior auxiliary is unavailable for recall pursuant to Clause 31.2(c)(4).
- (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 Article 31.2(c)(4) above.
- (c) Where a senior auxiliary employee has displaced a junior auxiliary employee pursuant to Article 31.3(a), the displaced auxiliary shall not be entitled to the notice of layoff provisions of Article 31.2(a).
- (d) Where a senior auxiliary employee displaces a junior auxiliary employee pursuant to Article 31.3(a), and where notice of layoff has been given pursuant to Article 31.2, the Employer shall not be obligated to extend notice of layoff beyond that notice of layoff which has been given.

31.4 Health and Welfare

In lieu of health and welfare benefits, auxiliary and post age sixty-five (65) employees shall receive compensation of seventy cents (70¢) per hour to a maximum of forty-nine dollars (\$49.00) biweekly.

Employees who are entitled to health and welfare benefits under the collective agreement shall not be entitled to access the Health Spending Account benefit as outlined in the Health Spending Account memorandum. If an employee who has a Health Spending Account becomes entitled to collective agreement health and welfare benefits, any balance in the employee's Health Spending Account shall be paid out as per the guidelines in the Health Spending Account memorandum.

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

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

31.5 Medical, Dental and Group Life Insurance

- (a) Subject to carrier approval, auxiliary employees will be eligible for coverage under Clauses 25.1, 25.2, 25.3, 25.4, and Long-Term Disability after completion of one thousand one hundred (1,100) hours in a twelve (12) month period. Such auxiliary employees receiving benefits under this clause will not receive the lieu pay provided for in Clause 31.4.
- (b) Auxiliary employees will cease to be entitled to coverage under (a) above when they:
 - (1) fail to maintain one thousand one hundred (1,100) hours worked at the straight-time rate within a twelve month period following the year in which they qualified under Article 31.5(a).
 - (2) lose their seniority in accordance with Clause 11.4.
- (c) Auxiliary employees qualified under (a) above shall be entitled to maintain coverage under such Plans while on layoff by paying the premium themselves starting the month following the month they are laid off.
- (d) When an auxiliary employee on layoff, who has previously qualified under (a) above and has not ceased to be entitled under (b) above, is recalled, the employee shall immediately be entitled to the benefits under (a) above until they lose the entitlement as provided for in Article 31.5(a).

31.6 Vacation Entitlement for Auxiliary Employees

Auxiliary employees will be entitled to receive vacation pay at the rate of six percent (6%) of their regular earnings. Auxiliary employees shall receive their earned vacation pay upon termination or be paid biweekly on paydays.

31.7 Application of Agreement

- (a) Except as otherwise noted in this article, the provisions of Articles 13, 18, 19, 21 and 25 do not apply to auxiliary employees. The provisions of other articles apply to auxiliary employees except as otherwise indicated.
- (b) Where leave from work is required, auxiliary employees shall be entitled to the provisions of Article 20, however such leaves shall be without pay and without loss of seniority.
- (c) For the purpose of Article 21, Maternity and Parental Leave for auxiliary employees shall be in accordance with the *Employment Standards Act*.

31.8 Auxiliary Wage Scale

The auxiliary wage scale will be as follows:

- 85% - 0 to 1,000 hours
- 90% - 1,001 to 1,500 hours
- 95% - 1,501 to 2,000 hours
- 100% - 2,000 hours or more

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

Auxiliary employees will move to the new adjusted rate, pursuant to the above scale upon ratification. No existing auxiliary employee will have their pay reduced by moving to the new adjusted rate. Employees presently at 85% will move to 95% after six hundred and nine (609) hours worked and 100% after two thousand (2,000) hours worked.

ARTICLE 32 - PENSION PLAN

32.1 Establishment of a Plan

- (a) The Employer and the Union agree to comply with the BC *Pension Benefits Standards Act (SBC 2012)*.
- (b) The Employer agrees to remain (become) a contributing employer to the Pension Fund of the BC Target Benefit Pension Plan.
- (c) All regular employees covered by this agreement shall participate in the BCGEU Pension Fund.
- (d) Upon application "*eligible*" employees, other than regulars, shall participate in the Target Benefit Pension Plan.

32.2 Definition of Eligible Employee

- (a) Eligible employees for the purpose of the BC Target Benefit Pension Plan include all regular employees, all qualifying employees covered by this agreement and those employees as provided for in the *Pension Benefits Standards Act of British Columbia* who are eligible "*after completing two (2)*

consecutive years of employment since 1993 in Contract Area 20, earnings of not less than thirty-five percent (35%) of the Year's Maximum Pensionable Earnings as annually determined by Revenue Canada".

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

32.3 Contribution Rates

(a) The Employer's contribution rate to the Pension fund shall be nine point five percent (9.5%) as of October 1, 2001. The Employer shall also deduct from each eligible employee's gross monthly earning five and one-half percent (5½%) and remit that amount together with the Employer's required contribution on behalf of each employee to the Pension Fund, or where entitlement is granted otherwise pursuant to this agreement.

(b) Employees who participate in the Plan shall have the opportunity to make voluntary contributions.

Effective September 1, 2021 (effective date of the new collective agreement), the Employer contribution rate shall be reduced by (2%). The Employer contributions will be restored to the previous level with (50%) of wage increases [The Labour Component of the Annual Price Adjustment (COLA) in the Ministry of Transportation and Infrastructure Maintenance Agreement (Schedule XXXX)] that come into effect after the (4%) in COLA increase savings are realized.

32.4 Definition of Gross Earnings

Gross earnings, for purposes of this article, unless otherwise specified by the collective agreement, is defined as the sum of the wages, disability income pursuant to the provisions of Appendix 1, Workers' Compensation Board benefits, vacation pay received in a calendar month, and overtime pay. Notwithstanding the foregoing money paid in lieu of vacation shall be specifically excluded in the determination of salary. Other allowances shall also be included in the determination of gross salary.

32.5 Remittance of Contributions

(a) All employer and employee required contributions payable in respect of any pay periods ending in a calendar month, shall be paid no later than ten (10) calendar days after the end of the month in respect of which the contribution is applicable. The remittance shall be made in accordance with statutory regulations contained in Section 37 of the *Pension Benefits Standards Act* (SBC 2012).

(b) The Pension Remittance Report submitted by the Employer shall be sent electronically in ASC11 format or compatible language.

32.6 Late Remittance

In the event that contributions are not remitted in the manner provided in Clause 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 Clause 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.

The payment of such delinquency charge will be made in a manner prescribed by the B.C. Government and Service Employees' Union or its designate and is payable as liquidated damages and not as a penalty.

32.7 Pension 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 Clause 32.3 above, to a maximum duration of two (2) years. Such amount would be based on the disability benefit received.

32.8 Discontinuance of Contributions

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

32.9 Statutory Compliance

The Employer and the Union agree to comply with all applicable provisions of the British Columbia *Pension Benefits Standards Act*.

ARTICLE 33 - GENERAL CONDITIONS

33.1 Point of Assembly

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

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

33.4 Indemnity

(a) *Civil Actions*

Except where there has been flagrant or wilful negligence on the part of an employee, the Employer agrees not to seek indemnity against an employee whose actions result in a judgement against the Employer. The Employer agrees to pay any judgement against an employee arising out of the performance of their duties. 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 the Employer shall assume liability 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 himself requires or retains legal counsel in regard to the incident or course of events;
- (3) where any investigative body or authority first notifies the employee of 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 Payroll Deductions

An employee shall be entitled to have deductions from their salary assigned for the purchase of Pension Funds. The Employer is not responsible if the employee exceeds Revenue Canada contribution limits.

33.6 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.

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.

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

Collective Agreement
between
LAKES DISTRICT MAINTENANCE INC.
(Contract Area 20)
and the
B.C. GOVERNMENT & SERVICE EMPLOYEES' UNION
Effective from September 1, 2021 to August 31, 2029

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

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

33.7 Travel Advance

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

33.8 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.

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

(b) *Federal and Provincial Offices*

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

33.9 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

33.10 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.

33.11 Students

- (a) The Company reserves the right to hire students during the summer months. First preference shall be given to sons and daughters of current employees.
- (b) The student rate of pay will be set according to Appendix 2.
- (c) Students will not be entitled to the benefits discussed in Article 25.
- (d) Other terms and conditions applicable to students are provided in Memorandum of Understanding 4.
- (e) Both parties recognize the benefits of providing summer employment for students. It is the intent of the Employer to provide an opportunity for summer employment for students. Immediate family members of the Employer shall be given first option on student employment. Students shall join the Union.
- (f) Students are restricted to the following:
 - (1) rest area maintenance/clean-up;
 - (2) roadside clean-up;
 - (3) flagging;
 - (4) miscellaneous activities as mutually agreed to by the Labour Management Committee;
 - (5) in (1),(2) and (3) above they will work under the direction of a bargaining unit position, as required;
 - (6) students employed shall be restricted to the period from May 15th to September 15th each year (extensions subject to mutual agreement at the Joint Labour/Management Committee);
 - (7) students shall receive four percent (4%) in lieu of vacation, to be paid biweekly each payday;
 - (8) the following articles shall not apply to students: 11, 12, 13, 18, 20, 23, 25, 30, 31, 32 and 33 (33.11 does apply);
- (g) Selection process for students:
 - (1) sons and daughters of employees will be given first preference for summer employment;
 - (2) if there is a further requirement for students the Employer will consider other applicants;
 - (3) for the purpose of recall there will be two (2) seniority lists. Students who are sons or daughters and students who are not sons or daughters.

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

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

This agreement shall be binding on the parties hereto and shall be effective from September 1, 2021 and remain in full force and effect, absent strike or lockout for a term of eight (8) years being August 31, 2029.

34.2 Notice to Bargain

- (a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after June 1, 2021, but in any event not later than midnight, June 30, 2021.

(b) Where no notice is given by either party prior to June 30, 2021, both parties shall be deemed to have given notice under this clause on June 30, 2021.

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

(d) Where a party to this agreement has given notice under Section (a) above, the parties shall, within ten (10) days after the notice was given or at such other times as may be mutually agreed, commence collective bargaining.

34.3 Commencement of Bargaining

Where a party to this agreement has given notice under Clause 34.2, the parties shall, within fourteen (14) days after the notice was given, commence collective bargaining or delay collective bargaining to no later than August 31, 2021 .

34.4 Change in Agreement

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

34.5 Agreement to Continue in Force

Both parties shall adhere fully to the terms of this agreement, in full force, absent strike or lockout during the period of bona fide collective bargaining.

34.6 Effective Date of Agreement

The provisions of this agreement, except as otherwise specified , shall come into force and effect on the date of ratification of this agreement. For the purpose of this contract the date of ratification is March 17, 2012.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

Stephanie Smith
President

Bakul Redhu
Human Resources Manager

Robin Barton
Bargaining Committee Chairperson

Cori Funk
Regional Operations Manager

Doug Longuskie
Bargaining Committee

Rod Saul
Operations Manager SA 20

Robin Tyacke
Bargaining Committee

Mike Philip
General Manager

Celina Taylor
Staff Representative

Christine Peters
Regional Coordinator

Signed this _____ day of _____, 20____.

APPENDIX 1
Re: 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 (1st) day of the month following the month the probationary period ends.

Auxiliary employees must qualify as per Clause 31.5 for entitlement to the provisions of the appendix.

(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 their regular rate of pay 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.

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 for a period not to exceed seven (7) months from date of absence, (Short-Term Plan Period).

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

- (1) Compensatory Time Off (CTO);
- (2) Vacation entitlement.

1.3 Recurring Disabilities

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

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

(c) Employees who return to work after being absent because of illness or injury, and after working five (5) or more consecutive scheduled days of work, again become unable to work because of the same illness or injury will be entitled to a further seven (7) month period of benefits under this Plan, 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
- (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 Article 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, IBC 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 STIFF 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 seven (7) month period remaining from the scheduled date of return to work. For maternity leave, the intention is no coverage for normal pregnancy.

1.7 Employee to Inform Employer

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

1.8 Entitlement

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

1.9 UI 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) A regular employee shall be covered by the Long-Term Disability Plan upon completion of six (6) months active employment with the Employer. To be covered by the Plan, an auxiliary employee must qualify as per Clause 31.5

(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 seven (7) months, including periods approved in Article 1.3(a) and (c), they shall be eligible to receive a monthly benefit as follows:

(a) An employee shall receive a monthly benefit equal to the sum of:

(1) Sixty-eight point three percent (68.3%) of the first two thousand two hundred dollars (\$2,200) of monthly earnings; and

(2) Fifty percent (50%) of the monthly earnings above two thousand two hundred dollars (\$2,200).

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

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

(b) The 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 the Pension Plan and will continue to be covered by Group Life, Accidental Death and Dismemberment, Extended Health, dental and medical Plans. Employees will not be covered by any other portion of this collective agreement, but will retain seniority rights should they return to employment within six (6) months following cessation of benefits.

(d) When an employee is in receipt of the benefit described in (a) above, contributions required for benefit Plans in (c) above will be waived by the Employer.

(e) An employee engaged in rehabilitative employment with the Employer and who is receiving partial Long-Term Disability benefit payments will have contributions required for benefit Plans in (c) above waived by the Employer.

2.3 Total Disability

(a) Total disability, as used in this Plan, means the complete inability because of an accident or sickness of a covered occupation for the first two (2) years of disability. Thereafter, employees able by reason of education, training or experience to perform the duties of a gainful occupation for which the rate of pay is not less than seventy-five percent (75%) of the current rate of pay of their regular occupation at date of disability will not be considered totally disabled and will therefore not be eligible for benefits under this 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 Article 2.2(a), the provisions of Article 2.3(c)(1) shall not apply until the employee is receiving a benefit under Article 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 and the employee at time of hiring and specifically addressed in their letter of appointment.

2.5 Pre-Existing Conditions

An employee shall not be entitled to 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 IBC Weekly Indemnity payments or, in the case of personal insurance coverage, integration will apply to the extent that the combination of Plan benefits and IBC Weekly Indemnity payments or, personal insurance disability income benefits exceed either:

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

Notwithstanding the above, where an employee makes a successful wage loss claim against a third party for an injury for which the employee received or would receive Long-Term Disability 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 date that is seven (7) months prior to their sixty-fifth (65th) birthday;
- (b) on the date of commencement of paid absence prior to retirement; or
- (c) on the date of termination of employment with the Employer.

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

2.9 Leave of Absence

Employees on leave of absence without pay may opt to retain coverage under the Plan and shall pay the full premium, except when on approved Maternity Leave. Coverage will be permitted for a period of eighteen (18) months of absence without pay. If an employee on leave of absence without pay or with partial pay, who has elected coverage under this Plan, becomes disabled, benefits under this Plan will be based upon monthly earnings immediately prior to the current leave of absence, and will be paid upon scheduled date of return to work.

2.10 Benefits Upon Plan Termination

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

2.11 Contributions

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

2.12 Claims

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

Written notice of an appeal must be submitted within six (6) months from the date the claims-paying agent rejected the claim. The expenses incurred by a Claims Review Committee will be paid by the Plan. Where an employee has disputed the decision of the claims-paying agent and is awaiting the outcome of a review or an appeal, the employee will be considered to be on leave of absence without pay during the portion of the waiting period when they are not receiving pay or benefit allowance. During the waiting period an employee will continue to be covered by Group Life, Extended Health, dental and medical plans.

2.13 Physical Examination

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

2.14 Canadian Currency

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

2.16 Administration

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

2.16 Implementation by Regulation

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

2.18 Benefit Level

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

**APPENDIX 2
Re: Classifications and Rates of Pay**

Hourly Rates

CLASSIFICATIONS		Current	Aug 16/2022 (COLA)	Aug 16/2023 (COLA)	Aug 16/2024 (COLA)	Aug 16/2025 (COLA)	Aug 16/2026 (COLA)	Aug 16/2027 (COLA)	Aug 16/2028 (COLA)	Aug 16/2029 (COLA)
ROADS										
Foreman 1	RF 1	35.13	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Foreman 2	RF 2	36.16	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Labourer/Machine Operator 1	MO1	29.96	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Machine Operator 3	MO 3	31.69	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Machine Operator 4	MO 4	32.49	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Machine Operator 5	MO 5	33.35	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Machine Operator 7	MO 7	34.27	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Sign Maintenance (MO 4 rate)	SIG	32.49	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
TRADES										
Bridgeworker TJ	TJB	36.09	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Mechanic TJ	TJM	36.18	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Id. Warehouse TJ	TJW	32.12	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Bridgeworker TL	TLB	37.04	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Mechanic TL	TLM	37.17	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Id. Warehouse TL	TLW	32.97	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Bridgeworker TS	TSB	38.16	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Bridgework 1 (MO 3 Rate)	BR1	31.69	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
CLERICAL										
Office Clerical		23.49	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Students	STU	24.64	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Flaggers	FLA	24.64	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
➤ Trucks with wing plows to be paid MO 5 rate of pay.										
➤ Bridge Labourer reclassified to Bridgework 1.										
➤ Driver trainers receive an allowance of one hundred and fifty dollars (\$150.00) per month in addition to their salary.										
➤ On-the-job Operator Trainers shall receive fifteen dollars (\$15.00) per day in addition to their daily salary (with prior authorization from General Manager).										

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

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

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

It is understood that the Labour Component of the Annual Price Adjustment (COLA) will follow Schedule 2 of the Ministry of Transportation Maintenance Agreement and the Notice of Clarification and acknowledgement of agreement dated June 7, 2007.

August 16, 2014	The Labour Component of the Annual Price Adjustment (COLA) or zero percent (0%) which is ever higher.
August 16, 2015	The Labour Component of the Annual Price Adjustment (COLA) or zero percent (0%) which is ever higher.
August 16, 2016	The Labour Component of the Annual Price Adjustment (COLA) or zero percent (0%) which is ever higher.
August 16, 2017	The Labour Component of the Annual Price Adjustment (COLA) or zero percent (0%) which is ever higher.
August 16, 2018	The Labour Component of the Annual Price Adjustment (COLA) or zero percent (0%) which is ever higher.
August 16, 2019	The Labour Component of the Annual Price Adjustment (COLA) or zero percent (0%) which is ever higher.
August 16, 2020	The Labour Component of the Annual Price Adjustment (COLA) or zero percent (0%) which is ever higher.

Note: Where applicable, it is agreed that a daily rate is achieved by multiplying the hourly rate times the normal hours of work per the work schedule in effect, e.g., 7 hours times the hourly rate.

APPENDIX 3

Re: 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 Re: Classification Specifications

Foreman 1

Class Definition: Positions in this grade are under general direction of a Road Foreman II or General Foreman and are responsible for carrying out assigned leadhand functions relating to their respective classification.

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

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

Foreman 2

Class Definition: Positions in this grade are under general direction of the General Foreman and are responsible for carrying out assigned leadhand functions relating to their respective classification.

Education and Specialized Knowledge: Preferably secondary school graduation or equivalent; a thorough knowledge of the *Motor Vehicle Act and Regulations* as they pertain to the driving and/or operation of the vehicles, equipment and machinery under their supervision. Thorough knowledge of the Workers' Compensation Board Health and Safety Regulations. Holder of a requisite Workers' Compensation Board

First Aid Certificate. Completion of a Supervisory and Organisational Procedures training program. To read and interpret related technical information and maintain an up-to-date supervisory knowledge of designated work areas.

Experience: Related experience at the MO3 level or equivalent. Previous supervisory experience as a Road Leadhand or equivalent.

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

Typical Duties: Include to organize, schedule, assign and coordinate the work of an assigned crew in conjunction with other resources; to reorganise, reschedule and reassign job functions and resources according to work progress and/or priorities; to ensure established work standards of quality and quantity along with completion schedules of designated work and/or projects of assigned crew; to ensure corresponding resource materials, supplies and/or replacements are maintained for assigned crew; to ensure related work records and reports concerning work and/or project costs, progress, etc. are maintained for assigned crew; to provide and/or arrange work-related instruction for employees within the assigned crew, to carry out and/or participate in the initial planning, programming and estimating of resources and related costs required to accomplish and complete scheduled work and/or projects within annual budget in accordance with related standards and management direction; to carry out such functions as reviewing management reports and either implementing or preparing for corrective action and ensuring that corresponding fiscal control is maintained; to carry out field and/or job site inspections and ensure work progress, materials and/or other requirements are maintained under the general direction of their supervisor.

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

Labourer/Machine Operator 1

Education and Specialized Knowledge: Preferably secondary school graduation; a good working knowledge of the *Motor Vehicle Act and Regulations*; a good knowledge of safety rules and regulations as they pertain to the driving and/or operation of the vehicles, equipment and machinery involved; preferably graduation from a defensive driving course and/or a recognized training program in the driving and operation of commercial type vehicle or heavy equipment.

Experience: Three (3) years experience in related work.

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 with air); ability to work outdoors under varying weather conditions and operate the equipment listed below and ability to learn to operate a loader for the purposes of self-loading and to perform other assigned duties:

Equipment:



Machine Operator 3

Education and Specialized Knowledge: Preferably secondary school graduation; a good working knowledge of the *Motor Vehicle Act and Regulations*; a good knowledge of safety rules and regulations as they pertain to the driving and/or operation of the vehicles, equipment and machinery involved; preferably graduation from a defensive driving course and/or a recognized training program in the driving and operation of commercial type vehicle or heavy equipment.

Experience: Three (3) years experience in related work.

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 with air); ability to work outdoors under varying weather conditions and operate the equipment listed below and ability to learn to operate a loader for the purposes of self-loading and to perform other assigned duties:

Equipment:

- single axle truck equipped with/as pickup, crew cab, flat deck, van or tank body;
- dump box 1-4 cubic meters; sanders, front or underbody plow;
- single axle flusher truck;
- single axle flat deck truck with crane up to 8000lbs capacity;
- any of above pulling a single axle or tandem pull trailer;
- single or double drum roller of any size;
- fork lift (under 2000kg);
- sign truck;
- shop truck;
- chipper;
- Jonco (Patching Truck);
- steamer unit;
- and all like equipment to that noted above.

Machine Operator 4

Education and Specialized Knowledge: Preferably secondary school graduation; a good working knowledge of the *Motor Vehicle Act and Regulations*; a good knowledge of safety rules and regulations as they pertain to the driving and/or operation of the vehicles, equipment and machinery involved; preferably graduation from a defensive driving course and/or a recognized training program in the driving and operation of commercial type vehicle or heavy equipment.

Experience: Three (3) years experience in related work.

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 with air); ability to work outdoors under varying weather conditions and operate the equipment listed below and ability to learn to operate a loader for the purposes of self-loading and to perform other assigned duties:

Equipment:

- Tandem/Tridam axle truck; sanders, underbody or front mount plow;
- Tandem axle flat deck truck with crane over 8000lbs capacity, water tanks;
- loader with 3 cubic meter bucket or less and/or any attachment(s);
- shouldering unit;

- back hoe;
- skid steer;
- 4-wheel drive tractor with brusher, snowblower or broom attachment;
- Mini Excavator;
- and all like equipment to that noted above.

Machine Operator 5

Education and Specialized Knowledge: Preferably secondary school graduation; a good working knowledge of the *Motor Vehicle Act and Regulations*; a good knowledge of safety rules and regulations as they pertain to the driving and/or operation of the vehicles, equipment and machinery involved; preferably graduation from a defensive driving course and/or a recognized training program in the driving and operation of commercial type vehicle or heavy equipment.

Experience: Three (3) years experience in related work.

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 with air); ability to work outdoors under varying weather conditions and operate the equipment listed below and ability to learn to operate a loader for the purposes of self-loading and to perform other assigned duties:

Equipment:

- any equipment with a wing excluding grader;
- loader with a bucket over 3 cubic meters and/or any attachment(s);
- Spray Patcher;
- and all like equipment to that noted above.

Machine Operator 7

Education and Specialized Knowledge: Preferably secondary school graduation; a good working knowledge of the *Motor Vehicle Act and Regulations*; a good knowledge of safety rules and regulations as they pertain to the driving and/or operation of the vehicles, equipment and machinery involved; preferably graduation from a defensive driving course and/or a recognized training program in the driving and operation of commercial type vehicle or heavy equipment.

Experience: Three (3) years experience in related work.

Specialized Abilities and Skills: Mechanical and operational aptitude; physically fit, mentally alert, safety conscious; ability to follow directions promptly and efficiently; hold a corresponding and valid BC Driver's Licence; ability to work outdoors under varying weather conditions and operate the equipment listed below and to perform other assigned duties, under general direction of Road Leadhand or supervisor.

Driver operator of a:

- Grader;
- Excavator;
- any equipment requiring a Class 1 licence to operate;
- Gradall, truck or crawler mounted;
- and all like equipment to that noted above.

Sign Maintenance Man - Machine Operator 4

Class Definition: 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.

Typical Duties: Include to direct a labourer when additional assistance is required; to erect, maintain and where necessary touch up such signs as street signs, directional fingerboards, speed zones and similar messages; to had 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.

Bridgework - JT

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

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

Education and Specialized Knowledge: Preferably secondary school graduation or formal education consistent with requirements for entry into apprenticeship vocational training or equivalent; preferably completion of apprenticeship vocational training for the respective trade; valid provincial Tradesman's Qualification Certificate or the approved equivalent, for the particular trade in which the incumbent is employed; valid BC Driver's Licence of the appropriate Class required to carry out related trade functions; ability to read and interpret related technical information and maintain an up-to-date knowledge of the trade.

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

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

Bridgework - TL

Education and Specialized Knowledge: Preferably secondary school graduation or formal education consistent with requirements for entry into apprenticeship vocational training or equivalent; preferably completion of apprenticeship vocational training for the respective trade; valid Certificate of Qualification issued by the BC Ministry of Labour or the approved equivalent, for the particular trade in which the incumbent is employed; valid BC Driver's Licence of the appropriate Class required to carry out related trade functions; preferably some training in basic supervisory and organisational procedures; ability to read and interpret related technical information and maintain an up-to-date knowledge of the work involved.

Experience: Preferably completion of a registered apprenticeship in the respective trade, or training and work experience equivalent to the full apprenticeship contract term established for the particular trade; a minimum of three (3) years journeyman work experience or equivalent; preferably some experience in

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

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

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

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

OR

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

To perform other assigned duties.

Bridgework - TS

Education and Specialized Knowledge: Preferably secondary school graduation or formal education consistent with requirements for entry into apprenticeship vocational training or equivalent; preferably completion of apprenticeship vocational training in the respective or directly related trade; valid Certificate of Qualification issued by the BC Ministry of Labour or the approved equivalent, in the applicable or related trade that the incumbent is supervising; valid BC Driver's Licence for the appropriate Class required to carry out related functions; preferably completion of a supervisory and organisational procedures training program; ability to read and interpret related technical information and maintain an up-to-date supervisory knowledge of the designated work area.

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

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

Class Definition: Positions in this grade are under administrative or management supervision and technical direction and function as:

Responsible for directly supervising an established crew of predominantly trade personnel in related trades, under direction of management personnel.

Typical Duties: Include to organize, schedule, assign and coordinate the work of an assigned crew of employees in conjunction with other resources; to reorganise, reschedule and reassign job functions and resources according to work progress and/or priorities; to ensure established work standards of quality and quantity along with completion schedules of designated work and/or projects of assigned crew; to ensure corresponding resource materials, supplies and/or replacements are maintained for assigned crew; to ensure related work records and reports concerning work and/or project costs, progress, etc., are maintained for assigned crew; to provide and/or arrange work related instruction for employees within the assigned crew, submit pertinent information as required relating to disciplinary and safety matters so that appropriate action may be taken by the General Foreman; to carry out and/or participate in the initial planning, programming and estimating of resources and related costs required to accomplish and complete scheduled work and/or projects within annual budget in accordance with related standards and management direction; to carry out such functions as reviewing management reports and either implementing or preparing for corrective action and ensuring that corresponding fiscal control is maintained; to carry out field and/or job site inspections and ensure work progress, materials and/or other requirements are maintained under the general direction of management personnel.

To perform other assigned duties.

Bridgework 1 (MO3 Rate)

Positions in this grade are under the supervision of a Trade Supervisor or non-trade 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 skills and abilities of the trade in which they are employed, including basic knowledge of company policies, WCB Worksite Safety Regulations, Motor Vehicle regulations, Environmental regulations as they pertain to road and bridge construction, and are required to perform routine labouring work in connection with the construction and maintenance of all types of bridges, buildings and other structures.

Education and Specialized Knowledge: Preferably grade 12 or an approved equivalent, valid BC Driver's Licence of a class that permits the performance of job related duties, show an interest and aptitude in the knowledge associated with trades related to bridgework. Must hold and maintain flagging certification, WHIMS certification, and Level I First Aid certification as supplied by the Employer. Must have an awareness of environmental issues as it relates to highways and bridge maintenance.

Experience: Physically and mentally comparable work experience and successful experience in working with others.

Specialized Abilities and Skills: Ability to follow instruction or direction promptly and efficiently, to work without direct supervision when assigned to work collectively in a particular task, safety conscious, physically fit, able to work in high places and walk on bridge members, able to use basic hand carpentry tools, able to follow instructions and to develop skill.

Typical Duties: Include, but are not limited to, transporting materials, assisting bridgework's as required, performing other duties as per the *Apprenticeship Act*.

Industrial Warehouse - JT

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

Experience: A minimum of five (5) years purchasing/warehousing or related experience.

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

Typical Duties: Include preparing, issuing and analysing invitations to quote or requests for proposals from suppliers; work order preparation and reporting; experience with automated inventory control; negotiating prices, terms and conditions of contracts using methods such as volume discounts, freight consolidations, etc. to reduce costs; approving contracts and recommending awards; resolving post contractual problems; monitoring, amending or terminating contracts.

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

Industrial Warehouse - TL

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

Experience: A minimum of five (5) years purchasing/warehousing or related experience.

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

Typical Duties: Include preparing, issuing and analysing invitations to quote or requests for proposals from suppliers; work order preparation and reporting; experience with automated inventory control; negotiating prices, terms and conditions of contracts using methods such as volume discounts, freight consolidations, etc. to reduce costs; approving contracts and recommending awards; resolving post contractual problems; monitoring, amending or terminating contracts.

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

Mechanic - JT

Education and Specialized Knowledge: Preferably secondary school graduation or formal education consistent with requirements for entry into apprenticeship vocational training or equivalent; preferably completion of apprenticeship vocational training for the respective trade; valid Certificate of Qualification issued by the BC Ministry of Labour or the approved equivalent, for the particular trade in which the incumbent is employed; valid BC Driver's Licence of the appropriate Class required to carry out related

trade functions; ability to read and interpret related technical information and maintain an up-to-date knowledge of the trade.

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

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

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

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

- In exceptional circumstances, the Employer may hire non-certified mechanics; however, the number of non-certified mechanics shall not normally exceed one (1) per Contract Area. The rate of pay shall be Grid Level 5. The specifications for an uncertified mechanic shall be the same as those for a certified mechanic, except those duties and responsibilities excluded by law.

Mechanic - TL

Education and Specialized Knowledge: Preferably secondary school graduation or formal education consistent with requirements for entry into apprenticeship vocational training or equivalent; preferably completion of apprenticeship vocational training for the respective trade; valid Certificate of Qualification issued by the BC Ministry of Labour or the approved equivalent, for the particular trade in which the incumbent is employed; valid BC Driver's Licence of the appropriate Class required to carry out related trade functions; preferably some training in basic supervisory and organisational procedures; ability to read and interpret related technical information and maintain an up-to-date knowledge of the work involved.

Experience: Preferably completion of a registered apprenticeship in the respective trade, or training and work experience equivalent to the full apprenticeship contract term established for the particular trade; a minimum of three (3) years journeyman work experience or equivalent; preferably some experience is 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.

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

Typical Duties: Include, when assigned to work individually where supervision is not directly available, and where a degree of independent judgement and action is required in carrying out skilled journeyman functions within the scope of the trade and directly related fields in which they are qualified, periodically coordinating and directing the work of trade related journeymen and/or other non-trade related positions assigned to work in the same location as required.

OR

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

To perform other assigned duties.

Office Clerical

Class Definition: This position is under the supervision of the Office Administrator

Education and Specialized Skills: Preferably Grade 12 or equivalent, two (2) years clerical experience or equivalent, combination of education and experience. Good knowledge of routine office procedures; accounts receivable, payroll, work processing training, Microsoft Office preferred, good communication skills, 50 w.p.m. typing, experience dealing with issues of Receiver General remittance, Pension remittances, Union remittances, Ministry of Transportation and Highways reporting and benefit enrolments. Consistent and particular attention to detail and accuracy looked for in this position.

Specialized Abilities & Skills: Ability to learn and perform duties without immediate supervision, ability to direct, tact, sound judgement, ability to deal with other employees and the general public. Working knowledge of computers and software applications.

Principal Responsibilities:

Steno/Receptionist:

- ability to type 50 w.p.m. accurately;
- ability to operate all related office equipment (photocopier, facsimile machine, calculator, etc.)
- arrange repairs to office equipment as required;
- answers and directs incoming calls promptly and efficiently in accordance with established telephone procedures;
- responds to counter inquiries and complaints, efficient and courteous handling of all customer service related duties;
- a working knowledge of basic computerised applications, preferably a good working knowledge of Microsoft Works and Excel;
- opens and directs all incoming mail;
- set up and maintain office filing system;
- type office correspondence as required;
- requisition office supplies, forms and stationary for office and Yards;
- liaise with Road Foreman, RCM and Ministry of Transportation and Highways and the general public;
- arrange conference calls, meetings and hotel reservations;

- other routine office duties.

Students

Hired pursuant to Memorandum of Understanding 4.

Typical Duties: Students are restricted to the following:

- (a) rest area maintenance/clean-up;
- (b) roadside clean-up;
- (c) curb and sign post painting;
- (d) flagging;
- (e) in (a), (b), (c) and (d) they will work under the direction of a bargaining unit position as required;
- (f) student employment shall be restricted to the period from May 1st to September 30th each year;
- (g) students shall have a separate seniority list for layoff and recall purposes;
- (h) students shall receive four percent (4%), in lieu of vacation, to be paid on their last paycheque;
- (i) the following articles shall not apply to students: 11, 12, 13, 18, 20, 23, 25, 30, 31, 32 and 33 (Article 33.11 does apply).

Flaggers

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

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

APPENDIX 5

Re: Board, Lodging, and Relocation Expenses

For the purpose of these regulations:

"*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.

Employees, who are required to travel away from their permanent headquarters, are entitled to the current rates, as follows:

- (a) meal allowances as outlined in Clause 27.8;
- (b) accommodation reimbursement;
- (c) where private accommodation is used, they will be entitled to forty dollars (\$40.00) per night.

APPENDIX 6
Re: 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/Quality Control
Road Superintendents
Mechanical Superintendent
Confidential Secretary
Office Clerical

APPENDIX 7
Re: Arbitrator's Agreement

I, _____, Arbitrator, agree that in consideration of the acceptance by the B.C. Government and Service Employees' Union and _____ of myself as an arbitrator. I will render a decision in writing within thirty (30) days of the completion of any hearing in which I participate. I further agree that my fee for such arbitration will be reduced by a factor of ten percent (10%) for each seven (7) days which lapse beyond the thirty (30) days from the completion of any hearing in which I participate and in which a decision is not published. I further agree that the account which I render will indicate the amount of my fee on an unadjusted and adjusted basis. I further agree not to bill for any fee in regard to cancellation, except where such cancellation is within seven (7) calendar days of the appointed hearing date.

Signature

APPENDIX 8
Re: Auxiliary and Post 65 Health Spending Account

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.

Health Spending Accounts are administered in accordance with Canada Revenue Agency guidelines.

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

PLAN LIMITATIONS

- Effective on the date of ratification the Employer will deposit the Health and Welfare in-lieu allowance set out in Clause 31.4 of the current collective agreement as amended, into the employee's individual Health Spending Account each pay period.
- The Health Spending Account balance will show on the employee's biweekly pay statement.

- The Health Spending Account balance will be updated at the end of each month, and will include all earned money within the month up to the last completed pay period in the applicable month, and will be available to employees for eligible expenses the first of the month following the monthly update.
- All administration costs will be borne by the Employer.
- Employees must retain original receipts for eligible medical and/or dental expenses and submit them for reimbursement to the plan carrier up to the balance in the Health Spending Account.
- Any expenses not submitted in the calendar year they are incurred, must be submitted within the first sixty (60) days of the following year.
- Any unused Health Spending Account balance at the end of each calendar year will be rolled over into the next calendar year, if those funds are not used in the next calendar year, they will be paid out through the Employer to the employee (as a taxable benefit) or deposited directly into the employee's RRSP, if requested by the employee (without withholding tax).
- Employees on layoff will have ten (10) months from their layoff date to submit any eligible expenses. The employee will then have sixty (60) days to request any unused balance paid into their RRSP, failing which, the balance will be paid to the employee (less statutory deductions).
- Upon termination of employment any balance in the Health Spending Account will remain active for sixty (60) days to allow for any in process claims to clear. No expenses incurred after termination of employment shall be submitted. Following the end of the sixty (60) days referred to above, the Health Spending Account shall be closed and the balance shall be paid to the former employee's RRSP. If none exists, the balance will be paid to the employee (less statutory deductions).
- Medical Services Plan premiums are not an eligible expense as per CRA requirements.

ELIGIBLE EXPENSES

Medical expense 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*.

LETTER OF INTENT 1

Re: Suspension of Driver's Licence

An employee whose main function is to operate a vehicle and who is required to hold a valid driver's licence as a condition of employment is considered to be a professional driver in 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 shall be engaged in non-operator duties in which they are qualified. They shall be paid at the rate established for the duties engaged in for the period of suspension. In the event such employment does not exist the employee may upon the exhaustion of ET, 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 suspended 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 duration.

MEMORANDUM OF UNDERSTANDING 1

Re: Hours of Work

1.1 Annual Hours of Work

The annual hours of work exclusive of meal periods taken away from the workstation but including paid holidays will be eighteen hundred twenty-seven (1,827), which is equivalent to an average of thirty-five (35) hours per week with a standard seven (7) hour day. Due to varying lengths of the calendar and work years and the varying times that employees may begin and end their work schedules, an employee will be required to work an average of eighteen hundred twenty-seven (1,827) hours. The Employer further guarantees that all regular employees shall be paid for eighteen hundred twenty-seven (1,827) hours.

1.2 Table of Recognized Workday Lengths and Shift Patterns

Length of Scheduled Workday	Shift Pattern	Workdays		# Days Surplus or Shortage	# Days of Rest
		Schedule	Requirement		
9 hrs	5:2	250	194	56	104
9 hrs	5:2, 5:2, 4:3				
9 hrs	5:2, 4:3				
9 hrs	4:3				
8 hrs/30 min	5:2				
8 hrs/30 min	5:2, 5:2, 4:3				
8 hrs/30 min	5:2, 4:3				
8 hrs	5:2	250	219	31	104
8 hrs	5:2, 5:2, 4:3				
8 hrs	5:2, 4:3	224	219	5	130
7 hrs/30 min	5:2	250	233	17	104
7 hrs/30 min	5:2, 5:2, 4:3	233	233	0	121
7 hrs	5:2	250	250	0	104
9 hrs	2:1	243	194	0	122
8 hrs/30 min	2:1	243	206	28	122
8 hrs	2:1	243	218	15	122
7 hrs/30 min	2:1	243	233	0	122
10 hrs	1:1	171.5	250	- 3.5	179

MEMORANDUM OF UNDERSTANDING 2

It is agreed by the parties that the Joint Labour-Management Committee shall meet within sixty (60) days of the Employer's acquisition of, or commencement of operations of, a permanent camp to which members of the bargaining unit are assigned to work with the intent to establish minimum accommodation standards.

The Committee shall have four (4) months to finalise their report which shall include an agreed upon set of recommendations. Those matters upon which there is agreement shall be implemented within mutually agreed upon time frames. Any issues which remain outstanding shall thereupon be referred to the bargaining principals.

MEMORANDUM OF UNDERSTANDING 3

Re: Seniority Blocks

- | | | | |
|--------|-----------------|-------------------|-------------------|
| 1. (a) | <u>McBride</u> | <u>Tête Jaune</u> | <u>Blue River</u> |
| | Road Crew | Road Crew | Road Crew |
| | Mechanical | Mechanical | Mechanical |
| | Students | Students | Students |
| | Traffic Control | Traffic Control | Traffic Control |
| | | Stockman | |
| | | Bridge Crew | |

2. Where a seniority block is not described above, the seniority block shall be the regular point of assembly.

MEMORANDUM OF UNDERSTANDING 4
Re: Student Hire Criteria

The Company has established the following criteria to determine how students will be hired and on what basis:

- (a) Students shall be recalled in order of seniority (see Article 33.11(g) provided they meet the following criteria:
- (1) All students must be registered to attend school for the purpose of continuing their education after the end of summer employment.
 - (2) All students must possess a flagging certificate before attending work.
 - (3) Preference for employment will be given to full-time students, followed by those students taking less than a full curriculum of course studies.
 - (4) All students must have a valid Class 5 Driver's Licence.
- (b) Prior to the commencement of students beginning work each season, the Employer shall have safety meeting to deal with safety issues they should be aware of.

MEMORANDUM OF UNDERSTANDING 5
Re: Traffic Control Hire Criteria

The Company has established the following criteria to determine how Traffic Control "*as and when*" staff will be hired and on what basis:

- (a) Traffic Control "*as and when*" staff will be called only for the duties of traffic control;
- (b) A separate seniority block will be established for these people. They will not have any bumping rights over any other seniority block as defined in Memorandum of Understanding 3 in Contract Area 20;
- (c) Auxiliaries from Contract Area 20 on layoff will be recalled for traffic control duties first should they choose to do this work at the MO3 or applicable rate of pay. Article 31.2 shall apply;
- (d) Each Traffic Control employee must possess a valid flagging certificate before attending work;
- (e) Each Traffic Control employee must possess a valid Class 5 driver's licence;
- (f) The hourly rate of pay shall be the same as for student workers i.e. twenty-four dollars and sixty-four cents (\$24.64) per hour. Wage increases shall be as per the collective agreement;
- (g) Use of personal vehicles shall be reimbursed as per Article 27.7, when authorized;
- (h) All Traffic Control personnel will abide by the BCGEU Contract Area 20 agreement except as noted;
- (i) The following articles of the BCGEU agreement in Contract Area 20 shall only apply: Articles 1, 2, 4, 5, 6, 7, 27.1, 33.1, 33.2, 33.3, & 34.
- (j) Traffic Control persons shall receive four percent (4%) holiday pay in lieu of vacation, to be paid biweekly each payday.

MEMORANDUM OF UNDERSTANDING 6
Re: Voluntary Departure Program

WHEREAS, various factors including economic conditions of the Company have brought pressures to bear, and;

WHEREAS, the collective agreement recognized staff reductions may occur by reducing either the least senior employees or by voluntary separation through the pre-layoff canvas provisions, and;

WHEREAS, the above named parties wish to enhance and amend the pre-layoff provisions of the collective agreement;

THEREFORE, be it resolved that:

1. Amend Article 13.3 Pre-Layoff Canvas to read:

(a) Prior to the layoff of regular employee(s) under Article 13 of this agreement, the Employer may, within a seniority block as defined in Clause 11.6, canvas any employee or group of employees to invite:

(1) placement into a vacant regular position within the seniority block; or

(2) resignation with severance as provided for in Clause 13.2(c)(1)(2) and (3); or

(3) accept a paid leave of absence for thirteen (13) weeks (with benefits continuation) followed by an immediate layoff with recall rights only as a temporary employee at the bottom of the temporary seniority list.

The Employer will advise employees of the number of individuals likely to be affected by a prospective layoff,

(b) Where an employee selects an option or accepts an offer of placement, once confirmed in writing, such acceptance is final and binding upon the employee, subject to the agreement of the Employer.

(c) The Employer may establish reasonable time periods in which responses from employees will be received for consideration.

2. Leave(s) of absence without pay may also be considered by the Employer in accordance with Article 20.7 and 25.13 where such leave would alleviate an identified surplus and the provisions of Article 12.9 would likewise be waived for such leave(s) of absence Full seniority will also accrue during such leave of absence. An employee proceeding on such leaves will immediately exhaust all vacation and CTO prior to the Leave of Absence. It is understood that such leave(s) will be consistent with the summer work period as established by the Employer (generally April through October).

Signed this 21st day of June 2002.

FOR THE UNION:

Gary Werk

For the Employer:

Dan Bell

MEMORANDUM OF UNDERSTANDING 7**Re: 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 24 months prior to the expiry of the maintenance agreements.

MEMORANDUM OF UNDERSTANDING 8**Re: Collective Bargaining Protocol Agreement**

between:

**B.C. GOVERNMENT AND SERVICES 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 Highways Maintenance Contracts expire in 2018, 2019 and 2021. The first set of Request for Proposals (RFPs) for new Highway Maintenance Contracts are expected to be released by the Province of BC in August/September 2017.

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

(1) The parties will attempt to negotiate a draft of a Provincial Framework Agreement (PMOA). The draft PMOA will be presented jointly to MoTI officials including Mr. Kevin Richter, MoTI Assistance 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 the representative of the BCRB and the BCGEU.

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.

(2) 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.

(3) 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).

(4) 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.

(5) 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.

(6) 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 all the highway maintenance contracts in BC with collective agreements with the BCGEU.

MEMORANDUM OF UNDERSTANDING 9

The following 7 regular employees shall be protected from lay-off:

- Rick Lalonde
- Susan Blanchette
- Mike Lewis
- Rex Duncan
- Randy Kerik
- Peter Longuiskie
- Robin Tyacke

MEMORANDUM OF UNDERSTANDING 10 Re: Special Employment Equity Program (SEEP)

The BC Road Builders (BCRB) and the BC Government and Services Employees' Union (BCGEU) have agreed to jointly develop a SEEP that will provide substantive employment opportunities for indigenous people. The SEEP will include development and joint presentation by the parties on a provincial level to the Human Rights Tribunal for approval. The Joint Provincial SEEP Committee will have a maximum of three (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 offered to any indigenous person that applies and is qualified, until the targets are reached.

The joint labour management committee, pursuant to Clause 7.3, will monitor the demographics of the workforce against established targets and make recommendations to adjust targets to the Provincial SEEP Committee.

The joint labour management committee's responsibilities will include the following:

(1) A review of potential barriers to employment opportunities in the sector for indigenous people that may include recommendations made to the Employer. Such review will include, but not limited to:

- the method in which vacancies and employment opportunities are advertised;
- training opportunities and "seat time" for indigenous people;
- adequate and appropriate cooperation with the aboriginal communities; and agencies to facilitate employment opportunities.

(2) If a target is not met within three (3) years of the new maintenance agreement for the service area, the parties will meet to discuss the necessary measures to be taken to achieve such targets, including but not limited to:

- adjusting the target(s) due to changing circumstances (including lack of applicants where adequate opportunities have been provided);
- explore all opportunities for outside sources of funding to remove any barriers to fulfilling the stated target(s);
- discuss potential changes to collective agreement language to provide better opportunities.

For the purposes of the above, the following definition will apply:

The term "*Indigenous people*" includes, but is not limited to, the Constitution of Canada definition of Aboriginal Peoples. "*Indigenous people*" in this context includes both status and non-status first nations people.

MEMORANDUM OF UNDERSTANDING 11

Re: Tripartite Committee

The parties (BCGEU, BCRB Maintenance Sector, MoTI) share a mutual goal to ensure that BC's highways and bridge infrastructure are maintained in an effective way and to standards that are set by the Province to ensure the safety of the 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 Committees will function in an effective, meaningful, inclusive and respectful manner. The committee will meet annually and after collective bargaining.

Possible agenda items for the Committee to deal with include:

- road safety;
- communication strategies;

- technology applications in the industry;
- training and apprenticeship opportunities
- equity employment initiatives programs and effectiveness;
- relationships of stake holders;
- specification review and recommendations.

The composition for the Committee will be a maximum of three (3) representatives from each party. The Committee will seek out additional assistance on a case-by-case basis to assist it in its deliberations. Each party will cover its own costs for participation in the activities of the Committee.

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

MEMORANDUM OF UNDERSTANDING 12
Re: Term of the Next Collective Agreement

If a five-year extension of a highway maintenance contract is offered and achieved by the Employer, then the term of the next (second) collective agreement will be seven (7) years in length (the duration of the ten (10) - year term of the highway maintenance contract with the Province of BC plus a five (5) - year extension). If an extension of a maintenance agreement is not offered or achieved by the Employer or the extension isn't for five (5) - years, then the term for the next collective agreement will be as negotiated by the parties. However, if it is unknown as to whether there will be an extension or not at the time, the negotiations will proceed with the term as noted above. Should an extension be realized, all provisions (changes) negotiated for that next collective agreement will be considered in full force and effect until the expiration of the ten (10) - year maintenance agreement and will expire at that time.

MEMORANDUM OF AGREEMENT 1
Re: Joint Health and Welfare Benefits Plan

The Employer agrees to discuss with the Union to establish a Joint Health and Welfare Plan that will establish benefits at least equal to those within this agreement at an equal or reduced cost. In addition, the parties will identify methods of improving the cost efficiency of the current benefit Plans.

To this end, the parties shall meet within five (5) months of ratification to initiate discussions.

MEMORANDUM OF AGREEMENT 2
Re: Modified Successorship

between:

Name of Incumbent Highways Maintenance Contractor
Lakes District Maintenance Ltd.

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 20; 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 (the previous Employer 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 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 except those employees covered by paragraph 5 of this agreement. 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) With the exception of employees on Workers' Compensation, Weekly Indemnity/Short-Term Injury and Illness Plan or Long-Term Disability, employees on any leaves of absence under the collective agreement at the time the Employer takes over a highway maintenance contract will, if they accept employment with the Employer, 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) Employees of a Predecessor Contractor who are on Workers' Compensation, Long-Term Disability or Weekly Indemnity/Short-Term Injury and Illness Plan at the time of the termination of a maintenance contract, do not become the employees of the Employer unless and until they actually begin work with the Employer. The Employer shall make conditional offers of employment to these employees that is subject to the employee's medical clearance to return to work by the same agency (Workers' Compensation Board, Long-Term Disability Carrier or Weekly Indemnity/Short-Term Injury and Illness Plan carrier) or physician that had previously declared the employee unfit for work. The Employer shall be responsible on behalf of the Predecessor Contractor for the payment of any benefit plan premiums to which the employees on Workers' Compensation, Long-Term Disability or Weekly Indemnity/Short-Term Injury and Illness Plan are entitled to under the terms of the collective agreement. At the option of the Employer, such employees of the Predecessor Contractor may have their Long-Term Disability benefit coverage transferred to the benefit plan(s) of the Employer.
- (6) 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.
- (7) The Employer is not liable for any monies or benefits earned but not received by the employees of the Predecessor Contractor's while the employees were employed by the Predecessor Contractor.

(8) The Employer is responsible for all wages and other earnings (including C.T.O.) earned by its employees while employed by the Employer, and if a highways maintenance contract is not renewed, the Employer must pay all earned wages and benefits to its employees within fifteen (15) days of the cessation of their employment.

(9) 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 within sixty (60) days of the termination of the highways maintenance contract, unless otherwise agreed by the parties.

(10) Where the Employer and the Union have been unable to conclude all outstanding grievances thirty (30) 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. Failing mutual agreement on the monetary value of each outstanding grievance, the Arbitrator assigned to arbitrate the outstanding grievance(s) shall establish the monetary value of the outstanding grievance(s). If no arbitrator has been appointed by the parties, this matter shall be referred to a Settlement Officer pursuant to Section 87 of the *Labour Relations Code* for resolution. Grievances that arise subsequent to the above period shall also have a monetary value established and notification provided to the Province of British Columbia.

The Province of British Columbia shall withhold from the final highways maintenance contract payment and amount equal to the total value of all outstanding grievances. The monies withheld by the Province of British Columbia shall be deposited into a trust account to be administered by an independent trustee appointed by mutual agreement of the parties. The funds shall be dispersed in accordance with grievance resolutions reached between the parties or by an appointed arbitrator. Disbursement of funds shall occur within fourteen (14) days of concluding the outstanding grievances. All outstanding grievances are to be resolved by the mutual agreement of the parties or by arbitration within thirty (30) days of the expiry of the maintenance contract.

(11) None of the employees of the Employer will have any entitlement to severance pay under the collective agreement, if their employment is terminated as a result of the current highways maintenance contract of the Employer being terminated and a new maintenance contract for the same service area is entered into with a new contractor who is recognized as a successor employer by the Labour Relations Board or through a memorandum of agreement on modified successorship that is consistent with this agreement, and signed by the new Contractor and the Union or the maintenance contract is returned to direct government service. However, the severance pay provisions for Service Areas 2, 3 and 4 shall be governed exclusively by the terms of the collective agreement.

(12) The Union will withdraw its successorship application(s) at the Labour Relations Board and any severance pay grievances which may exist against the Employer arising from the change of any highways maintenance service areas in 1991, provided the current maintenance contractors who assumed new maintenance service area(s) in 1991 and/or 1992 that were previously operated by the Employer, sign a memorandum of agreement on modified successorship similar to this agreement with the Union.

(13) 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.

(14) In good faith, the Union and the Employer agree to resolve all grievances outstanding at the date of signing of this agreement within sixty (60) days (unless otherwise mutually agreed).

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

The Employer 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.

This Modified Successorship agreement expires August 31, 2029.

MEMORANDUM OF AGREEMENT 3
Re: 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 employees 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 trainers 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 or may not be another bargaining unit employee (if directed to do so by management).
4. If the Operations Manager designates another under points 1 and 2 of this memorandum the Employer will notify the Union in writing.

MEMORANDUM OF AGREEMENT 4
Re: Collective Agreement Re-Opener

The parties agree the contract will be re-opened on September 1, 2025 (the anniversary of the fourth year of the eight-year collective agreement) to negotiate on the following articles:

- Article 6.2 - Bargaining Unit Work
- Article 24 - Contracting Out
- Article 25 - Health and Welfare Benefits

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

The parties shall have sixty (60) calendar days commencing September 1, 2025 to reach agreement.

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

- Corinn Bell
- Vince Ready
- Mark Brown

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

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

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

LETTER OF UNDERSTANDING 1

Re: Overtime Compensation

Re: Article 16.10(d) Overtime Compensation, Letter of Understanding

Article 16.10(d) reads "*All regular employees may bank up to one hundred and five (105) hours each year. All other overtime shall be compensated by monetary value.*"

In order to deal fairly with Compensatory Time Off and this article for both the employees and Management, the following shall be the interpretation of the process to make this workable:

1. The anniversary date each year to start accumulation of CTO shall be January 1st.
2. All CTO not used by December 31st of the same calendar year may be retained as banked time, as an employee option, until taken off or requested as a pay out.
3. Overtime earned each year may be banked as CTO up to one hundred and five (105) hours.
4. A maximum of one hundred and five (105) hours of CTO may be taken each year as time off.
5. CTO may be paid out by written request from an employee at any time.
6. Overtime banked as CTO prior to December 31, 1996 will form part of the total CTO bank unless otherwise requested.
7. All CTO taken off will be subject to operational requirements, however approval will not be unnecessarily withheld.

Agreement made April 1, 1997.

LETTER OF UNDERSTANDING 2

Re: Orientation

Minimum sixty (60) days prior to the contract start date, the Employer and the Union shall provide a one (1) day workshop on the collective agreement including all changes made during bargaining.

Stewards, bargaining committee members, and Road Foreman shall attend without loss of pay and seniority. The Union will supply a staff representative to assist the Employer's representative.