

**SEVENTH COLLECTIVE AGREEMENT**

**between the**

**EMCON SERVICES INC.  
(Contract Area 9)**

**and the**

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

**Effective from November 8, 2011 to October 2, 2018**

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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) "*Contract area*" means the geographic maintenance area as negotiated between the Employer and the Province of BC.
- (5) "*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 his position. This does not include employees on a leave of absence.
- (6) "*Demotion*" means a change from an employee's position to one with a lower salary.
- (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 Emcon Services Inc.
- (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 his 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 fulfil the functions of the work unit.
- (13) "*Hours travelled*" means hours spent travelling from point to point on an hourly or daily basis laid down by the Employer and does not include meal breaks, lodging time, or 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 current 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 his seniority block.
- (20) "*Probation*" means the first 30 working days of employment.
- (21) "*Promotion*" means a change from an employee's position to one with a higher salary level.
- (22) "*Relocation*" refers to the movement of an employee from one geographic location to another.
- (23) "*Resignation*" means a voluntary notice by the employee that he is terminating his service on the date specified.
- (24) "*Rest period*" is a paid interval which is included in the workday and is intended to give the employee an opportunity to have refreshments or a rest.
- (25) "*Seniority block*" means that geographic area in which an employee earns and maintains seniority as per Memorandum of Understanding 3.
- (26) "*Shift*" means the period of scheduled straight-time working hours on a scheduled workday where the hours scheduled are consecutive except for the meal period.
- (27) "*Spouse*" includes husband, wife and common-law spouse.
- (28) "*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.
- (29) "*Termination*" is the separation of an employee for just cause pursuant to Articles 10, 11, or 31.
- (30) "*Travel status*" with respect to an employee means absence of the employee from his 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 his headquarters or geographic location or to a field status employee.
- (31) "*Union*" means the B.C. Government and Service Employees' Union.
- (32) "*Workday*" is a period of 24 consecutive hours commencing with the starting time of any shift. For the purpose of calculating compensatory overtime rates only, the time worked prior to, but adjoining to, a shift shall be deemed as time worked after a shift.
- (33) "*Work group*" is a crew or number of crews which work from a common point of assembly and perform work of a similar nature in a defined seniority block (i.e.: road crew, bridge crew, mechanical crew, etc. ) Where more than one work group works from a common point of assembly the work groups will be defined by the Employer.
- (34) "*Work schedule*" means the roster of work hours and days, 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 whenever the male pronoun is used, it shall be deemed to include the female pronoun or vice versa and, likewise, whenever the singular is used, it shall be deemed to include the plural, as the context requires.

### 1.5 Harassment

- (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, family status, and disability.
- (b) If there is an allegation of harassment, the employee will inform the next highest level of management not involved in the allegation, in writing, and request assistance resolving this issue within 30 days of the alleged occurrence. Such management or his designate shall investigate the allegation, take steps to resolve the concern as appropriate within 30 days of the issue being raised by the employee and will discuss the proposed resolution with the employee. An employee shall have the right to have a steward present during these discussions.
- (c) If the proposed resolution is unacceptable to the employee, the employee may proceed with a grievance to be filed at Step 2 of the grievance procedure.

### 1.6 Human Rights Act and Employment Standards Act.

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

## ARTICLE 2 - UNION RECOGNITION AND RIGHTS

### 2.1 Bargaining Unit Defined

- (a) The bargaining unit shall be comprised of all employees of Emcon Services Inc. 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 B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees.

### 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 his designate and the Union Bargaining Committee Chairperson.
- (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 his 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 his supervisor prior to leaving his work area to attend to union duties relating to the Employer's operations. Leave for this purpose shall be with current pay, approval shall not be unreasonably withheld. On resuming his duties the steward shall notify his 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 Bulletin Boards**

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

## **2.10 Time Off for Union Business**

(a) Leave of absence without pay and without loss of seniority shall be granted by the Employer for:

(1) an elected or appointed 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) 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 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 thirty-six percent (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 stewards* - 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 contract area. Further leaves will be granted as required as per Clause 2.10(a)(2). The chief steward shall be a member of the Joint Labour Management Committee.

### **2.11 Union Bargaining Committee**

The Union's Bargaining Committee shall consist of up to two employees per contract area and leave of absence with pay will be granted to two employees per contract area 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) A staff representative 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 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**

### **3.1 Union Membership**

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

## **ARTICLE 4 - CHECK-OFF OF UNION DUES**

### **4.1 Union Dues and Assessments**

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

(b) The Employer shall deduct from 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 (15<sup>th</sup>) day of the subsequent month after the date of the deduction and the Employer shall also provide the following information by contract area, on a computer disk in ASCII format:

- Social Insurance Number
- Surname and First Name
- Address
- Job Classification
- Amount of Dues
- Gross Pay

(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 his steward. Whenever the steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce him to his 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 10 days of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and the employee's responsibilities and obligations to the Employer and the Union. Where possible, all new employees within a work group shall be oriented by the steward during a single meeting.

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

##### **6.1 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.

In the case of an emergency, where bargaining unit work is to be done, bargaining unit employees will be called to work immediately and management shall cease to perform bargaining unit work when bargaining unit employees in sufficient numbers arrive on the scene.

#### **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 within each contract area, a labour management committee comprised of three employer and three union representatives plus staff representatives. The Committee shall meet at the request of either party, but not more than once per month, or less than once every two months, at a place and time to be mutually agreed. In addition, once per calendar year, one union and one employer representative, from each contract area shall meet collectively to address matters relevant to all contract areas.
- (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 employee's suitability for substitution and the diversification for the Employer's operations.

## ARTICLE 8 - GRIEVANCES

### 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 his immediate supervisor to resolve the issue verbally. An employee shall have the right to have his 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**

Either party may submit a policy grievance respecting the general application, interpretation, or an alleged violation of an article of this Agreement, within 21 calendar days of the occurrence, or first becoming aware of the action or circumstance giving rise to the grievance, at arbitration pursuant to 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 suspensions shall be filed at Step 2 and grievances arising from a dismissal filed at arbitration within 21 days of the occurrence.

### **8.7 Time Limits**

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

### **8.8 Administrative Provisions**

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

### **8.9 Technical Objections**

No grievance shall be defeated merely because of a technical error, other than time limitations, in the processing of the grievance through the grievance procedure. To this end, an arbitrator shall have the power to waive formal procedural irregularities in the processing of 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, or within 21 days of the alleged violation, 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 his/her 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 Atkinson  
Wayne Moore  
Ron Keras

The Arbitrator shall be selected on a rotational basis in the above order, provided he/she is available to convene a hearing within 30 calendar 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. Pursuant to this clause, an arbitrator shall agree to the terms and conditions as set out in Appendix 7; Arbitrator's Agreement.

### 9.5 Costs

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

### 9.6 Expedited Arbitration

(a) All grievances shall be considered 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 one working day (or more if required) tri-annually February, June and October, 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 working days of such hearings. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey a decision.

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

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

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

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

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

(j) The parties shall contact the LRB Mediation Division and request the services of a mediator to act in the capacity of 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  
Wayne Moore  
Ron Keras

## **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 he feels 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 he feels 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 his file, he shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his 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 suspension shall be filed at Step 2 and from dismissals at arbitration within 21 days of the suspension or dismissal.

## **10.5 Probationary Period**

- (a) Each new employee shall serve a probationary period of 30 working days from date of hire during which time the Employer shall assess suitability for continued employment.
- (b) The Employer, during the probationary period, may release the employee for unsuitability for continued employment providing the factors involved in suitability could reasonably be expected to affect work performance.
- (c) Where an employee feels he has 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 his designate with the written authority of the employee, shall be entitled to review the employee's personnel file(s), both paper and, if applicable, electronic, in the office in which the file is normally kept. The employee or the President, as the case may be, shall give the Employer adequate notice prior to having access to such file(s). The process for viewing the file will be as follows; Head office will copy the file and forward to the local manager, upon receipt the local manager will contact the employee who will unseal and view the personnel file. Upon viewing the file, the employee at his/her option will destroy the file or return it sealed to headquarters. Upon the employee's written request, written censures, letters of reprimand, adverse reports or any disciplinary action recorded on an employee's personnel file shall be removed after the expiration of 12 months from the date it was issued, provided there has not been a recurrence of the same issue.

### 10.7 Abandonment of Position

An employee who fails to report for duty for five consecutive workdays without informing the Employer of the reason for his absence will be presumed to have abandoned his 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) 21 workdays of the action or circumstances giving rise to the discipline; or
- (b) 21 workdays from when the Employer first became aware of the action or circumstances giving rise to the discipline.
- (c) Failure to proceed within the above noted time frame shall deem any subsequent disciplinary action null and void.

## ARTICLE 11 - SENIORITY

### 11.1 Service Seniority Defined

- (a) Service seniority for regular employees shall be defined as the length of continuous service, at the earliest start date, as a regular employee with the Employer, previous maintenance contractors within the contract area(s) 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:
  - (1) As the length of continuous service as an auxiliary employee at the earliest start date with the Employer, previous maintenance contractors within the contract area(s) 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 his respective seniority block. One day will be added to each subsequent auxiliary in descending order of seniority within their respective seniority block.
  - (3) All auxiliary employees hired after March 1, 1995 will have their service seniority date established at their start date. However, no auxiliary employee hired after March 1, 1995 can have a service seniority start date earlier than an incumbent auxiliary.

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

- (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 and an overall company-wide seniority list. 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 shall lose his seniority in the event that:

- (1) He is discharged for just cause.
- (2) He voluntarily terminates his employment or abandons his position.
- (3) He accepts a position with the Employer which is outside the bargaining unit, except for temporary appointments for less than 45 working days. This period may be extended by mutual agreement between the parties. During this period an employee will continue to pay union dues at his old rate and remain a member of the bargaining unit.
- (4) He accepts severance pay in accordance with Article 13.

### **11.4 Loss of Seniority for an Auxiliary Employee**

An auxiliary employee shall lose his service and classification seniority when:

- (1) He is terminated for just cause.
- (2) He voluntarily terminates or abandons his position.
- (3) Existing auxiliaries (prior to July 29, 2002) are not recalled for a work assignment in a nine month period; or auxiliaries (hired after July 29, 2002) are not recalled for a work assignment within a six month period;
- (4) Effective on ratification, all auxiliaries will have a nine month recall, except those hired after September 1, 2006 who shall lose seniority after six months on layoff from any layoff that occurs during the first 12 months following their original date of hire. Should such employee be rehired by the Employer after the first anniversary of their original date of hire, they will then be covered by the nine month provision set out above.
- (5) He is unavailable for, or declines, three offers of re-employment as provided in Clause 31.3(f);
- (6) He becomes a regular employee.

### **11.5 Seniority While on Workers' Compensation Board Claim**

Any employee on a claim recognized by the Workers' Compensation Board shall be credited with service seniority equivalent to what he would have earned had he not been absent and had been able to work. An auxiliary employee shall not be credited for service towards benefits for periods of time when he would otherwise have been on layoff.



**ARTICLE 12 - PROMOTIONS, VACANCIES AND JOB POSTINGS****12.1 Core Group and Appointments Without Posting**

(a) The parties agree that regular employees within each Contract Area who are on the attached January 1, 2002 Core Group List shall not be subject to layoff, relocation and/or salary adjustment. It is understood that effective January 1, 2005 the above list for Contract Area 9 shall not exceed 65 regular employees.

(b) While operational needs may fluctuate respecting classes of equipment and services required in each geographic area, an employee who has "*core group status*" shall not be subject to layoff, or permanently relocated, or red-circled, or otherwise impacted by a non-disciplinary action initiated by the Employer except as provided for in (a)(3) above. However, such an employee may be re-assigned duties commensurate with the operational needs of the seniority block.

(c) When a new position is created, or when a regular vacancy is created through resignation, discharge, promotion, transfer, retirement of an incumbent regular employee, the Employer shall determine whether the vacancy shall be filled, and in what location within the contract area. However, once the regular complement as of January 1, 2002 is reduced by fifty percent (50%) the requirement to fill vacancies pursuant to this clause shall be reinstated. 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 within another classification series;
- (4) senior qualified auxiliary employee within another classification series.

\*The regular complement level will be set at 40 but the location and classification of positions to be filled will be at the discretion of the Employer.

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

(e) The Employer 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 contacts and such changes may have measurable impact on the Employer's operations and staffing requirements.

In the event the scope of work in the contract area is changed as described above, the parties agree to meet to renegotiate the level of core group designation. The parties seeking the change shall notify the other, in writing, of the specific change(s) and the anticipated impacts to the core group designation and bears the onus of justifying any proposed change. Discussions for any adjustments to the core group designations 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.

**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 contract area for 14 calendar days. Where the vacancy cannot be filled within the contract 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 and 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 and Grievance Process**

(a) Unsuccessful applicants to positions will be notified of the name and classification of the successful applicant. An unsuccessful candidate may request an explanation from the Division Manager by telephone of the reasons why he was unsuccessful, and receive an oral explanation. If a candidate wishes the reasons in writing, his request must be in writing to the Division Manager. Within five calendar days of receipt of the employee request, the Division Manager will reply to the employee. Where no written requests have been received by the Division Manager 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 Division Manager'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 his travelling, accommodation and meal expenses paid.

### **12.7 Trial Period**

Where a bargaining unit employee is promoted, he will be placed on trial for a 30 working day period, and upon satisfactory completion of the trial period, he will be confirmed in the position by the Employer in writing. If an employee is unable to perform the duties of the new position he will be returned to his former position and rate of pay. Any other employees 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 his 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 Memorandum of Understanding 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, he 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 his seniority block, provided he possesses 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 his current pay reduced; however, he shall be entitled to receive only fifty percent (50%) of all negotiated wage increases until such time as the rate of pay of the new classification equals his current pay or until he returns to his 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 working days' 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, he shall be paid in lieu of work at his 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 his 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 working days and confirm his 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 27.13.

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

(2) "*Comparable*" includes a job with an equal or lower classification and salary rate.

(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 his 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, 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, he 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, he may opt for placement on the Recall List for a period of 18 months 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 (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 his existing position, he 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 two percent (2%) higher salary than his/her 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 fifteen percent (15%) less than his/her present position or if the location is outside his/her geographic location, he/she 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 Clause 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 his 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 years 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 notice 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 at the time of privatization 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 (½) month's current salary.
- (2) An employee covered by the provisions contained in Subsections (1) above will not receive an amount greater than six months' current salary.
- (3) All regular employees not covered by Clause 13.4(g)(1) above, and hired before 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 August 6, 2013 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 his full seniority as provided for in Clause 11.1 for severance entitlement, notwithstanding, an employee will not receive an amount greater than six months' current salary.

(i) Severance pay in (g) above is not payable by Emcon Services Inc. to employees in Contract Area 9, and in the event that:

(i) Emcon Services Inc. ceases operations of highway and bridge maintenance in Contract Area 9 including the decision of Emcon Services Inc. or the government of British Columbia not to renew their contract for highway and bridge maintenance in those contract areas and:

(ii) operations of highway and bridge maintenance in Contract Area 9 reverts to the government of British Columbia; or

(iii) another contractor assumes the operation of highway and bridge maintenance in Contract Area 9 and that Contractor is a successor employer to Emcon Services Inc. 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 Emcon Services Inc. to employees in Contract Area 9 in the event that Emcon Services Inc. ceases operations of highway and bridge maintenance in Contract Area 9 including the decision of Emcon Services Inc. or the government of British Columbia not to renew their contract for highway or bridge maintenance in Contract Area 9 and another contractor assumes operation of highway and bridge maintenance in Contract Area 9 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 Yard Closure/Relocations

The Employer is committed to continued improvement in providing services for the public. Should a yard closure or relocation occur, the Employer and the Union shall meet to ensure that the resultant transition is smooth. All redundancies, if created, will be dealt with through attrition or early retirement.

Where consolidations occur, the following actions will be undertaken:

- (1) Maintain separate holiday schedules for two years.
- (2) Integration of crews, with respect to work assignments and substitution, will take effect after one year at new yard sites.
- (3) Auxiliary crews will be integrated immediately.
- (4) Regular dispatch will utilize local knowledge and experience.
- (5) The Joint Labour Management Committee is charged with resolving with the implementation process during the transition period.
- (6) In the event that there are vacancies in the consolidated yard site, qualified regular employees outside the core group shall be entitled to fill the vacancy.

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

### **13.7 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 he is unable to work at the existing location.

### **13.8 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 entitlement 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 Memorandum of Understanding 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 in this Agreement. In the discussion, 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 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 shift pattern as described in Memorandum of Understanding 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 Memorandum of Understanding 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 the work schedules compensate for any shortfall created by the seven hours 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 (3½) hours, but not more than six hours, shall receive one rest period during such assignment. Rest periods shall not begin until one hour after the commencement of work or not later than one hour before either the meal period or the end of the shift. Rest periods shall be taken without loss of pay to the employees.

#### **14.5 Standby Provisions**

(a) Where regular employees are required to stand by to be called for duty under conditions which restrict their normal off-duty activities, they shall be compensated at straight-time in the proportion of one hour's pay for each three hours of standing by. An employee designated for standby shall be immediately available for duty during the period of standby at a known telephone number. No standby payment shall be made if an employee is unable to be contacted or to report for duty when required.

(b) Regular employees required to stand by under (a) above will not be required to stand by on two consecutive weekends or two consecutive designated paid holidays, except by mutual agreement. This provision will not apply in emergency situations.

(c) Regular employees required to stand by shall be assigned standby on an equitable basis considering the qualifications of employees required.

(d) When scheduling standby for the purpose of statutory holiday coverage while on shut down, standby shall be offered by seniority to:

- (1) regular employees who would otherwise work that scheduled shift;
- (2) auxiliary employees who would otherwise work that scheduled shift;
- (3) regular employees who are on a day of rest;
- (4) auxiliary employees who are on a day of rest or layoff;
- (5) standby declines by auxiliary employees shall not count for the purposes of Clause 11.4.

#### **14.6 Meal Periods**

(a) Recognized meal periods will be within the middle two hours of the workday or shift. The normal meal period will not be less than one-half (½) hour and not more than one hour. Lengthening of the scheduled workday will not be achieved by expanding the normal meal period except by mutual agreement.



(b) Employees who are required to perform their duties during the meal period, shall be paid one and one-half (1½x) 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 his workplace the Employer shall not be responsible for his transportation.

#### **14.7 Hours of Work, Shift Schedules and Starting and Finishing 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, and auxiliary employees pursuant to Clause 15.10(d), the length of the scheduled workday will be established within Memorandum of Understanding 1; however, no scheduled full-time workday shall be less than seven and one-half (7½) hours.

(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 Joint Labour Management Committee.

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

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

#### **14.9 Days of Rest**

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).

#### **14.10 Split Shifts**

No employee shall work split shifts.

#### **14.11 Scheduling of Earned Time Off**

Surplus time earned pursuant to Memorandum of Understanding 1 and 24.3(d) shall be scheduled or compensated in the following manner:

(a) Surplus time earned pursuant to Memorandum of Understanding 1 shall be paid out as it is earned.

(b) Earned time off pursuant to Clause 24.3(d) shall be averaged and taken off by mutual agreement and subject to operational requirements over a 12 month period except that up to 80 hours of accumulated surplus time may be taken off along with annual vacation upon written request as per this Agreement. A minimum of one hour of earned time off (ETO) for each day of annual vacation scheduled shall be granted by the Employer upon written request.

(c) Where employees are not able to take the balance of their earned time off as scheduled, due to operational requirements of an emergency nature, the employee shall have the right to reschedule his earned time off. Where the Employer does not accommodate the rescheduled time off, then the employee will receive a double-time cash adjustment. Where employees fail to reschedule their earned time off they shall receive a straight-time payout.

- (d) Where employees choose to carry earned time off forward for addition to vacation period, then the extra time worked in the period is to be considered as a "*straight-time*" credit to be carried forward.
- (e) Employees may choose to receive all or a portion of their surplus time earned pursuant to Clause 24.3(d)(1) in monetary compensation at straight-time rates.

## 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 to 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 ninety cents (90¢) per hour. Shift premiums will be increased by 10% effective September 30, 2014 for SA 9 (for clarity, the new rate will be 99¢ for the afternoon shift and 99¢ for the night shift). On anniversary dates above, in 2015, 2016 and 2017, the shift premium will be increased by the Labour Component of the Annual Price Adjustment.

### 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 his 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 his 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 the shift schedule changes result in workdays of the new schedule, falling on days of rest of the old schedule, then every attempt shall be made to provide a minimum of one rest day between shifts.
- (d) Employees assigned to operate equipment on winter shifts shall sign up by service seniority for all employees within the seniority block (includes all classifications required to work shifts).

### 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 his 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 and 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.
- (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 set out in the tables contained in Memorandum of Understanding 1. Shifts conforming in length to the agreed winter work schedule of the work group must be maximized.

#### **15.11 Summer Weekend Shifts**

(a) Where the work program(s) necessitate permanent weekend summer shifts, the establishment of such shifts shall be in accordance with Clause 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.

(b) 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 five days 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 his scheduled weekend shift assignment. Implementation of this clause shall not result in any increased cost to the Employer. Employees exercising this option or affected by this option agree to waive any entitlement to short notice shift change, two regular days off in sequence, premium pay or overtime.

(c) It is agreed to send the issue of how to assign a rotational weekend shift between the Grand Forks and Midway Yards on a pro rata share of the crew size said to be two to one, will be referred to the Labour Management Committee. It is agreed that staffing must be from regular crews (as there are no scheduled auxiliaries in the summer) and that the resultant scheduling will not result in any increased cost to the Employer.

#### **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 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 his 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 (1½x) times the straight-time rate.
- (d) "*Double-time*" - means twice (2x) the straight-time rate.
- (e) "*Double-time and one-half*" - means two and one-half (2½x) times 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 in excess of 10 minutes duration.

## 16.3 Sharing of Overtime

Overtime work shall be allocated equitably to qualified employees within the appropriate classification series for the work group, taking into consideration their availability and location. Equitability shall be based upon a consideration of overtime opportunities declined by employees as well as those opportunities worked. Overtime records shall be posted noting both circumstances and may be challenged for accuracy by employees within 30 days of posting. The equitable sharing will be calculated separately for the winter and summer shifts.

## 16.4 Overtime Compensation

- (a) Overtime worked shall be compensated at the following rates:
  - (1) Time and one-half (1½x) for the first three hours of overtime.
  - (2) Double-time (2x) for hours worked in excess of (1).
  - (3) Time and one-half (1½x) for hours worked on a day of rest equivalent to the hours of a regular shift and then double-time 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 additional compensation at the rate of time and one-half (1½x) for all hours worked; except for Christmas and New Year's when the additional compensation shall be at the rate of double-time for all hours worked.
- (c) An employee on travel status who is required to travel on the Employer's business outside his regular working hours shall be compensated at the applicable overtime 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 schedule 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 three hours' overtime immediately before or after completion of his scheduled daily hours, he shall be provided with a meal or shall be reimbursed with an overtime meal allowance, and a paid meal break of one-half (½) hour will be given. The overtime meal allowance shall be twelve dollars (\$12).
- (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 his scheduled shift without one-half (½) 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 his 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**

- (a) 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.
- (b) An employee on standby shall not have the right to refuse callout for overtime work.
- (c) Where groups of employees travel to and from the worksite together, the acceptance of overtime by one (or more) does not result in automatic overtime entitlement to the group. Those employees not accepting overtime will be returned to the point of assembly by the end of their regular shift.

#### **16.8 Callout Provisions**

- (a) An employee who is called back to work outside his regular working hours shall be compensated for a minimum of three hours at the applicable overtime rates. He shall be compensated from the time he leaves his home to report for duty until the time he arrives 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 shifts 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 his 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 his regularly scheduled shift shall be entitled to eight clear hours between the end of the overtime work and the start of his 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 (to a maximum of 90 banked hours), 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 date of election, cash payment shall be made.
- (b) When overtime is worked the employee shall indicate on his daily time card whether he elects to have such overtime compensation in all cash, all time off, or a fifty percent (50%) cash and fifty percent (50%) time off combination.
- (c) The Employer agrees that 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.
- (e) Any compensatory time off unscheduled at the fiscal year end, or on termination, shall be paid in cash at that time.
- (f) An employee who wishes to withdraw cash from his CTO Bank, shall advise, in writing, the respective pay office at least one pay period prior to the date the cash payment is desired, alternately an employee may have cash from the CTO Bank remitted to the pension plan as a voluntary contribution.

### **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 his 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 throughout the year at the local level and that access to such records shall be permitted to the union official in that jurisdiction. Overtime records will be posted twice yearly in October and April on the yard bulletin board.

### **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 his 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 his 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	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Queen's Birthday	Christmas Day
Canada Day	Boxing Day
British Columbia Day	Family Day

(b) Any other day proclaimed a holiday by federal, provincial or municipal 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 non-scheduled workday, 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, he shall be compensated at the time and one-half (1½x) 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 his regular day's pay, and shall receive additional compensation at the rate of time and one-half (1½x) for hours worked, except for Christmas and New Year's when the compensation shall be at the rate of double-time (2x) for hours worked.

### **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 Memorandum of Understanding 1, shall be compensated at the rate of time and one-half (1½x) for hours worked, plus a day off in lieu of the holiday. Lieu days earned pursuant to this clause shall be scheduled by mutual agreement. However, where an employee works Christmas Day or New Year's Day, the rate will be double-time (2x).



**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 his scheduled workday or 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 the 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 14.7 (i.e. 105 hours).

This clause shall not apply to employees who have been terminated and are 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 Entitlement**

- (a) Definitions:
- (1) "*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.
  - (2) "*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 14.7(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 (1¼) days for each month for which he earns 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 (1/12) 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, as defined in 18.1(a)(1).

(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 his 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 July, August, 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 his 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 December 1<sup>st</sup> and December 15<sup>th</sup> for the period of January 1<sup>st</sup> through April 30<sup>th</sup>, and between April 1<sup>st</sup> and April 15<sup>th</sup> for the period May 1<sup>st</sup> through December 31<sup>st</sup>. Vacation schedules shall remain posted for the remainder of the calendar year.

(2) Employees who do not exercise their seniority rights within 14 days of the vacation schedule being posted shall not be entitled to exercise those rights with respect to any vacation time previously selected by employees with less seniority. The Employer reserves the right to schedule vacation for those employees who have not selected their vacation by May 1<sup>st</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 his 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 his 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 his 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 With Pay During Vacation

When an employee is in receipt of the Short-Term and Illness benefits, or on leave with pay in accordance with Clauses 20.1 or 20.5(f) during his vacation period, there shall be no deduction for 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 10 days at any time; however once every five years an employee

can elect to carry over up to 15 days to be taken with his annual vacation entitlement. 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 but adjoining the subsequent vacation year shall not be considered as vacation carryover, nor as a seniority choice for the subsequent vacation year.

(c) The employee has the option of taking vacation at either 7½ hours or the scheduled hours, however, as a result of taking leave without pay for the difference between 7½ hours and the shift length, there shall be no shortfall claim by the employee on the annual hours to be paid.

#### **18.7 Callback From Vacation**

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

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

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

#### **18.8 Vacation Leave on Retirement**

An employee scheduled to retire and to receive a superannuation allowance under the *Pension (Public Service) Act*, or the Pension Plan pursuant to Article 32, or who has reached the mandatory retiring age, shall be granted vacation entitlement earned to date of retirement. Providing his service or combined service is 10 years or more, he shall receive, in addition, a retirement bonus equal to 40 hours at his basic pay.

#### **18.9 Vacation Credits Upon Death**

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

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

Employees shall be entitled to coverage for Short-Term Illness and Injury and Long-Term Disability in accordance with the provisions of this Agreement and as described in Appendix 1. In the case of employees in receipt of Short-Term Illness and Injury Plan benefits, such employees shall remain on payroll and benefit compensation payable by the carrier shall be remitted to the Employer.

**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 his 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, 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, 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 his 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 or effects..... one day
- (6) Attend his 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 purposes of determining eligibility for Special Leave under Clause 20.2(a)(5), an employee will qualify if he is maintaining a self-contained household and if he is changing his place of residence which necessitates the moving of household furniture and effects during his normal working hours, and if he has 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, dependent grandchild or parent in care permanently residing within the employee's home, 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, dependent grandchild or parent in care, the employee shall be entitled, after notifying his 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 his 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, or federal election for a maximum period of 90 days.
- (b) For employees selected for a full-time position with the Union or anybody to which the Union is affiliated for a period of one year.
- (c) For employees elected to a public office for a maximum period of five years.
- (d) For an employee elected to the position of President, Vice-President or Secretary-Treasurer of the B.C. Government and Service Employees' Union. The leave shall be for a period of three years and shall be renewed upon request.

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

- (a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.
- (b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.
- (c) An employee in receipt of his regular earnings while serving at court shall remit to the Employer all monies paid to him 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 his supervisor as soon as he is aware that such leave is required.
- (f) Where an employee is required to be a witness as a result of his/her employment, during non-scheduled hours, all hours including travel shall be considered time worked and compensated at the appropriate rates.

#### **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 his 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 written reasons 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, dependent children; dependent grandchildren, or parents in care, permanently residing in the employee's household, 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, his 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 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, ETO, unused vacation or lieu days.

## ARTICLE 21 - PARENTAL, MATERNITY AND ADOPTION LEAVES

### 21.1 Maternity Leave

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

- (a) Upon request the employee will be granted leave of absence without pay for a period of not more than six months.
- (b) The period of maternity leave without pay shall be from nine 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 nine week period in (b) above, such illness or injury shall be covered by application of the Short-Term Illness or Injury Plan 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 her 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, and shall pay the Employer's share of these premiums.
- (f) Notwithstanding Clauses 18.1(b) and 18.6, vacation entitlements and vacation pay shall continue to accrue while an employee is on maternity leave for the first six months of maternity 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 six calendar months 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 he commenced employment, an employee shall be granted leave of absence without pay for up to 37 weeks per leave following the birth or adoption of a child. 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) 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.
- (d) The employee may maintain coverage for Medical, Extended Health, Dental, and Group Life Benefits for the initial three months of adoption or parental leave by paying the Employer's cost for same.

An employee who returns to work after the expiration of maternity, parental, or adoption leave shall retain the seniority he/she 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 his/her 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 he/she does 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 WCB. Occupational Health and Safety regulations, the Employer shall maintain its established Occupational and Safety Program, which includes a schedule of monthly meetings with employees represented from seniority blocks in the contract area 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 Industrial 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, in each contract area, a local occupational health and safety committee. The Committee shall be comprised of two union designates and two employer designates. Both parties agree to encourage the locally designate 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 Workers' Compensation Board regulations.

(c) Committee meetings shall be scheduled during normal working hours whenever practicable. Time spent by designate 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 and Safety Committee designates by contract 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 and Safety Committee, or
- (b) a person designated by the Occupational Health and Safety Committee, or
- (c) a safety officer, or
- (d) a steward at a worksite,

after an on-site inspection and following discussion with a representative of the Employer, does not meet the standards established pursuant to the *Workers Compensation Act*. Where an employee acts in compliance with regulations which restrict unsafe work pursuant to Workers' Compensation Board, Industrial Health and Safety Regulations, he 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 his shift without deduction from short-term disability 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 Board Industrial Health and Safety Regulations section governing Accident Reports and Investigations, 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) Workers' Compensation Board
  - (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 Workers' Compensation Board Industrial 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 Workers' Compensation Board 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.

Workers' Compensation Board Occupational First Aid Certificate, Level 2 - \$24.15 biweekly

Workers' Compensation Board Occupational First Aid Certificate, Level 3 - \$30.19 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, he 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 Occupational First Aid Attendant in addition to the normal requirements of the job.

(2) Where no employee within the work unit possesses a 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 Workers' Compensation Board 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 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).

(iii) Failing (4) above, the Employer may require the most senior regular employee within the work unit who can meet the requirements of the Workers' Compensation Board regulations to undertake Occupational Industrial 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 Joint Labour-Management Committee for possible resolution. This provision does not limit any right to seek a resolution from the Workers' Compensation Board.

## 22.10 Video Display Terminals

When employees are required to monitor video display terminals which use cathode ray tubes, then:

(a) When a majority of an employee's daily work time requires monitoring such video display terminals, such employees shall have their eyes examined by an ophthalmologist or optometrist of the employee's choice at the nearest community where medical facilities are available prior to initial assignment to VDT equipment and after six months, a further test and annually thereafter if requested. The examination shall be at the Employer's expense where costs are not covered by insurance. Where requested, the Employer shall grant leave of absence with pay.

(b) (1) Employees who are required to operate VDTs on a continuous basis shall be entitled to two additional 10 minute rest breaks per workday to be scheduled by agreement within the work group.

(2) Employees required to continuously operate VDT's for three and one-half (3½) consecutive hours or longer but less than their full shift shall be reassigned to alternate work duties for one 10 minute period. Where alternate work duties are not available, employees shall receive a 10 minute rest break.

(c) (1) Pregnant employees shall have the following options:

(i) Not to continue monitoring video display terminals, or

(ii) Not working in the area of one meter of video display terminals which use cathode ray tubes, or

(iii) To work at a shielded video display terminal should one be present in the worksite.

(2) When a pregnant employee chooses not to monitor such video display terminals, or chooses not to work in such an area, if other work at the same or lower level is available within the offices within her headquarters area, she shall be reassigned to such work and paid at her regular rate of pay.

(3) Where work reassignment in (2) above is not available, a regular employee will be considered to be on leave of absence without pay until she qualifies for maternity leave.

(d) Where employees are on leave of absence pursuant to (c) above, and opt to maintain coverage for medical, dental, extended health, group life, and Long-Term Disability plans, the Employer will continue to pay the Employer's share of the required premiums.

- (e) The Employer shall ensure that new equipment shall:
- (1) Have adjustable keyboards and screens.
  - (2) Meet the most stringent emission standards of the *Federal Radiation Emitting Devices Act* and other standards established by the Federal Health and Welfare, the BC Workers' Compensation Board or the Provincial Ministry of Health.

The Joint Labour Management Committee shall review and make recommendations to ensure that the lighting and the above standards recommended by the Ministry of Labour, Occupational Environment Branch, as outlined in the publication "*Working With Video Display Terminals*" are being met.

(f) The Employer shall ensure that any new office equipment required for use in conjunction with VDT's shall meet the standards recommended by the Ministry of Labour, Occupational Environment Branch, publication "*Working with Video Display Terminals*".

(g) The Employer shall continue to upgrade all existing equipment and facilities to meet the standards recommended by the Ministry of Labour, Occupational Environment Branch, publication "*Working With Video Display Terminals*".

#### **22.11 Dangerous Goods, Special Wastes, Pesticides and Harmful Substances**

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

#### **22.12 Radio Contact or Employee Check**

(a) Where employees are required to perform duties in remote isolated areas, the Employer shall supply a readily available vehicle. 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.

#### **22.13 Working Alone**

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

(b) The frequency of employee checks shall be increased proportionate to the nature of the hazard under which the employee is working. For example, extreme weather conditions; as the temperature decreases, the frequency of checks shall increase.

(c) Where conflict arises out of administration of this clause, the Worker's Compensation Board regulations will prevail.

**22.14 Workers' Compensation Board 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 Workers' Compensation Board Occupational First Aid - Level 1 at the Employer's expense. Any disputes arising from the application or interpretation of this clause shall be referred to the Joint Committee for resolution.

**22.15 Hearing Examinations**

Hearing examinations required pursuant to the Workers' Compensation Industrial Health and Safety Regulations shall be conducted during working hours without loss of pay. Where an employee is required to be examined on other than his regularly scheduled workday, he 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. Auxiliaries employees on layoff who are due to have their hearing tests done and have been so notified, shall make every effort to attend the scheduled hearing examinations at no cost to the Employer.

**22.16 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.

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

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

**23.2 Notice of Technological Change**

- (a) For the purpose of technological change, the Employer agrees to provide the Union with as much notice as possible, but in any event not less than 60 days' notice of a technological change.
- (b) Upon receipt of a notice of technological change pursuant to 23.2(a) the Joint Labour-Management Committee shall meet within 10 days to consult on the impact of the proposed change.
- (c) The written notice identified in 23.2(a) will provide the following information:
  - (1) the nature of the change(s);
  - (2) the anticipated date(s) on which the Employer plans to effect change(s);
  - (3) the location(s) and number(s) of employees likely to be directly affected pursuant to (d) below.
- (d) Where notice of technological change has been given pursuant to 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 IN AND CONTRACTING OUT**

### **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 Joint Labour Management Committees shall work together to identify work activities that can be performed more efficiently and work activities currently subcontracted that may be performed by bargaining unit employees in a more cost efficient manner.

(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 running 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 twenty percent (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 24.1(a) and (d) of this Agreement, while auxiliary employees are laid off, will not be a violation of 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 Emcon Services Inc. Mechanic will be assigned when, in the opinion of the Operations Manager or his designate, Emcon'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 Contracting In

Nothing in this Agreement prohibits the Employer from contracting with the Ministry of Transportation and Highways or any third party for the performance of work of any kind which requires the use of employees covered under this Agreement. It is further recognized that such an increase in business will lead to improved job security for the Employer's employees, and help to foster an atmosphere of improved cooperation and strengthened economic relationship between the Employer and its employees.

- (a) For the purposes of this Agreement, "project work" is defined as work, distinct from that road and bridge maintenance work contained within the contract(s) in effect between the Employer and the Ministry of Transportation and Highways. An existing third party contract or renewal thereof for the provision of road and bridge maintenance work activities consistent with those contained within the maintenance contract(s) with the Ministry of Transportation and Highways will not be considered project work for the purposes of this Agreement. However, should the Employer secure additional third party work for the provision of road and bridge maintenance work consistent with those contained within the maintenance contract(s) with the Ministry of Transportation and Highways, the parties shall meet to establish the application of this. Should the parties be unable to reach mutual agreement, the matter shall be referred to arbitration pursuant to 9.6.
- (b) Further provisions applicable to "Contracting In" (Project Work) are covered in MOU 6.

## ARTICLE 25 - HEALTH AND WELFARE

### 25.1 Basic Medical Insurance

All regular employees, whether full-time or part-time, may choose to be covered by the British Columbia Medical Plan which is the licensed carrier. Benefits and premium rates shall be in accordance with the existing policy of the plan. The Employer will pay one hundred percent (100%) of the regular premium.



## 25.2 Extended Health Care Plan

The Employer shall maintain in good standing an Extended Health Care Plan for which the Employer shall pay one hundred percent (100%) of the monthly premium for all eligible employees and their families. The Extended Health Care Plan shall provide:

- Thirty-five dollars (\$35) deductible per calendar year effective January 1, 2013 and reimbursement of eighty percent (80%) of eligible expenses up to the first (1<sup>st</sup>) two thousand dollars (\$2,000) for each calendar year per family.
- Prescription drugs (including oral contraceptives) on the written prescription of a physician or surgeon; diagnostic tests and x-ray examinations. (In accordance with the BC Formulary Plan.)
- Hospital benefits including semi-private room accommodation; outpatient hospital services; licensed ambulance service; out-of-province emergency treatment as covered by the BC Medical Plan.
- 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.
- Hearing aids to a maximum of five hundred dollars (\$500) in any four consecutive calendar years.
- Orthopaedic shoes, arch supports, molds, and other orthotic devices; prosthetic devices; rental of wheel chair, medical equipment, and hospital bed which are medically required. (After application to the Pharmacare Plan.)
- Fifty percent (50%) of the cost of glucose monitors and insulin injection pumps up to a maximum unit cost of five hundred dollars (\$500) per insured person. This limitation does not apply to supplies for such equipment.
- 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 a maximum of two hundred and fifty dollars (\$250) per insured person.
- In accordance with current practice, laser eye surgery will continue to be covered under Vision Care.

## 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, one hundred percent (100%) coverage.
- (2) Part B, seventy-five percent (75%) coverage.
- (3) Part C, fifty percent (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 current lifetime maximum payment of three thousand dollars (\$3000) per patient.

## 25.4 Group Life and Accidental Death and Dismemberment

- (a) Group Life Principal Sum – twice an eligible annual basic pay or pre-disability income (for clarity this is not the reduced LTD income) subject to a minimum of \$100,000.
- (b) The Employer shall provide a mutually acceptable Group Life Plan with benefits equivalent to twice an employee's annual salary with a minimum of eighty thousand dollars (\$80,000) (increasing to one hundred thousand dollars (\$100,000) November 1st, 2003). The Employer shall pay one hundred percent (100%) of the premium on the base minimum set out above and the employee shall pay the premium for any insurance over the base minimum.
- (c) Employees shall, as a condition of employment, enrol in the Group Life Plan and shall complete the appropriate payroll deduction authorization forms.
- (d) The group life plan shall allow advance payment of fifty percent (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 I.
- (e) The Group Life Plan shall include the following provisions for accidental dismemberment:
- (1) Loss of both hands or feet ..... the principal sum.
  - (2) Loss of sight of both eyes..... the principal sum.
  - (3) Loss of one hand and one foot ..... the principal sum.
  - (4) Loss of one hand or one foot and sight of one eye ..... the principal sum.
  - (5) Loss of one hand or one foot..... ½ the principal sum.
  - (6) Loss of sight of one eye..... ½ the principal sum.
- (f) Under the existing Group Life Benefit Plan, an insured employee who is terminally ill may be entitled to a fifty percent (50%) prepayment of the insured group life benefit providing that he/she meets the insurance carrier's terms and conditions for eligibility.

The steps for accessing this "*Living Benefit*" with the benefit 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 Crown as an irrevocable beneficiary of that portion of the proceeds equal to the amount of the prepayment, plus interest; the employee must agree to irrevocable 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 Crown Canada, this process will be subject to the terms and conditions, and application process, of the new insurance carrier.

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

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

(a) A copy of the master contracts with the carriers 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 benefits plans for distribution to all employees eligible for coverage within 90 days of signing this Agreement. The cost of such a pamphlet shall be borne by the Employer.

(c) The Employer will prepare a schedule of benefits covered by the benefit plan not specifically mentioned in this Agreement for the enlightenment of employees within 90 days of ratification. Such minimum coverage will remain in force between plan changes should such occur in the future.

### **25.9 Eligibility for Benefits**

Employees will become eligible for benefits pursuant to Articles 25 and Appendix 1 (Short and Long-Term Disability) as follows:

(a) For regular employees eligibility will be from date of hire for coverage under s 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 25.3 and Part 2 of Appendix 1.

(b) An employee will cease to be entitled to coverage under (a) above when he loses his seniority in accordance with Clause 11.3.

(c) Employees qualified under (a) or (b) 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 (c) above, is recalled, the employee shall immediately be entitled to have benefits reinstated. Re-instatement of benefit coverage will occur on the first day of the month following the month in which the employee is recalled. Between re-hire date and the effective date of coverage, the auxiliary employee shall receive the Health and Welfare benefit defined in Clause 31.4(a).

### 25.10 Workers' Compensation Benefits

An employee on a claim recognized by the Worker's Compensation Board 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 (but no further accruals for vacation will occur after 152 days) and the Employer's pension contributions during an absence on Worker's Compensation.

### 25.11 Benefit Carriers

It is understood that benefit plan carriers may change from time to time, however, the benefits listed in Clauses 25.2, 25.3 and 25.4 will remain the same. No changes will be made to the benefit plan coverage without mutual agreement of the parties.

## 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/Bridgeworker 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 appropriate when employees are cleaning or washing machinery or equipment.
  - (5) Plant issue coveralls to Yardworkers when required.
  - (6) Plant issue coveralls to Carpenters when required.
  - (7) Plant issue coveralls to Equipment/Machine Operators when they are to service equipment or are engaged in the operation of open highways sweepers, and those engaged in sign maintenance, asphalt patching, and crack sealing. The Employer will ensure that there is an adequate supply of appropriate sizes and will keep the coveralls clean and in good repair.
  - (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.
- (c) *Coveralls* – the Employer will provide a pair of coveralls to all regular operators; they shall be repaired and laundered by the employee. Once the coveralls are no longer serviceable, the Employer will provide a replacement pair of coveralls upon return of the unserviceable pair.

## 26.2 Safety Equipment

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

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

(b) An employee who is in receipt of an issue of uniform/clothing will have replacement made when he surrenders 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 his 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, tool boxes, pneumatic and power tools required for the job, which may be lost, worn out or broken while used on the job, upon reasonable proof of such loss or breakage, and proof that there has been no negligence on the part of the employee. 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 his 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 required to be used in the performance of their duties at the request of the Employer. The Employer shall pay any deductible amount 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 his salary.

**27.2 Rates of Pay**

- (a) Employees shall be paid in accordance with the rates of pay as set out in Appendix 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:

<b>ROLE</b>	<b>Primary Supervisor where Responsible for Supervision of Crews or individual Work Groups and Senior or Management Supervisor is not directly available.</b>	<b>Secondary Supervisor where Responsible for Supervision of Crews or individual Work Groups and Senior or Management Supervisor is directly available.</b>
<b>CLASSIFICATION</b>	<b>NUMBER OF EMPLOYEES</b>	<b>NUMBER OF EMPLOYEES</b>
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, he 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, pursuant to (b) above, assigns an employee to work part days at a higher paying position, for more than one-half (½) hour, he shall be paid the higher rate for time worked at the higher-paying position, which shall include travel to and from the equipment, where applicable.

(e) When an employee temporarily substitutes in, or performs the principal duties of, a higher-paying position, he shall receive the rate for the job. Employees on Short-Term Disability leave, special leave, or any other paid leave of absence will be entitled to the basic rates of pay they received prior to substituting in a higher position.

(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, he 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 his regular rate of pay shall maintain his regular rate of pay.

#### **27.6 Salary Protection and Downward Reclassification of Position**

(a) An employee shall not have his salary reduced by reason of a change in the classification of his 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 his new classification. The employee shall receive the full negotiated salary increases for his new classification thereafter.

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

(c) The provisions of (a) above do not apply in the case of medically disabled employees who permanently become unable to perform the duties of their own occupation, but are able to perform the duties of a lower paying classification. Where such employees choose to take a lower classified position in order to remain in the workforce, they shall assume the classification and pay of the job to which they have chosen to take.

#### **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 thirty-two (32) kilometres, only when the employee is required to have his vehicle at work for use in the performance of his duties. The vehicle allowance shall be thirty-eight cents (38¢) per kilometre. Ownership of a vehicle will not be considered a condition of employment.

**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 shall be:

Breakfast.....	\$ 8.50
Lunch.....	\$ 9.75
Dinner .....	\$16.50

**27.9 Abnormal Working Conditions**

(a) 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 premium rates for abnormal working conditions shall be as follows:

(b) A premium allowance of one dollar (\$1) per hour shall be paid to employees working on a swing stage, over bridges or stacks, or towers, or over the side of building vessels, such that they are working above surrounding terrain. Premium allowance shall apply to actual time while exposed, except that time shall be calculated in one hour increments. This same premium shall apply to working with raw sewage, or welding and cutting of galvanized and aluminum material.

**27.10 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.

**27.11 Relocation Expenses**

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

**27.12 Retirement Allowance**

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 his 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.

**27.13 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 British Columbia, for every night away.

**27.14 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 his wages shall be accompanied by notification to the employee. Should the employee disagree with the Employer as to the accuracy of his work and overtime records, the union official within his jurisdiction shall have the right, on reasonable notice, to inspect the employee's work and overtime records.



**27.15 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 twenty dollars (\$20) per day while training. In such cases, the senior most qualified operator with the capacity to provide training in the required class of equipment shall be given the opportunity to provide such training

**27.16 Isolation Allowance**

Employees working at Beavertell assembly point shall receive an isolation allowance of forty-five dollars and six cents (\$45.06) biweekly, pro rata for those employees not working annual hours.

**27.17 Salary Rate on Demotion**

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

**27.18 Boot Allowance**

Each Regular employee shall receive an annual boot allowance of one hundred dollars (\$100) payable in the pay period in which December 25th occurs. Each auxiliary employee who has worked four hundred (400) hours in the calendar year shall receive an annual boot allowance of fifty dollars (\$50) payable in the pay period in which December 25th occurs.

**27.19 Tool Allowance**

Trade qualified mechanics will receive an annual tool allowance of one hundred dollars (\$100).

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

The parties have established base classification specifications published as a separate document, these specifications together with the equipment operator summary sheet, shall form the basis of future discussions on classifications between the parties with a view to concluding a revised document within six months.

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

## ARTICLE 29 - APPRENTICESHIP PROGRAM

### 29.1 Administration and Implementation of Apprenticeship Programs

The Employer and the Union recognize that Apprenticeship Programs are the normal procedure for obtaining 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 (or recall to an apprentice vacancy).

### 29.2 Apprentices Attending School as Required by BC Ministry of Labour

- (a) When an apprentice is attending school as required by the BC Ministry of Labour, he shall be paid his appropriate wage rate. Where eligible, the apprentice shall apply for a wage allowance from the Federal Department of Manpower and shall remit this allowance to the Employer.
- (b) The Employer will advise apprentices when they are eligible for a Federal Department of Manpower 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 27.12 and 27.13 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 core group pursuant to Memorandum of Understanding 5, such an employee shall maintain his core group status provided he:
  - (i) continues to maintain his apprenticeship status; and
  - (ii) successfully completes his apprenticeship program and attains Trades Qualified status.

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

Where the designated apprentice was eligible for core group status pursuant to Clause 12.1 prior to commencing his apprenticeship and subsequently fails to maintain his apprenticeship pursuant to (i) and (ii) above he will be returned to his former position and rate of pay.

- (b) Apprentices hired outside of the core group shall upon completion of their apprenticeship be eligible to fill an existing vacancy within his trade pursuant to Clause 12.1(c) and 12.2 or become an

auxiliary employee within his seniority block and appropriate classification. For seniority purpose his regular seniority service start date will revert to that of auxiliary status for the purpose of Clause 11.1(b)(1) and straight-time hours worked as a regular for the purpose of Clause 11.1(b)(iii).

### ARTICLE 30 - TRAINING AND SERVICE CAREER POLICY

#### 30.1 Employee Training

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

#### 30.2 Selection for Training

(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 in each Contract Area.

#### 30.3 On-the-Job Operator Training and Trainers

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 his designate. The employee shall be informed on a preset basis of his progress towards the completion of his training period.

(c) An employee may be rejected from the training program on or after twenty (20) working days for reasonable cause. An employee shall be informed in writing of the reasons for such rejection and such rejection shall be subject to the grievance procedure.

(d) Employees operating equipment at a higher level shall be paid substitution pay in accordance with Clause 27.3 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 contract area, depending on availability.

(f) Once per calendar year between January 1<sup>st</sup> and January 31<sup>st</sup>, interested employees shall indicate, in writing, to the Joint Labour-Management Committee requests for on-the-job training for the upcoming year. The Joint Labour Management Committee shall review each request between February 1<sup>st</sup> and March 31<sup>st</sup> of each year and recommend the appropriate training programs based on

the submitted requests. The foregoing would not preclude special training as deemed necessary by the Employer.

### **30.4 Completion of Courses on Company Time**

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

### **30.5 Reimbursement for Approved Courses**

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

### **30.6 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, accommodations or other legitimate pre-approved items. The employee shall be on travel status as per Appendix 4.

### **30.7 Examinations**

Employees shall be permitted to write an examination required by the Employer, upon satisfactory completion of the training programs. Employees who fail an examination shall, upon request and where available, receive a copy of their examination and shall be eligible to be re-examined. 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 Joint Labour-Management Committee.

### **30.8 Upgrading Qualifications**

Where the Employer requires an employee to upgrade his 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.

## **ARTICLE 31 - AUXILIARY EMPLOYEES**

### **31.1 Auxiliary Appointments and Qualifying Periods for Benefits**

- (a) An auxiliary employee shall receive a letter of appointment clearly stating his employment status and expected duration of employment. A copy of each auxiliary employment letter will be sent to the appropriate BCGEU area office.

### **31.2 Relocation**

- (a) Where an auxiliary employee described in (a) above has to move from one geographic location to another at the Employer's request, or after filling a vacancy pursuant to Clauses 12.1(c), 12.1(d) or 12.2, he shall be entitled to relocation expenses in accordance with Appendix 4.
- (b) Subject to Clause 11.4, an auxiliary employee shall retain his seniority pursuant to Clause 11.1 if he is moved by the Employer from one seniority block to another.

(c) Nothing in this Agreement precludes an auxiliary employee from establishing seniority in more than one seniority block. In this instance, relocation expenses outlined in (a) above will 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 Memorandum of Understanding 3.

(2) Auxiliary employees laid off subject to (1) above or 24.2(f)(i) or (ii) 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 project or maintenance work group involved.

(3) The Employer shall provide an auxiliary employee with a letter of appointment stating the expected duration and rate of pay.

(4) The Employer shall provide employees with as much notice of layoff as is operationally feasible.

(5) If an employee is recalled for any period of time and subsequently laid off, the recall period shall commence again.

(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 which 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)(ii) below shall apply.

(c) Notwithstanding (a) above, auxiliary employees hired for seasonal work or a term certain of less than twenty (20) working days, 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 registered 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 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 him 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 auxiliary employee pursuant to this clause, and where notice of layoff has been given pursuant to Clause 31.3(a)(i), 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 his entitlement to Clause 31.3(a)(i).

(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, they will be considered to have declined work for purposes of Clause 11.4:

- (1) Absence on a Workers' Compensation Board 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 (5) 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 on three separate occasions in the calendar year.

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.

(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 his shift, he 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**

In lieu of health and welfare benefits, auxiliary employees shall receive compensation of seventy-five cents (75¢) per hour, to a maximum of fifty-six dollars (\$56) biweekly.

Increase the auxiliary in lieu of health and welfare benefits commencing in year three of the current Collective Agreement as follows:

- November 7, 2008 – eighty-five cents (85¢) per hour to a maximum of sixty-three dollars and seventy-five cents (\$63.75) biweekly
- November 7, 2009 – ninety-five cents (95¢) per hour to a maximum of seventy-one dollars and twenty-five cents (\$71.25) biweekly
- November 7, 2010 – one dollar five cents (\$1.05) per hour to a maximum of seventy-eight dollars and seventy-five cents (\$78.75) biweekly.

### **31.6 Annual Vacations**

- (a) Auxiliary employees will be entitled to receive vacation pay at the rate of six percent (6%) of their basic earnings, payable on each cheque.

## **ARTICLE 32 - PENSION PLAN**

Employees shall be covered by the Pension Plan provisions set out in Memorandum of Understanding 2 of this Agreement under the conditions and in the manner prescribed therein.

## **ARTICLE 33 - GENERAL CONDITIONS**

### **33.1 Point of Assembly**

- (a) Every employee will be assigned a headquarters and a regular point of assembly within his 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, etceteras. An employee's shift or workday shall commence from the time he is required to report for assignment. The regular point of assembly will be changed only in accordance with Clauses 13.2 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 he is 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 his headquarters or point of assembly that it is impractical for him to be returned to his regular point of assembly at the end of each day's work, he will be assigned a temporary field point of assembly and will be provided with accommodation, board and lodging allowances in accordance with Clause 27.12 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 his regular or temporary field point of assembly, as the case may be, he 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 him to be absent from his 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 Headquarters**

(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 working days 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 allowance 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 the Insurance Corporation of British Columbia because of impairment.

### **33.4 Indemnity**

(a) *Civil action:* 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 his duties. The Employer also agrees to pay any legal costs incurred in the proceedings including those of the employee.

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

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



(d) In order that the above provisions shall be binding upon the Employer, the employee shall notify the Employer immediately, in writing, of any incident or course of events which may lead to legal action against him 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 him 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 any investigation or other proceeding which might lead to legal action against the employee.
- (4) When information first becomes known to the employee in the light of which it is a reasonable assumption that the employee would conclude that he might be the object of legal action.
- (5) When the employee receives notice of any legal proceeding of any nature or kind

### 33.5 Copies of Agreement

- (a) Copies of the Agreement will be printed for distribution to each employee. The cost of such printing and distribution shall be borne equally by the parties.
- (b) The cover of the Agreement shall read as follows:

SEVENTH COLLECTIVE AGREEMENT  
between the  
EMCON SERVICES INC.  
(Contract Area 9)  
and the  
B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION  
Effective from November 8, 2011 to October 2, 2018

- (c) All shall be printed in a union shop and shall bear a recognized union label. The Agreement shall be in pocket size format (agreements 4" x 6").
- (d) The Employer will provide copies of the printed Agreement within 90 days of the signing. Ninety days may be waived in extenuating circumstances.

### 33.6 Travel Advance

Employees who are required to proceed on travel status, shall be provided with an adequate travel advance. The amount of advance will be determined by such factors as time away from headquarters 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	Preference in Vacation
Rotation of Shifts	Training Courses
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 Order**

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 site for employee parking. At newly constructed employer owned yards, adequate plug-in will be available for employees.

### **33.10 Private Vehicle Damage**

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

### **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 seventy-five dollars (\$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 eye wear.

### **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, or by mutual agreement of the parties.

### **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 his former position.

**33.15 Work Assignments by Seniority**

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

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

This Agreement shall be binding on the parties hereto and shall be effective from the date of signing and remain in effect to midnight, October 2, 2018.

**34.2 Notice to Bargain**

- (a) This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after August 1, 2018, but in any event not later than midnight August 31, 2018.
- (b) Where no notice is given by either party prior to August 31, 2018 both parties shall be deemed to have given notice under this article on August 31, 2018.
- (c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the General Manager.
- (d) Where a party to this Agreement has given notice under Clause 34.2, 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.

**34.3 Change in Agreement**

Any change deemed necessary in this Agreement may be made by mutual agreement at any time during the life of this Agreement. Such agreed changes shall be incorporated into this Agreement as an addendum.

**34.4 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 British Columbia is hereby excluded.

**34.5 Joint Orientation**

Within 90 days of ratification of this Agreement, a joint orientation session, maximum length of four hours duration in each site, involving all shop stewards, bargaining committee members and supervisory personnel, shall be held in each contract area, 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:**

\_\_\_\_\_  
Darryl Walker  
President

\_\_\_\_\_  
Frank R. Rizzardo  
President & General Manager

\_\_\_\_\_  
Mike Prystae  
Bargaining Committee Chairperson

\_\_\_\_\_  
Ken Lawson  
Division Manager

\_\_\_\_\_  
Dave Boughton  
Bargaining Committee Member

\_\_\_\_\_  
Tammy Smyth  
Personnel Manager

\_\_\_\_\_  
James Kastrukoff  
Bargaining Committee Member

\_\_\_\_\_  
Gary Bennett  
Staff Representative – Negotiations

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

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

**PART I- SHORT-TERM ILLNESS AND INJURY PLAN**

**1.1 Eligibility**

- (a) Regular employees shall be covered by the Short-Term Illness and Injury Plan 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 seventy-five percent (75%) pay in anyone 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 day's entitlement, at seventy-five percent (75%) pay, and the remainder of the 15 weeks at two-thirds of pay, not to exceed a maximum weekly benefit of two hundred ten dollars (\$210) or the UIC maximum weekly sickness benefit, whichever is higher.
- (d) Notwithstanding (a), (b) and (c) above, where a regular employee is on a claim recognized by the Worker's Compensation Board while the employee was on the Employer's business, he shall be entitled to leave at the Workers' Compensation Board rate of compensation up to a maximum of 152 days for any one claim, in lieu of benefits as outlined in Section 1.2. In such cases, the compensation payable by the Worker's Compensation Board shall be remitted to the Employer.
- (e) Pay for a regular part-time employee under this plan shall be based on his part-time percentage of full-time employment at date of present appointment.

**1.2 Short-Term Plan Benefit**

- (a) In the event an employee is unable to work because of illness or injury he will be entitled to a benefit of seventy-five percent (75%) of pay, commencing on the second (2<sup>nd</sup>) consecutive workday of each absence, and not to exceed six months from the date of absence (short-term plan period). In the event the employee is hospitalized during the one day waiting period, the seventy-five percent (75%) STIIP payment will commence with the first (1<sup>st</sup>) workday of the absence for which he is hospitalized.
- (b) The seventy-five percent (75%) benefit may be supplemented in quarter day increments by the use of the following in descending order:
  - (1) Compensatory time off (CTO).
  - (2) Banked earned time off (ETO), excepting where scheduled in a shift schedule.
  - (3) 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 update 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 Long-Term Disability benefits.
- (d) An employee in receipt of short-term disability benefits shall participate in proactive efforts (involving himself, his Physician, the Employer, the Carrier and the Union) to return to the productive workforce as early as possible. Participation in medically approved rehabilitative or alternate duty employment is a requirement in order to maintain entitlement on the Short-Term Disability Plan.

### 1.3 Recurring Disabilities

- (a) Employees who return to work after being absent because of illness or injury and within five consecutive scheduled days of work again become unable to work because of the same illness or injury are considered to still be within the original short-term plan period as defined in Clause 1.2(a).
- (b) Employees who return to work after being absent because of illness or injury and within five consecutive scheduled workdays again become unable to work because of a new illness or injury unrelated to the illness or injury that caused the previous absence shall be entitled to a further seven months of benefits under this plan.
- (c) Employees who return to work after being absent because of illness or injury, and after working five or more consecutive scheduled days of work, again become unable to work because of the same illness or injury will be entitled to a further seven month period of benefits under this plan, except as provided in (d) below, where the short-term plan period shall continue to be as defined in Clause 1.2(a).
- (d) Where an employee is returning to work after a period of illness or injury and where the Joint Committee pursuant to Article 7 has approved such return on a trial basis for assessment and/or rehabilitation purposes, the short-term plan period shall continue to be as defined in Clause 1.2(a). Such trial period must be approved during the period the employee is receiving short-term benefits, however, the end of the trial period can go beyond the short-term plan benefit period.
- (e) Employees who return to work after a period of illness or injury and who do not work the same number of hours that were scheduled prior to the illness or injury shall receive prorated benefits under this plan, however, not beyond seven calendar months from the initial date of absence as defined in Section 1.2(a), if absence is due to the same illness or injury.

### 1.4 Doctor's Certificate of Inability to Work

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

- (a) A medical practitioner qualified to practise in the province of BC, or
- (b) Where necessary, from a medical practitioner licensed to practise in the province of Alberta or the Yukon, or
- (c) The consulting physician to whom the employee is referred by the medical practitioner in (a) or (b) above, providing medical evidence of the employee's inability to work in any of the following circumstances:
  - (1) Where it appears that a pattern of consistent or frequent absence from work is developing.
  - (2) Where the employee has been absent for six 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

Short-term benefits will be reduced by all other disability income benefits to which the absent employee is entitled except disability income which was being received prior to the illness or injury resulting in the

employee being absent from work and which is unrelated to the illness or injury causing the current absence and the one and one-quarter (1¼) 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 Unemployment Insurance sickness benefits and Workers' Compensation Board 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) One hundred percent (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 his total monthly income.

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

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

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

Benefits will not be paid when an employee is:

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

Notwithstanding (g) above where an illness or injury occurs during a period of approved 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, the Short-Term Plan will be effective from the date of disability due to illness or injury and benefits will be paid for the balance of

the seven 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 his 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 UIC Premium**

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

### **1.10 Benefits Upon Layoff or Separation**

(a) Subject to (b) and (c) below, regular employees who have completed three months of service and who are receiving benefits pursuant to Section 1.1(c), 1.1(d), or 1.2 shall continue to receive such benefits upon layoff or separation until the termination of the illness or until the maximum benefit entitlement has been granted, whichever comes first, if the notice of layoff or separation is given after the commencement of the illness for which the benefits are being paid.

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

## **PART II – LONG-TERM DISABILITY PLAN**

### **2.1 Eligibility**

(a) Regular full-time employees shall be covered by the Long-Term Disability 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 he would otherwise have become eligible for coverage under the Plan will not be eligible for coverage until the date the employee returns to active employment.

(c) Coverage in the plan is a condition of employment.

### **2.2 Long-Term Disability Benefit**

In the event an employee, while covered under this plan, becomes totally disabled as a result of an accident or a sickness, then, after the employee has been totally disabled for six months, including



periods approved in Section 1.3(a) and (c), he 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 Section 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 the sum of:
  - (1) Effective upon ratification sixty-eight and three-tenths percent (68.3%) of the first twenty-two hundred dollars (\$2200) of monthly earnings and  
  
Fifty percent (50%) of the monthly earnings above twenty-two hundred dollars (\$2200).

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

The basic monthly earnings as at the date of disability shall be the salary in effect for the last month of the short-term plan period, or equivalent 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 short-term plan period, or an equivalent six month period.

- (c) The Long-Term Disability benefit payment will be made so long as an employee remains totally disabled in accordance with Section 2.3, and will cease on the date the employee recovers, or at the end of the month in which the employee reaches age 65, or dies or otherwise loses his employment status, whichever occurs first.
- (d) An employee in receipt of Long-Term Disability 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 Joint 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 Long-Term Disability 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 his 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 seventy-five percent (75%) of the current rate of pay of their regular occupation at date of disability will not be considered totally disabled and will therefore not be eligible for benefits under this Long-Term Disability Plan.
- (b) Total disabilities resulting from mental or nervous disorders are covered by the Plan in the same manner as total disabilities resulting from accidents or other sicknesses, except that an employee who

is totally disabled as a result of a mental or nervous disorder and who has received 24 months of Long-Term Disability Plan benefit payments must be confined to a hospital or mental institution or where they are at home, under the direct care and supervision of a medical doctor, in order to continue to be eligible for benefit payments.

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

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

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

The rehabilitative employment of a disabled employee will continue until such time as the employee's earnings from rehabilitative employment exceed eighty-five percent (85%) of the employee's earnings at the date of disability but in no event for more than 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 his doctor and the Employer, then the regular monthly benefit from the Plan will be reduced by one hundred percent (100%) of such earnings.

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

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

## **2.4 Exclusions from Coverage**

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

- (a) War, insurrection, rebellion, or service in the armed forces of any country after the commencement of this plan.
- (b) Voluntary participation in a riot or civil commotion except while an employee is in the course of performing the duties of his 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 Long-Term Disability benefits from this Plan if his 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 he has completed 12 consecutive months of service after the date of hire during which time he has 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 him to be eligible to receive benefits from this Plan, the benefits from this Plan will be reduced by one hundred percent (100%) of such other disability income.

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

- (a) Any amount payable under the *Workers Compensation Act* or law or any other legislation of similar purpose.
- (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 he would be entitled if his 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) One hundred percent (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 his total monthly income.

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

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

## **2.7 Successive Disabilities**

If, following a period of total disability with respect to which benefits are paid from this Plan, an employee returns to work on a full-time basis for a continuous period of six 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 he 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 his 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 Long-Term Disability Plan is terminated, the benefit payments shall continue to be paid in accordance with the provisions of this Plan to disabled employees who become disabled while covered by this Plan prior to its termination.

## **2.10 Contributions**

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

## **2.11 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**

Long-Term Disability claims will be adjudicated and paid by a claims-paying agent to be appointed by the Employer. In the event a covered employee disputes the decision of the claims-paying agent regarding a claim for benefits under this Plan, the employee may arrange to have his 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 he is not receiving pay or benefit allowance. During the waiting period an employee will continue to be covered by group life, extended health, dental and medical plans.

## **2.13 Physical Examination**

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

## **2.14 Canadian Currency**

All monies payable to or from this plan shall be payable in 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 the Master 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 three percent (3%), whichever is less.

## **PART III- REHABILITATION**

In the event that a regular employee becomes incapacitated through accident or sickness and he is unable to perform all the duties of his 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 his own occupation as defined in Clause 2.3(a) of the Long-Term Disability 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 Joint 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.
- (3) If no to (2) above the Committee may, based on the assessments, implement the necessary training to place the employee in rehabilitative employment.
- (4) Where the employee is considered capable of performing alternative employment or once the employee has successfully concluded rehabilitative employment and is able to perform the duties of a gainful occupation, he shall be subject to Article 13 of this Agreement excluding displacement options pursuant to Clause 13.4.

**APPENDIX 2**  
**Classification and Rates of Pay**

**Contract Area 9**

CLASSIFICATION SERVICES		Wage Bonus	COLA*	COLA*	COLA*	COLA*	COLA*
	Current	Nov 8/13	Nov. 8/14	Nov. 8/15	Nov. 8/16	Nov. 8/17	Nov. 8/18
<b>ENGINEERING</b>							
Engineering Aide 1	22.39	Wage Bonus	COLA	COLA	COLA	COLA	COLA
Engineering Aide 2	23.95	Wage Bonus	COLA	COLA	COLA	COLA	COLA
Engineering Aide 3	27.15	Wage Bonus	COLA	COLA	COLA	COLA	COLA
Engineering Assistant	28.60	Wage Bonus	COLA	COLA	COLA	COLA	COLA
<b>STORES</b>							
Auto Partsperson	24.29	Wage Bonus	COLA	COLA	COLA	COLA	COLA
TJ Ind Warehouseworker	26.49	Wage Bonus	COLA	COLA	COLA	COLA	COLA
TL Ind Warehouseworker	27.15	Wage Bonus	COLA	COLA	COLA	COLA	COLA
TS Ind Warehouseworker	27.89	Wage Bonus	COLA	COLA	COLA	COLA	COLA
Stockworker 1	21.82	Wage Bonus	COLA	COLA	COLA	COLA	COLA
Stockworker 2/Yardworker	23.95	Wage Bonus	COLA	COLA	COLA	COLA	COLA
<b>GARAGE</b>							
TJ Autobody	29.02	Wage Bonus	COLA	COLA	COLA	COLA	COLA
TL Autobody	29.78	Wage Bonus	COLA	COLA	COLA	COLA	COLA
Mechanics Helper	23.95	Wage Bonus	COLA	COLA	COLA	COLA	COLA
Mechanic 1	27.15	Wage Bonus	COLA	COLA	COLA	COLA	COLA
TJ Heavy Duty Mechanic	29.39	Wage Bonus	COLA	COLA	COLA	COLA	COLA
TL Heavy Duty Mechanic	30.16	Wage Bonus	COLA	COLA	COLA	COLA	COLA
TS Heavy Duty Mechanic	30.97	Wage Bonus	COLA	COLA	COLA	COLA	COLA

CLASSIFICATION SERVICES		Wage Bonus	COLA*	COLA*	COLA*	COLA*	COLA*
	Current	Nov 8/13	Nov. 8/14	Nov. 8/15	Nov. 8/16	Nov. 8/17	Nov. 8/18
TSS Heavy Duty Mechanic	31.82	Wage Bonus	COLA	COLA	COLA	COLA	COLA
TJ Welder or W/Fabricator	29.39	Wage Bonus	COLA	COLA	COLA	COLA	COLA
<b>BRIDGES</b>							
Bridge Labourer	23.95	Wage Bonus	COLA	COLA	COLA	COLA	COLA
Bridgeworker 1	25.05	Wage Bonus	COLA	COLA	COLA	COLA	COLA
Bridgeworker 2	25.73	Wage Bonus	COLA	COLA	COLA	COLA	COLA
Bridgeworker 3	27.02	Wage Bonus	COLA	COLA	COLA	COLA	COLA
TJ Bridgeworker	28.60	Wage Bonus	COLA	COLA	COLA	COLA	COLA
TL Bridgeworker	29.39	Wage Bonus	COLA	COLA	COLA	COLA	COLA
TS Bridgeworker	30.16	Wage Bonus	COLA	COLA	COLA	COLA	COLA
TJ Carpenter	29.78	Wage Bonus	COLA	COLA	COLA	COLA	COLA
<b>ROADS</b>							
Foreman 1	27.89	Wage Bonus	COLA	COLA	COLA	COLA	COLA
Foreman 2	28.60	Wage Bonus	COLA	COLA	COLA	COLA	COLA
Foreman 3	29.39	Wage Bonus	COLA	COLA	COLA	COLA	COLA
Foreman 4	30.15	Wage Bonus	COLA	COLA	COLA	COLA	COLA
Labourer or Flagperson	23.95	Wage Bonus	COLA	COLA	COLA	COLA	COLA
Equipment Operator 1	24.56	Wage Bonus	COLA	COLA	COLA	COLA	COLA
Equipment Operator 2	25.83	Wage Bonus	COLA	COLA	COLA	COLA	COLA
Equipment Operator 3	27.15	Wage Bonus	COLA	COLA	COLA	COLA	COLA
Sign Maintenance Worker	26.49	Wage Bonus	COLA	COLA	COLA	COLA	COLA

Effective MCAD 2011 - 0%

Effective MCAD 2012 - 0%

Effective MCAD 2013 - Wage Bonus as Follows:

Regular Employees - \$1,200.00

FTE Aux. Employees - \$1,200.00

Auxiliary Employees (501 hrs - < FTE hrs) - \$500.00

Auxiliary Employees (150 hrs - < 500) hrs) - \$250.00

Effective MCAD 2014 - the Labour Component of the Annual Price Adjustment (COLA)\*

Effective MCAD 2015 - the Labour Component of the Annual Price Adjustment (COLA)\*

Effective MCAD 2016 - the Labour Component of the Annual Price Adjustment (COLA)\*

Effective MCAD 2017 - the Labour Component of the Annual Price Adjustment (COLA)\*

Effective MCAD 2018 – the Labour Component of the Annual Price Adjustment (COLA)\*

\* The Labour Component of the Annual Price Adjustment (COLA), as described in LOU #2 or 0%, whichever is higher.

Note: Wage Bonus will be calculated based on earned Auxiliary Seniority Hours in the 365 (three hundred and sixty five) days prior to signing of the Provincial Memorandum (February 27, 2012).

### APPENDIX 2(A) Auxiliary Rates of Pay

All new hired auxiliary employees will be subject to graduated wage rates equivalent to the following rates of the established wage rates as set out in Appendix 2.

- Eighty percent (80%) of the wage rate for the first (1<sup>st</sup>) 500 hours
- Eighty-five percent (85%) of the wage rate for 501 to 1000 hours.
- Ninety percent (90%) of the wage rate for 1001 to 1500.
- Ninety-five percent (95%) of the wage rate for 1501 to 2000
- Full rate of pay thereafter.

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

### APPENDIX 3 Rates of Pay for Trade Apprentices

#### Two-Year Apprenticeship Program

1 <sup>st</sup> year	Sixty-five percent (65%) of certified journeyman rate.*
2 <sup>nd</sup> year	Ninety percent (90%) of certified journeyman rate.

#### Three-year Apprenticeship Program

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

#### Four-Year Apprenticeship Program

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

#### Apprenticeship Five-year Program

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

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



## APPENDIX 4 Board and Lodging and Relocation Expenses

### Definitions

For the purpose of these regulations:

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

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

"*Reasonable amount of property*" where an employee elects to purchase a dwelling house on a piece of property that would not be considered a "*reasonable amount*" (i.e., hobby farm, 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 I - 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 twenty-five dollars (\$25) per night.
- (3) Three dollars (\$3) 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 Subsection (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 twenty-eight dollars and fifty cents (\$28.50) 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 absence, approved Workers' Compensation Board 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 Workers' Compensation Board 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 fifty percent (50%) of the per diem living allowance will be payable where the Employer is unable to supply board but lodging is supplied.

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

- (i) Where employees are temporarily assigned away from designated headquarters and are on travel status or supplied with free board and lodging.
- (ii) Where employees are on annual holidays, banked holidays, or compensatory time off with pay; for the purposes of calculating the allowance, holiday, or compensatory time off will be considered to commence on the first working day of 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 II - RELOCATION EXPENSES**

### **2.1 Policy**

(a) Relocation expenses will apply:

(1) To employees who have to move from one headquarters or geographic location to another after completing their probation period and after winning 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 three thousand dollars (\$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 four thousand five hundred dollars (\$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 forty thousand dollars (\$40,000).

(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 his 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.

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 4(A) Successorship**

The Employers will join with the Union and the Ministry of Transportation in a consultative process to explore how successorship might be extended into the next round of maintenance agreements. The parties will begin discussions no later than February 1, 2016, and will report out no later than 24 months prior to the expiry of the maintenance agreements.

**APPENDIX 5**  
**Sick Bank 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 Superannuation Branch (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:

Numbers Per Contract Area

<b>Position Description</b>	<b>09</b>	<b>Corporate</b>
General Manager	--	01
Roads Superintendents	05	
Area Supervisors or Trainees	02	
Bridge- Superintendent	01	
Mechanical Superintendent	01	01
Purchasing Coordinator	--	01
Comptroller	--	01
Clerk-Steno - Confidential	01	01
Operations Manager	01	
Payroll/Personnel Administrator	01	01
Manager/Finance and Administration	--	01
Administrative Assistant/Finance	01	01
Administrative Assistant.	--	01
Costing Clerk/Estimator	--	01
Quality Control Manager	02	01
Division Manager	01	

**APPENDIX 7**  
**Agreement with Arbitrator**

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

**APPENDIX 8**  
**Auxiliary and Post 65 Health Spending Account (HSA)**

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 expenses.

HSA's are administered in accordance with Canada Revenue Agency guidelines.

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

*Plan Limitations:*

- Effective on the date of ratification the Employer will deposit the Health and Welfare in-lieu allowance, in accordance with the provisions of Clause 32.3 of the current Collective Agreement, into the employee's individual Health Spending Account each pay period (also referred to as HSA credits).
- The Health Spending Account balance (HSA credits) will show on the employee's biweekly pay statement.
- The initial HSA credits will be updated with the insurer on July 6, 2012.
- HSA credits will be updated with the insurer at the end of each month, and will include all earned credits within the month up to the last completed pay date. Credits will be available to employees for eligible expenses the first of the following month.
- All administration costs will be borne by the Employer.
- 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.
- Any expenses not submitted in the calendar year they are incurred, must be submitted within the first 60 days of the following year.
- Any unused HSA credits at the end of each calendar year will be rolled over into the next calendar year.
- Unused credits may be rolled over for one (1) year. Unused credits will be paid out by the Employer, subject to applicable taxes. At the employee's request these unused HSA credits may be direct deposited to the employee's RRSP or Pension Plan in accordance with CRA (without withholding tax).
- Employees on layoff will have 10 months from their layoff date to submit any eligible expenses. Any unused HSA credits will be paid out by the Employer.

- Upon termination of employment HSA credits will remain active for 60 days, to allow for any in-process claims to clear. After an additional 60 days, any unused HSA credits will be paid out by the Employer.
- Medical Services Plan premiums are not an eligible expense as per CRA requirements.

*Eligible Expenses:*

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*.

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

*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.

*Vision:*

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

*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.

*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.

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

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

*Definitions:*

- Dependant means: Your spouse, legal or common-law.
- A common-law spouse is a person who has been living with you in a conjugal relationship for at least 12 months.
- 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.
- HSA means Health Spending Account.
- CRA means Canada Revenue Agency.
- HSA credits- 1 HSA credit equals 1 Dollar.

### **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 any professional in that he is, by law, required to have specialized skills, abilities, and knowledge to carry out the duties and responsibilities of his 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, however:

(a) Where an employee, who is required to hold a valid Driver's Licence as a condition of employment, has his Driver's Licence suspended for 15 months or less:

(1) The employee will retain his regular position within the workforce and shall be engaged in non-operator duties in which he is qualified. He shall be paid at the rate established for the duties engaged in for the period of suspension. In the event such employment does not exist, the employee may, upon the exhaustion of ETO, CTO, and vacation entitlement, apply for leave of absence without pay to cover the period - involved.

(2) A letter shall be written by the supervisor to the employee advising him of his status during the period of licence suspension. In the same letter the employee shall be warned that any further licence suspensions will result in the suspension from employment with a recommendation for dismissal.

In cases of Driver's Licence suspensions on medical grounds, each case is to be examined on its own merits, including referral to the Joint Labour-Management Committee. In determining any action with regard to the employee concerned, the recommendations of the Joint Labour-Management Committee must be taken into consideration.

(3) On the second occurrence of licence suspension, as indicated above, action shall be taken to dismiss the employee for just cause in that he is 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 his 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 serving his initial probationary period (new employee), a Driver's Licence suspension will result in the recommendation being made for his rejection.



**MEMORANDUM OF UNDERSTANDING 1****1.1 Annual Hours of Work**

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

**1.2 Table Of Recognized Workday Lengths And Shift Patterns**

Lengths and Shift Patterns

Length of Scheduled Workdays	Shift Pattern	No. of Workdays	Surplus or Shortage	No. of days of rest	Stat Holidays	No. of Stat Holiday/Shutdown	Stat Holiday/Lieu Days
7 hrs 30 mins	5:2	249	0	104	Shut Down	12	-
8 hrs. 3 mins.	5:2/5:2 /4:3	232	0	121	Shut Down	12	-
8 hrs. 22 mins	5:2/4:3	223	0	130	Shut Down	12	-
9 hrs. 29 mins	4:3	197	0	156	Shut Down	12	-
9 hrs. 53 mins.	5:4	189	0	164	Shut Down	12	-

The parties agree to amend the existing table of work schedules to reflect the agreed to changes in MOU 1, 1.1 above.

\*\*\* Schedules and shift patterns, other than those above, may be developed and implemented by the Joint Labour Management Committee.

\* Note: Schedules based on 40 hour workweek to be added to correspond with MOU 6.

**1.3 Earned Time Off (ETO)**

Subject to mutual agreement, nothing in this Agreement prohibits the implementation of a modified workday or work schedule that would allow employees to work longer than the daily hours established in the existing work schedule. The maximum length of any workday under this provision shall be 12 hours and it shall not apply on a day of rest. Any hours worked under this provision shall be at straight-time rates and the earned time off shall be scheduled pursuant to Clause 14.11.

**MEMORANDUM OF UNDERSTANDING 2****Pension Plan**

1. The Employer agrees to remain a contributing employer to the pension fund of the BCGEU Plan on behalf of all bargaining unit members. In addition, the Employer agrees to remain a contributing employer to the pension fund of the Manulife Plan for employees in Merritt Seniority Block.

2. (a) All eligible employees covered by this Agreement shall participate in a Plan as per (1) above.

(b) "Eligible employees" for the purposes of the above includes all regular employees, auxiliary employees pursuant to Clause 31.1(b), and those employees as provided for in the *Benefits Standards Act* of British Columbia who are eligible, on application, "after completing two continuous years of employment with the Employer with earnings of not less than thirty-five percent (35%) of the year's maximum pensionable earnings as annually determined by Revenue Canada in each of two consecutive calendar years".

(c) auxiliary employees eligible for participation as per (b) above will be effective at date of signing or April 30, 1997, whichever comes first.

3. The employer contribution to the pension plan shall be seven percent (7%) of each regular employee's gross pay. Gross earnings for the purpose of this article shall be defined as the sum of basic wages, STIIP payments, Workers' Compensation Board payments made by the Employer and substitution pay.

The Employer will also deduct from each regular employee's basic pay (earnings) six percent (6%), based on a 37½ hour week, and remit that together with the Employer's required contribution on behalf of each regular employee to the respective pension fund in (1) above.

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

5. The Pension Plan is an approved Plan in relation to the Superannuation Commission of the Province of British Columbia.

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

7. In the event that Emcon Services Inc. ceases operations of highway and bridge maintenance, vesting will be automatic for all employees.

8. Any employee who terminates employment and is re-employed by Emcon Services Inc. within 180 days of termination, will have the period of absence treated as an unpaid leave of absence for the purposes of the Plan.

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

10. Employees who participate in the Pension Plan shall have the opportunity to make voluntary contributions up to the allowable maximums as amended annually by Revenue Canada.

11. All employee and employer contributions shall be remitted to the Pension Plan no later than the tenth (10<sup>th</sup>) day of the subsequent calendar month. In the event that pension contributions are not remitted as above, such that the contributions are more than two weeks late, the Employer will include a delinquency payment of two percent (2%) per month, compounding 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. The Pension Remittance Report submitted by the Employer shall be sent on a computer disc in an excel spreadsheet.

### MEMORANDUM OF UNDERSTANDING 3 Seniority Blocks

#### 1) Seniority Blocks

##### Contract Area 9

Grand Forks

\*Midway

\*Birchbank

Beaverdell

\*Note: Seniority block will remain as per 1999 collective agreement until new yard is completed in 2001 or later.

#### 2) Seniority Blocks - Expansion of Operation

It is mutually agreed by the parties that, where operational changes or expansion in the Employer's enterprises result in a new area of operation, the parties shall meet to determine whether a new seniority block has occurred. If this issue and its effect on the application of other provisions in this Agreement cannot be mutually agreed upon, then the matters may proceed to arbitration pursuant to Article 9. This clause is not intended to supersede the provisions of Section 35 of the *Labour Relations Code*.

#### 3) Seniority Blocks - Assignment of Work

Foremen area boundaries, as established prior to this Agreement, shall generally determine the geographic jurisdiction of EO work groups. However, the parties recognize that situations of an operational or emergency nature may arise where work jurisdictions may necessarily cross over.

(a) 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.

(b) 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 cross-overs shall not be a violation of this Agreement provided that it does not result in layoff or an auxiliary currently working in the area crossed into.

(c) 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.

#### 4) Seniority Block Descriptions

For ease of referral only Seniority Blocks are geographically defined as follows:

**Grand Forks:** Includes locations surrounding Grand Forks with the eastern boundaries on Highway 3 to Paulsen Bridge and Santa Rosa Road from Highway 3 to Mile 15. The western boundary Highway 3 to the Wall and Phoenix Road from Highway 3 to Cenotaph. The southern boundaries are at Carson Customs on Highway 41 and at Cascade Customs on Highway 395. The northern boundary is at 30 mile on North Fork Road.

**Beaverdell:** Includes locations surrounding Beaverdell with the northern boundary on Highway 33 at 42 km and the southern boundary at 35 km on Highway 33 to the Westbridge Store.

**Midway:** Includes locations surrounding Rock Creek with the Western boundary on Highway 3 from Ingram Bridge to 9 Mile Pit (Anarchist) and the Northern boundary on Highway 33 from Rock to Westbridge, on Highway 43, Christian Valley from Westbridge to 59 km and Highway 3 on Highway 135 to Mt. Baldy and 6 km along Camp McKinney Road. Also includes locations surrounding Greenwood with the Eastern boundary at Phoenix Road and the Western Boundary at Ingram Bridge.

**Birchbank:** Includes locations surrounding Rossland with the Eastern boundary from the end of the Trail Bridge to the Genelle Oasis, Rivervale and Casino. The Western boundary to Patterson Border and to the west end of the Paulson Bridge. Also includes locations surrounding Fruitvale East of the Trail Bridge to the junction to Bombi Highway 3 and Highway 22A to Waneta Border. Also includes locations surrounding Castlegar with the Western boundary at Nancy Greene, South to Genellele Bluffs and North to Brilliant Dam. The area also includes from Castlegar to Pass Creek to end of New Bridge from Robson to Castlegar, as well as Upper and Lower Ootichenia, Robson Raspberry, Brilliant, Blueberry Creek and Fairview China Creek. The area does not include between Syringa Park and Deer Creek road or any part of the Castlegar side interchange.

#### **MEMORANDUM OF UNDERSTANDING 4** **Minimum Accommodation Standards for Camps**

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

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

#### **MEMORANDUM OF UNDERSTANDING 5** **Contracting In - Project Work**

Project work shall not be compulsory and shall be offered equitably within each contract area to employees within the parameters established below:

(a) Project work arising within existing seniority blocks shall be offered within the seniority block sequentially to qualified regular employees, qualified regular employees on layoff, qualified working auxiliary employees, and qualified auxiliary employees awaiting recall. Such work shall next be offered equitably, in the same sequence, to qualified employees in other seniority blocks and such employees shall accrue seniority in their regular seniority block where they accept the project assignment.

(b) Project work arising in locations outside of existing seniority blocks will be consistent with the following:

(1) The Employer will determine what positions will be offered to existing employees (generally Project Supervisors, specialized existing Equipment Operators) and those positions will be equitably offered in the same manner as set out in (a) above to qualified employees irrespective of their seniority block. Where employees accept such work, they will be considered on travel status and with travel time considered time worked for overtime purposes.

The Employer may determine the means of such travel. These employees will accrue seniority in their regular seniority block.

- (2) All other positions will be offered first to existing regular and auxiliary employees, with seniority and qualifications a determining factor. Where employees accept such work, they shall be temporarily assigned to the project location. The Employer shall make every effort to provide transportation to and from the project location as required; however, no other expenses will normally be paid. These employees will accrue seniority in their regular seniority block.
- (c) Any positions not filled through the application of (a) and (b) above will be filled through local hires who shall be governed by the auxiliary terms and conditions of this Agreement (Article 31). It is understood that a temporary seniority block is created for the duration of the project.
- (d) Where layoffs in relation to such work occur, it is agreed that:
  - (1) In the case of project work arising pursuant to Clause (a) above, employees from seniority blocks other than that within which the work occurred shall be laid off, by classification, in reverse order of seniority, before employees from the seniority block are affected, providing the remaining staff is qualified to perform the remaining work.
  - (2) In the case of project work arising pursuant to Clause (b) above, layoff will be by classification in reverse order of overall service seniority. In all cases, auxiliary employees will be laid off before regular employees provided the regular employee is qualified to perform the remaining work.
- (e) Where project work resumes after a temporary shutdown, this work shall not be required to be re-posted, but shall resume with the workers who were originally selected via posting process set out in Clauses (a) and (b) above, provided they are available.
- (f) Employees shall not be required to layoff during regular hours to equalize hours worked on projects.
- (g)
  - (1) The parties agree that employees on project work will have the option of working extended hours, at regular rates of pay, up to the equivalent of a 2080 hour annual work schedule which is equivalent to an average of 40 hours per week.
  - (2) The established project workday will be selected from the list of scheduled workdays as per Memorandum of Understanding 1 (Table to be modified).
  - (3) Except for hours of work as modified by this memorandum, all provisions of the Collective Agreement shall apply.

#### **MEMORANDUM OF UNDERSTANDING 5(A)**

The Employer and the Union shall endeavour and 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. It will be a requirement that the applicable union member be a party to the bid development such that the amendments to the Collective Agreements can be implemented. Some of the considerations for implementation are included in MOU 5, which is a guide. The intended outcome is to achieve an increase in outside work without impacting ongoing maintenance costs. This clause is only in effect for a trial period of two years and will expire unless extended by the parties.

**MEMORANDUM OF UNDERSTANDING 6**  
**Non-Trades Performing**

When the Employer requires trade qualified employees who do not occupy a trade qualified position to perform duties outside the scope of their classification, which requires certification within the scope of a trade qualified position, the employees will be paid a premium of five dollars (\$5) per hour up to the rate for an applicable trade journeyman in Appendix 2.

**MEMORANDUM OF UNDERSTANDING 7**  
**Bridge Inspection Truck (Snooper)**

The parties have agreed that the bridge inspection vehicle (snooper truck) with a home base in Tappen, BC will be available to use and operated by a TJB in the bargaining unit, for work in Area 9. Provided that the mobilization to and from its home base and work location will be at all times, at straight-time.

**MEMORANDUM OF UNDERSTANDING 8**

The Employer will sign a Letter of Intent confirming its intention to accept five-year maintenance agreement extensions upon being offered by the Ministry (attached).

**MEMORANDUM OF UNDERSTANDING 9**  
**Bridge Crew Scheduling**

One TL Bridgeman will be assigned to road/bridge crew duties on the first shift in Grand Forks. All others will be scheduled as per Article 15.6(d).

**MEMORANDUM OF UNDERSTANDING 10**  
**Outstanding Grievances**

The parties agree to review all outstanding grievances by April 24, 2012 and to withdraw those grievances which should be resolved on the basis of the changes contained in this Memorandum.

**MEMORANDUM OF UNDERSTANDING 11**  
**Collective Agreement Re-Opener**

The parties agree the Collective Agreement will be re-opened on October 1, 2016 to negotiate changes to the following articles:

- Article XX - Bargaining Unit
- Article 24 - Contracting Out/Contracting In
- Article 25 - Health and Welfare Benefit Changes

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

The parties shall have sixty (60) calendar days commencing October 1, 2016 to reach an agreement.

The parties agree that the continuation of the labour efficiencies negotiated and settled in 2002 that remain in the previous collective agreements, are secured in place for the length of the Extended Term.

All unresolved issues shall be sent to Mediator Vince Ready, or an alternate Mediator mutually agreed to by the parties, who will make recommendations within then (10) calendar days.

### **MEMORANDUM OF UNDERSTANDING 12**

#### **Dollar Sensitive Language**

The following dollar sensitive provisions, listed below, will be increased by 10% in Year 3 on the anniversary date of the Collective Agreement. In years 4, 5, 6, 7 and 8\* these same provisions will be increased by the Labour Component of the Annual Price Adjustment on the anniversary date of the Collective Agreement:

Vision, Hearing Aid, Isolation Allowance(1), Tool Allowance, Boot Allowance, Meal Allowances, Overtime Meal Allowance, Abnormal Working Condition Allowances, Training Allowance, Apprentice Allowances, Special Certificate Allowances, and Vehicle Allowances\*\*

\*Year 8 will not apply to Service Areas 2, 3, 4, 9, 12, 15 and 24

\*\*Subject to the limits established by CRA

### **MEMORANDUM OF UNDERSTANDING 13**

#### **Age 65 & Over Health and Welfare Benefits**

Effective on the date of ratification, all employees age 65 and over will receive the Health and Welfare in-lieu allowances identified in Article XX, including the 10¢/hr increase, and it will be paid directly into a Health Spending Account.

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

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

### **MEMORANDUM OF UNDERSTANDING 14**

#### **Article 25 – Health and Welfare Benefits**

The Maintenance Contractors will implement Health Spending Accounts (HSA) for Auxiliary employees. Health and Welfare in-lieu allowances will be increased by 10¢/hour effective on the date of ratification and be paid directly in to the HSA. Maintenance Contractors have different circumstances and the specific HSA details will be established at the local level. Details include the frequency of withdrawals, transfers to RRSP's, frequency of claims, co-insurance issues, and payout or retention of funds upon layoff etc.

All administration costs associated with the HSA will be borne by the Employer.

All auxiliary employees will be covered under the HSA.

Health Spending Account balances will be shown on the employee's pay statement.

Benefit payments will be limited to benefits outlined in Appendix 1 (CRA approved).

This proposal is notwithstanding any superior benefit provisions contained in local collective agreement(s).

#### **MEMORANDUM OF UNDERSTANDING 15**

##### **Date Sensitive Language**

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

#### **MEMORANDUM OF UNDERSTANDING 16**

##### **Training**

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

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

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

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

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

#### **MEMORANDUM OF UNDERSTANDING 17**

##### **Transportation Career Development Association Representative (TransCDA)**

The Maintenance Contractors will have a BCGEU representative appointed as member of transCDA and appointed to a seat on the Road Building Committee. TransCDA is the Industry Training Organization which oversees transportation industry trades and programs for the British Columbia Industry Training Authority (ITA), including Heavy Duty Mechanic, Commercial Transport Mechanic, Heavy Equipment Operator and Asphalt Paving Laydown Technician.



**MEMORANDUM OF UNDERSTANDING 18****"REVISED"****COLLECTIVE BARGAINING PROTOCOL AGREEMENT****BETWEEN:****B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION  
("BCGEU")****AND:****BC ROAD BUILDER'S AND HEAVY CONSTRUCTION ASSOCIATION  
("BCRB")***Introduction:*

The Maintenance Sector of the BC Road Builder's and Heavy Construction Association and the B.C. Government and Service Employees' Union have reviewed a formal letter addressed to the Chair of the Maintenance Sector from Grant Lachmuth, Project Director in charge of Highways Maintenance Renewal for the Ministry of Transportation and Infrastructure (MoTI). The contents of such letter provide that the Province will be offering, subject to certain requirements, five (5) year extensions to the existing highways maintenance agreements (three (3) year extensions for Service Areas 11 and 20); such extensions would, by the nature of the Collective Agreements currently in place, provide five (5) years of continued succession rights to BCGEU members (three (3) years for Service Areas 11 and 20). Without extensions, existing contracts with the MoTI will not be renewed therefore creating significant uncertainty within the maintenance contractor industry and labour succession conditions of tender, as previously mandated by the Province, will not be renewed at the end of the existing maintenance agreements.

The requirements the Province has placed on the extension offers will require written Memoranda of Agreement. All but one (1) collective agreement in the Industry is with the BCGEU. There is one (1) local agreement with the Operating Engineers.

The Owners, representing all Highways Maintenance Contractors in the province, have unanimously voted in favour of the following:

*"that a subcommittee, consisting of Sandi Paulson (Argo), Doug Bjornson (Mainroad), Joe Wrobel (HMC), Robert Hasell (EAM), and Kevin Higgins (YRB), convene a meeting with the BCGEU for the purpose of presenting a proposal on a collective bargaining protocol and a provincial memorandum of agreement."*

The BCGEU, representing all Highways Maintenance Employees in the province, have unanimously agreed in favour of the following:

*"that a provincial bargaining committee, consisting of Jim Manson (Bargaining Council Chairperson), Mike Nuyens (Component 10 Chairperson), Aidan Carroll (LDM), Mike Prystae (Emcon), John Cantlon (YRB), Dave Maki (Mainroad), Dan O'Hanley (Argo), Rory Smith (Emil Anderson), Lloyd Glibbery (BCGEU) and Gary Bennett (BCGEU, Negotiator), convene provincial bargaining meetings with the BC Road Builder's for the purpose of creating a collective bargaining protocol and a provincial memorandum of agreement."*

*Collective Bargaining Protocol:*

A bargaining committee of Highways Maintenance Contractors will meet with the Bargaining Committee of the BCGEU, including the President of the BCGEU (or his designate), to conclude a Provincial Memorandum of Agreement which would be binding on, and form part of, each collective agreement in the Province. The Highways Maintenance Contractors Provincial Bargaining Group would be given the authority to sign a Provincial Memorandum of Agreement.

The BCGEU Bargaining Committee, for the Provincial Memorandum of Agreement, will also have full authority to sign the Provincial Agreement on behalf of all BCGEU collective agreements. Upon signing by both bargaining groups, the Memorandum of Agreement shall be a part of, and incorporated in, each individually negotiated renewed collective agreement.

After the Provincial Memorandum of Agreement is negotiated, each Contractor Company shall meet forthwith with their BCGEU Local bargaining committees with a view to concluding a collective agreement. This "*local collective bargaining*" shall be for the sole purpose of addressing specific terms and conditions applicable to that local collective agreement and shall, in no way, impact the force and effect of the Provincial Memorandum of Agreement or fail to meet the MoTI requirements. The parties shall not be able to negotiate or table any provisions which change or modify the terms of the Provincial Memorandum of Agreement.

It is understood that collective bargaining will be subject to ratification by the BCGEU membership, and the individual Contractor, in the usual manner, and upon ratification the individual renewed collective agreement, which includes the Provincial Memorandum of Agreement, shall be in full force and effect.

The Province has placed a time limit on the length of time the Offers of Extension will be open and both parties accept that time is of the essence. To be clear, the Contractors and the BCGEU have a limited amount of time to negotiate a complete collective agreement, and demonstrate compliance with all the MoTI requirements through a submission of executed Memoranda of Agreements and other documents. The MoTI has stated they will be scrutinizing each Contractor's submission to ensure complete compliance with the requirements.

If the collective bargaining is not concluded and ratified by the date set by the Province, then any new collective agreement negotiated after that date shall not contain the Provincial Memorandum of Agreement. The Contractor for that Service Area will not comply with the Extension Requirements and extensions will no longer be considered a possibility by the MoTI.

1. Negotiations will be held at dates, times and locations mutually agreed to by the parties. Any costs associated with the location (room rental, food, beverages) will be shared equally by the parties.
2. Caucus meetings may be called at any time by each party.
3. The Employers will be responsible for the lost time expenses for all union bargaining committee members for all days wherein face to face bargaining takes place. Should bargaining occur on a bargaining committee members' day of rest, the Employers will credit one (1) lieu day for use at a later date. All leaves (including the days in lieu) will be processed by the BCGEU as union paid, and invoiced to the BCRB. The days off in lieu will be scheduled by mutual agreement at the local level.
4. At the commencement of negotiations there will be a full exchange of all proposals. It is understood that these proposals may not include all detailed monetary items.
5. Local Memoranda will be addressed by individual contract area bargaining committees.
6. As proposals are agreed to they shall be signed off by the parties.

7. Each bargaining committee reserves the right to communicate directly with its constituency. Each bargaining committee agrees not to communicate directly with the constituency of the other party.
8. Neither party will discuss the status of negotiations with the media until a tentative agreement or impasse has been reached.
9. Administrative matters will be dealt with at the beginning and conclusion of each negotiation session and before or after extended breaks as required.
10. Both parties will make their best effort to ensure that no new proposals will be tabled or previously agreed to proposals resurrected unless there is valid reason to do so.
11. Should either of these Provincial Memorandum negotiations or the linked Local Memorandum negotiations be unsuccessful no protocol, proposals or agreements, created herein, will prejudice any subsequent collective bargaining. Furthermore, if the Provincial Memoranda is ratified in a Service Area and subsequently if an Extension is not secured, the Memoranda will be null and void, the Collective Agreement will be deemed to have expired, and within 30 days normal negotiations will commence pursuant to the *Labour Relations Code*.

**LETTER OF UNDERSTANDING 1**  
**Management Rights**

The Employer undertakes not to change its current practice as to duties and responsibilities of excluded supervisors as a result of the Fraser award.

Management supervisors do not operate equipment or perform bargaining unit work except as outlined in Clause 6.2 of the Agreement.

**LETTER OF UNDERSTANDING 2**  
**Labour Component of the Annual Price Adjustment (COLA)**

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

**MEMORANDUM OF AGREEMENT 1**  
**Training Proficiency for New Employees**

Whereas the Union and the BC Road Builders and Heavy Construction Association and the BCGEU have negotiated certain provisions in a Provincial Memorandum of Agreement dated February 27, 2012 related to training.

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

The parties agree as follows:

1. The Operations Manager or his designate will determine standards of competency and designate trainers to assist in doing so. The designated trainers will provide feedback to

management regarding a new employee's ability to meet the standards of competency on the following equipment:

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

**MEMORANDUM OF AGREEMENT 1(A)  
MODIFIED SUCCESSORSHIP**

**between**

**Emcon Services Inc.  
(the Employer)**

**and**

**B.C. Government and Service Employees' Union  
(the Union)**

WHEREAS the Employer has a highway maintenance contract with the Province of British Columbia to provide road and bridge maintenance services in Service Area 9, and

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

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

1. The Employer agrees that it is the successor employer, as defined in this Memorandum of Agreement for the highway maintenance contract where the Predecessor Contractor, at the time of termination of their contract, had a collective agreement with the Union, or was certified pursuant to Part 3 of the *Labour Relations Code* of British Columbia with the Union.
2. As a result of paragraph 1 above, the Employer agrees from the date of entering into this Agreement, or such other date as the parties may agree, to be bound by the terms and conditions of the Collective Agreement, except where amended by this Memorandum of Agreement, that the Predecessor Contractor had with the Union.

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

The Province of British Columbia shall withhold an amount equal to ten percent (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 British Columbia in writing of the proper amount to be held back. The monies withheld by the Province of British Columbia shall be deposited into a trust account to be administered by an independent trustee appointed by mutual agreement of the BC Roadbuilders Association and the BCGEU by October 1, 1999. The funds shall be dispersed in accordance with the grievance resolutions reached between the parties or by an appointed arbitrator. Disbursement of funds shall occur within 14 days of concluding the outstanding grievances. All outstanding grievances are

to be resolved by the mutual agreement of the parties or by arbitration within 30 days of the expiry of the maintenance contract.

10. None of the employees of the Employer will have any entitlement to severance pay under the Collective Agreement if their employment is terminated as a result of the current highways maintenance contract of the Employer being terminated and a new maintenance contract for the same service area is entered into with a new contractor who is recognized as a successor employer by the Labour Relations Board or through a Memorandum of Agreement on modified successorship that is consistent with this Agreement, and signed by the new Contractor and the Union or the maintenance contract is returned to direct government service. However, the severance pay provisions for Services Areas 2, 3 and 4 shall be governed exclusively by the terms of the Collective Agreement.
11. The Employer may require employees to take as time off, all earned CTO/ETO and lieu day entitlements prior to the expiration date of the highway maintenance contract.

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

This MOA expires on September 30, 2013.

#### **MEMORANDUM OF AGREEMENT 2 Graduated Departure Program**

Subject to mutual agreement, a regular employee shall be approved for a graduated departure program for a period of not more than two years. The graduated departure program shall allow a regular employee to take a leave of absence without pay for a period of up to three months per year. During the period of leave the Employer agrees to provide continued coverage for benefits as outlined in Clauses 25.1, 25.2, and 25.3. Any change to an agreed to graduated departure program under this clause would be subject to the mutual agreement of the parties. It is further understood that at the end of the graduated departure program the employee will be considered to have resigned.

#### **MEMORANDUM OF AGREEMENT 3 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 mandatory retirement by July 2003. In order to maintain crew integrity, selection of potential candidates will be at the Employer's discretion.

**CORE GROUP LIST RESPECTING CLAUSE 12.1(A)****a. AREA 9**

<b>Name</b>	<b>Classification</b>	<b>City</b>	<b>MM/DD/YY</b>
Planidin, Frederick	EO2	Castlegar	10/15/79
Langman, William	EO2	Birchbank	07/02/80
Chernoff, Walter	TJM	Grand Forks Shop	10/03/83
Peebles, Wyatt	RF2	Birchbank	06/02/86
Bayles, Ross	EO3	Midway	06/01/88
Woykin, Robert	EO3	Grand Forks	06/01/88
Wilson, Ray J.	EO3	Birchbank	11/03/88
Kavanagh, Frank	TLM	Birchbank Shop	04/28/89
Neigum, Jean	EO2	Beaverdell	05/16/89
Pereverzeff, Jack	EO2	Castlegar	11/01/90
Davey, Lynn	EO2	Grand Forks	01/01/91
Tereshita, Roy	TJM	Grand Forks	01/04/96
Johnson, David	EO2	Grand Forks	12/23/96
Wheaton, Wade	RF2	Grand Forks	12/23/96
Kastrukoff, James	TJB	Grand Forks	01/27/97
Santano, Ken	EO2	Castlegar	08/01/97
Neill, Peter	EO1	Birchbank	08/01/97
Champion, William	EO2	Grand Forks	03/30/98
Priede, John	EO2	Grand Forks	03/30/98
Campbell, Garry	SMM	Grand Forks	06/27/99
Boughton, David	TJM	Grand Forks	08/17/00
Reagean, Bill	EO2	Midway	12/22/00