

**COLLECTIVE AGREEMENT**

**between**

**YELLOWHEAD ROAD & BRIDGE LTD.  
(Highway Maintenance Service Area 14)**

**and the**

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

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

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**DEFINITIONS**

For the purpose of this agreement:

- (1) "*Bargaining unit*" means all employees of the Maintenance Contractor except those excluded by the *Act* and those mutually agreed to between the parties to this agreement.
- (2) "*Basic pay*" means the rate of pay negotiated by the parties to this agreement, including add-to-pay resulting from salary protection.
- (3) "*Child*", wherever the word child is used in this agreement, it shall be deemed to include a ward of the Superintendent of Family and Child Services or a child of a spouse.
- (4) "*Day of rest*" in relation to an employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties of their position. This does not include employees on a leave of absence.
- (5) "*Demotion*" means a change from an employee's position to one with a lower salary.
- (6) "*Emergency situation*" means a sudden or unexpected, or impending situation that may cause injury, loss of life, damage to property, highway and related infrastructure which requires immediate attention and remedial action.
- (7) "*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.

"*Employee*" does not include managerial or confidential positions mutually excluded by the parties to this agreement or by decision of the Labour Relations Board.
- (8) "*Employer*" means the Employer.
- (9) "*Field status*" employees, who are normally required to work away from their point of assembly and who, on a day-to-day basis, do not work in an office, institution, plant, or other similar fixed location, which is their normal point of assembly.
- (10) "*Headquarters*" or "*geographic location*" is that area within a radius of 32 kilometres of where an employee ordinarily performs their duties. When employees are relocated the headquarters area may be redefined where exceptional circumstances such as unusual road conditions exist.
- (11) "*Holiday*" means the 24-hour period commencing at 0001 hours of a day designated as a paid holiday in this agreement.
- (12) "*Hours of operation*" are the hours established by the Employer to provide adequate service to the public and to fulfill the functions of the work unit.
- (13) "*Hours travelled*" means hours spent travelling from point to point on an hourly or daily basis laid down by the Employer and does not include meal breaks, lodging time, or time spent other than travelling.
- (14) "*Lateral transfer*" or "*transfer*" refers to the movement of an employee from one position to another, which does not constitute a demotion or promotion.

- (15) "*Layoff*" includes a cessation of employment, or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, a reorganization, program termination, closure or other material change in organization and where, should work become available, employees will be recalled in accordance with Article 13 or Article 31.
- (16) "*Leave of absence with pay*" means to be absent from duty with permission and with pay.
- (17) "*Leave of absence without pay*" means to be absent from duty with permission but without pay.
- (18) "*Local hire*" is a person who is hired or is domiciled within 80 kilometres of the job site by means of the shortest road route.
- (19) "*Point of assembly*" means that location where an employee regularly reports for work assignments within their seniority block.
- (20) "*Probation*" means the first 45 workdays of employment.
- (21) "*Promotion*" means a change from an employee's position to one with a higher salary level.
- (22) "*Ratification date*" means the date by which both parties have received the approval from their principals to execute the terms of the new agreement. This agreement was ratified on May 10, 2018.
- (23) "*Relocation*" refers to the movement of an employee from one geographic location to another.
- (24) "*Resignation*" means a voluntary notice by the employee that they are terminating their service on the date specified.
- (25) "*Rest period*" is a paid interval, which is included in the workday and is intended to give the employee an opportunity to have refreshments or a rest.
- (26) "*Seniority block*" means that geographic area in which an employee earns and maintains seniority as per Memorandum of Understanding #3.
- (27) "*Service area*" means the geographical maintenance area as negotiated between the Employer and the Province of BC.
- (28) "*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.
- (29) "*Spouse*" includes husband, wife and common-law-spouse.
- (30) "*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.
- (31) "*Termination*" is the separation of an employee for just cause pursuant to Articles 10, 11, or 31.
- (32) "*Travel status*" with respect to an employee means absence of the employee from their headquarters or geographic location on the Employer's business with the approval of the Employer but travel status does not apply to an employee temporarily assigned to a position outside of their headquarters or geographic location or to a field status employee.
- (33) "*Union*" means the B.C. Government and Service Employees' Union (BCGEU).
- (34) "*Workweek*" is a period of seven days commencing on Sunday at 0001 hours and ending Saturday at 2359.
- (35) "*Workday*" is a period of 24 consecutive hours commencing with the starting time of any shift.

For the purpose of calculating compensatory overtime rates only, the time worked prior to, but adjoining to, a shift shall be deemed as time worked after a shift.

- (36) "*Work group*" is a crew or number of crews, which work from a common point of assembly and perform work of a similar nature in a defined seniority block (i.e. road crew, bridge crew, mechanical crew, etcetera) Where more than one work group works from a common point of assembly the work groups will be named by the Employer.
- (37) "*Work schedule*" means the roster of work hours and days, 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

- (a) The purpose of this agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union.
- (b) The parties to this agreement share a desire to improve the quality of road and bridge maintenance for the travelling public. Accordingly, they are determined to establish, within the framework provided by the law an effective working relationship at all levels of road and bridge maintenance in which members of the bargaining unit are employed.
- (c) The parties to this agreement shall promote and strive to maintain a cooperative and respectful atmosphere in the workplace. They shall jointly encourage the safe and responsible performance of work, conscientious maintenance and use of the Employer's equipment, punctual attendance by employees, and appropriate advance notification where there is an inability to attend scheduled shifts.

### 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.

### 1.4 Singular and Plural/Gender

In this agreement, the pronouns they/their/them are used in place of the words he/she and him/her. Whenever the singular is used, it shall be deemed to include the plural, as the context requires.

### 1.5 Bullying and Harassment Definition

- (a) The Union and the Employer recognize the right of employees to work in an environment free from all forms of harassment. Such grounds include but are not limited to sex, race, religion, colour, marital status, sexual orientation, gender identity or expression, family status, and disability.
- (b) The Employer shall establish a policy stating how they will deal with bullying and harassment incidents and complaints. This policy shall be made available to all employees.

(c) Bullying and harassment means conduct - either repeated or persistent, or a single serious incident - that an individual would reasonably conclude:

(1) creates a risk to a worker's psychological or physical well-being; causes a worker substantial distress or results in an employee's humiliation or intimidation; or

(2) is discriminatory behaviour that causes substantial distress and is based on prohibited grounds listed in (a) or a person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, sexual orientation or gender identity or expression; or

(3) is seriously inappropriate and serves no legitimate work-related purpose.

(d) Good actions of a manager or supervisor relating to the management and direction of employees - such as assigning work, providing feedback to employees on work performance, and taking reasonable disciplinary action – do not constitute harassment.

### **1.6 Sexual Harassment Definition**

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

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

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

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

### **1.7 Bullying and Harassment Complaints**

(a) A bullying and harassment complaint is not a grievance. The complainant must follow this complaint process. However, any action taken by the Employer as a result of the complaint process may be grieved.

(b) All complaints will be kept confidential by the complainant, the respondent, the Employer, the Union and witnesses.

(c) The complainant and the respondent (if they are a member of the Union) have the right to union representation.

- (d) A complainant may try to informally resolve their complaint with the assistance of a supervisor, manager, shop steward, union staff representative or mediator. If the complainant is satisfied with the outcome reached at this point, the complaint is resolved.
- (e) Until a complaint is resolved, the Employer may take interim measures, including separating the complainant and respondent.
- (f) A complainant has the right to file a complaint to WorkSafeBC and/or under the *Human Rights Code* of British Columbia.

### **1.8 Bullying and Harassment Complaint Procedure**

- (a) An employee who wishes to pursue a concern arising from alleged harassment may submit a complaint in writing, within 45 days of the latest alleged occurrence, through the Union or directly to the General Manager or his designate (the "*General Manager*"). Complaints of this nature shall be treated in strict confidence by the employees involved, the Union and the Employer.
- (b) 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 15 days. The respondent is entitled to attend, participate in, and be represented at any hearing under this clause. 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.
- (c) The Employer shall investigate the complaint and shall submit a report to the General Manager in writing within 30 days of receipt of the complaint. The General Manager shall, within 30 days of receipt of the report, give such orders as may be necessary to resolve the issue.
- (d) If the proposed resolution is unacceptable to the employee, the employee may file a grievance at Step 2 as per Article 8.
- (e) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer may take appropriate action which may include discipline. Such action shall only be for just cause and may be grieved pursuant to Article 8.
- (f) Pending determination of the complaint, the General Manager may take interim measures to separate the employees concerned if deemed necessary.
- (g) In cases where the harassment requires the transfer of an employee, it shall be the harasser who is transferred, except that the employee harassed may be transferred with their consent.

### **1.9 Human Rights Code and Employment Standards Act**

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

## **ARTICLE 2 - UNION RECOGNITION AND RIGHTS**

### **2.1 Bargaining Unit Defined**

- (a) The "*bargaining unit*" shall be comprised of all employees of the Employer except those mutually excluded by the parties pursuant to Appendix #6.
- (b) New positions falling within the scope of this agreement shall be included in the bargaining unit.

(c) In the event that the Employer diversifies or expands its current operations during the term of this agreement, the parties shall meet with the intent of negotiating an expansion to this clause if necessary.

## **2.2 Bargaining Agent Recognition**

The Employer recognizes the BCGEU as the exclusive bargaining agent for all employees to whom the certification issued by the Labour Relations Board on March 8, 1974 and as subsequently amended on February 16, 1989 (and any further amendments) applies.

## **2.3 Correspondence**

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

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

## **2.4 No Other Agreement**

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

## **2.5 No Discrimination for Union Activity**

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

## **2.6 Recognition and Rights of Stewards**

(a) The Employer recognizes the Union's right to appoint stewards and the Union shall notify the Employer of such appointments, in writing. A steward shall obtain the permission of their supervisor prior to leaving their work 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 stewards shall include but are not limited to:

- (1) Investigation of complaints of an urgent nature;
- (2) Investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
- (3) Supervision of ballot boxes and other related functions during union votes related to this collective agreement;
- (4) Attending meetings at the request of the Employer.

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

## 2.7 Union Bulletin Boards

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

## 2.8 Union Insignia

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

## 2.9 Right to Refuse to Cross Picket Lines

All employees covered by this agreement shall have the right to refuse to cross a 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 of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
  - (2) Elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;
  - (3) For employees who are representatives of the Union on a bargaining committee to attend meetings of the Committee;
  - (4) Employees called by the Union to appear as a witness before an arbitration board.
  - (5) Employees designated to sit as an observer on a selection panel in accordance with Clause 12.8.
- (b) Leave of absence without loss of pay or seniority shall be granted to union appointees who attend meetings of the Labour-Management Committee. Such leave may include travel time within the workday where necessary. Time spent by designated committee members attending meetings held on their day of rest or outside their regularly-scheduled hours of work shall not be considered time worked but such committee members shall receive equivalent time off at the straight-time rate.
- (c) To facilitate the administration of this clause when leave without pay is granted, the leave shall be given with basic pay, substitution pay where applicable, and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred within the workday. "Benefit costs" are



defined as 36% of basic pay and substitution pay where applicable. Leave of absence granted under this clause shall include sufficient travel time. The Union shall provide the Employer with reasonable notice prior to the commencement of leave under this clause. It is understood that employees granted leave of absence pursuant to this clause shall receive their current rates of pay while on leave of absence with pay. The Employer agrees that any of the above leaves of absences shall not be unreasonably withheld.

(d) *Chief Steward*: Leave of absence with current pay, benefits and without loss of seniority will be granted to one chief steward for up to a combined maximum total of three days per year to deal with collective agreement related problems on the worksites within the service area. Further leaves will be granted as required as per Clause 2.10(a)(2). The chief steward shall be a member of the Labour-Management Committee.

### **2.11 Union Bargaining Committee**

The Union's Bargaining Committee shall consist of up to three employees and leave of absence with current pay will be granted to three employees, to a maximum of 12 days, 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.

### **2.12 Office Use/Union Representatives**

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

(b) Staff representatives shall have the right to meet with the employees at their workplace outside the normal work hours, provided that prior permission has been granted by an incumbent of an excluded managerial position and provided that a suitable employee can be designated as being responsible for the care of equipment and facilities in the workplace while such meetings take place.

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

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

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

(f) Notwithstanding Clause 2.12(e), the Employer agrees that access to its premises will be extended to persons designated by the President upon reasonable notice to the General Manager of their intention and purpose for entering the Employer's premises and such access shall not interfere with the operations of 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 will agree to provide services of an emergency nature.

### **2.14 No Interruption of Work**

The parties agree that 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**

(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 regular dues payable to the Union by a member of the Union.

(b) The Employer shall deduct from each employee who is a member of the Union any assessments levied in accordance with the Union's Constitution and Bylaws and/or 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 owing in the period for which they are so deducted.

(d) All deductions shall be remitted to the President of the Union no later than the fifteenth day of the subsequent month and the Employer shall also provide the following information electronically in the file formats ".csv", or ".xls" or ".xlsx" if ".csv" is not available.

COLUMN ORDER	NAME	FORMAT	FORMAT DESCRIPTION
1	Member SIN	XXXXXXXXXX	Nine digits, no dashes or spaces
2	Member Last Name		
3	Member First Name		
4	Dues	XXXX.XX	No commas or dollar signs
5	Gross Wages for Period	XXXX.XX	No commas or dollar signs
6	Job/Position Title		
7	Service Start Date	YYYYMMDD	
8	Appointment Code		Regular, Auxiliary, etc.
9	Work Location Name		
10	Work Location Address		
11	Member Address		
12	Member Home Phone	XXXXXXXXXX	10 digits, no dashes or spaces
13	Member Cell Phone	XXXXXXXXXX	10 digits, no dashes or spaces
14	Member Home Email *If provided to the Employer		

(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 receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1<sup>st</sup> of the succeeding year.

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

#### **ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES**

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 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 15-minutes sometime during the first 15 days of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and the employee's responsibilities and obligations to the Employer and the Union. Where possible, all new employees within a work group shall be oriented by the steward during a single meeting.

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

##### **6.1 General**

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

##### **6.2 Supervisors Excluded from Bargaining Unit**

It is not the policy or practice of the Employer to have excluded classes of employees perform work normally assigned to employees, including foremen, covered by this agreement. Excluded supervisors shall not perform bargaining unit work except in an emergency situation where bargaining unit members are not immediately available.

#### **ARTICLE 7 - EMPLOYER/UNION RELATIONS**

##### **7.1 Union and Employer Representation**

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

##### **7.2 Technical Information**

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

### 7.3 Labour-Management Committee

- (a) The Employer and the Union agree to establish a Labour-Management Committee comprised of three employer and three union representatives plus staff representatives. The Committee shall meet at the request of either party, but not more than once per month, or less than once every three 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 grievance, as defined by this agreement, shall be treated strictly on a "*without prejudice*" basis.
- (c) The Committee shall be responsible for reviewing and recommending a training needs program designed to enhance the existing skill base of employees while increasing an employees suitability for substitution and the diversification for the Employer's operations.

## 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 any employee bound by this agreement, an earnest effort shall be made to settle the dispute in the manner described in this article.

#### 8.2 Step 1

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

#### 8.3 Step 2

The Employer's designate shall meet with the Union's designate within 15 calendar days after receipt of the grievance. This meeting may be waived by mutual agreement. The Employer's designate shall reply in writing to the employee's grievance within 21 days of receiving the grievance at Step 2.

#### 8.4 Time Limit to Submit to Arbitration

Failing satisfactory settlement at Step 2, the Union's area staff representative may submit the grievance to arbitration within 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 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**

Where either party to this agreement disputes the general application, interpretation, or alleged violation of an article of this agreement the dispute shall be discussed initially with the General Manager or the Union, as the case may be, within 21 days of the occurrence. Where no satisfactory agreement is reached either party may submit the dispute to arbitration, as set out in Article 9.

### **8.6 Suspension or Discharge**

In the event of a grievance arising from an employee's suspension or dismissal for just cause, the Employer agrees to notify the employee in writing setting out the grounds for the Employer's action. A copy of the notice will be sent to the Union's designate. Grievances arising from dismissal or suspension of 20 workdays or more shall be filed at arbitration within 21 days of the occurrence pursuant to Article 9.

### **8.7 Time Limits**

Should either party exceed the time limits set out in this article, or fail to request an extension of the time limits, in writing, within the time limits, the party exceeding the time limits must concede the grievance. Requests for time limit extensions shall not be unreasonably withheld.

If a grievance is not initiated in accordance with the prescribed time limits, such grievance shall be deemed to be abandoned by the Union. However, the Union will not be deemed to have prejudiced its position on any future grievance. Notwithstanding the above, the parties may agree in writing to extend time limits by mutual agreement.

### **8.8 Administrative Provisions**

Grievances and replies at Steps 1 and 2 of the grievance procedure, which are required in writing, shall be sent by courier, facsimile transmission, email in PDF format 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, emailed in PDF format or accepted by a courier and received on the day they were delivered or received by facsimile transmission in the appropriate office.

### **8.9 Technical Objections**

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

### **8.10 Deviation from Grievance Procedure**

The Employer agrees that, after a grievance has been initiated by the Union, the Employer's representative will not enter into discussion or negotiation with the aggrieved employee without the consent of the Union. In the event that, after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that, pursuant to this article, the grievance shall be considered to have been abandoned.

## **ARTICLE 9 - ARBITRATION**

### **9.1 Notification**

Pursuant to Clause 8.4, 8.5, and 8.6, the Union's area staff representative may submit a grievance to arbitration within 21 days of the date of receipt of the Employer's Step 2 response, or within 21 days of the date it was due, by giving notice to the General Manager of the Union's intent to arbitrate.

## 9.2 Pre-Arbitration Meeting

The President of the Company or their designate shall meet with the Union's representative within 15 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	Wayne Moore
Emily Burke	Colin Taylor
Marguerite Jackson	

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

## 9.3 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 30 calendar days of the date the arbitration hearing is concluded. This time period may be altered by consent of the parties.

## 9.5 Costs

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

## 9.6 Expedited Arbitration

(a) All grievances shall be considered as suitable for expedited arbitration, except grievances in the nature of:

- (1) policy grievances;
- (2) grievances requiring substantial interpretation of a provision of the agreement;
- (3) grievances requiring presentation of extrinsic evidence.

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

(b) The Arbitrator shall be selected in accordance with the procedure outlined in Section (j) below. The arbitration procedure shall be in accordance with the following:

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

- (c) By January 15<sup>th</sup> of each year, the parties will reserve a period of two workdays (or more if required) bi-annually, in March and September, for hearings to address all outstanding grievances. Representatives of the parties will meet at least two weeks prior to the reserved dates to finalize an agenda of grievances to be heard.
- (d) The Arbitrator shall hear the grievances and shall render a binding decision within two workdays of such hearings. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey a decision.
- (e) Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- (f) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (g) A grievance determined by either party to fall within one of the categories listed in (a) above may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to Clause 9.2.
- (h) The parties shall equally share the cost of the fees and expenses of the Arbitrator and hearing rooms. In the event that either party delays cancellation pursuant to (f) above, such that a cancellation fee is charged by the Arbitrator or by the facility in which the hearing is booked, the party cancelling shall be fully responsible for such fee(s).
- (i) The parties agree that the hearings will be conducted locally.
- (j) The parties shall contact the Labour Relations Board Mediation Division and request the services of a mediator to act in the capacity of an arbitrator. Where a mediator is not available through the Mediation Division to act in the capacity of an arbitrator within the times specified in (c) above, an individual from the following list will be appointed.

Mark Atkinson	Emily Burke	Stan Lanyon	Colin Taylor
Mark Brown	Judi Korbin	Rory McDonald	

## **9.7 Amending Time Limits**

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

## **ARTICLE 10 - DISMISSAL, SUSPENSION, AND DISCIPLINE**

### **10.1 Burden of Proof**

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

### **10.2 Right to Steward**

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

### **10.3 Right to Grieve Other Disciplinary Action**

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

### **10.4 Suspension or Discharge**

In the event of a grievance arising from an employee's suspension or dismissal, the Employer agrees to notify the employee, in writing, setting out the grounds for the Employer's action. A copy of the notice will be sent to the Union's designate within five calendar days. Grievances arising from suspensions that are a duration of 20 workdays or longer or dismissals shall be filed at arbitration pursuant to Article 9 within 21 days of the suspension or dismissal.

### **10.5 Probationary Period**

- (a) Each new employee shall serve a probationary period of 45 workdays from date of hire during which time the Employer shall assess suitability for continued employment.
- (b) The Employer, during the probationary period may release the employee for unsuitability for continued employment providing the factors involved in suitability could reasonably be expected to affect work performance.
- (c) Where an employee feels they have been aggrieved by the decision of the Employer to reject the employee during the probationary period, the employee may submit the matter to arbitration in accordance with Article 9 within 21 days of the date upon which the employee was notified of their rejection on probation.

### **10.6 Personnel File**

An employee, or the President of the Union (or designate) with the written authority of the employee, shall be entitled to review the employee's personnel file(s), both paper and, if applicable, electronic, in the office 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 after the expiration of 12 months from the date it was issued, provided there has not been a further infraction.

### **10.7 Abandonment of Position**

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

### **10.8 Discipline Deemed Void**

Any disciplinary action implemented by the Employer must occur within:

- (a) twenty workdays of the action or circumstances giving rise to the discipline;



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

## ARTICLE 11 - SENIORITY

### 11.1 Service Seniority Defined

- (a) "*Service seniority for regular employees*" shall be defined as the length of continuous service, at the earliest start date, as a regular employee with the Employer, previous maintenance contractors within the service area covered by this agreement and the Public Service of BC. Seniority shall be maintained except as specified in Clause 11.3 below.
- (b) "*Service seniority for auxiliary employees*" shall be defined as follows:
  - (1) For the purpose of all provisions of the agreement, "*service seniority*" shall be defined as the length of continuous service as an auxiliary employee at the earliest start date with the Employer, previous maintenance contractors within the service area covered by this agreement and the Public Service of BC. Seniority shall be maintained except as specified in Clause 11.4 below.
  - (2) All incumbent auxiliary employees as of March 1, 1995 shall have a service seniority date for the purpose of (b)(1) above established. The method used will be to assign March 1, 1995 as the service seniority start date for the auxiliary having the highest seniority credits on March 1, 1995 within their respective seniority block. One day will be added to each subsequent auxiliary in descending order of seniority within the employee's respective seniority block.
  - (3) All auxiliary employees hired after March 1, 1995 will have their service seniority date established as their start date. However, no auxiliary employee hired after March 1, 1995 can have a service seniority start date earlier than an incumbent auxiliary.
- (c) When two or more regular employees have the same service seniority date, previous auxiliary seniority, as defined in (b) above, shall be the determining factor. Where none of the affected regular employees have previous auxiliary seniority as defined in (b) above, or where two or more auxiliary employees have the same service seniority date, then seniority shall be determined by chance as mutually agreed to by the Employer and the Union.

### 11.2 Seniority Lists

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

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

### 11.3 Loss of Seniority for a Regular Employee

A regular employee will lose their seniority in the event that:

- (a) they are discharged for just cause;
- (b) they voluntarily terminate their employment or abandon their position;
- (c) they accept a position with the Employer, which is outside the bargaining unit, except for temporary appointments for less than 45 workdays. This period may be extended by mutual agreement between the parties. During this period an employee will continue to pay union dues at their old rate and remain a member of the bargaining unit;
- (d) they accept severance pay in accordance with Article 13.

### 11.4 Loss of Seniority for an Auxiliary Employee

An auxiliary employee shall lose their service and classification seniority in the event that:

- (a) they are terminated for cause.
- (b) they voluntarily terminates or abandons their position.
- (c) they are not recalled for a work assignment in a nine-month period, except for an auxiliary employee newly hired after September 1, 2006 who shall lose their seniority after six months on layoff from any layoff that occurs during the first 12 months following their original date of hire. Should such an employee be rehired by the Employer after the first anniversary of their original date of hire, they will then be covered by the nine-month provision set out above.
- (d) they are unavailable for or declines three consecutive offers of re-employment in each seasonal period, i.e. winter shift or summer shift.
- (e) they become a regular employee.

### 11.5 Seniority While on a WorkSafeBC Claim

Any employee on a claim recognized by WorkSafeBC shall be credited with service seniority equivalent to what they would have earned had they not been absent and had been able to work.

## ARTICLE 12 - PROMOTIONS, VACANCIES & JOB POSTINGS

### 12.1 Regular Complement and Appointments without Posting

- (a) The regular complement shall be maintained at 36 employees. The regular complement does not include the regular employees as per 34.2(b).
- (b) The parties agree that the senior 13 regular employees in the bargaining unit who are on the attached Appendix #8 list shall not be subject to layoff, relocation, and/or salary adjustment. No employee, regular or auxiliary, who is not on the list is eligible for layoff protection arising from this clause. The Appendix #8 list will be phased out through attrition, commencing January 1, 2003, to zero by June 30, 2029 unless the five-year extension is achieved. It is understood that those regular employees not on the attached core group list shall retain their regular status for all other purposes of the collective agreement.
- (c) While operational needs may fluctuate respecting classes of equipment and services required in each geographic area, an employee who is on the Appendix #8 list shall not be subject to layoff, or permanently relocated, or red-circled, or otherwise impacted by a non-disciplinary action initiated by

the Employer. However, such an employee may be reassigned duties commensurate with the operational needs of the seniority block.

(d) When a new position is created, or when a regular vacancy is created through resignation, discharge, promotion, transfer, or retirement of an incumbent regular employee, the Employer shall determine whether the vacancy is to be filled, and in what location within the service area. However, once the regular complement is reduced to 36, the requirement to fill vacancies pursuant to this clause shall be reinstated. Therefore, the Employer shall maintain a minimum of 36 regular employees. Vacancies arising from the discharge of a regular complement employee shall be filled within 30 calendar days of the discharge being finalized.

Where the regular position is to be filled, it shall be offered within the seniority block in the following sequence:

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

(e) Vacancies arising at or above the Foreman 1 and Trade Leadhand levels shall be subject to the posting provisions contained in Clause 12.2.

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

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

(g) In the event that the responsibility for highways road and bridge maintenance for the Coquihalla Highway is transferred by the Province of BC to a third party who is not a successor employer, the seniority block for regular employees shall be the full bargaining unit for the purposes of any resulting labour adjustments under Articles 12, 13 and any related provisions.

## **12.2 Vacancy not filled in a Seniority Block**

(a) Where the vacancy cannot be filled within the seniority block, the position shall be posted on designated union bulletin boards throughout the appropriate service area for 14 calendar days. Where the vacancy cannot be filled within the service area, the position shall be posted on designated union bulletin boards throughout the bargaining unit for 14 calendar days. Where there is more than one applicant for a position, the position shall be offered to the senior most qualified applicant.

(b) Where the Employer is required to fill a vacancy from outside the bargaining unit, hiring preference shall be given to BCGEU members employed with other highways road and bridge maintenance contractors throughout the province.

### **12.3 Job Posting Information**

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

### **12.4 Appointments & Posting Awards**

- (a) Appointments shall be made on the basis of seniority subject to the employee meeting the qualifications as defined in the Classification Specifications.
- (b) The Employer shall provide the Union with a copy of all job-posting awards and shall post such awards on all bulletin boards.

### **12.5 Notification of Unsuccessful Applicants & Grievance Process**

- (a) Unsuccessful applicants to positions will be notified of the name and classification of the successful applicant. An unsuccessful candidate may request an explanation from the General Manager (or designate) 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 General Manager (or designate). Within five calendar days of receipt of the employee request, the General Manager (or designate) will reply to the employee. Where no written requests have been received by the General Manager (or designate) within 14 calendar days of the date of the notice being sent to the Union pursuant to Clause 12.4, the successful applicant shall be awarded the position.
- (b) Grievances must be filed at Step 2 within seven calendar days of receipt of the General Manager's (or designate's) reply. Where a grievance has been filed, no permanent placement shall take place until the grievance has been resolved. The Employer may temporarily award the position subject to the resolution of any grievance.

### **12.6 Interview Expenses**

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

### **12.7 Trial Period**

Where a bargaining unit employee is promoted, they will be placed on trial for a 45 workday period, and upon satisfactory completion of the trial period will be confirmed in the position in writing by the Employer. If an employee is unable to perform the duties of the new position, or the employee wishes to discontinue working in the new position, they will be returned to their former position and rate of pay. Any other employee(s) transferred or promoted as a result of the original job posting will also be returned to their former position and rate of pay.

### **12.8 Union Observers**

The President of the Union (or designate) may sit in as an observer on interviews 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**

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of layoff, employees shall be laid off in reverse order of service seniority within a classification series within the seniority blocks listed below in MOU #3.

**13.2 Pre-Layoff Relocation and Redundancy**

In the event that an employee's position is identified for relocation or as redundant, the following shall apply:

- (a) Where the employee's position is relocated, they shall be offered the position in the new location and relocation expenses shall apply. An employee may decline an offer pursuant to this section;
- (b) Where a position has been identified by the Employer to be redundant, the least senior employee within the classification and seniority block shall be placed in a regular vacancy of the same or comparable classification within their seniority block, provided they possess the skills and abilities to perform the job after a period of up to one month of retraining and/or orientation;
- (c) A reassigned employee will not have their current pay reduced; however, they shall be entitled to receive only 50% of all negotiated wage increases until such time as the rate of pay of the new classification equals their current pay or until they return to their former classification, whichever first applies;
- (d) Failing placement pursuant to (a) or (b) above, the employee who occupies a redundant or relocated position shall have all rights pursuant to Clauses 13.3 and 13.4.

**13.3 Notice of Layoff**

- (a) The Employer shall provide employees affected by layoff 20 workdays' written notice prior to the effective date of layoff. Notification shall include the options available to such employees and the consequences of a failure to exercise those options pursuant to Clause 13.3(b) below. Copies of such notification will be forwarded to the Union. If the employee has not had the opportunity to work 20 full days after notice of layoff, they shall be paid in lieu of work at their current rate of pay for that part of the 20 days during which work was not made available.
- (b) Where notice of layoff has been issued, such notice shall not be rescinded, without mutual agreement with the employee, once the employee has made their election pursuant to Clause 13.4. Upon receipt of such notice, an employee shall elect from the options contained in Clause 13.4 within 10 workdays and confirm their election in writing to the Employer. Where this does not occur the employee shall be deemed to have resigned and shall claim severance pay or early retirement.

**13.4 Options Upon Layoff**

- (a) **Vacancy Selection and Bumping:** An affected employee subject to layoff shall have the right to fill vacancies and to displace employees in the following manner and sequence:
  - (1) An employee identified pursuant to Clause 13.1 shall be placed on the basis of service seniority in accordance with (i) through (vii) below. An employee with three or more years' service seniority shall be eligible for relocation expenses in accordance with Clause 27.12.

	<b>Vacancy/ Displacement</b>	<b>Classification</b>	<b>Service Area</b>	<b>Geographic Location</b>
(i)	Vacancy	same	same	same
(ii)	Vacancy	+1 - comparable	same	same

	Vacancy/ Displacement	Classification	Service Area	Geographic Location
(iii)	Displace	same	same	same
(iv)	Displace	- comparable	same	same
(v)	Vacancy	same	same	other
(vi)	Vacancy	+1 - comparable	same	other
(vii)	Displace	same	same	other

(2) "*Comparable*" includes a job with a salary range of -15% to plus +2% of the employee's original classification.

(3) The displacement/bumping option shall be voluntary and if the option is declined by the employee it shall not count as a job offer pursuant to this section. Should an employee wish to displace/bump, the Employer will identify the least senior employee within the classification and headquarters or geographic locations. In no instance will the employee have the right to displace another employee with more service seniority as defined in Article 11.

(4) A regular employee will have the option of displacing the most senior auxiliary employee within the same seniority block and going onto auxiliary recall lists within the geographic boundaries of the seniority block.

(5) A regular employee who chooses to go onto the auxiliary recall list, pursuant to this section, shall retain their regular status; but a regular employee recalled to auxiliary work will be considered to have auxiliary status for purposes of Clauses 15.3 and 15.7 of this agreement and the vacation scheduling provisions and notice of layoff as specified in Clause 13.3.

(6) Notwithstanding Clauses 13.1, 13.4(a)(1), (3), and (4) above, regular employees to be retained shall be qualified and able to perform the work which is available after a period of familiarization.

(7) In the event that an employee is not placed pursuant to any of the above options, they may claim early retirement or severance pay as specified in Clauses 13.4(f) and (g).

(8) In the event that the employee declines the options contained in Subsections (1), (3), and (4) above, they may opt for placement on the recall list for a period of one year for recall to a vacant position within the seniority block. Recall of employees will be in order of seniority within a seniority block, provided the employee is qualified to perform the work available after a period of familiarization. Recall to available work of four months or longer duration shall be considered to be "*regular recall*" rather than "*auxiliary recall*" under Clause 31.3 or Subsection (a)(5) above. An employee who declines such an offer shall be deemed to have declined employment and shall claim severance pay or early retirement.

(b) *Job offers pursuant to (a) above:*

(1) If an employee refuses one job offer in the same geographic location, and with a salary or maximum step pay range comparable to their existing position, they shall claim early retirement as outlined in Clause 13.4(f) or shall be deemed to have resigned without severance pay. For the purposes of this section, "*comparable*" means the same or 2% higher salary than their present position.

(2) If an employee refuses a maximum of two job offers wherein the salary, or maximum step in the range is not more than 15% less than their present position or if the location is outside their

geographic location, they shall claim early retirement or severance pay as outlined in Clauses 13.4(f) and (g).

(c) *Qualifications:* In all cases, the regular employee must possess the qualifications to perform the work available.

(d) *Displaced Employees:* A regular employee displaced pursuant to this article shall have the options contained in Clauses 13.4(a)(1), (4), (5), (7), and (8).

(e) *Retraining and Adjustment Period:*

(1) Employees who assume a new position pursuant to this article will receive job orientation including, where deemed appropriate, current in-service training, and shall be allowed a reasonable time to familiarize himself with their new duties.

(2) Employees involved in training under this section shall receive their basic pay for the period of training.

(f) *Early Retirement:* A regular employee who is age 55 or older and has completed 10 years of pensionable service as of the effective date of layoff, and who has opted for and is entitled to severance pay pursuant to this article shall, upon application, be entitled to additional pensionable service equivalent in value, as determined by the Pension Plan, to the severance pay compensation. Benefits under this provision shall not exceed the time that would be required to reach the employee's maximum retirement age.

(g) *Severance Pay:* Within 30 days of receipt of layoff, or of refusing job offers in accordance with Clause 13.4(b)(2), a regular employee will be entitled to resign with severance pay as follows:

(1) A regular employee who transferred from the provincial government to Emcon Services Inc., then to HMC Services Inc., and then to the Employer and who, at the time of layoff from the Employer, has combined service of three years or more shall be entitled to an amount calculated pursuant to (i) through (iii) below:

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

(2) An employee covered by the provisions contained in Subsections (i), (ii), and (iii) above will not receive an amount greater than nine months' current salary.

(3) All regular employees not covered by Clause 13.4(g)(1) above, and who were hired prior to January 1, 2002, shall receive one week's current salary for each year of service, or major part thereof, to a maximum of 12 weeks' pay.

(4) All other regular employees hired after January 1, 2002, and/or who have not accessed severance pay prior to May 2, 2019, shall receive notice in lieu of severance as per the *Employment Standards Act*.

(h) An employee with recognized service seniority, including past employment with the provincial government, who is laid off during the term of this agreement, will be eligible to use their full seniority as provided for in Clause 11.1 for severance entitlement, notwithstanding, an employee will not receive an amount greater than nine months' current salary.

(i) Severance pay in (g) above is not payable by the Employer in the event that the Employer ceases operations of highway and bridge maintenance in Service Area 14, including the decision of the

Employer or the government of BC not to renew their contract for highway and bridge maintenance in the service area and:

- (1) operations of highway and bridge maintenance in Service Area 14 reverts to the government of BC, or
- (2) another contractor assumes the operation of highway and bridge maintenance in Service Area 14 and that contractor is a successor employer to the Employer pursuant to the terms of the contractor's agreement with the Province of BC or Section 35 of the *Labour Relations Code* and/or this agreement.

(j) In addition to the circumstances by which an employee normally accesses the provisions of Clause 13.4(g), such severance pay is payable by the Employer to employees in Service Area 14 in the event that the Employer ceases operations of highway and bridge maintenance in Service Area 14, including the decision of the Employer or the government of BC not to renew their contract for highway or bridge maintenance in Service Area 14 and another contractor assumes operation of highway and bridge maintenance in Service Area 14 and that contractor is not a successor employer pursuant to the terms of the contractor's agreement with the Province of BC or Section 35 of the *Labour Relations Code* and/or this agreement.

### **13.5 Relocations of a Temporary Nature**

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

### **13.6 Transfer Without Posting**

The Labour-Management Committee may recommend lateral transfers or voluntary demotions within the company, for compassionate or medical reasons. "*Compassionate*" or "*medical*" reasons shall be defined as, but not restricted to, the following:

- (a) illness of employee or family members requiring medical attention which is unavailable in the immediate area, e.g. spouse or dependant with kidney problems requiring dialysis on a regular basis;
- (b) handicapped family members who require attention, which is unavailable in the immediate area, for example, blind, or deaf dependants who require special schooling;
- (c) health circumstances which leave the member in a position where they are unable to work at the existing location.

### **13.7 Early Retirement Allowance**

In the event of layoffs pursuant to Clauses 13.1 and 13.2 the Employer will conduct a pre-layoff canvass and offer early retirement for regular employees; offers will be made on the basis of seniority within the bargaining unit and shall contain severance pay entitlements equal to those contained in Clause 13.4(g).



## ARTICLE 14 - HOURS OF WORK

### 14.1 Hours of Work

The annual hours of work exclusive of meal periods but including paid holidays shall be in accordance with Memorandum of Understanding #1. "*Annual hours*" means that all work schedules will be based on that figure in MOU #1.

### 14.2 Work Schedules

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

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

### 14.3 Conversion of Hours

- (a) *Lieu days*: Where an employee is granted a lieu day pursuant to Clause 17.3, the time off granted per lieu day will be converted to hours on the basis of the normal scheduled workday for the 5:2 winter shift pattern as described in MOU #1 for a full-time employee and prorated for a part-time employee.
- (b) *Designated paid holidays*: Where an employee is granted a designated paid holiday pursuant to Article 17, the time off granted per designated paid holiday will be converted to hours on the basis of the normal scheduled workday for the 5:2 shift pattern as described in MOU #1 for a full-time employee and prorated for a part-time employee.
- (c) The parties agree that the current schedule of days/patterns be amended where necessary to ensure that work schedules compensate for any shortfall created by the eight-hour statutory holiday pay.

### 14.4 Rest Periods

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

### 14.5 Meal Periods

- (a) Recognized meal periods will be within the middle two hours of the workday or shift. The normal meal period will not be less than one-half hour and not more than hour. Lengthening of the scheduled workday will not be achieved by expanding the normal meal period except by mutual agreement.

(b) Employees who are required to perform their duties during the meal period, shall be paid one and one-half times the base rate for the duration of the recognized meal period and will be given a meal period if possible with pay at another time in the shift or workday.

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

#### **14.6 Hours of Work, Shift Schedules and Start and Finish Times**

The length of workdays, shift patterns and shift schedules shall be negotiated within the work group according to recognized provisions of Clause 14.2.

(a) Except for part-time employees, the length of the scheduled workday will be established within MOU #1, however, no scheduled workday shall be less than seven and one-half hours (eight hours during the winter shift schedule) in Service Area 14.

(b) Shift pattern and length of scheduled changes will be limited to a maximum of six per year with a minimum duration of one month for any shift pattern or scheduled workday length, except by mutual agreement within the work group, or if necessary, refer the matter to the Labour-Management Committee.

#### **14.7 Table of Recognized Workday Lengths and Shift Patterns**

Workday lengths and shift patterns shall be in accordance with MOU #1.

#### **14.8 Days of Rest**

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

In all instances, employees shall be scheduled a minimum of two consecutive days of rest within a seven-day period. Rest days for employees on travel status may be deferred by mutual agreement, except as provided for in Clause 15.6(c).

#### **14.9 Split Shifts**

No employees shall work split shifts.

#### **14.10 Sweeping and Mowing Summer Shifts**

Twelve and one-half hour shifts may be implemented for the months of April, May, June and July of each year for the express purpose of sweeping and mowing. The shift pattern will be 3:4 and may include weekends. The shifts shall be worked by auxiliary employees, unless a regular employee specifically requests the shift. Shifts will be offered in seniority order to those who express interest. If there are insufficient volunteers for the shifts, the Employer may assign the shift(s) in reverse order of seniority to qualified employees.

### **ARTICLE 15 - SHIFT WORK**

#### **15.1 Definition of Shifts and Shift Premium Entitlement**

(a) *Identification of Shifts:*

(1) "First shift" - all hours worked on any shift, which starts between 4:30 a.m. and 11:59 a.m. inclusive.

(2) "Second shift" - all hours worked on any shift, which starts between 12:00 noon and 8:59 p.m. inclusive.

(3) "Third shift" - all hours worked on any shift, which starts between 9:00 p.m. and 4:29 a.m. inclusive.

(b) Premiums for the second and third shifts will be \$1.05 plus 2018 COLA per hour.

### 15.2 Shift Premium Entitlement

(a) Employees working an afternoon or night shift as identified in Clause 15.1(a)(2) and 15.1(a)(3) shall receive a shift premium for all hours worked on the shift. Where the Employer double shifts equipment during the summer shift schedule, the second shift shall be eligible for 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 4:29 a.m. shall receive the shift premium for each hour worked during the callout period up to the commencement of their regularly-scheduled shift.

### 15.3 Notice of Work Schedules

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

### 15.4 Exchange of Shifts

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

### 15.5 Shortfall of Annual Working Hours

When establishing and implementing work schedules pursuant to Clause 14.2, the parties agree that every effort shall be made to ensure that the agreed to work schedules shall meet the annual hours of work.

### 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 shifts.

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

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

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

(1) by service seniority for all employees classified at the level of 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, pursuant to Clause 14.2, so that there are not 24 hours between the start of an employee's shift and the start of their next shift, a premium calculated at the overtime rates will be paid for hours worked on the succeeding shift within the 24 hour period.
- (b) Where an employee exercises seniority rights to work shifts, one of which falls within the 24-hour period from the start of the previous shift, or where an employee's seniority prevails in the assignment of shifts in respect to a change in the shift schedule, the employee shall not be entitled to claim the premium rate referred to in (a) above.

### **15.8 Employees Working Away from Their Point of Assembly**

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

### **15.9 Winter Weekend Shifts - Mechanics & Apprentices**

Scheduling of agreed winter weekend shifts, for mechanics and apprentices, shall follow the guidelines noted below for shops of eight employees or less:

- (a) A maximum of one shift daily on Saturday.
- (b) As a result of working weekend days as described above, one day of rest will be taken in conjunction with the rest days for the preceding or following weekend.
- (c) The provisions of (a) and (b) above do not apply to employees hired specifically to provide weekend service as a requirement of their job description.

### **15.10 Winter Shift for Highway Maintenance Crews**

- (a) The Union and the Employer recognize that the implementation of highway maintenance winter shifts is largely dependent on winter conditions and that shifts may have to be implemented on short notice. Provided there has been advance mutual agreement between the excluded manager and the steward, crews may delay implementation of the start of winter shift.
- (b) However, it is agreed that wherever possible the negotiation of these shift schedules should be undertaken at least 45 days prior to anticipated commencement and that 15 days should be provided for any sign-up and selection process which is involved.
- (c) Auxiliary work will be offered in accordance with Article 31, and scheduled as required by the Employer based on operational needs. Employer preference with respect to such auxiliary schedules shall not limit or restrict discussion and mutual agreement on any shift pattern as set out in the tables contained in MOU #1. Shifts conforming in length to the agreed winter work schedule of the work group must be maximized and offered, in order of seniority, prior to the implementation of shifts of lesser hours.
- (d) Once winter shift placements have been agreed to and all regular employees have chosen or been assigned a shift, there will be no bumping permitted when the Employer increases or reduces the crew sizes with the auxiliary staff.
- (e) Notwithstanding (d) above, prior to recall of auxiliary employees for winter shift, regular employees may be required to provide coverage for all shifts, seven days a week, to provide for operational coverage. However, once the winter shift is filled, regular employees will be permitted to

bump, on a one time only basis, into a shift that is occupied by an auxiliary employee. It is understood that if auxiliary employees are laid off prior to the commencement of the summer shift schedule, regular employees may be returned to the same winter shifts they occupied prior to the recall of auxiliary employees.

### **15.11 Summer Weekend Shifts**

Where the work program(s) necessitate permanent weekend summer shifts, the establishment of such shifts shall be in accordance with Clauses 14.2 and 15.10 of this agreement; otherwise employees will not be required to work weekends during the summer shift except by mutual agreement or unless they have been hired for the purpose of weekend work. Every effort shall be made to minimize the need for regular summer weekend shifts. A regular employee who has been assigned a summer weekend shift shall be entitled to displace an auxiliary employee recalled to a weekday work assignment of 40 hours or longer in duration. It is understood that when the weekday work assignment expires the regular employee who exercised this displacement option shall be returned to their scheduled weekend shift assignment. The parties recognize that regular employees must be qualified to displace the auxiliary employee and all obligations for notice of change of shift are waived.

### **15.12 Reporting Pay**

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

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

### **15.13 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.
- (b) "*Straight-time rate*" means the hourly rate of remuneration.
- (c) "*Time and one-half*" means one and one-half times the straight-time rate.
- (d) "*Double-time*" means twice the straight-time rate.

### **16.2 Overtime Entitlement**

- (a) An employee will be entitled to compensation for authorized overtime in excess of the scheduled daily hours.
- (b) Overtime shall be compensated in 30-minute increments for periods of overtime over 10 minutes' duration.

### **16.3 Overtime Allocation**

- (a) Overtime work, except for scheduled shifts on statutory holidays, shall be allocated on a seniority basis to qualified employees within the appropriate classification series for the work group, except that it may be offered first as an extension of a shift to those already on shift if that is required to meet an expected response time. During the winter shift pattern, employees will not be permitted to work an

opposite shift (e.g. a night shift when the workday shifts and vice versa), unless there is a minimum of eight hours between the overtime and their regular shift. Employees may provide the Employer with written notice that they will decline any overtime offers. Such written notice can be for any period of time (i.e. the entire winter, a two-week period, etcetera). When such notice is provided, the Employer will not be obligated to contact the employee for any offers of overtime.

The burden of proof is on the Employer to demonstrate that the shift extension was necessary due to a required response time. Overtime records shall be posted in a timely manner following the end of summer and winter shifts, noting both declines and overtime hours worked as a result of shift extensions. Posted overtime records may be challenged for accuracy by employees within 30 days of posting. Copies shall be provided to each steward.

(b) When shifts are scheduled for statutory holidays, the Employer must, at least two weeks prior to the holiday, post the shifts and request for volunteers to work the shifts. Shifts then shall be allocated on a seniority basis to qualified employees who volunteer; however, shifts shall be first offered, in seniority order, to those whose shift pattern would have otherwise had the holiday as a scheduled shift. Such shifts must be allocated at least 48 hours prior to the statutory holiday. Once an employee has been designated to work the holiday, the Employer cannot subsequently cancel such. If there are insufficient volunteers for the shifts, the Employer may assign the shift(s) in reverse order of seniority to qualified employees. The provisions of Clause 17.7 shall apply for shifts worked under this provision.

#### **16.4 Overtime Compensation**

(a) Overtime worked shall be compensated at the following rates:

- (1) Time and one-half for the first three hours of overtime;
- (2) Double-time for hours worked in excess of (1);
- (3) Time and one-half for hours worked on a day of rest equivalent to the hours of a regular shift and then double-time thereafter in relation to road and bridge maintenance work.

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

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

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

(d) An employee who qualifies for the paid statutory holiday under this agreement, and who is required to work on the designated paid holiday, and where the start time of the scheduled shift falls within the designated holiday, shall receive the applicable overtime rates for the entire scheduled shift.

#### **16.5 Overtime Meal Allowance**

(a) When an employee is required to work in excess of two and one-half hours' overtime immediately before or after completion of their scheduled daily hours, they shall be provided with a meal or shall be reimbursed with an overtime meal allowance, and a paid meal break of one-half hour will be given. The overtime meal allowance shall be \$14.31 plus 2018 COLA.

- (b) If the employee continues to work beyond three hours, a further meal or allowance and meal break as above shall be provided upon completion of an additional four hours' worked and upon completion of every three hours thereafter.
- (c) When an employee is called out prior to their scheduled shift without one-half hour's notice, the Employer shall provide the meal or pay the overtime meal allowance.
- (d) In the case of an employee called out on overtime to work on a rest day, this clause will apply only to hours worked outside their regular shift times for a normal workday.
- (e) Where any of the meals provided under (a), (b), (c), or (d) above duplicates a meal to which an employee is entitled because of travel status or field allowance, then the employee shall receive only one benefit for each meal.

#### **16.6 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, without being subject to disciplinary action for so refusing, except when required to do so in emergency situations.

#### **16.8 Callout Provisions**

- (a) An employee who is called back to work outside their regular working hours shall be compensated for a minimum of three hours at the applicable overtime rates. They shall be compensated from the time they leave their home to report for duty until the time they arrive back upon proceeding directly to and from work.
- (b) *Callout Time which Abuts the Succeeding Shift:*
  - (1) If the callout is for three 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 straight-time rates for the regular shift.
  - (2) If the callout is for longer than three hours, the employee will be required to work the callout period and a portion of the abutting regular shift. The portion of the regular shift, which must be worked, will be the regular shift less the amount that the callout exceeds three hours. Compensation shall be at overtime rates for the callout period and straight-time for the regular shift without shortfall.
  - (3) For the purpose of (1) above it is agreed that "*callout*" means that an employee has been called out without prior notice.
- (c) When overtime is worked which does not abut the succeeding shift, there shall be an elapsed time of eight hours between the end of overtime and the time the employee reports for duty on the next regular shift, with no shortfall out of their regular shift.
- (d) If the elapsed eight-hour period following results in only two hours or less of their regular shift available for work, employees shall not be required to report for work on that shift, with no shortfall.

### **16.9 Rest Interval After Overtime**

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

### **16.10 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 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 50% cash and 50% time off combination.
- (c) The Employer agrees that the scheduling of compensatory time off shall not be unreasonably withheld during periods of non-peak work activity. It is understood that winter shift is the Employer's peak work period and it shall not be considered unreasonable to limit or refrain from the scheduling of compensatory time off during this period. The Employer may agree to approve compensatory time off during winter shift, providing conditions and operational requirements permit. Where this occurs every effort will be made to grant the time off in conjunction with days of rest.
- (d) Where overtime is paid in cash, the Employer shall make every reasonable effort to make payment by the next pay period immediately following the employee's request. Any compensatory time off unscheduled at the fiscal year end, or on termination, shall be paid in cash at that time.
- (e) An employee who wishes to withdraw cash from their CTO Bank, shall advise, in writing, the respective pay office at least one pay period prior to the date the payment is desired.

### **16.11 Overtime Authorization**

Overtime authorized by a supervisor shall not be disallowed by management at a later date. Where an employee other than a supervisor must use their discretion in working overtime, the Employer shall be considered to have authorized the overtime. However, the Employer reserves the right, subject to the grievance procedure, to determine the legitimacy of the overtime claimed.

### **16.12 Overtime Records**

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

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

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



**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
Victoria Day	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.

**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 Employer.

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

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

**17.3 Holiday Falling on a Scheduled Workday**

An employee who works on a designated holiday, which is a scheduled workday pursuant to Clause 14.2 and MOU #1, shall be compensated at the rate of time and one-half 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.

**17.4 Holiday Coinciding With a Day of Vacation**

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

**17.5 Christmas or New Year's Day Off**

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

**17.6 Paid Holiday Pay**

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

**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) Auxiliary employees shall be compensated for the paid holiday when they have:
- (1) worked the day before and the day after a paid holiday; or
  - (2) worked 15 of the previous 30 days; or
  - (3) worked in the previous 30 days at least the equivalent, in straight-time hours, of 15 workdays as defined in Clause 14.6 - that is, 120 hours.

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

- (b) An auxiliary employee who is qualified in (a) to receive compensation for the holiday, and who is required to work on that day, shall be compensated at the same rate as regular employees in the same situation, as outlined in Article 17.

**ARTICLE 18 - ANNUAL VACATIONS****18.1 Annual Vacation**

- (a) *Definitions:*

"*Vacation year*": For the purposes of this article a vacation year shall be the year commencing the date concurrent with the maintenance agreement between the Employer and the Province of BC (July 1<sup>st</sup> to June 30<sup>th</sup>).

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

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

<b>Vacation Years</b>	<b>Workdays</b>
First to fifth	15
Sixth	16
Seven	17
Eighth	21
Ninth	22
Tenth	23
Eleventh	24
Twelfth to nineteenth	25
Twentieth and thereafter	30

- (c) For the purposes of this article "*workdays*" shall be converted to hours on the basis of the normal scheduled workday for the 5:2 shift pattern as described in Clause 14.6(a).

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

## 18.2 Vacation Earnings for Partial Years

- (a) During the first partial year of service a new employee will earn vacation at the rate of one and one-quarter days for each month for which they earn 10 days' pay. Subject to Clause 18.6, any unused vacation earned during the first partial year will be paid to the employee on the final payday of that year.
- (b) During the first and subsequent vacation years an employee will earn one-twelfth of the annual entitlement for each month in which the employee has received at least 10 days' pay at straight-time rates. Where an employee has taken more vacation than earned, the unearned portion taken shall be charged against future earned credits or recovered upon termination, whichever occurs first.

## 18.3 Vacation Scheduling

- (a) With the exception of authorized vacation carryover under Clause 18.6, the scheduling and completion of vacations shall be on a 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 calendar year in which the fifth anniversary falls shall be the fifth vacation year; in which the sixth anniversary falls shall be the sixth vacation year; etcetera.

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

(d) *Vacation Period:*

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

- (2) Notwithstanding (1) above, work groups consisting of six to eight employees as at April 1<sup>st</sup> of each year, may have their availability to take vacation during May, June and December limited to two employees away at a time in each classification series. Likewise, work groups of five or less employees as at April 1<sup>st</sup> may have their availability to take vacation during those months limited to one employee away at a time in each classification series.

(e) *Preference in Vacation:*

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

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

(f) *Vacation Schedules:*

- (1) Vacation schedules will be posted between April 1<sup>st</sup> and April 15<sup>th</sup> for the period of July 1<sup>st</sup> through December 31<sup>st</sup> and between October 1<sup>st</sup> and October 15<sup>th</sup> for the period of January 1<sup>st</sup> through June 30<sup>th</sup>.

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

schedule vacation for those employees who have not selected their vacation by November 15<sup>th</sup>, except for vacation to be carried over as allowed under Clause 18.6 of this agreement.

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

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

(g) *Vacation Relief*: Where vacation relief is required, the Employer shall give regular employees the opportunity to substitute in accordance with Clause 27.3 and shall make every reasonable effort to arrange for staff replacement in the lowest-paying category.

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

#### **18.4 Vacation Pay**

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

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

(c) Once per calendar year, upon seven days' written notice, a regular employee shall be entitled to receive, prior to commencement of a vacation, a payroll advance equivalent to the amount of their regular paycheque issued during the vacation period, except that no payroll advance shall be issued in December for any pay periods that fall in January or in March for any pay periods that fall in April.

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

When an employee is in receipt of the Short-Term Illness and Injury Plan (STIIP) benefits or on leave with pay in accordance with Clauses 20.1 and 20.5 during their vacation period, there shall be no deduction from the vacation credits for such leave. The period of vacation so displaced shall be taken at a mutually agreed time. An employee intending to claim displaced vacation leave must advise the Employer and provide necessary documentation within seven days of returning to work.

#### **18.6 Vacation Carryover**

(a) An employee may carry over up to five days' vacation leave per vacation year provided that such vacation carryover shall not exceed 15 days at any time. Employees in their first partial year of service, who commenced prior to July 1<sup>st</sup> of that year, may carry over up to five days' vacation leave into their first vacation year. Except as provided for in Clause 18.2(a), an employee shall not receive cash in lieu of vacation time except upon termination, resignation, or retirement. Vacation carried over into the final year of the maintenance contract must be approved by the Employer and scheduled prior to the end of the maintenance contract. However, should the Employer renew the maintenance contract with the Province of BC, vacation carryover scheduled but unused may be re-scheduled by the employee. The re-scheduling of the vacation carryover will be subject to the provisions of Clause 18.3.

(b) A single vacation period, which overlaps the end of a vacation year, shall be considered as 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 Call Back 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 was 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 July 1, 2019, the vacation in the final year on retirement will be on a pro-rated basis.

**18.9 Vacation Credits Upon Death**

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

**ARTICLE 19 - SHORT-TERM ILLNESS & 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 (STIIP) benefits, such employees shall remain on payroll and benefit compensation payable by the carrier shall be remitted to the Employer.

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

- (a) In the case of bereavement in the immediate family an employee not on leave of absence without pay shall be entitled to special leave, at their regular rate of pay, from the date of death to and including the day of the funeral with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed five workdays.
- (b) "*Immediate family*" is defined as an employee's parent, spouse, common-law spouse, child, stepchild, brother, sister, father-in-law, mother-in-law, grandchild and any other relative permanently residing in the employee's household or with whom the employee permanently resides.
- (c) In the event of the death of the employee's grandparents, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or stepparent the employee shall be entitled to special leave for one day for the purpose of attending the funeral.
- (d) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

**20.2 Special Leave**

- (a) Where leave from work is required, an employee shall be entitled to special leave at their regular rate of pay for the following:
  - (1) Marriage of the employee ..... three days.
  - (2) Attend Wedding of the employee's child ..... one day.

- (3) Birth or adoption of the employee's child ..... one day.
  - (4) Serious household or domestic emergency ..... one day.
  - (5) Moving household furniture and effects ..... one day.
  - (6) Attend their formal hearing to become a Canadian citizen ..... one day.
  - (7) Court appearance for hearing of employee's child ..... one day.
- (b) Two weeks' notice is required for leave under Clauses 20.2(a)(1), (2), (5), and (6).
- (c) For the purpose of Clauses 20.2(a)(2), (4), (5), (6), and (7) leave with pay will be only for the workday on which the situation occurs.
- (d) For the purpose of determining eligibility for special leave under Clause 20.2(a)(5), an employee will qualify if they are maintaining a self-contained household and if they are changing their place of residence which necessitates the moving of household furniture and effects during their normal working hours, and if they have not already qualified for special leave under Clause 20.2(a)(5) on two occasions within the preceding 12 months.

### **20.3 Family Illness**

- (a) In the case of illness of a dependent child 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, the employee shall be entitled, after notifying their supervisor, to use up to a maximum of two days' paid leave at any one time for this purpose.
- (b) The Employer may request a report from a qualified medical practitioner when it appears that a pattern of consistent absence is developing.
- (c) In the case of illness of a dependent spouse who is providing for care of dependent children, the employee shall be entitled, after notifying their supervisor, leave to a maximum of two days at any one time for the purpose of procuring child minding services. This clause will not apply where spouse's treatment has been pre-arranged.

### **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, federal, or Aboriginal election for a maximum period of 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 year.
- (c) For employees elected to a public office for a maximum period of five years.
- (d) For an employee elected to the position of President, Treasurer, or Executive Vice-President of the BCGEU. The leave shall be for a period of three years and shall be renewed upon request.

### **20.5 Leave for Court Appearances**

- (a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.
- (b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.

- (c) An employee in receipt of their regular earnings while serving at court shall remit to the Employer all monies paid to them by the court, except travelling and meal allowances not reimbursed by the Employer.
- (d) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.
- (e) For all the above leaves, the employee shall advise their supervisor as soon as they are aware that such leave is required.

#### **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 year which may be renewed by mutual agreement. Such leave may be with or without pay at the discretion of the Employer.

#### **20.9 Elections**

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

#### **20.10 General Leave**

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

#### **20.11 Leave for Medical and Dental Care**

- (a) Where it is not possible to schedule medical and/or dental appointments outside regularly-scheduled working hours, reasonable time off for medical and dental appointments for employees, or for dependent children, shall be permitted, and the period of 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 three days to receive medical and dental care at the nearest medical centre for the employee, their spouse, dependent child and a dependent parent permanently residing in the employee's household or with whom the employee permanently resides. The Employer may request a certificate of a qualified medical or dental practitioner, as the case may be, stating that treatment could not be provided by facilities or services available at the employee's place of residence.

#### **20.12 Maximum Leave Entitlement**

The total of leaves taken under Clauses 20.2, 20.3, and 20.11 shall not exceed the equivalent of one week's leave from work per calendar year, unless additional special leave is approved by the Employer.

#### **20.13 Emergency Service Leave**

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

#### **20.14 Other Religious Observances**

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

#### **20.15 Compassionate Care Leave**

An employee who is entitled to compassionate care benefits under the *Employment Insurance Act* is entitled to a leave of absence without pay of up to eight weeks for the purpose of providing care or support to a gravely-ill family member at risk of dying within 26 weeks. There will be no interruption in the accrual of seniority or eligibility for benefits provided for under Article 25. Employees requesting compassionate care leave will be required to provide documentation supporting the request.

### **ARTICLE 21 - MATERNITY, PARENTAL, AND ADOPTION LEAVE**

#### **21.1 Maternity Leave**

A pregnant employee shall qualify for maternity leave after six calendar months have passed from the date they commenced employment.

- (a) Upon request the employee will be granted leave of absence without pay for a period of not more than 17 weeks.
- (b) The period of maternity leave without pay shall be from 10 weeks before the expected date of termination of the pregnancy.
- (c) The Employer shall, with the agreement of the employee, defer the commencement of maternity leave for any period approved in writing by a qualified medical practitioner. Where an employee who is at work becomes ill or injured following the commencement of the 10-week period in (b) above, such



illness or injury shall be covered by application of the Short-Term Illness and Injury Plan (STIIP) as follows:

- (1) Where the illness or injury is not directly related to the condition of pregnancy, STIIP coverage may extend to the scheduled date of commencement of maternity leave.
  - (2) Where the illness is caused through an abnormal condition of pregnancy and the employee returns to work before the scheduled commencement date of maternity leave, the period of absence will be covered by STIIP.
- (d) On return from maternity leave, an employee shall be placed in their former position or in a position of equal rank and basic pay.
- (e) The Employer shall maintain coverage for medical, extended health, dental, group life and long-term disability benefits, and shall pay the Employer's share of these premiums for six months during the period of maternity leave and subsequent parental leave.
- (f) Notwithstanding Clauses 18.1(b) and 18.6, vacation entitlements and vacation pay shall continue to accrue while an employee is on maternity and subsequent parental leave for the first six months of the combined maternity and parental leave providing the employee returns to work for a period of not less than six months. Vacation earned pursuant to this clause may be carried over to the following year, notwithstanding Clause 18.6.
- (g) Maternity leave for employees in their first 17 weeks of employment shall be in accordance with the *Employment Standards Act*.

## 21.2 Adoption and Parental Leave

- (a) Upon request, and after six calendar months have passed from the date they commenced employment, an employee shall be granted leave of absence without pay for up to 35 consecutive weeks following the birth or adoption of a child. An employee not on maternity leave prior shall be granted leave of absence without pay for up to 37 weeks under this clause. The employee shall furnish proof of birth or adoption, if requested.
- (b) Where both parents are employees of the Employer, leave shall only be granted to one employee parent at a time. The parents shall decide the periods for which either or both of them will take the leave(s).
- (c) Leave taken under this clause shall commence:
- (1) in the case of a mother, immediately following the conclusion of leave taken pursuant to Clause 21.1;
  - (2) in the case of the other parent, immediately following the birth or placement of the adopted child.

The commencement of the leave taken pursuant to (1) or (2) above may be deferred by mutual agreement; however, the leave must conclude within the 52-week period after the date of birth or placement of the adopted child. Such agreement shall not be unreasonably withheld. Such leave request must be supported by appropriate documentation.

- (d) A period of maternity or adoption leave shall be the same as, or distinct from, the period of parental leave at the election of the parent.

(e) The employee may maintain coverage for medical, extended health, dental and group life benefits for all or part of the remaining initial three months of adoption or parental leave by paying the Employer's cost for same, except for those on employer-paid benefits pursuant to Clause 21.1(e) above.

An employee who returns to work after the expiration of maternity, parental, or adoption leave shall retain the seniority they had accumulated prior to commencing maternity, parental, or adoption leave and shall be credited with seniority for the period of time covered by the maternity, parental, or adoption leave.

An employee shall be deemed to have resigned on the date upon which their maternity, parental, or adoption leave commenced if an application for re-employment is not made one month prior to the expiration of the leave or if they do not return to work after having applied for re-employment.

Maternity leave or adoption leave shall be extended for up to an additional six months for health reasons where a doctor's certificate is presented.

## ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY

### 22.1 Statutory Compliance

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

### 22.2 Safety Program

Pursuant to WorkSafeBC Occupational Health and Safety Regulations, Section 4, the Employer shall establish a safety program and schedule monthly meetings with employees in each seniority block to discuss health and safety matters. The Employer shall maintain a record of the meetings and matters discussed. Copies of the monthly report shall be sent to members of the Labour-Management Committee and the appropriate union area office(s).

### 22.3 Local Occupational Health and Safety Committee

The mandate of the Local Occupational Health and Safety Committee shall be to ensure compliance with the Occupational Health and Safety Regulations, to promote safety awareness, and to assist in developing safety programs in order to reduce the risk of occupational injury and illness.

(a) The Employer shall initiate and maintain a Local Occupational Health and Safety Committee. The Committee shall be comprised of two union designates selected by the Union and two employer designates. Both parties agree to encourage the locally designated Safety Representative from within the seniority block in which the meetings are being held to attend these meetings at the request of the Local Occupational Health and Safety Committee. Copies of all committee minutes shall be distributed to the Union and the Employer.

(b) Employees who are representatives of this committee shall not suffer any loss of current pay for the time spent attending a committee meeting, job site inspection, or accident/incident investigation in accordance with the WorkSafeBC Regulations.

(c) Committee meetings shall be scheduled monthly during normal working hours whenever practicable. Time spent by designated committee members attending meetings held on their day of rest or outside their regularly-scheduled hours of work shall not be considered time worked, but such committee members shall receive equivalent time off at the straight-time rate.

(d) Each party shall provide the other with a list of names of its Occupational Health & Safety Committee designates by service area and it shall also supply names of its Safety Representatives by seniority block.

(e) Both parties agree that in order to provide continuity, persons designated to the Local Occupational Health and Safety Committee shall be encouraged to remain for the term of the collective agreement.

#### **22.4 Unsafe Work Conditions**

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

- (a) a member of the Occupational Health & Safety Committee, or
- (b) a person designated by the Occupational Health & Safety Committee, or
- (c) a safety officer, or
- (d) a steward at a worksite.

After an onsite inspection and following discussion with a representative of the Employer, does not meet the standards established pursuant to the *Workers Compensation Act*. Where an employee acts in compliance with regulations which restrict unsafe work pursuant to the WorkSafeBC Occupational Health and Safety Regulations (Section 8.24), they shall not be subject to disciplinary action.

#### **22.5 Injury Pay Provision**

An employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of their shift without deduction from Short-Term Illness and Injury Plan (STIIP) leave.

#### **22.6 Transportation of Accident Victims**

Transportation to, and from if required, the nearest physician or hospital for employees requiring initial medical care as a result of an on-the-job accident shall be at the expense of the Employer.

#### **22.7 Investigation of Accidents/Incidents**

- (a) Pursuant to the *Workers Compensation Act*, all accidents/incidents shall be investigated jointly by at least one representative designated by the BCGEU and one management representative.
- (b) Reports shall be submitted on a mutually agreed accident investigation form and copies sent to:
  - (1) WorkSafeBC;
  - (2) employer designate(s);
  - (3) Occupational Health and Safety Committee;
  - (4) the appropriate BCGEU Area Office.
- (c) In the event of a fatality the Employer shall immediately notify the President of the BCGEU (or designate) of the nature and circumstances of the accident and arrange as soon as possible for a joint investigation.

#### **22.8 Occupational First Aid Requirements and Courses**

- (a) The Union and the Employer agree that First Aid Regulations made pursuant to the *Workers Compensation Act* shall be fully complied with. Sufficient copies of the WorkSafeBC Occupational Health and 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, or where employees are currently performing, 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 a WorkSafeBC Occupational First Aid Certificate and who are designated to act as the First Aid Attendant in addition to their normal job responsibilities shall receive the following allowance on the basis of the class of certificate which they hold.

- WorkSafeBC Occupational First Aid Certificate, Level 2 - \$41.73 plus 2018 COLA biweekly.
- WorkSafeBC Occupational First Aid Certificate, Level 3 - \$53.66 plus 2018 COLA biweekly.

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

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

(d) (1) In order to meet the requirements of (a) above, the Employer will designate in order of seniority from among those 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 WorkSafeBC regulations to undertake the training in order to obtain an Occupational Industrial 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 an Occupational First Aid Certificate as a desirable qualification on a posting pursuant to Clause 12.2(b).

(5) Failing (4) above, the Employer may require the most senior regular employee within the work unit who can meet the requirements of the WorkSafeBC regulations to undertake Occupational First Aid training in order to obtain a certificate.

## 22.9 Unresolved Safety Issues

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

**22.10 Dangerous Goods, Special Wastes, Pesticides and Harmful Substances**

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

**22.11 Radio Contact or Employee Check**

(a) Where employees are required to perform duties in remote isolated areas, the Employer shall supply a readily available vehicle. Further, the employees shall be supplied with effective radio or radiotelephone communications and have a pre-arranged "*employee check*" made at specified intervals.

(b) The Employer recognizes the need for coordination with operators on "*radio-controlled industrial roads*" and agrees to make such arrangements as are required in particular circumstances to establish as safe a working environment as possible when employees are required to use such roads. Such arrangements may include radio equipment with the appropriate frequency where the use of the frequency has been authorized by the licensed user of that frequency. The Employer agrees to make every reasonable effort to obtain such authorization from the licensed user of that frequency.

**22.12 Working Alone**

(a) Where an employee is employed under conditions which present a significant hazard of disabling injury, and when the employee might not be able to secure assistance in the event of an injury or other misfortunes, the Employer shall provide a means of periodically checking the well being of the employee. Checks shall be made at such intervals and by such means as are appropriate to the nature, hazard and circumstances of the employment.

(b) The frequency of employee checks shall be increased proportionate to the nature of the hazard under which the employee is working. For example, extreme weather conditions; as the temperature decreases, the frequency of checks shall increase. Where conflict arises out of administration of this clause, Section 8.32 of the WorkSafeBC regulations will prevail.

**22.13 WorkSafeBC Occupational First Aid - Level 1**

Those employees who by the nature of their employment are required to work in remote isolated areas shall be given the opportunity to take a WorkSafeBC Occupational First Aid - Level 1 Course at the Employer's expense. Any disputes arising from the application or interpretation of this clause shall be referred to the Labour-Management Committee for resolution.

**22.14 Hearing Examinations**

Hearing examinations required pursuant to the WorkSafeBC Occupational Health and Safety Regulations shall be conducted during working hours without loss of pay. Where an employee is required to be examined on other than their regularly-scheduled workday, they shall receive time off equivalent to the duration of the examination plus travel time upon proceeding directly to and from the examination. Such equivalent time off shall be banked and taken at straight-time rates at a mutually agreeable time.

**22.15 Training Programs for Occupational Health and Safety Committee Members**

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

**22.16 Skin Protection**

The Joint Committee will identify situations where employee duties will involve exposure to ultra-violet radiation.

**22.17 Communicable Disease**

- (a) In respect of communicable diseases, the Joint Occupational Health and Safety Committee will consider, review and make recommendations on issues including:
- (1) preventative protocol measures including education, hygiene, protective equipment/apparel and vaccinations;
  - (2) post-exposure protocols;
  - (3) measures necessary for the establishment of a work environment with minimal risk to exposure to or infection by communicable diseases.

**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 subsequent provisions of this article.

**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 60 days' notice of a technological change.
- (b) Upon receipt of a notice of technological change pursuant to Clause 23.2(a) the 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 the change(s);
  - (3) the location(s) and number(s) of employees likely to be directly affected pursuant to (d) below.
- (d) Where notice of technological change has been given pursuant to Clause 23.2(a):
- (1) Regular employees who are assigned by the Employer to work with the new technology shall receive a period of training and familiarization. Employees involved in training under this section shall receive their basic pay for the period of training. Where the employee cannot meet job requirements upon completion of the training and familiarization period, the employee shall be offered 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 Clause 23.2(a), the parties recognize that there may be circumstances of statutory obligations where it is not possible to provide the notice set forth in this article. In such circumstances, notice shall be provided as soon as possible.

### **23.4 Disputes Resolved**

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

## **ARTICLE 24 - CONTRACTING**

### **24.1 Recognition and Notification of Contracting Out Requirement**

- (a) The Union recognizes that the Employer must utilize hired equipment and subcontractors to meet its obligations to the Ministry of Transportation and Highways and/or project owners.
- (b) The Employer and the Union are committed to productive utilization of bargaining unit employees so as to minimize the requirement for contracting out of work. In addition, the Labour-Management Committee shall work together to identify work activities that can be performed more efficiently and work activities currently subcontracted that may be performed by bargaining unit employees in a more cost effective manner
- (c) The Employer will provide, once annually on or before April 1<sup>st</sup>, a written notification of major portions of the work to be contracted out or hired out. The notice shall include the nature of the work and the proposed contract. The Employer shall provide quarterly statements providing a year-to-date total of work subcontracted or hired equipment utilized.
- (d) The Employer agrees to notify the Union at such time as utilization of subcontracting and hired equipment reaches 20% of the road and bridge maintenance contract.

### **24.2 Contracting Out**

- (a) The Employer agrees not to contract out any of the Employer's work presently performed by employees covered by this agreement which would result in the laying off of such employees.
- (b) The parties agree that contracting within the limits contained in Clause 24.1(a) and (d) of this agreement, while auxiliary employees are laid off, will not be a violation of Clause 24.2(a) above.
- (c) The Employer agrees that it will not contract out winter maintenance while auxiliaries are on layoff except in instances where:
  - (1) the Employer's maintenance equipment is being fully utilized;
  - (2) the auxiliaries on layoff cannot be contacted;
  - (3) work of an urgent nature arises; in such instances the Employer may utilize contractors until an auxiliary arrives. There will be instances when location and/or duration of the work may preclude recall.

- (d) The Employer agrees that it will not acquire any "bumper-to-bumper" warranty agreements on any of its equipment.
- (e) It is agreed that, with the exception of warranty work, third parties shall not be permitted to utilize the equipment or employees of the Employer in order for the third party to service, clean, or repair the Employer's or third party's equipment. When warranty work is done on the Employer's premises, an Employer mechanic will be assigned when, in the opinion of the Operations Manager or their designate, Employer's workload will allow. Such an assignment is for training.
- (f) The Employer agrees that consideration for ongoing training of mechanical staff is necessary to ensure that:
- (1) employees are kept abreast of technological changes on new equipment, and
  - (2) certification as an authorized warranty shop for new equipment is achieved.
- (g) The Employer also agrees not to assign or reassign work to any subsidiary or related company for the purpose of defeating the intent or provisions of this agreement, nor is it the policy of the Employer to bare lease equipment owned, leased or rented by the Employer except in extenuating circumstances. The parties agree that the tri-axle trailer unit shall not be included for the purpose of this clause.

### **24.3 Project Work**

The Employer and the Union shall endeavour to obtain work in addition to that required by the maintenance contract with the Ministry of Transportation. The Employer and the Union may, without prejudice, mutually agree to amend the terms of the collective agreement to obtain such additional work.

## **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 BC Medical Services Plan which is the licensed carrier. Benefits and premium rates shall be in accordance with the existing policy of the plan. The Employer will pay 100% of the regular premium.

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

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

- (a) \$100 deductible per calendar year and reimbursement of 80% of the first \$2,000 of eligible expenses and 100% of the excess eligible expenses in each calendar year per family;
- (b) prescription drugs (including contraceptives) on the written prescription of a physician or surgeon; diagnostic tests and x-ray examinations;
- (c) hospital benefits including semi-private room accommodation; outpatient hospital services; licensed ambulance service; out-of-province emergency treatment;
- (d) services of a registered nurse or a licensed chiropractor, ophthalmologist, optometrist, osteopath, dentist, podiatrist, chiropodist, naturopath, physiotherapist, speech therapist, clinical psychologist, and masseur which may be subject to annual service maximum as specified in the plan;
- (e) hearing aids to a maximum of seven \$894.31 plus 2018 COLA in any four consecutive calendar years.



- (f) orthopaedic shoes, arch supports, moulds, and other orthotic devices; prosthetic devices; rental of wheelchair, medical equipment, and hospital bed which are medically required;
- (g) the cost of glucose monitors, test strips and insulin injection pumps up to a maximum unit cost of \$500 per insured person. This limitation does not apply to supplies for such equipment;
- (h) vision care to include eye glasses or contact lenses and fitting thereof in any two consecutive calendar years for each insured person over age 21 and one such expense in any one calendar year for each dependent child, up to \$450 (may also be used for laser eye surgery).

### 25.3 Dental Plan

- (a) The Employer shall pay the monthly premium for employees entitled to coverage under a mutually acceptable plan, which provides:
  - (1) Part A 100% coverage;
  - (2) Part B 75% coverage;
  - (3) Part C 50% coverage.
- (b) An employee is eligible for orthodontic services under Part C after 12 months' participation in the plan. Orthodontic services are subject to a lifetime maximum payment of \$3,000 per patient.

### 25.4 Group Life

- (a) The Employer shall provide a mutually acceptable group life plan with benefits equivalent to twice an employee's annual salary with a minimum of \$100,000. The Employer shall pay 100% of the premium on the base minimum and the employee shall pay the premium for any insurance over the base minimum.
- (b) Employees shall, as a condition of employment, enrol in the group life plan and shall complete the appropriate payroll deduction authorization forms.
- (c) The group life plan shall allow advanced payment of 50% of group life coverage to a maximum of (plan minimum) for terminally ill employees who meet the plan qualifications as outlined in Information Appendix #1.
- (d) The group life plan shall include the following provisions for accidental dismemberment:
  - (1) loss of both hands or feet ..... principal sum;
  - (2) loss of sight of both eyes ..... principal sum;
  - (3) loss of one hand and one foot ..... principal sum;
  - (4) loss of one hand or one foot and sight of one eye ..... principal sum;
  - (5) loss of one hand or one foot ..... one-half principal sum;
  - (6) loss of sight of one eye ..... one-half principal sum.

### 25.5 Air Travel Insurance

- (a) In the event of death or disability incurred while travelling by commercial aircraft on business of the Employer, regular and auxiliary employees will be covered by the terms and conditions of the Employer blanket insurance policy.
- (b) The amounts specified in the policy will be paid to employees in case of disability; and in the case of death, to the employee's beneficiary as designated under the group life plan, if any, or in the absence of such beneficiary, to the employee's estate.

(c) Employees performing functions related to air observation on chartered aircraft, at the request of the Employer, shall be reimbursed the receipted cost of air travel insurance purchased in advance of the chartered flight where coverage is not provided by the air carrier.

(d) Employees will be made aware of the benefit pursuant to (c) above in advance of the charter arrangements.

### **25.6 Medical Examination**

Where the Employer requires an employee to submit to a medical examination or medical interview, it shall be at the Employer's expense and on the Employer's time, other than a medical examination under Appendix #1, Clause 1.4.

### **25.7 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 BC or the government of Canada, the amount of the saving shall be used to increase other benefits available to the employees, as may be mutually agreed to between the parties.

### **25.8 Copies of the Benefit Plan**

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

(b) The Employer will develop a pamphlet detailing the provisions of the benefit plans for distribution to all employees eligible for coverage with 60 days of the signing of this collective agreement. The cost of such a pamphlet shall be borne by the Employer. Prior to any anticipated change in carriers, the Employer will advise the Union 30 days in advance.

### **25.9 Eligibility for Benefits**

Regular employees will become eligible for benefits pursuant to Article 25 and Appendix #1 (Short and Long-Term Disability) as follows:

(a) Regular employees will be eligible from date of hire for coverage under Clauses 25.1, 25.2, 25.4, 25.5 and Part 1 of Appendix #1. After the completion of six months' employment a regular employee shall be eligible for coverage under Clause 25.3 and Part 2 of Appendix #1.

(b) An employee will cease to be entitled to coverage under (a) above when they lose their seniority in accordance with Clause 11.3.

(c) Employees qualified under (a) above shall be entitled to maintain coverage under such plans for a maximum period of three consecutive months immediately following the month in which a layoff occurs by prepaying the premium themselves.

(d) When an 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 maintain their benefit coverage if recalled within the same month in which the Employer or the employee prepaid for benefit coverage pursuant to (c) above. Upon recall, an employee who has prepaid for benefit coverage under (c) above shall be reimbursed a prorated amount of the benefit costs for the balance of the month in which recall occurred.

An employee who is eligible for benefit coverage under (a) above and who has not ceased to be entitled under (b) above and is not already on benefit coverage at the time of recall pursuant to (c) above shall

have benefit entitlement reinstated the first day of the month following the month in which recall occurred. The employee will receive money in lieu of benefits pursuant to Clause 31.5 for all hours worked until reinstatement of benefits.

#### **25.10 WorkSafeBC Benefits**

An employee on a claim recognized by WorkSafeBC will receive compensation in accordance with the provisions of Appendix #1 and, in addition, the Employer will maintain all health and welfare benefits, vacation credits, and the Employer's pension contributions during an absence on a WorkSafeBC claim.

#### **25.11 Benefits for Employees 65 Years of Age and Older**

Effective the date of ratification, regular employees who reach age 65 will be covered by the provisions of the Health Spending Account, pursuant to Clause 31.5 and Appendix #7. Notwithstanding this, regular employees 65 years of age and older, who are currently receiving benefits, will continue to receive the benefits set out in Article 25 with the following exceptions:

- STIIP benefits shall cease upon the employee reaching the age of 70.
- LTD shall cease.
- Life Insurance and Accidental Death and Dismemberment shall be reduced to 50% of the current amount and shall cease upon the employee reaching the age of 70.

### **ARTICLE 26 - EMPLOYEE EQUIPMENT AND CLOTHING**

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

#### **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) bridge labourer/bridge worker 1 to 3 - maximum of two pairs per week;
    - (ii) mechanic - maximum of two pairs per week;
    - (iii) general tradesman - maximum of two pairs per week;
  - (2) individual issue laboratory coats or counter coats to mechanic supervisor - maximum two per week;
  - (3) individual issue welder's leather jackets and aprons where appropriate;
  - (4) plant issue rubber boots, aprons, gloves and goggles where employees are operating the tank farm and where appropriate when employees are cleaning or washing machinery or equipment;
  - (5) plant issue coveralls to yard workers when required;
  - (6) plant issue coveralls to carpenters when required;

- (7) plant issue coveralls to equipment operators when they are to service equipment or are engaged in the operation of distributor trucks, engaged in the operation of open highways sweepers, and those engaged in sign maintenance, asphalt patching, and crack sealing;
- (8) 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;
- (9) where the Employer supplies items listed above, the Employer agrees to bear the cost of laundering and repair and will ensure adequate levels of stock are on hand;
- (10) plant issue coveralls will be serviceable and free from significant wear and tear.

## 26.2 Safety Equipment

(a) With the exception of prescription glasses, the Employer will supply all safety equipment required for the job under WorkSafeBC regulations. Where the Employer's regulations regarding safety footwear exceed WorkSafeBC regulations, then the Employer shall supply such footwear. Where the following safety equipment is required by WorkSafeBC it will be issued on an individual basis:

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

(b) An employee who is in receipt of an issue of uniform/clothing will have replacement made when they surrender unserviceable items previously issued. Replacement shall be made such that the number of said items in an employee's possession is equal to the number of said items provided for in this agreement.

## 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 Tools

- (a) No employees, other than those classified as tradespersons, helpers or apprentices, will be required to supply work tools or equipment.
- (b) An employee shall furnish and replenish their inventory of personal hand tools. The Employer shall furnish and maintain power tools, specialty tools, testing equipment and all other equipment as required to service or repair employer owned, rented or leased equipment.
- (c) Where maintenance of employees' hand tools has been done by the Employer in the past, this practice shall continue. It is understood that "*maintenance*" as used in this section shall mean sharpening and keeping in good working condition.
- (d) The Employer will replace the employees' 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. Replacements 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. This clause will not apply where the product is replaced through warranty.

**26.5 Comprehensive Insurance**

- (a) The Employer agrees to provide comprehensive insurance 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.

**ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES****27.1 Paydays**

- (a) Employees shall be paid biweekly every second Friday. Auxiliary employees shall receive their paycheque no later than four weeks after they commence employment.
- (b) A comprehensive statement detailing all payments, allowances, pension contributions and deductions shall accompany the paycheque for each pay period. All premiums and allowances payable shall be paid out no later than three weeks from the date of earning them.
- (c) Where direct deposit is instituted the Employer will deposit, without cost to the employee, an employee's pay in a participating chartered bank, trust company, or credit union of the employee's choice on or before the appropriate payday. Where direct deposit is not available, an employee's pay will be delivered in individual sealed envelopes in accordance with (d) below.
- (d) The Employer shall make every effort to ensure that paycheques are available for distribution by the local supervisor the day prior to the payday.
- (e) If the paycheque is not available on the payday, the Employer shall arrange for the employee to be provided on the payday with an adequate advance on their salary.

**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) Where an established supervisory position normally exists, it shall be the normal practice that a substitute be designated in accordance with this article.
- (b) Substitution to a higher level position shall be offered to the senior qualified employee in the appropriate classification who expresses interest in the position, subject to the employee's ability to perform the job. Substitution assignments will occur when supervisory conditions are met as set out below:

Classification	ROLE	
	Primary supervisor where responsible for supervision of crews or individual work groups and senior or management supervisor is not directly available	Secondary supervisor where responsible for supervision of crews or individual work groups and senior or management supervisor is directly available
	Number of Employees	Number of Employees
Foreman 1	1 to 5	4 to 10
Foreman 2	6 to 10	11 to 17
Foreman 3	11 to 17	18 plus
Foreman 4	18 plus	N/A
Trade Leadhand	2 to 5	4 to 8
Trade Supervisor	6 to 11	8 to 12
Trade Senior Supervisor	12 plus	N/A

- (c) Where an employee temporarily performs duties normally assigned to excluded supervisors, they shall remain in the bargaining unit and receive substitution pay at the applicable supervisory rate. Such an assignment shall not exceed 20 workdays except by mutual agreement between the parties to this agreement.
- (d) Where the Employer requires an employee to work part days at a higher-paying position, for more than one-half hour, they shall be paid the higher rate for time worked at the higher-paying position.
- (e) 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 Illness and Injury Plan (STIIP) 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.
- (f) Substitution pay is not payable when an employee has not been designated by the Employer to substitute.
- (g) The application of this clause shall not include training time.

#### 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 Salary Protection and Downward Reclassification of Position

- (a) An employee shall not have their salary reduced by reason of a change in the classification of their position or placement into another position with a lower maximum salary that is caused other than by the employee. The 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. The employee shall receive the full-negotiated salary increases for their new classification thereafter.

(b) Such changes in classifications or placements made pursuant to Clause 13.4 are covered by (a) above.

### **27.7 Vehicle Allowances**

Vehicle allowances for all distances travelled on employer business shall be paid to employees required to use their own vehicles in the performance of their duties. The allowance shall cover distance to and from the employee's place of residence up to a total maximum of 32 kilometres, only when the employee is required to have their vehicle at work for use in the performance of their duties. Ownership of a vehicle will not be considered a condition of employment. The vehicle allowance is 57¢ plus 2018 COLA per kilometre. This clause is subject to limits established by the Canada Revenue Agency.

### **27.8 Meal Allowances**

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

Breakfast	\$11.34 plus 2018 COLA
Lunch	\$13.12 plus 2018 COLA
Dinner	\$22.66 plus 2018 COLA

### **27.9 Abnormal Working Conditions**

Both parties to this agreement recognize that employees should not be required to work under abnormal working conditions, however, where it is unavoidable the following shall apply: A premium allowance of \$1.20 plus 2018 COLA per hour shall be paid to employees working on a swing stage, over bridges or stacks, or towers, or over the side of buildings or vessels, such that they are working above surrounding terrain. The premium allowance shall apply to actual time while exposed, except that time shall be calculated in one hour increments. This same premium shall apply to working with raw sewage, welding and cutting of galvanized and aluminum material.

### **27.10 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.

### **27.11 Accommodation, Board, and Lodging**

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

### **27.12 Relocation Expenses**

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

### **27.13 Retirement Allowance**

(a) Upon retirement from service, an employee who has completed 20 years of continuous service and who, under the provisions of the *Pension (Public Service) Act* or pension plan established pursuant to Article 32 is entitled to receive an allowance on retirement, is entitled to an amount equal to 150 hours at their current base salary and for each subsequent year of service is entitled to an additional 30 hours for each subsequent year up to a maximum allowance of 450 hours.

(b) The retirement allowance will only apply to regular employees who would be eligible as of June 30, 2019.

#### **27.14 Telephone Allowance**

Employees on travel status who are required to obtain overnight accommodation shall be entitled to claim for one five-minute telephone call within BC, for every three consecutive nights away.

#### **27.15 Work Time Records**

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

#### **27.16 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 an additional \$11.93 plus 2018 COLA 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.

#### **27.17 Isolation Allowance**

- (a) All employees working at Coldwater Camp and Elkhart shall receive an isolation allowance of \$49.89 plus 2018 COLA biweekly.
- (b) The Labour-Management Committee established pursuant to 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.
- (d) The Employer shall provide a crew cab for both the Elkhart and Coldwater employees that shall be used for the purpose of commuting from the Merritt Yard to their regular point of assembly and return. Employees exercising this option shall relinquish the right to claim the Isolation Allowance available under this clause.

#### **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 Clothing Allowance**

Each employee on staff as of December 25<sup>th</sup> each year shall receive an annual boot allowance of \$200, payable in the pay period in which December 25<sup>th</sup> occurs. In order to qualify for payment of the boot allowance, new hires must have a hire date prior to June 1<sup>st</sup>.

### **ARTICLE 28 - CLASSIFICATION SPECIFICATIONS**

#### **28.1 Classification Specifications**

Classification specifications shall be established at the bargaining unit level and are subject to mutual agreement between the Employer and the Union. The parties hereby agree that with the exception of the



equipment operator specifications, the classification specifications published by the Province of BC as agreed to between the Government Personnel Services Division and the BCGEU, and in effect prior to November 8, 1988, shall remain the governing specifications until the parties have reached mutual agreement on revised classification specifications.

### **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 Employer and the Union.
- (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 10 days of their first meeting or such period as agreed to by the parties, the Employer may implement the classification and attach a salary.
- (c) The Union may then refer the matter, within 21 days, to arbitration. The Arbitrator shall determine the rate of pay.
- (d) The new rate of pay shall be effective on the date agreed to by the parties, or the date set by the Arbitrator but, in any event not earlier than the date of implementation.

### **28.3 Job Descriptions**

- (a) The parties will establish a classification committee comprised of two members appointed by the Union and two members appointed by the Employer. Leave without loss of pay or seniority shall be granted to union appointees to attend committee meetings.
- (b) The Employer will provide to the Classification Committee, within 30 days of ratification of this agreement, draft job descriptions for road foremen, equipment operators and all trade series including supervisors and labourers.
- (c) The Union's committee members, as established pursuant to (a) above, shall be permitted one workday (with no loss of pay or seniority) or longer if mutually agreed as necessary, to review the job descriptions. Following this review the Classification Committee shall meet prior to the next Labour-Management Committee meeting in order to finalize the job descriptions and provide recommendations on such to the Labour-Management Committee.

## **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 Journeyman qualifications. Administration and implementation of Apprenticeship Programs will be administered by the Employer. For the purposes of this agreement, apprentices shall be considered regular employees, however, such employees are indentured under a Contract of Apprenticeship pursuant to the *Apprenticeship Act*. This contract may be subject to cancellation. The severance pay provisions of Article 13 do not apply in such a situation, however, such an employee may opt to remain on the regular recall list for a period of one year for recall to an apprentice vacancy.

### **29.2 Apprentices Attending School as Required by Provincial Government**

- (a) When an apprentice is attending school as required by the provincial government, they shall be paid their appropriate wage rate. Where eligible, the apprentice shall apply for a wage allowance from the federal government and shall remit this allowance to the Employer.

(b) The Employer will advise apprentices when they are eligible for a federal government wage allowance.

### **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 headquarters, they shall receive the appropriate allowance described under Clauses 27.11 and 27.12 of this agreement.

### **29.4 Apprentice's Moving Expenses**

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

### **29.5 Employment Status on Hire and Upon Completion of Apprenticeship Program**

(a) Where the Employer establishes an apprenticeship position within the regular complement, such an employee shall maintain their regular status provided they:

- (1) continue to maintain their apprenticeship status, and
- (2) successfully complete their apprenticeship program and attains trades-qualified status.

Where an apprentice fails to meet the conditions in (1) and (2) above, the employee shall become an auxiliary employee within their seniority block and classification series. For seniority purpose, their regular seniority service start date will revert to that of auxiliary status for the purpose of Clause 11.1(b)(1) and straight-time hours worked as a regular for the purpose of Clause 11.1(b)(3).

Where the designated apprentice was eligible for regular status pursuant to Clause 12.1 prior to commencing their apprenticeship and subsequently fails to maintain their apprenticeship pursuant to (1) and (2) above they will return to their former position and rate of pay.

(b) Apprentices shall upon completion of their apprenticeship be eligible to fill an existing vacancy within their trade pursuant to Clauses 12.1(c) and 12.2 or become an auxiliary employee within their seniority block and appropriate classification. For seniority purpose their regular seniority service start date will revert to that of auxiliary status for the purpose of Clause 11.1(b)(1) and straight-time hours worked as a regular for the purpose of Clause 11.1(b)(3).

## **ARTICLE 30 - TRAINING AND SERVICE CAREER POLICY**

### **30.1 Selection for Training**

(a) As required within a seniority block, training will be offered to employees in the following order:

- senior regular employee within the classification;
- senior regular employee within the classification series;
- senior auxiliary employee within the classification;
- senior auxiliary employee within the classification series.

(b) The senior employee may not be eligible for further training until all other employees within the classification series have been offered training. When a new type of equipment is introduced, the seniority process in (a) above will not necessarily take precedence over (b) in order to develop adequate levels of competent operators.

### 30.2 On-the-Job Operator Training

Operator training will be offered to employees in accordance with Clause 30.1 above.

- (a) Employees designated for formal "*on-the-job*" operator training shall be so designated in writing by the Employer.
- (b) Where employees are designated for such training and where the attainment of a recognized level of operating proficiency could result in qualification for a higher classification, the employee's progress toward a recognized level of proficiency shall be monitored by the Employer or their designate. The employee shall be informed on a preset basis of their progress towards the completion of their training period.
- (c) An employee may be rejected from the training program on or after 20 workdays for reasonable cause. An employee shall be informed in writing of the reasons for such rejection and such rejection shall be subject to the grievance procedure.
- (d) Employees operating equipment at a higher level shall be paid substitution pay in accordance with Clause 27.3 unless they are under supervision for formal "*on-the-job*" operator training.
- (e) On-the-job operator training shall be provided by the senior qualified operator within the seniority block, or from the service area, depending on availability.

### 30.3 Completion of Courses on Company Time

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

### 30.4 Reimbursement for Approved Courses

- (a) Employees shall, upon successful completion of job-related courses, be reimbursed 100% of Employer pre-approved costs.
- (b) The parties to this agreement may mutually agree to an alternate reimbursement percentage for approved job related courses.
- (c) Termination of employment will nullify any obligation of assistance by the Employer.

### 30.5 Training Away from Regular Geographic Locations

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

### 30.6 Examinations

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

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

### 30.7 Joint Training Committee

- (a) The Union and the Employer agree to a Joint Training Committee that will be established by the Joint Labour-Management Committee which will make recommendations to the Employer on:

- (1) in-service training needs, programs and training assistance with respect to equipment operation;
  - (2) training programs for employees affected by technological change, affected by new methods of operation and/or wishing to improve their qualifications in order to prepare for promotional advancement for vacancies or new positions being planned.
- (b) The Committee will present a recommended training plan to the Employer on an annual basis, not later than April 1<sup>st</sup> of each year. Such plan will take into consideration an assessment of the training needs for the members of the bargaining unit which shall be reviewed by the Committee during the previous year.
- (c) The Joint Training Committee will consist of two representatives as appointed by the Union and two representatives as appointed by the Employer. The Committee shall be chaired alternately by the Employer and union representatives. Committee members should suffer no loss in pay due to their participation on the Committee.

### **30.8 Determination of Competency**

In all instances where it is necessary to determine the competency of an employee in operating equipment, such determination shall be made by a trainer or trained assessor, who has been approved and is granted such authority by the Employer. At the time of this agreement (March 2012), the Employer has granted such authority to two bargaining unit employees and intends to continue with that practice. However, the Employer reserves the right to utilize trainers or trained assessors that may or may not be a member of the bargaining unit.

## **ARTICLE 31 - AUXILIARY EMPLOYEES**

### **31.1 Auxiliary Appointments**

- (a) An auxiliary employee shall receive a letter of appointment clearly stating their employment status and expected duration of employment. A copy of each auxiliary employee's employment letter will be sent to the appropriate BCGEU area office.
- (b) Those auxiliaries currently on benefits will not lose their entitlement under this clause.

### **31.2 Relocation**

- (a) Where an auxiliary employee described in Clause 31.1(a) above has to move from one geographic location to another at the Employer's request, they shall be entitled to relocation expenses in accordance with Appendix #4.
- (b) Subject to Clause 11.4, an auxiliary employee shall retain their seniority pursuant to Clause 11.1 if they are moved by the Employer from one seniority block to another.
- (c) Nothing in this agreement precludes an auxiliary from accepting work and/or holding seniority in more than one seniority block. In this instance, the relocation expenses in (a) above do not apply.

### **31.3 Layoff and Recall**

- (a)
  - (1) Layoff of auxiliary employees shall be by classification in reverse order of service seniority within a seniority block as set out in MOU #3.
  - (2) Auxiliary employees laid off subject to (1) above shall be entitled to displace working junior auxiliary employees within their seniority block. Where such displacement occurs, the

employee must be qualified to perform duties of displaced employee and accept work terms of the project or maintenance work group involved.

(b) Auxiliary employees on layoff shall be recalled in order of service seniority within a seniority block, provided the auxiliary employee is qualified to carry out the work that is available. The Employer will schedule time periods during which auxiliary employees on layoff will be contacted as work is available. These scheduled time periods will be established by assembly point based on the scheduling patterns for that unit. Auxiliary employees will not be required to be available for more than three consecutive hours on any one day between the hours of 8:00 a.m. to 6:00 p.m. Unless otherwise specified in writing, the three-hour contact period will be set as 3:00 p.m. to 6:00 p.m. Where unforeseen operational requirements result in the Employer recalling auxiliary employees outside of the set contact hours, the provisions of (d)(2) below shall apply.

(c) Notwithstanding (a) above, auxiliary employees hired for seasonal work or a term certain of less than 20 workdays, shall be laid off upon completion of the season or term and shall be subject to recall procedures in accordance with (b) above.

(d) (1) If the Employer is unable to contact auxiliary employees the employees will be immediately advised by Xpresspost mail of the date, time, and result of the contact attempt(s), and that they are considered to have been unavailable for work for purposes of Clause 11.4. A contact attempt made by the Employer outside of normal business hours (8:00 a.m. - 6:00 p.m.) will not be counted for the purpose of Clause 11.4.

(2) In the event the Employer is not able to contact a senior auxiliary for work which is offered outside of the set contact hours and hires a junior auxiliary employee, the junior employee shall be notified at that time of the proposed duration of the work assignment and will also be informed that a more senior auxiliary may replace them after one shift. The Employer shall then, on the following day and during the set contact hours, place one further call to all senior auxiliaries eligible for recall who had not been contacted the previous day and offer the remainder of the aforementioned work assignment. Where this results in a senior auxiliary employee claiming the balance of this work assignment, no entitlement to notice of layoff pursuant to Clause 31.3(a) shall apply to the displaced auxiliary.

(3) Where a senior auxiliary employee displaces a junior employee pursuant to this clause, and where notice of layoff has been given pursuant to Clause 31.3(a)(1), the Employer shall not be obligated to extend notice of layoff beyond that notice of layoff which has been given. Where no notice of layoff has been issued to the displaced auxiliary, the senior auxiliary shall maintain their entitlement to Clause 31.3(a)(1).

(e) Where auxiliary employees are contacted and decline road and bridge maintenance work offered, such decline will be considered to be a decline for purposes of Clause 11.4.

(f) Where auxiliary employees are contacted and decline road and bridge maintenance work, including assignments in an emergency situation, other than for reasons outlined below and communicated to the Employer at the times designated, they will be considered to have declined work for purposes of Clause 11.4:

- (1) absence on a WorkSafeBC claim;
- (2) maternity leave;
- (3) absence on bereavement as per Clause 31.4(b);

- (4) illness; proof of illness may be required if the absence is greater than five days or where it appears a pattern of consistent or frequent absence is developing;
- (5) union leave per Clause 2.10;
- (6) jury duty;
- (7) medical or dental appointments;
- (8) presently recalled to work in another seniority block where the employee has established recall rights.

(g) Auxiliary employees subject to recall shall lose their service and classification seniority and shall be considered terminated for just cause where they are unavailable for or decline work pursuant to Clause 11.4(d).

It is understood that only one decline/unavailability may be counted per calendar day and when an employee declines or is unavailable for recall for work during a calendar day, the Employer shall not be required to make further offers of work to the employee for the calendar day which the employee has declined or been unavailable for.

- (h) (1) Auxiliary employees, with the agreement of the Employer, may specify seasonal periods of availability. Such agreed to periods and any agreed to alterations thereto, shall be in writing and include the effective date. The Employer's agreement will not be unreasonably withheld.
- (2) Should an auxiliary employee wish to revert from having specified days and/or times of availability to full availability, the employee may do so by providing the Employer with 10 days' written notice.
- (3) Except where otherwise provided in this agreement, in the event that an auxiliary employee is sent home prior to the completion of their shift, they shall be paid for the actual hours worked or for a minimum of four hours, whichever is greater.

### **31.4 Application of Agreement**

- (a) Except as otherwise noted in this article, the provisions of Articles 13, 18, 19, 20, 21, and 25 do not apply to auxiliary employees. The provisions of other articles apply to auxiliary employees, except as otherwise indicated.
- (b) Auxiliary employees shall be entitled to the provisions of Clause 20.1 (Bereavement Leave), however, such leave shall be without pay and without loss of seniority.
- (c) Maternity leave for auxiliary employees shall be in accordance with the *Employment Standards Act*.

### **31.5 Health and Welfare**

- (a) (1) In lieu of health and welfare benefits, auxiliary employees shall receive \$1.15 per hour to a maximum of \$92 biweekly. The "*in lieu*" amount will be deposited into the Health Spending Account (HSA) for each employee pursuant to Appendix #7.
- (2) The rates in (a)(1) will be increased in each year by the equivalent of the Labour Component of the Annual Price Adjustment (COLA) or 0%, whichever is greater. Such increase will occur on the anniversaries of the collective agreement.

Note: COLA increase applies to post-age 65 also.

(b) The Employer agrees to provide health and welfare benefits to auxiliary employees on the following basis: Auxiliary employees will be eligible for basic medical insurance, extended health care plan, up to two paid sick days per year, dental plan and group life coverage under Article 25 provided they work a minimum of 1400 straight-time hours per calendar year and are actively employed for at least 9 months per calendar year. Eligible employees will have a one-time option to opt into the benefits or receive the in lieu amount in (a) above.

(c) Auxiliary employees will cease to be entitled to coverage under (b) above when they lose their seniority in accordance with Clause 11.4 or they fail to maintain the required level of employment as noted in (b) above.

(d) Auxiliary employees qualified under (b) above, who are laid off, shall maintain coverage under such plans for a maximum period of three consecutive months immediately following the month in which the layoff occurs by paying the premiums themselves. Such payment must be made to the Employer prior to the date on which the Employer submits the premiums to the insurance carrier.

(e) When an auxiliary employee on layoff, who has previously qualified under (b) above and has not ceased to be entitled under (c) above, is recalled for full-time work, the employee shall be entitled to the benefits under (b) above, on the first day of the month following the date of recall.

(f) When an auxiliary employee on layoff, who has previously qualified under (b) above and has not ceased to be entitled under (c) above, is recalled on an "*as-and-when basis*", the employee shall be reimbursed for benefits paid themselves provided they work a minimum of 10 days in the month for which they have paid the benefit premiums.

(g) Auxiliary employees who receive health and welfare benefits under this provision will schedule vacation time off pursuant to Clause 18.3(f) and receive any accrued vacation pay at the time they take their vacation.

### **31.6 Annual Vacations**

Auxiliary employees will be entitled to receive vacation pay at the rate of 6% of their basic earnings. Any auxiliary may opt to receive their earned vacation pay upon termination or calculated up to November 30<sup>th</sup> and paid before December 31<sup>st</sup> of the year in which the vacation pay was earned. However, auxiliary employees shall also have the option of receiving their vacation pay on each paycheque calculated at the above applicable percentage rate of basic earnings during the pay period.

## **ARTICLE 32 - PENSION PLAN**

### **32.1 Establishment of a Plan**

(a) The Employer agrees to become and remain a contributing employer to the BC Target Benefit Pension Plan.

(b) With the exception of employees that remain in the Group RRSP as per MOU #5, it shall be a condition of employment that all eligible employees participate in the BC Target Benefit Pension Plan, and shall sign applicable regulatory undertakings.

### **32.2 Definition of Eligible Employee**

"*Eligible employees*" include all regular employees, auxiliary employees pursuant to Clause 31.1(b), and those employees as provided for in the *Pension Benefits Standards Act* of BC who are eligible, on application, "*after completing 2 years of employment with the Employer with earnings of not less than 35%*

*of the Year's Maximum Pensionable Earnings as annually determined by Canada Revenue Agency in each of 2 consecutive calendar years."*

In January of each calendar year the Employer will inform any employee who has become eligible, or who is likely will become eligible during the winter season, to participate in the pension plan and that they have met or will likely meet the eligibility requirements set out herein.

### **32.3 Contribution Rates**

(a) The Employer's contribution rate shall be 8.5% of each employee's gross monthly earnings. The Employer shall also deduct 6% from each eligible employee's gross monthly earnings and remit that amount to the pension plan on behalf of each employee, together with the Employer's required contribution.

(b) Effective July 1, 2019, 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, WorkSafeBC benefits, vacation pay received in a calendar month, overtime pay, and money paid in lieu of vacation. Other premiums and allowances shall also be included in the determination of gross earnings.

### **32.5 Remittance of Contributions**

(a) All employee and employer contributions shall be remitted to the pension plan no later than the 10<sup>th</sup> day of the subsequent calendar month. In the event that contributions are not remitted in the manner provided in Clause 32.3 above, such that contributions are more than two weeks late, the Employer will include a delinquency charge payment of 2% per month, compounded monthly, on behalf of each individual for whom a remittance is to be made. Any month or portion thereof is deemed to be one full month.

(b) The Pension Remittance Report submitted by the Employer shall be provided electronically in the ".csv" file format. If the Employer is unable to provide the file in ".csv" format, then ".xls" or ".xlsx" file formats are acceptable.

### **32.6 Contributions While Ill or Injured**

Where an employee becomes disabled and is in receipt of Short-Term Illness and Injury Plan (STIIP) or Long-Term Disability (LTD) income pursuant to the provisions of Appendix #1, or where an employee is in receipt of WorkSafeBC benefits pursuant to Article 25, whether such provisions are insured or not, that employee shall have remitted by the Employer both employer and employee contributions as set out in Clause 32.3 of this article. Where an employee is no longer on the payroll but in receipt of WorkSafeBC or LTD benefits, the Employer shall remit the Employer's portion only as set out in Clause 32.3 of this article. Such amount shall be based on the employee's pre-disability classification and gross monthly earnings including any wage increases for that classification.

### **32.7 Discontinuance of Contributions**

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



### **32.8 Remittance Upon Termination of Employment – RRSP Only**

Upon termination for any reason, an employee will receive the full amount of the employee's contributions and the full amount of the Employer's contributions, plus accumulated interest.

### **32.9 Re-Employment**

Any employee who terminates employment, and is re-employed by the Employer within 180 days of termination, will have the period of absence treated as an unpaid leave of absence for the purposes of the pension plan.

### **32.10 Union Access**

The Employer agrees that a representative as designated by the Union will have access to all information relating to the BC Target Benefit Pension Plan upon request.

### **32.11 Voluntary Contributions**

Employees who participate in the pension plan shall have the opportunity to make voluntary contributions up to the allowable maximums as amended annually by Canada Customs and Revenue Agency.

## **ARTICLE 33 - GENERAL CONDITIONS**

### **33.1 Point of Assembly**

- (a) Every employee will be assigned a headquarters and a regular point of assembly within their headquarters. A regular point of assembly is the location where the employee daily reports for work and will be an established point such as a yard, maintenance depot, office, etcetera. An employee's shift or workday shall commence from the time they are required to report for assignment. The regular point of assembly will be changed only in accordance with Clause 13.5 of this agreement or by mutual agreement.
- (b) For those employees in locations where there has been more than one recognized regular point of assembly and employees have been assigned to work at any of these regular points of assembly, the Employer will advise the employee of the regular point of assembly to which they are to report with as much advance notice as is reasonably possible.
- (c) When an employee is assigned to a work location so far removed from their headquarters or point of assembly that it is impractical for them to be returned to their regular point of assembly at the end of each day's work, they will be assigned a temporary field point of assembly and will be provided with accommodation, board and lodging allowances in accordance with Clause 27.11 of this agreement. A temporary field point of assembly will not be assigned or changed without prior notification of 72 hours, except in the case of an emergency or by mutual agreement at the local level. The 72 hours' notice shall be waived for employees called from layoff status. The location of a temporary field point of assembly will be designated by mutual agreement and will normally be the point of field accommodation, local yard, or worksite.
- (d) Where an employee works away from their regular or temporary field point of assembly, as the case may be, they will, at the Employer's option, either travel on the Employer's time or be paid for hours travelled at the overtime rates. For purposes of this clause, "*overtime rates*" as used in Clause 16.4(a) of this agreement shall prevail. "*Overtime rates*" as referred to in this clause applies only to the rate applicable.

(e) The Employer shall consult with an employee whose duties require them to be absent from their headquarters for extended periods and, subject to operational requirements, shall allow the employee to travel at a time convenient to the employee.

### **33.2 Return to Regular Point of Assembly**

(a) Both parties recognize the desirability of employees returning from field locations to their headquarters as the case may be for days of rest whenever possible. To this end the Employer shall make every reasonable effort to make transportation available for return to headquarters for rest days. In any event, employees shall be entitled to return to their headquarters for a weekend at the end of 20 scheduled workdays at the Employer's expense.

(b) The Employer shall provide either a vehicle or other form of transportation as required in (a) above. The employees shall be compensated for travel time and approved meal costs while travelling.

(c) When employees on accommodation, board and lodging allowances are required to check out of their place of accommodation or lodging, the Employer shall ensure that a suitable clean and safe place is provided for the storage of employee's luggage.

### **33.3 Employer Vehicle Use**

An employer vehicle will be made available to crews working at a temporary field point of assembly for reasonable use in the field location. For vehicle use under this 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 ICBC because of impairment.

### **33.4 Indemnity**

(a) *Civil actions:* Except where a joint Union-Employer committee considers that there has been flagrant or wilful negligence on the part of an employee, the Employer agrees not to seek indemnity against an employee whose actions result in a judgment against the Employer. The Employer agrees to pay any Judgment against an employee arising out of the performance of their duties. The Employer also agrees to pay any legal costs incurred in the proceedings including those of the employee.

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

(c) At the option of the Employer, the Employer may provide for legal services in the defence of any legal proceedings involving the employee (so long as no conflict of interest arises between the Employer and the employee) or pay the legal fees of counsel chosen by an employee.

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

- (1) when the employee is first approached by any person or organization notifying them of intended legal action against him;
- (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;
- (5) when the employee receives notice of any legal proceedings of any nature or kind.

### 33.5 Copies of Agreement

- (a) Copies of the agreement will be printed for distribution to each employee. The cost of such printing and distribution shall be borne equally by the parties. The Union shall distribute the collective agreement to its members and the Employer shall reimburse the Union for 50% of the distribution costs.
- (b) The cover of the agreement shall read as follows:

COLLECTIVE AGREEMENT  
between  
YELLOWHEAD ROAD & BRIDGE LTD.  
(Highway Maintenance Service Area 14)  
and the  
B.C. GOVERNMENT AND SERVICE  
EMPLOYEES' UNION (BCGEU)  
Effective from July 1, 2019 to June 30, 2027

### 33.6 Travel Advance

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

### 33.7 Work Group

- (a) Where more than one work group works out of a common point of assembly each work group shall be considered completely independent for the following purposes:

Substitution	Training courses	Preference in vacation
Rotation of shifts	Allocation of overtime	

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

### 33.8 Technical Orders

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

### 33.9 Parking

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

### 33.10 Private Vehicle Damage

Where an employee's vehicle is damaged as a direct result of the vehicle being used on employer business, or when properly parked in a designated parking area on the Employer's premise, the Employer shall

reimburse the employee the cost of any deductible portion of insurance coverage on that vehicle up to \$300.

### **33.11 Personal Property Damage**

Where an employee's personal possession(s) is/are damaged as a direct result of the employee being employed by the Employer, the Employer shall pay, up to a maximum of \$75, the replacement costs or personal deductible insurance, provided such personal possessions are of a type suitable for use while on duty. This provision shall not apply to articles of clothing or eyewear.

### **33.12 Trade Qualified Employees Not to Work as Helpers**

It is not the Employer's policy to require certified trade qualified employees to work as trades helpers on a full-time basis, except as indicated in job specifications.

### **33.13 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.

### **33.14 Political Activity**

(a) *Municipal and school board offices:*

(1) Employees may seek election to municipal and school board offices, provided that:

- (i) the duties of the municipal or school board office other than regular council or board meetings do not impinge on normal working hours as an employee;
- (ii) there is no conflict of interest between the duties of the municipal or school board office and the duties of the employee.

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

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

### **33.15 Work Assignment by Service Seniority**

The Employer will ensure that senior employees are not required to perform duties at a lower classification for work assignments longer than four days when employees with less service seniority are available to perform such work.

## **ARTICLE 34 - TERMS & CONDITIONS FOR LYTTON FERRY EMPLOYEES**

### **34.1 Definition of Terms Used in this Article**

- (a) "*Former agreements*" means the 13<sup>th</sup> Master Agreement (currently known as the *Public Service Agreement*) and the 13<sup>th</sup> Environmental, Technical and Operational Component Agreement and extension thereto, between the BCGEU and the ministry.
- (b) "*Ministry*" as used in this article means the Ministry of Transportation.

### 34.2 General Terms and Conditions

(a) The terms of the collective agreement shall apply to Lytton Ferry workers except as otherwise noted in this article.

(b) The Employer recognizes six of the employees transferred to the Employer as regular status employees. As such, the employees converted to regular status will have their regular start date recognized as June 28, 2004. These six regular employees are in addition to the regular complement pursuant to Clause 12.1(c).

(c) The three least senior regular positions may be subject to layoff, without notice, during times when the ferry is shut down due to high water. Therefore, during times of high water when the ferry is shut down, Article 13 shall not apply for these positions only.

(d) The Employer shall have no obligation for severance pay to employees in any of the following specific circumstances:

- (1) operation of the ferry reverts to the government of BC, or
- (2) another contractor assumes the operation of the ferry and that contractor is a successor employer to the Employer pursuant to the relevant legislation and/or the collective agreement.

(e) The annual hours of work for the seniority block shall be 1,827. Weekly hours shall be an average of 35 per week. The regular employees will work seven and one-half hours a day on a "10 on/5 off" work pattern. Should the Employer wish to change the work schedules, Clause 14.2(c) applies.

(f) The parties recognize that weather as well as high and low water phenomenon may result in the temporary shutdown of the ferry. For this reason, the Employer agrees that employees shall be permitted to schedule any of their accrued vacation or time banks to cover such shutdown. If no accrued vacation or time banks exist, the regular affected employees may be temporarily assigned to the Lytton road crew. Such assignment to the road crew will be supernumerary to the workforce and the seniority accrual will continue with the ferry.

(g) For the purpose of Clause 13.4(a)(1), the parties agree that steps (iii), (iv) and (vii) do not have application for the positions on the Lytton Ferry nor for any Lytton Ferry employee that has received layoff notice. Therefore, in terms of layoffs, the displacement option will not be available for Lytton Ferry employees to access to positions in other seniority blocks and employees from other seniority blocks will not be permitted to displace/bump into the Lytton Ferry seniority block.

(h) Vacation entitlements established under the employees' former agreement shall be grandfathered upon transfer date and shall remain static until the vacation entitlements set out in Article 18 of the collective agreement (commensurate with the same service length) exceed the employees' grandfathered entitlement. At that point in time the employees shall be covered by the express terms of Article 18.

(i) The Employer agrees to ensure that all employees shall receive Level 1 first aid certification. The Employer shall bear the cost of acquisition and renewal of such certification.

(j) The Employer agrees to provide regular ferry operators the following clothing items on a replacement issue basis:

- |                           |                           |
|---------------------------|---------------------------|
| One water proof jacket    | One winter parka          |
| Four long-sleeved shirts  | One sweater               |
| Four short-sleeved shirts | One pair of rubber boots. |
| One rain jacket and pants |                           |

The Employer agrees to provide auxiliary ferry operators hired after June 28, 2004 the following clothing items on a replacement issue basis:

One water proof jacket                      Two short-sleeved shirts.  
Two long-sleeved shirts

The clothing items are provided with the understanding that the respective clothing items are to be worn at all times during the employee's shift. Furthermore, the Employer agrees to provide a one-time allotment of one pair of coveralls to all employees to be worn during ferry servicing only.

(k) The Employer agrees to provide a biweekly clothing allowance of \$10 to all regular ferry employees who receive uniforms. The allowance is for the purpose of cleaning, laundering and minor maintenance of all employer-issued clothing.

(l) Eligible Lytton Ferry employees will participate in the Public Service Pension Plan.

## ARTICLE 35 - TERM OF AGREEMENT

### 35.1 Duration

This agreement shall be binding on the parties hereto and shall be effective from July 1, 2019 and remain in effect to June 30, 2027.

### 35.2 Notice to Bargain

(a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after March 1, 2027 but in any event not later than midnight, April 1, 2027.

(b) Where no notice is given by either party prior to March 1, 2027 both parties shall be deemed to have given notice under this article on April 1, 2027.

(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 10 days after the notice was given or at such other times as may be mutually agreed, commence collective bargaining.

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

### 35.3 Changes In Agreement

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

### 35.4 Limitations

(a) The signing of this agreement supersedes all other agreements and understandings between the parties hereto.

(b) The parties hereto agree that the operation of Sections 50(2); 50(3) of the *Labour Relations Code* of BC is hereby excluded.

### 35.5 Joint Orientation

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

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

\_\_\_\_\_  
Gary Zecchel  
Chief Executive Officer

\_\_\_\_\_  
Fred Street  
Bargaining Committee Chairperson

\_\_\_\_\_  
Blair Barr  
General Manager

\_\_\_\_\_  
Ken Barr  
Bargaining Committee Member

\_\_\_\_\_  
Jay Shumaker  
Road Superintendent

\_\_\_\_\_  
Dave Thomson  
Bargaining Committee Member

\_\_\_\_\_  
Bob Gilowski  
Director

**FOR THE SUCCESSOR EMPLOYER:**

\_\_\_\_\_  
Rory Smith  
Vice President, Operational Services Component

\_\_\_\_\_  
Stephen McNeil, President

\_\_\_\_\_  
Fateh Born  
Staff Representative

\_\_\_\_\_  
Chris Charbonneau, Vice President

\_\_\_\_\_  
David Duncan, General Manager

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

**APPENDIX #1**  
**Short and Long-Term Disability**

**PART I - SHORT-TERM ILLNESS AND INJURY PLAN (STIIP)**

**1.1 Eligibility**

- (a) Regular employees shall be covered by STIIP upon completion of six months of active service with the Employer.
- (b) Regular employees with less than six months of service who are unable to work because of illness or injury are entitled to six days' coverage at 75% pay in any one calendar year.
- (c) Regular employees with three months but less than six months of service will be entitled to 15 weeks (75 workdays) of coverage, consisting of the above six days, or what remains of the six days' entitlement, at 75% pay, and the remainder of the 15 weeks at two-thirds of pay, not to exceed a maximum weekly benefit of \$210 or the EI maximum weekly sickness benefit, whichever is higher.
- (d) Notwithstanding (a), (b) and (c) above, where a regular employee is on a claim recognized by WorkSafeBC while the employee was on the Employer's business, they shall be entitled to leave at the WorkSafeBC rate of compensation up to a maximum of 152 days for any one claim in lieu of benefits as outlined in Clause 1.2. In such cases the compensation payable by WorkSafeBC shall be remitted to the Employer.
- (e) Pay for a regular part-time employee under this plan shall be based on their part-time percentage of full-time employment at date of present appointment.

**1.2 STIIP Benefit**

- (a) In the event an employee is unable to work because of illness or injury they will be entitled to a benefit of 75% of pay, commencing on the second consecutive workday of each absence, and not to exceed six months from date of absence ("*short-term plan period*"). In the event the employee is hospitalized during the one-day waiting period, the 75% STIIP payment will commence with the first workday of the absence for which they are hospitalized.
- (b) The 75% benefit may be supplemented in quarter-day increments by the use of the following in descending order:
  - (1) compensatory time off (CTO);
  - (2) vacation entitlement.
- (c) An employee in receipt of short-term disability benefits shall remain in close contact with the Employer throughout the duration of the claim, and shall provide updated medical information as required. When it becomes evident that long-term disability is likely, every effort shall be made to ensure a smooth transition to LTD benefits.
- (d) An employee in receipt of short-term disability benefits shall participate in pro-active efforts (involving themselves, their physician(s), the Employer, the carrier and the Union) to return to the productive workforce as early as possible. Participation in medically-approved rehabilitative, or alternative duty, employment is a requirement in order to maintain entitlement to short-term disability payments.

**1.3 Recurring Disabilities**

- (a) Employees who return to work after being absent because of illness or injury, and within five consecutive scheduled days of work again become unable to work because of the same illness or injury



are considered to still be within the original STIIP period as defined in Clause 1.2(a).

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

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

(d) Where an employee is returning to work after a period of illness or injury and where the Labour-Management Committee pursuant to Article 7 has approved such return on a trial basis for assessment and/or rehabilitation purposes, the STIIP period shall continue to be as defined in Clause 1.2(a). Such trial period must be approved during the period the employee is receiving STIIP benefits, however, the end of the trial period can go beyond the STIIP 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 calendar months from the initial date of absence as defined in Clause 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 practice in the province of BC, or
- (b) where necessary, from a medical practitioner licensed to practice in the province of Alberta or the Yukon, or
- (c) the consulting physician to whom the employee is referred by the medical practitioner in (a) or (b) above, providing medical evidence of the employee's inability to work in any of the following circumstances:
  - (1) where it appears that a pattern of consistent or frequent absence from work is developing;
  - (2) where the employee has been absent for six consecutive scheduled days of work;
  - (3) where at least 30 days have elapsed since the last statement was obtained and the employee has been in receipt of plan benefits throughout that period.

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**

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

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

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

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

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

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

#### **1.6 Benefits Not Paid During Certain Periods**

Benefits will not be paid when an employee is:

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

Notwithstanding (g) above where an illness or injury occurs during a period of approved educational leave, general leave of absence not exceeding 30 days, maternity leave, or adoption leave which prevents the employee from returning to work on the scheduled date of return, STIIP will be effective from the date of disability due to illness or injury and benefits will be paid for the balance of the six month period remaining from the scheduled date of return to work. 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 days per calendar year, one day shall be considered to be one day regardless of the regularly-scheduled workday. Calculation for part-time employees and partial days will be on a prorated basis.

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

The parties agree that the complete premium reduction from Employment Insurance 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 months of service and who are receiving benefits pursuant to Clauses 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 months of the effective date of the layoff or separation.

(c) Benefits will continue to be paid in accordance with (a) above for which notice of layoff or separation was given prior to the commencement of the illness and if the illness commenced more than two months before the effective date of the layoff or separation.

### **1.11 Long-Term Disability (LTD) Orientation**

During the fifth consecutive month in which an employee has been in receipt of STIIP benefits, a meeting shall be held involving the employee, their steward, and the employer representative, and a representative of the LTD carrier. The purpose of the meeting shall be to provide a thorough orientation of an employee's rights and obligations under the LTD plan, as well as to initiate any administrative requirements to ensure a smooth transition to LTD benefits, should it become necessary.

## **PART 2 - LONG-TERM DISABILITY (LTD) PLAN**

### **2.1 Eligibility**

(a) Regular full-time employees shall be covered by the LTD plan upon completion of six months' active employment with the Employer. To be covered by the plan, a regular part-time employee must be working in a position that requires at least half-time work on a regularly-scheduled basis, and must have completed six months' active service in such a position.

(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 Plan Benefit**

In the event an employee, while covered under this plan, becomes totally disabled as a result of an

accident or a sickness, then, after the employee has been totally disabled for six months including periods approved in Clauses 1.3(a) and (c), they shall be eligible to receive a monthly benefit as follows:

- (a) While the employee has a sick bank balance to be used on a day-for-day basis, full monthly earnings will continue until the sick bank is exhausted, and Clause 2.6 will not apply.
- (b) When an employee has no sick bank, or after it is exhausted, the employee shall receive a monthly benefit equal to:
  - (1) 68.3% of the first \$1900 of monthly earnings; and
  - (2) 50% of the monthly earnings above \$1900.

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

The basic monthly earnings as at the date of disability shall be the salary in effect for the last month of the STIIP period, or equivalent six-month period, taking into consideration any retroactive adjustments. The date of disability for determining the commencement of the first two years of disability shall be the day following the last month of the STIIP period, or an equivalent six-month period.

- (c) The LTD benefit payment will be made so long as an employee remains totally disabled in accordance with Clause 2.3, and will cease on the date the employee recovers, or at the end of the month in which the employee reaches age 65, or resigns or dies, whichever occurs first.
- (d) An employee in receipt of LTD benefits will be considered an employee and will continue to be covered by group life (at the amount in effect when the disability commenced), extended health, dental and medical plans. Employees will not be covered by any other portion of the collective agreement but will retain the right of access to the Labour-Management Committee pursuant to Article 7 and will retain seniority rights should they return to employment within six months following cessation of benefits.
- (e) When an employee is in receipt of the benefit described in (b) above, contributions required for benefit plans in (d) above and contributions to the pension plan will be waived by the Employer.
- (f) An employee engaged in rehabilitative employment with the Employer and who is receiving partial LTD benefit payments will have contributions required for benefit plans in (d) above waived by the Employer, except that pension plan contributions shall be deducted from any salary received from the Employer to cover the period of rehabilitative employment.

### **2.3 Total Disability**

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

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

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

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

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

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

(2) In the event that an employee has been classified as totally disabled for all occupations and engages in approved rehabilitative employment, the provisions of (1) above apply except that the rehabilitative employment may continue for 24 months from the date rehabilitative employment commenced.

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

## **2.4 Exclusions from Coverage**

The LTD 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) a disability known to the Employer and which was specifically taken into account by the Employer at time of hiring.

## **2.5 Pre-Existing Conditions**

An employee shall not be entitled to LTD benefits from this plan if their total disability resulted from an accident, sickness or mental or nervous disorder with respect to which medical treatment, services or supplies were received in the 90-day period prior to the date of hire unless they have completed 12 consecutive months of service after the date of hire during which time they have not been absent from work due to the aforementioned accident, sickness or mental or nervous disorder with respect to which

medical treatment, services or supplies were received. This clause does not apply to present employees who have been continuously employed since April 1, 1977.

## 2.6 Integration with Other Disability Income

In the event a totally disabled employee is entitled to any other income as a result of the same accident, sickness, mental or nervous disorder that caused them to be eligible to receive benefits from this plan, the benefits from this plan will be reduced by 100% of such other disability income. Other disability income shall include, but not necessarily be limited to:

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

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

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

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

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

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

## 2.7 Successive Disabilities

If, following a period of total disability with respect to which benefits are paid from this plan, an employee returns to work on a full-time basis for a continuous period of six months or more, any subsequent total disability suffered by that employee, whether related to the preceding disability or not, shall be

considered a new disability and the disabled employee shall be entitled to benefit payments in accordance with the provisions of this plan.

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

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

## **2.8 Cessation of Plan Coverage**

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

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

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

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

## **2.9 Benefits Upon Plan Termination**

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

## **2.10 Contributions**

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

## **2.11 Waiver of Contributions**

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

## **2.12 Claims**

LTD claims will be adjudicated and paid by a claims-paying agent to be appointed by the Employer. In the event a covered employee disputes the decision of the claims-paying agent regarding a claim for benefits under this plan, the employee may arrange to have their claim reviewed by a Claims Review Committee composed of a medical doctor designated by the claimant, one individual designated by the Employer, and a medical doctor agreed to by the first two individuals who shall act as chairperson of the Committee. Written notice of a disputed claim or an appeal under this plan shall be sent to the plan Administrator.

Written notice of an appeal must be submitted within six months from the date the claims-paying agent rejected the claim. The expenses incurred by a Claims Review Committee will be paid by the plan.

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 to 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.

### **2.15 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.

### **2.17 Benefit Level**

Persons receiving benefits shall receive the negotiated pay increases or an annual maximum of 3% whichever is less.

## **PART 3 - REHABILITATION**

In the event that a regular employee becomes incapacitated through accident or sickness and they are unable to perform all the duties of their own occupation, the following shall apply:

(a) For the purpose of this clause "*incapacity*" shall mean where the employee is unable to perform all the duties of their own occupation as defined in Clause 2.3(a) of the LTD plan.

(b) Where the employee meets the definition in (a) above, the Employer shall provide the employee with an application for alternate suitable employment on a mutually agreed form.

An employee who fails to sign the application form shall have benefits suspended. An employee shall be afforded an opportunity to demonstrate that there were reasonable grounds for not having signed the application form.

(c) The application shall be completed and returned to the Employer who shall within 10 workdays forward the application to the Secretary. The Committee members shall be provided with copies of the application.

(d) The Labour-Management Committee pursuant to Article 7 will, based on the information, coordinate the necessary medical and/or vocational assessments and determine the following:

(1) if the application is properly before the Committee;

(2) based on the assessment, determine whether the employee is immediately capable of performing alternate or rehabilitative employment;





CLASSIFICATION	HOURLY RATES OF PAY								
	Current Rate	COLA 2019 July 1	COLA 2020 July 1	COLA 2021 July 1	COLA 2022 July 1	COLA 2023 July 1	COLA 2024 July 1	COLA 2025 July 1	COLA 2026 July 1
Mechanic (H/V&E) TS	34.25	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Mechanic (H/V&E) TSS	35.21	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Mechanic (H/V&E) TPS*	36.16	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Welder TJ or W/Fabricator	32.53	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Welder TL	33.39	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Welder TS	34.25	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Welder TSS	35.21	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
<b>BRIDGE MAINTENANCE</b>									
Bridge Labourer	27.19	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Bridgeworker 1	27.86	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Bridgeworker 2	28.57	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Bridgeworker 3	30.08	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Bridgeworker TJ	31.66	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Bridgeworker TL	32.53	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Bridgeworker TS	33.39	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Bridgeworker TSS	34.25	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Bridgeworker TPS*	35.20	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Carpenter TJ	33.39	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Carpenter TL	34.25	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Carpenter TS	35.21	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Carpenter TSS	36.16	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
<b>ROAD MAINTENANCE</b>									
Equipment Operator 1	27.19	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Equipment Operator 2	28.57	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Equipment Operator 3	30.08	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Foreman 1	30.87	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Foreman 2	31.66	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Foreman 3	32.53	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Foreman 4	33.39	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Ferry Worker (FWA3)	28.57	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Labourer	27.19	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Sign Maintenance Worker	28.57	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
Traffic Control Worker	18.97	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA

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

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

\*\*"COLA" increases are also impacted by provisions in the pension plan, pursuant to Article 32.2(c).

\*A person operating a tandem truck with the wing attachment, who has been approved to operate such attachment, will be paid at the EO3 rate when engaged in snow removal activities.

Auxiliary graduated wage rates adjusted as follows:

<i>Number of Hours Worked</i>	<i>Percent of Appendix #2 Rate</i>
0 to 500	80%
501 to 1,000	85%
1,001 to 1,500	90%
1,501 to 2,000	95%
Thereafter	100%

Auxiliary employees will move to the new adjusted rate, pursuant to the above scale, upon ratification. It is understood that hours of employment rather than seniority hours are used for progression on the above scale (hours will accumulate and not be reset to zero for an individual).

The Employer and the Joint Labour Management Committee will, by mutual agreement, recognize previous experience in determining the starting percentage for new auxiliary employees.

**APPENDIX #3  
Rates of Pay for Apprentices**

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

**APPENDIX #4  
Board, Lodging and Relocation Expenses**

**Definitions:** For the purpose of these regulations:

"*Dependants*" are a spouse, dependent children and anyone for whom the employee claims exemption on federal Income Tax returns.

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

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

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

## **PART 1 - BOARD AND LODGING REGULATIONS**

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

(a) *Travel status*: Employees who are required to travel away from their permanent headquarters, or who opt for (b) or (c) below, are entitled to the current rates as follows:

- (1) meal allowances as outlined in Clause 27.8;
- (2) accommodation reimbursement; where private accommodation is used, they will be entitled to \$40 per night;
- (3) \$5 for incidental expenses for every night away from home.

The above-mentioned employees eligible for travel status shall be provided with an adequate travel advance upon request. The amount of advance will be determined by such factors as time away from headquarters and the frequency of reimbursement.

(b) *Board and Lodging*: Employees assigned to a temporary headquarters and not on travel status shall be entitled to board and lodging supplied by the Employer in either employer-operated camps or by means of local community services.

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

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

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

(3) Where employees are entitled, the per diem living allowance will be \$35 per day for each calendar day in the month. This will be paid via the payroll (subject to income tax) one month in arrears to enable the pay offices to calculate the correct entitlement. This allowance will be paid for the periods employed on the job and will include days of rest, statutory and declared holidays, Short-Term Illness and Injury Plan (STIIP) absence, approved WorkSafeBC leave with pay, other approved leave of absence with or without pay for periods up to five days. Without limiting or extending the provisions of this section, the per diem allowances will not be payable during the following periods:

- (i) non-approved unpaid absences from the job including abutting weekends;
- (ii) unpaid WorkSafeBC leave and unpaid absence due to illness or injury in excess of five days, except that where such conditions occur and the employee remains at the job area, then board

and lodgings will be supplied by the Employer, but not beyond the period of hire or 20 days, whichever is the lesser;

- (iii) while on educational leave with or without pay;
- (iv) termination pay for vacation and pre-retirement leave upon retirement;
- (v) while employees are moving from one job site to another or from one headquarters to another and on travel status.

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

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

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

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

(6) It is understood that the Employer will advise employees in advance as to what type of board and lodging facilities are or will be made available, and employees will advise in writing if requested, prior to final arrangements being made, whether or not they wish to accept board and lodging supplied or elect the per diem living allowance. The decision reached will remain in effect for the duration of the project, except that changes may be made by mutual agreement.

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

## 1.2 Moving of Trailers and Household Effects

It is understood and agreed that it is necessary for some "mobile", "seasonal field", and "stationary" employees to move from one assignment to another to carry out their normal duties. In these cases, the

regular relocation expenses will not apply, instead, the Employer shall be responsible for arranging and paying for the moving of an employee's single wide mobile trailer or home up to the maximum width allowed on the highway with a permit, and one vehicle, and/or household effects.

### **1.3 Type of Accommodation**

It is agreed and understood that where the Employer supplies lodging using community services whenever possible, the employee will be entitled to single accommodation, and the sharing of a room with other employees will not be required except under unusual circumstances, such as where sufficient accommodation is not available. Where employees are sharing accommodation with persons other than employees entitled to lodging, or where an employee chooses to use accommodation in excess of single accommodation, the employee will be responsible for all lodging costs in excess of the single accommodation rate.

## **PART 2 - RELOCATION EXPENSES**

### **2.1 Policy**

(a) Relocation expenses will apply:

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

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

(3) to employees who have to move from one headquarters or geographic location to another as a result of exercising rights pursuant to Article 13.

(b) Relocation expenses will not apply, but instead the applicable travelling, living and moving expenses provided under Part I of this Memorandum will apply to apprentice employees when there is a pre-programmed change in their headquarters or geographic location.

(c) To employees entitled to relocation expenses, the Employer will pay travelling, living, and moving expenses on relocation, or within one year of the effective date of relocation, in accordance with the following provisions:

(1) to employees relocating pursuant to (a)(1) of this clause, the Employer will pay relocation expenses, upon production of receipts, up to a maximum of \$3,000;

(2) to employees relocating pursuant to (a)(2) and (a)(3) of this clause, the Employer will pay relocation expenses, upon production of receipts up to a maximum of \$4,500.

(d) Relocation expenses shall include:

(1) accommodation and meals during the actual travel time of the move and for up to seven days at the new location when employees are unable to move into their new accommodation;

(2) moving expenses for moving household effects and chattels, including household appliances and furniture, hobbies, boats, outboard motors, and pianos;

(3) comprehensive insurance to adequately protect the employee's household effects and chattels during the move, up to a maximum of \$60,000;

- (4) where necessary, insured storage up to two months;
- (5) the packing and unpacking of the employee's household effects and chattels;
- (6) costs associated with moving of an employee's mobile home;
- (7) real estate commissions and taxes and legal fees associated with the sale and/or purchase of a private dwelling home;
- (8) where an employee moves their own household effects, charges for truck rental and/or trailer rental.

## 2.2 Notice to Employee Upon Relocation

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

## 2.3 Requested Relocation by Employee

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

### APPENDIX #5 Sick Leave Entitlement

Employees who were employed with the Public Service of BC prior to 1988 are reminded that there may be an eligibility for sick bank credits from the Superannuation Branch upon retirement or reaching age 55. "*Sick bank credit*" for the purpose of this appendix means sick leave credits accumulated prior to January 1, 1978, which were not utilized prior to privatization in 1988. Such employees that may be eligible for this credit should contact the BC Pension Corporation (1-800-663-8823) to inquire about possible entitlement upon reaching age 55 or in advance of their planned retirement.

### APPENDIX #6 Exclusions

The Union hereby agrees to exclude the following positions from the bargaining unit:

General Manager .....	one
Roads Superintendents.....	three
Area Supervisors .....	two
Bridge Superintendent.....	one
Mechanical Superintendent.....	one
Purchasing Coordinator .....	one
Comptroller .....	one
Clerk-Steno - Confidential.....	three
Operations Manager .....	one
Payroll/Personnel Administrator .....	two

Manager/Finance & Administration .....	one
Administrative Assistant .....	one
Costing Clerk/Estimator .....	one
Quality Control Manager .....	two
Division Manager .....	one

#### APPENDIX #7

##### Part-Time and Age 65 and Over Health Spending Accounts (HSA) in a "Flex Plan"

The provisions of this appendix are in conjunction with Clause 31.5 (Health and Welfare In-Lieu Amounts for Auxiliary Employees), Article 32 (Group RRSP) and MOU #5 (BCGEU Pension Plan Option).

The Employer will establish a "flex plan" that will allow for auxiliary employees and regular employees age 65 and older to deposit "in-lieu" dollars into either a Group Registered Retirement Savings Plan (Group RRSP) or the BCGEU Pension Plan if already enrolled, and/or into their Health Spending Account ("HSA"). Employees not eligible for the Group RRSP may enrol for the sole purpose of the "flex plan" and thus have their deposits made to the Group RRSP.

The Employer will provide, by November 15<sup>th</sup> of each year, eligible employees with the option of selecting to deposit their in-lieu amounts for the coming year, starting in the first full two week pay period of the calendar year in either a retirement savings vehicle (pursuant to those mentioned in the above paragraph) or the HSA or combination thereof. This election will continue for future years unless the Employer is advised in writing no later than November 15<sup>th</sup> annually.

Such selection shall be in percentages as chosen from the Schedule "A" attached. Employees hired after August 31, 2016, are required to make a selection as soon as possible as part of their "Hire On" documents prior to the conclusion of the pay period in which they are hired. Failure to do so will result in 100% HSA contribution.

The HSAs will be provided with the following provisions:

1. The intent of this Health Spending Account is to deposit these "in-lieu" dollars into a Health Spending Account to allow auxiliary and post 65 employees to claim their eligible healthcare and dental care expense.
2. A Flex Plan and an HSA are administered in accordance with Canada Revenue Agency ("CRA") guidelines.
3. *Plan Limitations:*  
The Employer will deposit the Health and Welfare in-lieu allowance from the previous month, in accordance with the provisions of Clause 31.5 of the collective agreement, into the employee's individual Health Spending Account each pay period (also referred to as HSA credits).
4. The Flex Plan credit earned in the pay period will show on the employee's biweekly pay statement. Employees will be able to obtain the balance in their HSA account at any time by logging into their personal accounts.
5. HSA credits will be updated with the insurer at the end of the month, and will include all earned credits within the month up to the last completed pay date. Credits will be available to employees for eligible expenses the 15<sup>th</sup> of the following month.
6. All administration costs will be borne by the Employer.



7. Employees must retain receipts for eligible medical and/or dental expenses and submit them for reimbursement to the plan carrier based on their level of HSA credits earned to date.
8. Any expenses not submitted in the calendar year they are incurred, must be submitted within the first 60 days of the following year.
9. Any unused HSA credits at the end of each calendar year will be rolled over into the next calendar year. Unused credits may be rolled over for one year only.
10. Working employees, employees on layoff and terminated employees will be treated equally with reference to Clause 8 and 9.
11. Auxiliary employees who qualify for benefits under Article 31.5(b) or who become regular employees and thus entitled to Article 25 benefits will have their HSA credits remain active for the balance of the calendar year and, for those credits eligible for such, for an additional year.
12. Medical Services Plan premiums are not an eligible expense as per CRA requirements.
13. Eligible expenses are pursuant to CRA guidelines and include the following:
  - a. Medical expenses eligible to be paid out of the HSA's are expenses which would otherwise qualify as medical expenses within Section 118.2(2) of the *Income Tax Act*.
  - b. CRA's approved basic medical expenses are listed below. Please note that a full listing of eligible expenses can be accessed via the CRA website and are updated on a frequent basis.
  - c. *Prescription Medicines and Drugs:*

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

Eyeglasses, contact lenses and laser eye surgery if prescribed, are eligible medical expenses.
  - e. *Dental:*

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

Generally an amount paid to a licensed medical practitioner is an eligible expense. All medical doctors, medical practitioners, dentists, pharmacists, nurses or optometrists must be authorized to practise under the laws of the provincial jurisdiction where the service is rendered, in order for the medical expenses to be eligible.
  - g. The following list summarizes publicly available provincial information for British Columbia identifying those health care professionals authorized to practise as medical practitioners. This is not an all-inclusive list of every profession that is authorized by the Province of BC. They can include:

Acupuncturist, Audiologist, Chiropract, Chiropractor, Dental Hygienist, Dental Technician or Technologist, Dentist, Denturist, Dental Mechanic, Denturologist, Dietitian, Emergency Medical Technician, Hearing Aid Practitioner, Licensed or Registered Practical Nurse, Massage Therapist,

Midwife, Naturopath, Occupational Therapist, Optician, Optometrist, Pharmacist, Physician, Physiotherapist or Physical Therapist, Podiatrist, Psychological Associate, Psychologist, Registered Nurse, Registered Psychiatric Nurse, Social Worker, Speech Language Pathologist, Surgeon, Traditional Chinese Medicine Practitioner.

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

The exhaustive CRA website is <http://www.cra-arc.gc.ca/tx/ndvdl/tpcs/ncm-tx/rtrn/cmpltng/ddctns/lns300-350/330/ampp-eng.html>.

h. *Definitions:*

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

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

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

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

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

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

HSA means Health Spending Account.

CRA means Canada Revenue Agency.

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

The RRSP Option will be provided with the following provisions:

1. Employees can select the BCGEU Pension Plan for deposits if already enrolled in the BCGEU Pension Plan. If not, then employee will be required to enroll into the Group RRSP by completing an application. For employees already enrolled in the Group RRSP, no further information will be required as the Employer has the required information already. The Employer is not responsible for the RRSP or ensuring that the employee has the required room in their RRSP limits for such deposits. If there are delays in deposits due to the employee failing to provide the required RRSP information, the Employer will assign the credits to the employee's HSA component of the Flex Plan.
2. The Employer will make the required deposits into the employee's Group RRSP or BCGEU Pension Plan if selected. Deposits to either plan will be made monthly at the same time as regular contributions to the Group RRSP and BCGEU Pension Plan are made.
3. Deposits into RRSPs or Pension Plans will be made without any income tax deductions, though deposits may be subject to deductions for CPP and EI. Administration costs associated with depositing the money into the RRSPs or Pension Plans will be borne by the Employer.

Dated this 7<sup>th</sup> day of June, 2016.

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Frank Anderson - Regional Coordinator  
B.C. Government and Service Employees' Union

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Bob Gilowski - Director  
VSA Highway Maintenance Ltd.

**APPENDIX #8****Regular Employees Protected From Layoff**

Shafer, Michael	03/07/67
Enns, Richard	11/01/80
Maier, Linda	11/01/83
Bouchard, Roger	05/01/86
Street, Fredrick	02/01/87
Rauch, Keith	07/01/87
McFadyen, Brian	11/01/88
Walsh, Michael	09/01/89
Brabant, Rocky	03/01/90
Dickinson, Jim	12/01/91
Mattice, Terry	07/08/97
Reimer, Ralph	01/01/01
Barr, Kenneth	11/12/01

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

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

In this regard it is considered to be the responsibility of the employee to hold and maintain a valid driver's licence in order to be employed and continue to be employed in any position requiring a driver's licence.

**Driver's Licence Suspensions**

(a) Where an employee, who is required to hold a valid driver's licence as a condition of employment, has their driver's licence suspended for a total of 15 months 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 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 Labour-Management Committee. In determining any action with regard to the employee concerned, the recommendations of the 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 15 months 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), a driver's licence suspension will result in the recommendation being made for their rejection.

**LETTER OF INTENT #2**  
**No Strike or Lockout**

The parties agree, pursuant to Clause 2.14, there will be no strike or lockout during the term of this agreement (to June 30, 2027) as mandated by the Provincial Memorandum of Agreement signed by the BCGEU and B.C. Road Builders and Heavy Construction Association on December 20, 2016.

**MEMORANDUM OF UNDERSTANDING #1**  
**Hours of Work**

**1.1 Annual Hours of Work**

As per Appendix #2, the annual hours of work will equal 2,015 hours. This is based on 40 hours per week for six months beginning the pay period closest to October 15<sup>th</sup> of each year and ending the pay period closest to April 15<sup>th</sup> of each year for a total of 1,040 hours and 37½ hours for six months beginning the pay period closest to April 15<sup>th</sup> of each year and ending the pay period closest to October 15<sup>th</sup> of each year for a total of 975 hours.

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

<b>Winter Schedules – Mid-October to Mid-April (40 hours per week)</b>			
<b>Length of Scheduled Workday</b>	<b>Shift Pattern</b>	<b>Cycles Semi-Annually</b>	<b>Semi-Annual Hours</b>
10 hours	4:3	26	1040
8 hours	5:2	26	1040
8 hours, 54 minutes	5:2/4:3	13/13	1041.3
8 hours, 34 minutes	5:2/5:2/4:3	9/9/8	1041.7
11 hours, 25 minutes	4:4	22.75	1038.8
11 hours, 25 minutes	3:3	30.67	1030

<b>Summer Schedules – Mid-April to Mid-October (37.5 hours per week)</b>			
<b>Length of Scheduled Workday</b>	<b>Shift Pattern</b>	<b>Cycles Semi-Annually</b>	<b>Semi-Annual Hours</b>
9 hours, 22 minutes	4:3	26	968
7 hours, 30 minutes	5:2	26	977.5
8 hours, 20 minutes	5:2/4:3	13/13	973
8 hours	5:2/5:2/4:3	9/9/8	973

The current practice with respect to scheduling weekend patrol will continue.

*Summer Sweeping and Mowing:* 12 one and one-half hour shifts may be implemented for the months of April, May, June and July of each year for the express purpose of sweeping and mowing. The shift pattern will be 3:4 and may include weekends. The shifts shall be worked by auxiliary employees, unless a regular employee specifically requests the shift. Shifts will be offered in seniority order to those who express interests. If there are sufficient volunteers for the shifts, the Employer may assign the shift(s) in reverse order of seniority to qualified employees.

## **MEMORANDUM OF UNDERSTANDING #2**

### **Traffic Control**

This memorandum is established with the understanding that the Employer desires to utilize its own employees for the purposes of traffic control when it is practical and is designed to retain employees through the summer maintenance season. Therefore, the objective is to retain, as much as possible, a well-trained workforce for the winter operations.

Notwithstanding the provisions of this memorandum, the Employer will continue to be permitted to subcontract traffic control.

The Employer will canvass all eligible auxiliary employees as to their interest in working as a Traffic Control Worker. Only those expressing interest in such will be offered such work. Others may be laid off as is the normal practice and retain the unavailability provisions of Article 31.

The Employer will provide the required training for certification to any auxiliary that has expressed interest in working as a Traffic Control Worker.

The base wage rate for the Traffic Control Worker will be \$18.97 plus 2018 COLA per hour which will be added to Appendix #2 - Classifications and Hourly Rates of Pay. The Traffic Control classification is eligible for the COLA increases as per Appendix #2.

Traffic control assignment, for the purpose of this memorandum, will not include "*Shadow Vehicle*" operation, which will remain at the EO1 classification.

Notwithstanding this, assignment to higher-rated jobs (i.e. EO1) will be made on a seniority basis.

Except as expressed in this memorandum, all provisions of the collective agreement continue to apply to the employees working as a Traffic Control Worker.

#### ***TRAFFIC CONTROL WORKER***

*Position:* Under the immediate supervision of a Road Foreman, and/or the general direction of management staff be responsible for safely warning, directing and regulating, including slowing and/or stopping traffic to prevent conflicts between the movement of pedestrians, vehicles, workers and maintenance and construction equipment in conjunction with the delivery of maintenance and road construction services, and road closures.

*Duties:* Establishing the proper highway and road lane controls (work zone) to match the work with the required signage and safety devices in order to safely regulate traffic in accordance with the Traffic Control Manual for Work on Roadways; operation of a buffer vehicle in advance of an active stationary or moving worksite to protect workers and errant vehicles; undertake routine maintenance to equipment and materials as they relate to the traffic control requirements; know and apply the Traffic Control Manual for

Work on Roadways; know and apply the Employer's safety procedures; know and apply safety rules and regulations of WorkSafeBC.

*Qualifications:* Preferably secondary school graduation; Traffic Control Person certification as prescribed by WorkSafeBC; valid BC Driver's Licence.

*Skills and Abilities:* Mechanical aptitude sufficient to undertake routine maintenance on equipment and materials related to traffic control; ability to follow instructions promptly and efficiently; ability to work independently with limited supervision; ability and willingness to communicate with coworkers.

### MEMORANDUM OF UNDERSTANDING #3 Seniority Blocks

#### *Seniority Blocks and Their Descriptions/Boundaries:*

*Merritt* - Phase II north to Lac La Jeune crossover; 5K north to district boundary at Old Kamloops Road; Phase I south to highway exit #250 (Larsen Hill interchange); Coldwater Road south to Brookmere and all side roads to Patchett Road; #8 west to Dot Pit including all side roads except Dot Ranch Cutoff Road; Lower Nicola and Aberdeen Road; all local roads around Merritt; 97C east to Aspen Grove Junction including all side roads.

*Lytton* - Highway #1 south to boundary and all side roads; #12 west to boundary including all side roads (and Botanie Valley); #1 north to Spences Bridge and all side roads; #8 east to Dot Pit including all side roads and Dot Ranch Cutoff Road.

*Lytton Reaction Ferry* - located in Lytton.

*Logan Lake* - Highland Valley Road to boundary; 97C south to junction with #8 and all side roads; Tunkwa Lake Road to boundary; Meadow Creek Road to Lac La Jeune boundary and all side roads.

*Coldwater Camp* - #5 south from Kingsvale interchange to boundary at Portia and all side roads.

*Elkhart* - Phase III from Aspen Grove Junction to Pennask Summit including all side roads; 5P south to Gulliford Rest Area and all side roads; Coalmont Road and all side roads.

(a) *Assignment of Work:* Foremen area boundaries, as established prior to this agreement, shall generally determine the geographic jurisdiction of equipment operator work groups. However, the parties recognize that situations of an operational or emergency nature may arise where work jurisdictions may necessarily cross over.

(b) Where necessary, the Employer may assign regular employees between foreman boundaries or seniority blocks, provided that no layoff of regular employees occurs as a result.

(c) It shall not be the policy or practice of the Employer to regularly assign auxiliary employees to work in another seniority block; however, where situations of an operational or emergency nature result in cross over to another seniority block, such crossover shall not be a violation of this agreement provided that it does not result in layoff of any auxiliary currently working in the area crossed into.

(d) The parties agree that work originating in a seniority block shall be offered, in seniority order, to all available auxiliary employees who are qualified to perform the work prior to any offer to auxiliaries from another seniority block.

(e) Sections (a), (b), (c) and (d) above do not apply to the Lytton Reaction Ferry seniority block. The seniority block restrictions for the Lytton Reaction Ferry are pursuant to Article 34 – Terms & Conditions for Lytton Ferry Employees.

**MEMORANDUM OF UNDERSTANDING #4**  
**Voluntary Departure Program**

The Employer agrees to establish a Voluntary Departure Program that would provide a maximum payment of 13 weeks' salary to any employee not scheduled for retirement. In order to maintain crew integrity, selection of potential candidates will be at the Employer's discretion.

**MEMORANDUM OF UNDERSTANDING #5**  
**BCGEU Pension Plan Option**

All new employees shall be required to join the BC Target Benefit Pension Plan as a condition of employment as per the eligibility requirements set out in Article 32. The Employer will be required to remit contributions to the Plan at the same rate as specified in the agreement.

As a requirement of the Plan, the Employer will contribute all funds in accordance with the Plan rules.

The Employer will maintain their current plan for all employees who remain enrolled in the existing RRSP Plan; however the provisions of Article 32 shall apply to the BCGEU Pension Plan for those enrolled as such.

**MEMORANDUM OF UNDERSTANDING #6**  
**Semi-Retirement**

The parties agree to a semi-retirement provision for regular employees who are at least 55 years old and who are eligible to collect a pension within five years as follows:

- (a) Regular employees who are eligible as set out above may apply to work during the winter season only for a maximum of five consecutive years. After five years of participation, employees will be deemed to be retired at the conclusion of that summer season. However, they may be re-employed as an auxiliary employee. If re-employed as an auxiliary employee, they will not port any previous seniority and will therefore be considered as a new hire for all purposes except for probation (Clause 10.5) and the auxiliary graduated wage rate (Appendix #1). The "*winter season*" shall be defined, pursuant to Article 14, as the entire period in which regular employees are on the winter shift schedule.
- (b) Employees choosing the option pursuant to (a) above must apply by December 31<sup>st</sup> of each year.
- (c) Employees who are approved will be considered on leave of absence without pay for the summer season and there will be no loss in seniority while on such leave.
- (d) The employees' vacation entitlements will be prorated and, unless mutually agreed otherwise, they may only access their vacation immediately following the conclusion of the winter season or be paid out in cash at the conclusion of the winter season. Employees who choose to take their vacation immediately following the conclusion of the winter season will commence the leave of absence following their vacation.

- (e) Employees will be entitled to all paid holidays that occur during the winter season.
- (f) Benefit entitlements, including pension, will not apply during the leave of absence pursuant to Section (c) above. However employees shall be entitled to maintain benefit coverage by paying the premium in advance themselves. Allowable benefit coverage shall not include STIIP, LTD and out-of-country emergency medical. However, employees who are on STIIP or LTD prior to the commencement of their scheduled leave shall not commence the leave until the end of the STIIP or LTD.
- (g) Following the leave of absence in (c) above, employees who do not return for the winter season will be considered to have resigned and may, if eligible, proceed to pension.
- (h) For the purposes of the retirement allowance calculation pursuant to Clause 27.13, the monthly salary calculation will be based only on the months in which employees have worked and will not include the period of the leave of absence under this memorandum. The employees' years of service, pursuant to Clause 27.13, shall include the periods of leave of absence under this memorandum.
- (i) In order to preserve crew integrity, the Employer reserves the right to reject any application for semi-retirement.

**MEMORANDUM OF UNDERSTANDING #7**  
**Combining Elkhart, Coldwater Camp and Merritt Maintenance Operations**

Notwithstanding Clause 13.5 (Relocations of a Temporary Nature) and MOU #3 (Seniority Blocks), the parties agree that regular employees working in Elkhart and Coldwater Camp may be relocated to the Merritt maintenance yard assembly point during the summer season from mid-April to late September. In addition, effective the date of ratification, the seniority list for auxiliary employees in Merritt, Coldwater Camp and Elkhart will be combined for all future purposes, although auxiliaries currently employed shall return to their respective points of assembly for the winter season. New auxiliaries hired after the date of ratification will be assigned a point of assembly as required for each winter season.

The intent of this MOU is to combine the employees of Merritt, Coldwater Camp and Elkhart into one yard for summer operations.

During the summer season all employees from Merritt, Elkhart and Coldwater Camp seniority blocks will report to the Merritt maintenance yard on a daily basis from which they will receive their daily work assignments. Seniority lists for regular employees will not be combined and individuals will maintain their seniority in their original seniority blocks. Work assignments during this time will cover all of the areas formerly covered by the three separate seniority blocks and for the purpose of this MOU will be considered to be in a single seniority block. Assignment of work will be based on the seniority and qualifications of the employees available and the Employer will endeavour to assign available work to employees who would have previously performed it prior to the implementation of this MOU, provided the efficiency of operations is not impaired.

During this period employees in the RF2 classification will retain their status.

Bridgemen and signmen are not included in this MOU and will continue their roles as normal.



**MEMORANDUM OF UNDERSTANDING #8**  
**Collective Agreement Re-Opener**

Notwithstanding the provisions of Article 35, the parties agree the collective agreement will be re-opened on July 1, 2023 to negotiate changes to the following articles:

Clause 6.2	Bargaining Unit
Article 24	Contracting Out
Article 25	Health and Welfare

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

The parties shall have 60 calendar days commencing July 1, 2023 to reach an agreement.

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

- Corrin 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 in 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 Relations Code* are hereby excluded.

**MEMORANDUM OF UNDERSTANDING #9**  
**Training**

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 when available.

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

**MEMORANDUM OF UNDERSTANDING #10**  
**Transportation Career Development Association (transCDA) Representative**

Deleted July 1, 2019

**MEMORANDUM OF AGREEMENT #1**  
**Call-in of Auxiliaries Without a Defined Work Schedule**

As the collective agreement does not stipulate the schedule for auxiliary employees who are called in on an "*as and when*" basis, the parties agree to the following with respect to these "*as and when*" auxiliaries on the winter schedule.

- (a) The "*as and when*" auxiliaries will work no more than 40 regular hours per workweek during the winter schedule. The workweek is as per the definition in the collective agreement. Any hours worked beyond 40 shall be at overtime rates as per Article 16.
- (b) It is recognized that an "*as and when*" auxiliary is entitled to two consecutive days of rest within a workweek as per Clause 14.8. However, the "*as and when*" auxiliaries have the option to waive this entitlement.
- (c) In order to administer items (a) and (b) above, the parties agree to the following:
  - (1) The Employer shall call the "*as and when*" auxiliaries on a seniority basis as per Article 31. During the winter shift, once the auxiliaries have achieved 40 hours in any workweek, there is no further obligation to call them except for overtime purposes.
  - (2) An "*as and when*" auxiliary is required to have two days of rest within a workweek; these days may be consecutive or not at the option of the auxiliary employee.
  - (3) If "*as and when*" auxiliaries have a day of rest and they are called in for the next day following the day of rest, they have the option of declining the offer of work in order for them to attain two consecutive days of rest in a workweek. Should they decline work in this circumstance, the decline will not be considered as such for the purpose of Clauses 11.4(d) and 31.3(g). The "*as and when*" auxiliaries are only entitled to exercise this right once per each workweek.
  - (4) Once "*as and when*" auxiliaries have worked consecutive days that equal 40 or more hours during the winter season, they shall, at their option, be entitled to a day of rest (or two if they wish to exercise their option as per [3] above). When an auxiliary exercises this option, it is understood that Clauses 11.4(d) and 31.3(g) do not apply.

**MEMORANDUM OF AGREEMENT #2**  
**Modified Successorship**

WHEREAS the Employer has a highway maintenance contract with the Province of BC to provide road and bridge maintenance services in Service Area 14; and

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

WHEREAS the Union and Employer seek to clarify the representative obligations of the Union, the Employer, and "*predecessor contractor(s)*" (the previous employer(s) holding the highway maintenance contract for the above service area); therefore the parties agree as follows:

- 1. The Employer agrees that it is the "*successor employer*", as defined in this memorandum of agreement, for the highway maintenance contract where the predecessor contractor, at the time of termination of their contract, had a collective agreement with the Union, or was certified pursuant to Part 3 of the *Labour Relations Code* of BC with the Union.

2. As a result of paragraph 1 above, the Employer agrees from the date of entering into this agreement, or such other date as the parties may agree, to be bound by the terms and conditions of the collective agreement, except where amended by this memorandum of agreement, that the predecessor contractor had with the Union.
3. Following award of the highways maintenance contract, all bargaining unit employees of the predecessor contractor shall become employees of the Employer. All of the rights of the employees under the collective agreement, including seniority and entitlement of benefits, will continue. The employee files of the predecessor contractor will become the employee files of the Employer. Apprenticeship indenture contracts of employees with the predecessor contractor will be assumed by the Employer.
4. Employees on any leaves of absence under the collective agreement at the time the Employer takes over a highway maintenance contract will be entitled to remain on leave of absence with the Employer for the time remaining for such leave under the collective agreement, subject to any requirements under the collective agreement governing the leave.
5. The Employer has no obligation to pay severance pay under the collective agreement to any of the employees of the predecessor contractor where entitlement is earned solely due to the termination of the predecessor contractor's maintenance agreement with the Province of BC.
6. The Employer is not liable for any monies or benefits earned but not received by the employees of the predecessor Contracts while the employees were employed by the predecessor contractor.
7. The Employer is responsible for all wages and other earnings (including CTO) earned by its employees while employed by the Employer, and if a highways maintenance contract is not renewed, the Employer must pay out all earned wages and benefits to its employees within 15 days of the cessation of their employment.
8. With respect to highways maintenance contracts between the Employer and the government that are not renewed, the Employer will be responsible for all grievances that pertain to issues or matters that arise as a result of the Employer performing the highways maintenance contract, unless otherwise agreed by the parties.
9. Where the Employer and the Union have been unable to conclude all outstanding grievances 60 days before the termination of the highways maintenance contract, the Province of BC shall be advised of the monetary value of each outstanding grievance. The monetary value should be established by mutual agreement between the Employer and the Union and confirmed in writing by the parties to the Province of BC. Failing mutual agreement on the monetary value of each outstanding grievance, the Arbitrator assigned to arbitrate the outstanding grievance(s) shall establish the monetary value of the outstanding grievance(s). If no arbitrator has been appointed by the parties, this matter shall be referred to a settlement officer pursuant to Section 87 of the *Labour Relations Code* for resolution. Grievances that arise subsequent to the above period shall also have a monetary value established and notification provided to the Province of BC.

The Province of BC shall withhold an amount equal to 10% from the final highways maintenance contract payment to address outstanding issues arising from this provision, unless the Union and Employer or arbitrator, in the case of a dispute, have advised the Province of BC in writing of the proper amount to be held back. The monies withheld by the Province of BC shall be deposited into a trust account to be administered by an independent trustee appointed by mutual agreement of the BC Roadbuilders Association and the BCGEU by October 1, 1999. The funds shall be dispersed in accordance with the grievance resolutions reached between the parties or by an appointed arbitrator. Dispersement of funds shall occur within 14 days of concluding the outstanding grievances. All

outstanding grievances are to be resolved by the mutual agreement of the parties or by arbitration within 30 days of the expiry of the maintenance contract.

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

11. The Employer may require employees to take as time off, all earned CTO/ETO and lieu day entitlements prior to the expiration date of the highway maintenance contract.

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

Modified Successorship Agreement expires on June 30, 2027.

**MEMORANDUM OF AGREEMENT #3**  
**Successorship**

Deleted July 1, 2019

**MEMORANDUM OF AGREEMENT #4**  
**Collective Bargaining Protocol Agreement**

between

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

and

B.C. ROAD BUILDERS AND HEAVY CONSTRUCTION ASSOCIATION  
("BCRB")

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

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

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

SIGNED this 24<sup>th</sup> day of October, 2016 in Vancouver, BC

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

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

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Frank N. Anderson, Regional Coordinator

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

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

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Kevin L. Higgins, Chair, Maintenance Sector Renewal Committee

**MEMORANDUM OF AGREEMENT #5**  
**Special Employment Equity Program (SEEP)**

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

1. A determination of the minimum target percentage of indigenous people for each highway maintenance service area.
2. An agreed-to targeting of indigenous workers for new hires as auxiliary employees up to the target number of indigenous people as agreed to in the above SEEP. Accordingly, "vacant" auxiliary opportunities will be first offered to any indigenous person that applies and is qualified, until the targets are reached.

The joint labour management committee, pursuant to Article 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. Review of potential barriers to employment opportunities in the sector for indigenous people that may include recommendations made to the employer. Such review will include, but not limited to:
  - the method in which vacancies and employment opportunities are advertised;
  - training opportunities and "seat time" for indigenous people;
  - adequate and appropriate cooperation with the aboriginal communities; and agencies to facilitate employment opportunities.
2. If a target is not met within three years of the new maintenance agreement for the service area, the parties will meet to discuss the necessary measures to be taken to achieve such targets, including but not limited to:
  - adjusting the target(s) due to changing circumstances (including lack of applicants where adequate opportunities have been provided);
  - explore all opportunities for outside sources of funding to remove any barriers to fulfilling the stated target(s);
  - discuss potential changes to collective agreement language to provide better opportunities.

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

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

### **MEMORANDUM OF AGREEMENT #6** **Tripartite Committee**

The parties (BCGEU, BCRB Maintenance Sector, MoTI) share a mutual goal to ensure that BC's highways and bridge infrastructure are maintained in an effective way and to standards that are set by the province to ensure the safety of the traveling public and the workers who are on the roads.

To achieve that end, the parties to this memorandum, agree to recommend to the MoTI the creation of a Tripartite Committee whose goals are to strengthen the relationship between the parties. The Tripartite Committee will function in an effective, meaningful, inclusive and respectful manner. The committee will meet annually and after collective bargaining.

Possible agenda items for the Committee to deal with include:

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

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

There will also be a subcommittee of the BCGEU and the B.C. 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 AGREEMENT #7** **Term of Next Collective Agreement**

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

**INFORMATION APPENDIX #1**  
**Access to "*Living Benefit*"**

Under the existing group life benefit plan, an insured employee who is terminally ill may be entitled to a 50% pre-payment of the insured group life benefit providing that they meet the insurance carrier's terms and conditions for eligibility.

The steps for accessing this "*Living Benefit*" with the carrier are as follows:

- The insured employee's attending physician must submit a request in writing, in the form of a physician's report which indicates the employee's current physical and prognosis.
- The carrier's medical director(s) will review the information with respect to eligibility and approval.
- Once the request has been approved, a letter will be sent outlining the conditions that are to be followed in order to access the benefit. These conditions include the requirement for the employee to nominate the carrier as an irrevocable beneficiary of that portion of the proceeds equal to the amount of the prepayment, plus interest; the employee must agree to irrevocably waive the right to convert their group insurance to an individual policy; and whatever other conditions apply.

Should there be a change in carriers, whereby group life is provided by a company other than the existing carrier, this process will be subject to the terms and conditions, and application process, of the new insurance carrier.

**AREA 14 CORE GROUP LIST**

Deleted June 28, 2019