

**COLLECTIVE AGREEMENT**

**between the**

**DIVERSITY SERVICES**

**and the**

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

**Effective from April 1, 2002 to December 31, 2005**

## TABLE OF CONTENTS

<b>DEFINITIONS .....</b>	<b>1</b>
<b>ARTICLE 1 - AGREEMENT AND SCOPE .....</b>	<b>2</b>
1.1 Purpose of Agreement .....	2
1.2 Bargaining Unit Defined .....	2
1.3 Bargaining Unit Recognition.....	2
1.4 Representation.....	2
1.5 Correspondence .....	2
1.6 Future Legislation .....	2
1.7 Singular and Plural/Gender .....	3
1.8 Basic Rights .....	3
<b>ARTICLE 2 - EMPLOYEE RIGHTS.....</b>	<b>3</b>
2.1 No Discrimination for Union Activity .....	3
2.2 Stewards .....	3
2.3 Union Insignia.....	3
2.4 Time Off for Union Business .....	3
2.5 Union Bargaining Committee .....	4
2.6 Union Bulletin Boards .....	4
<b>ARTICLE 3 - UNION SECURITY .....</b>	<b>4</b>
3.1 Membership .....	4
<b>ARTICLE 4 - UNION DUES .....</b>	<b>4</b>
4.1 Dues and Assessments.....	4
4.2 Income Tax Receipts .....	5
<b>ARTICLE 5 - EMPLOYEE RECORDS .....</b>	<b>5</b>
5.1 Access to Personnel File.....	5
5.2 Personnel File Entries .....	5
<b>ARTICLE 6 - EMPLOYER RIGHTS .....</b>	<b>5</b>
6.1 Employer Recognition .....	5
6.2 Bargaining Unit Work .....	5
<b>ARTICLE 7 - STRIKE OR LOCKOUT .....</b>	<b>5</b>
7.1 Emergency Services.....	5
7.2 Right to Refuse to Cross a Picket Line .....	6
7.3 Strike or Lockout .....	6
<b>ARTICLE 8 - GRIEVANCE PROCEDURE.....</b>	<b>6</b>
8.1 Grievance Procedure.....	6
8.2 Step 1.....	6
8.3 Step 2.....	6
8.4 Time Limit to Submit to Arbitration.....	6
8.5 Policy Grievance.....	6
8.6 Time Limits.....	7
8.7 Administrative Provisions .....	7
8.8 Technical Objections .....	7
8.9 Deviation from the Grievance Procedure.....	7
<b>ARTICLE 9 - ARBITRATION.....</b>	<b>7</b>
9.1 Notification .....	7
9.2 Pre-Arbitration Meeting .....	7
9.3 Decision of the Arbitrator.....	8

9.4	Time Limit for Decision .....	8
9.5	Costs .....	8
9.6	Expedited Arbitration .....	8
9.7	Amending Time Limits .....	8
<b>ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE.....</b>		<b>8</b>
10.1	Right to Steward .....	8
10.2	Suspension or Discharge .....	9
10.3	Probationary Period .....	9
<b>ARTICLE 11 - SENIORITY .....</b>		<b>9</b>
11.1	Seniority Defined .....	9
11.2	Seniority Blocks and Dispatch Procedure.....	9
11.3	Seniority Lists .....	10
11.4	Loss of Seniority .....	10
<b>ARTICLE 12 - PROMOTIONS AND VACANCIES .....</b>		<b>11</b>
12.1	Senior Qualified Applicant Within the Seniority Block.....	11
12.2	Trial Period .....	11
12.3	Interview Process.....	11
<b>ARTICLE 13 - HOURS OF WORK.....</b>		<b>12</b>
13.1	Work Schedules.....	12
13.2	Hours of Work .....	12
13.3	Minimum Hours.....	12
13.4	Standby Provisions .....	12
13.5	Meal Periods .....	12
<b>ARTICLE 14 - SHIFT WORK.....</b>		<b>13</b>
14.1	Definition of Shifts and Shift Premiums.....	13
14.2	Shift Premium Entitlement .....	13
<b>ARTICLE 15 - OVERTIME .....</b>		<b>13</b>
15.1	Definitions.....	13
15.2	Sharing of Overtime .....	13
15.3	Overtime Compensation.....	13
15.4	Limiting of Overtime.....	14
15.5	Callout Provisions.....	14
15.6	Overtime Records .....	14
15.7	Overtime Meal Allowance .....	14
15.8	Prescheduled Overtime.....	14
15.9	Overtime Compensation.....	15
<b>ARTICLE 16 - PAID HOLIDAYS.....</b>		<b>15</b>
16.1	General Holidays .....	15
16.2	Holiday Falling on a Workday .....	15
16.3	Christmas or New Year's Day Off.....	15
16.4	Statutory Holiday Pay.....	15
16.5	Holiday Coinciding With a Day of Vacation.....	16
<b>ARTICLE 17 - ANNUAL VACATIONS.....</b>		<b>16</b>
17.1	Vacation Pay .....	16
17.2	Annual Vacations.....	16
17.3	Vacation Credits Upon Death.....	16
17.4	Approved Leave of Absence With Pay.....	16

<b>ARTICLE 18 - SPECIAL AND OTHER LEAVE .....</b>	<b>16</b>
18.1 Bereavement Leave .....	16
18.2 Special Leave .....	17
18.3 General Leave .....	17
18.4 Maternity Leave.....	17
18.5 Parental Leave.....	17
18.6 Leave without Pay .....	18
18.7 Aggregate Leave .....	18
18.8 Return from Leave .....	18
18.9 Seniority Rights on Reinstatement .....	18
18.10 Sick Leave Credits .....	18
18.11 Extended Child Care Leave.....	19
18.12 Medical and WCB Leave .....	19
<b>ARTICLE 19 - OCCUPATIONAL HEALTH AND SAFETY.....</b>	<b>19</b>
19.1 Safety Program .....	19
19.2 Unsafe Work Conditions .....	19
19.3 Injury Pay Provision .....	19
19.4 Transportation of Accident Victims .....	19
19.5 Investigation of Accidents .....	20
19.6 Industrial First Aid Requirements and Courses .....	20
19.7 Dangerous Goods, Special Wastes, Pesticides and Harmful Substances.....	20
19.8 Radio Contact or Employee Check .....	20
<b>ARTICLE 20 - CONTRACTING.....</b>	<b>20</b>
20.1 No Contracting Out.....	20
<b>ARTICLE 21 - HEALTH AND WELFARE BENEFITS .....</b>	<b>21</b>
21.1 Medical Examination.....	21
21.2 Benefits .....	21
<b>ARTICLE 22 - EMPLOYEE EQUIPMENT AND CLOTHING.....</b>	<b>21</b>
22.1 Personal Protective Equipment .....	21
22.2 Safety Equipment.....	21
22.3 Equipment .....	21
<b>ARTICLE 23 - RATES OF PAY AND CLASSIFICATION .....</b>	<b>22</b>
23.1 Rates of Pay .....	22
23.2 Classification and Salary Assignments .....	22
23.3 Paydays .....	22
23.4 Substitution Pay .....	22
<b>ARTICLE 24 - PREMIUMS AND ALLOWANCES.....</b>	<b>22</b>
24.1 Meal Allowances .....	22
24.2 Accommodation, Board and Lodging .....	22
24.3 Vehicle Allowance.....	23
24.4 Telephone Allowance.....	23
24.5 Recertification.....	23
24.6 Training.....	23
24.7 Travel Time.....	23
<b>ARTICLE 25 - GENERAL CONDITIONS .....</b>	<b>23</b>
25.1 *Copies of Agreements .....	23
25.2 Travel Advance.....	24

<b>ARTICLE 26 - LABOUR/MANAGEMENT COMMITTEE.....</b>	<b>24</b>
<b>ARTICLE 27 - HARASSMENT .....</b>	<b>24</b>
27.1 Sexual Harassment.....	24
27.2 Personal Harassment.....	24
27.3 Harassment and Complaint Procedures .....	25
<b>ARTICLE 28 - *TERM OF AGREEMENT .....</b>	<b>26</b>
28.1 Term and Effective Date.....	26
28.2 Notice to Bargain .....	26
28.3 Agreement to Continue in Force .....	26
28.4 Changes in Agreement.....	26
28.5 Limitations .....	26
<b>*APPENDIX A - Wage Rates.....</b>	<b>28</b>
<b>*MEMORANDUM OF UNDERSTANDING 1 - Expedited Arbitration Article 9.6 .....</b>	<b>30</b>
<b>*MEMORANDUM OF UNDERSTANDING 2 - Wage Reopener .....</b>	<b>31</b>

*NOTE: Changes to clauses from the previous Agreement are indicated with an asterisk (\*).*

**DEFINITIONS**

For the purpose of this Agreement:

- (1) "*basic pay*" - means the rate of pay negotiated by the Parties to this Agreement;
- (2) "*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 duties;
- (3) "*employee*" - means a member of the bargaining unit;
- (4) "*Employer*" - means Diversity Services;
- (5) "*holiday*" - means the 24-hour period commencing at 0001 hours of a day designated as a paid holiday in this Agreement;
- (6) "*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 Articles 11 and/or 12;
- (7) "*leave of absence with pay*" - means to be absent from duty with permission and with pay;
- (8) "*leave of absence without pay*" - means to be absent from duty with permission but without pay;
- (9) "*probationary period*" - means a period of two hundred and forty (240) hours worked from date of hire, during which time the Employer shall assess suitability for continued employment;
- (10) "*promotion*" - means a change from an employee's position to one with a higher maximum salary level;
- (11) "*resignation*" - means a voluntary notice by the employee that she/he is terminating her/his service on the date specified;
- (12) "*rest period*" - is a paid interval which is included in the workday and is intended to give the employee an opportunity to have refreshment or a rest;
- (13) "*seniority block*" is that area as defined in Article 11;
- (14) "*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;
- (15) "*reasonable commute*" hour and fifteen minutes;
- (16) "*termination*" - is the separation of an employee from Diversity Services for just cause;
- (17) "*Union*" - means the B.C. Government and Service Employees' Union;
- (18) "*work crew*" is a flagging crew dispatched to work together;
- (19) "*workday*" is defined as a calendar day except that any hours worked past midnight will be deemed to have been worked on the day in which the employee's shift commenced.

## ARTICLE 1 - AGREEMENT AND SCOPE

### 1.1 Purpose of Agreement

The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union. The Parties to this Agreement share a desire to improve the quality of traffic control and safety for contractors and for the travelling public. Accordingly, they are determined to establish, within the framework provided by the law, an effective working relationship at all levels.

### 1.2 Bargaining Unit Defined

- (a) The bargaining unit shall comprise all employees of Diversity Services except, Carole Yanko.
- (b) New positions established by the Employer shall automatically be included in the bargaining unit unless specifically excluded by mutual agreement. The rates for these new positions shall be negotiated between the Parties, and resolved through the grievance procedure if necessary.

### 1.3 Bargaining Unit Recognition

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

### 1.4 Representation

- (a) 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 article, 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.
- (b) 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.

### 1.5 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 her/his designate.
- (b) The Union agrees that all correspondence between the Union and the Employer related to matters covered by this Agreement shall be sent to the owner of the Company or her designate.
- (c) The Parties agree that a copy of any correspondence between one Party and any employee in the bargaining unit covered by this Agreement pertaining to the interpretation or application of this Agreement shall be forwarded to the other Party's appropriate designate.

### 1.6 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 mutually agreeable provision to be substituted.

If mutual agreement cannot be reached, the matter may be substituted by either Party to arbitration.

### **1.7 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 and vice versa.

### **1.8 Basic Rights**

At minimum, all employees will be provided the basic rights and privileges as outlined in the Employment Standards Act except for those provisions both Parties mutually agree to waive.

## **ARTICLE 2 - EMPLOYEE RIGHTS**

### **2.1 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.

### **2.2 Stewards**

The Employer recognizes the Union's right to appoint stewards and the Union shall notify the Employer of such appointments in writing. Whenever possible, stewards shall conduct investigations of complaints and grievances, and perform other required duties outside of her/his working hours. Where a steward must attend to Union duties related to the Employer's operations during working hours, the steward shall obtain the permission of her/his supervisor prior to leaving her/his work area to attend to such duties.

### **2.3 Union Insignia**

(a) A Union member shall have the right to wear or display the recognized insignia of the Union provided it does not interfere with required safety equipment or apparel. 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 Union insignia shall be displayed in a mutually agreeable, prominent position on 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.

### **2.4 Time Off for Union Business**

(a) Subject to operational requirements, leave of absence without pay and without loss of seniority shall be granted by the Employer for:

(1) an elected or appointed Union representative to attend conventions of the Union and or bodies to which the Union is affiliated;

(2) an elected or appointed Union representative to attend to Union business which requires them to leave their general work area;

(3) for employees who are representatives of the Union on the Bargaining Committee to attend meetings of the Committee;

(4) to an employee called by the Union to appear as a witness before an arbitration board.

Such leave will be requested in writing, signed by an authorized representative of the Union not less than seventy-two (72) hours prior to the leave commencing. Such request for leave will not be unreasonably denied.

(b) Leave of absence without pay, and without loss of seniority, shall be granted to Union appointees to the Labour Management Committee.

(c) To facilitate the administration of Union leaves without pay, the leave will be given at the current rate of pay and the Union will reimburse the Employer for salary costs.

**2.5 Union Bargaining Committee**

The Employer agrees to grant leave of absence without pay and without loss of seniority for up to three (3) employees who are representatives of the Union on the Union's Bargaining Committee. Such leave will be requested in writing, signed by an authorized representative of the Union, not less than seventy-two (72) hours prior to the leave commencing. Such request for leave will not be unreasonably denied.

**2.6 Union Bulletin Boards**

Due to the nature of the business and the lack of regular point of assembly that can be used for the purposes of a bulletin board, the Employer agrees to distribute Union information and notices in conjunction with the member's paycheques. Such information shall be provided by the Area Office of the Union.

**ARTICLE 3 - UNION SECURITY**

**3.1 Membership**

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

(b) The Employer agrees to process the Union's membership application cards for new employees and to remit the application and any initiation fee to the Union with the next dues remittance. The Employer also agrees to provide each new employee with a copy of the Collective Agreement. The Union agrees to furnish Union application cards and Collective Agreements.

(c) The Employer agrees to provide a new employee with the name and phone number of her/his steward and to provide steward(s) with the name(s) of each new employee in her/his area.

**ARTICLE 4 - UNION DUES**

**4.1 Dues and Assessments**

(a) The Employer shall deduct from the wages of each employee in the bargaining unit, an amount equal to the regular dues payable to the Union by a member of the Union. As a condition of continued employment, each employee shall provide the Employer with written authorization to make such deductions.

Deductions shall be made monthly and remitted to the President of the Union no later than the 15th day of the subsequent month. The Employer shall also provide the Union with a computer diskette in computer language which shall convey the information set out below in the following format:

Social Insurance Number	Last Name and First Name	Address	Dues Amount	Gross Wages
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In addition, the Employer will provide change of address information when they receive such advice from the employee.

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

**4.2 Income Tax Receipts**

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 calendar year. Such receipts shall be provided to the employees prior to March 1 of the succeeding year.

**ARTICLE 5 - EMPLOYEE RECORDS**

**5.1 Access to Personnel File**

(a) All employees shall have reasonable access to their personnel file, and may authorize, in writing, a designated Union representative, to have access. Files may not be removed from the location where they are normally kept. The Employer agrees that it will send copies of requested material from an employee's personnel file to the appropriate Union Area Office, when access has been authorized by the employee.

(b) Prior to receiving access, the Employer shall receive two (2) days' written notice.

**5.2 Personnel File Entries**

An employee will be given a copy of any document placed upon an employee's personnel file which may form the basis of disciplinary action. Upon request, any such document shall be removed from the employee's file after the expiration of twelve (12) months from the date it was issued provided there has not been a further infraction.

**ARTICLE 6 - EMPLOYER RIGHTS**

**6.1 Employer Recognition**

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

**6.2 Bargaining Unit Work**

Those excluded persons named in Clause 1.2 shall be allowed to perform bargaining unit work, equitably sharing all fair wage projects and overtime.

**ARTICLE 7 - STRIKE OR LOCKOUT**

**7.1 Emergency Services**

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

## **7.2 Right to Refuse to Cross a Picket Line**

Employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the 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.

## **7.3 Strike or Lockout**

The Parties agree there will be no strike or lockout during the term of this Agreement.

# **ARTICLE 8 - GRIEVANCE PROCEDURE**

## **8.1 Grievance Procedure**

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

### **8.2 Step 1**

An employee must attempt to settle any dispute verbally with her/his immediate supervisor prior to filing a written grievance under this article. An employee shall have the right to have her/his steward present at such a discussion. If unresolved, an employee may, within twenty-one (21) calendar days of first becoming aware of the action or circumstances giving rise to the grievance, submit a grievance in writing to the Employer's designate. The Employer's designate will sign and date the grievance form to confirm receipt.

### **8.3 Step 2**

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

### **8.4 Time Limit to Submit to Arbitration**

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

### **8.5 Policy Grievance**

Either Party may submit to the other Party a policy grievance respecting the general application, interpretation or alleged violation of this Agreement provided it is done within twenty-one (21) days of becoming aware of the action or circumstances giving rise to the grievance. The Employer's designate(s) shall meet with the Union's designate(s) within fifteen (15) days after the receipt of the grievance. This meeting may be waived by mutual agreement. Following such a meeting, the Party receiving the policy grievance shall respond in writing to the other Party within ten (10) calendar days. If the matter cannot be resolved it shall be submitted to arbitration within twenty-one (21) days of the receipt of the response.

## **8.6 Time Limits**

If a grievance is not initiated or submitted to a step in the grievance procedure in accordance with the prescribed time limits, such grievance shall be deemed to be abandoned. However, the Party initiating the grievance will not be deemed to have prejudiced its position on any future grievance. Notwithstanding, the Parties may agree to extend time limits by mutual agreement.

## **8.7 Administrative Provisions**

Grievances may be filed by hand delivery or other mutually agreeable means. Grievance replies shall be sent by registered mail, by hand delivery or courier. Written replies and notifications shall be deemed to be presented on the date which they are registered or accepted by a courier and received on the day they were delivered to the appropriate office.

## **8.8 Technical Objections**

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

## **8.9 Deviation from the Grievance Procedure**

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

# **ARTICLE 9 - ARBITRATION**

## **9.1 Notification**

Pursuant to Articles 8.4, and 8.5, either Party may submit a grievance to arbitration within thirty (30) days of the date of receipt of the Employer's Step 2 response or of either Parties response in Clause 8.5, or the date the reply in question was due by giving notice to either the Owner of Diversity Services or the President of the Union of either Parties intent to arbitrate.

## **9.2 Pre-Arbitration Meeting**

In any case in which an Arbitrator shall be required under this Agreement, a single Arbitrator shall be selected by mutual agreement of the Parties. If after thirty (30) days following the referral of the dispute to arbitration the Parties are still unable to agree on a single Arbitrator, an Arbitrator shall be selected from the following names:

Guy Beaulieu  
Judi Korbin  
Marguerite Jackson  
Barbara Bluman

Selection will be done on a rotational basis, according to availability.

### 9.3 Decision of the Arbitrator

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

### 9.4 Time Limit for Decision

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

### 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) Notwithstanding the foregoing, the Parties agree to utilize the provisions of Section 105 of the Labour Relations Code as an alternative dispute resolution mechanism. For the convenience of the Parties, Section 105 of the Labour Relations Code is attached to this Collective Agreement as Memorandum of Understanding 1. It is agreed that should Section 105 of the Labour Relations Code be substantially altered or deleted, this Section 9.6 of the Collective Agreement shall be rendered null and void.

(b) The Parties may by mutual agreement refer to expedited arbitration under this clause any outstanding grievances considered suitable for this process.

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

- (i) dismissals;
- (ii) rejection on probation;
- (iii) suspension in excess of twenty (20) working days;
- (iv) policy grievances;
- (v) grievances requiring substantial interpretation of a provision of the Collective Agreement;
- (vi) grievances requiring presentation of extrinsic evidence;
- (vii) grievances where a Party intends to raise a preliminary objection; and
- (viii) demotions.

### 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 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 she/he feels it necessary, provided that a steward is available and that obtaining a steward does not result in undue delay of the appropriate action being taken. This clause

shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

(b) A steward 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 Staff Representative present if she/he feels it necessary provided that a Union representative is available and that obtaining a Union representative does not result in undue delay of the appropriate action being taken. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

## **10.2 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 Area Office within fourteen (14) calendar days. Grievances arising from suspension or dismissal, shall be filed in writing at Step 1 pursuant to Article 8.2 within fourteen (14) calendar days of the suspension or dismissal.

## **10.3 Probationary Period**

(a) Each new employee shall serve a probationary period of two hundred and forty (240) hours worked 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.

# **ARTICLE 11 - SENIORITY**

## **11.1 Seniority Defined**

(a) Seniority for an employee shall be the accumulation of actual hours worked in a seniority block, except that probationary employees will not be entitled to exercise their seniority until they have completed probation. Notwithstanding the previous sentence, the Employer will endeavour to dispatch probationary employees in order of seniority, provided the probationary employee being dispatched is fully capable of performing the work required. The Employer agrees that it will not dispatch employees out of seniority for the sole purpose of limiting the number of hours worked by a probationary employee.

(b) When two (2) or more employees have equal seniority the order of establishing their relative seniority will be by a random draw.

(c) Where an employee is prevented from working due to a medical condition, supported by a Doctor's note, that employee will receive a seniority credit equal to the number of hours she could have worked but for the condition.

(d) Seniority for the purposes of Appendix "A" shall include all hours actually worked by an employee.

## **11.2 Seniority Blocks and Dispatch Procedure**

(a) Seniority blocks are agreed to be the Ministry of Transportation and Highways, Williams Lake District.

(b) Subject to operational requirements, the Employer will dispatch work that becomes available within the geographic boundaries of the seniority block to employees in that seniority block in order of

their seniority, provided that the senior employee is immediately available and has the current ability to perform all the work required. Notwithstanding the previous sentence, the Employer may dispatch employees out of seniority when a client of the Employer name requests that a specific employee be dispatched or not dispatched. Name requests shall not apply to probationary employees unless there are no employees available who have completed their probationary period. The Employer must have such requests in writing and supplied to the Union on request. Notwithstanding the above employees with vehicles that can be used for transporting equipment and/or other crew members may be dispatched before those employees who do not have such vehicles.

(c) Where employees have been dispatched to a job site and there is a reduction in the number of employees or the amount of work required, the remaining work will be performed by the qualified employees with the most seniority among those already dispatched to the job in question.

### 11.3 Seniority Lists

The Employer will prepare seniority lists every other month for each seniority block. These lists will be given to each employee that has seniority within a block with copies sent to the appropriate Union Area Office.

### 11.4 Loss of Seniority

An employee shall lose her/his seniority and will be deemed to be terminated in the event that:

- (a) she/he is terminated for cause;
- (b) she/he voluntarily terminates her/his position;
- (c) she/he does not report for a work assignment or leaves the job site after work has commenced. An employee shall be afforded the opportunity to explain the circumstances and demonstrate that there were reasonable grounds for having not informed the Employer;
- (d) she/he declines work on more than three (3) occasions in a three (3) month period without reasonable excuse. Reasonable excuses shall be as follows:
  - (1) on leave pursuant to Article 18;
  - (2) absence due to a WCB claim;
  - (3) 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;
  - (4) illness of a dependent child of an employee, where no one other than the employee can care for the child. Proof of illness may be required if a pattern of consistent absence is developing. Such leave will not exceed two (2) days at any one time;
  - (5) Union leave per Clause 2.4;
  - (6) jury duty;
  - (7) medical or dental appointments. At the Employer's discretion, proof may be required;
  - (8) central dispatch before 6:30 a.m. and after 10:00 a.m. in a calendar day (Monday to Friday), except in the case of an emergency, or where an employee is on standby pursuant to Article 13.4;
  - (9) area dispatch with less than eight (8) hours' notice except in the case of an emergency, or where an employee is on standby pursuant to Article 13.4.

Where the employee notifies the dispatcher in advance that she/he is unavailable due to reasons set out above, such unavailability will not be counted as a decline.

- (e) To be counted as a decline the following must have occurred:
  - (1) central dispatch - two (2) calls made within fifteen (15) minutes between 6:30 a.m. and 10:00 a.m. and the employee declines work or is unavailable;
  - (2) an employee on central dispatch informs the dispatcher that she/he will be available for dispatch between 6:30 a.m. to 10:00 a.m. and/or any other hours as specified by the employee, and then refuses dispatch without providing twelve (12) hours' notice of unavailability;
  - (3) area dispatch - a minimum of one (1) call will be made, however a decline will only be counted if two (2) or more calls are made within an eight (8) hour period and the employee cannot be reached or one (1) call is made and the employee declines work;
  - (4) all employees must have a working phone at their place of residence and supply the Employer with the phone number. The Company agrees that it will not rely on the provisions of this clause to unreasonably cause the employee to lose her/his seniority.
- (f) An employee on a claim recognized by the Workers' Compensation Board shall be credited with service seniority and will be reinstated to her/his former position upon recovery.
- (g) She/he is not dispatched for a period of twelve (12) consecutive months.

## **ARTICLE 12 - PROMOTIONS AND VACANCIES**

### **12.1 Senior Qualified Applicant Within the Seniority Block**

When a vacancy in a position other than Traffic Control Person occurs the Employer shall offer the position to the fully qualified employee who, in the sole judgement of the Employer, has the best qualifications to perform the work. Qualifications shall include the ability, knowledge, training, skill, attitude and physical fitness to do the work and efficiently meet the requirements of the vacant position, and includes an assessment of past performance. When the Employer, in its sole judgement determines the qualifications of two or more qualified employees to be equal, then the applicant with the most seniority will be assigned to fill the vacancy. Where the Employer in its sole judgement, determines that no current employees are qualified to fill the vacant position, then the vacancy shall be filled by hiring a new employee. Vacancies for Traffic Control Persons will usually be filled by hiring new employees.

### **12.2 Trial Period**

Where a bargaining unit employee is promoted to the position of Supervisor/Area Dispatcher or Supervisor, she/he will be placed on trial for two hundred and forty (240) hours worked, and upon satisfactory completion of the trial period will be confirmed in the position in writing by the Employer. If an employee is unable to perform the duties of Supervisor/Area Dispatcher or Supervisor she/he will be returned to the former position held. Any other employee(s) transferred or promoted as a result of the original job posting will also be returned to their former status.

### **12.3 Interview Process**

Candidates for a promotion shall be granted leave of absence without loss of pay as required for any interview. The applicant will, upon pre-approval, have her/his travelling, accommodation and meal expenses paid.

## ARTICLE 13 - HOURS OF WORK

### 13.1 Work Schedules

The Parties recognize that work schedules shall meet the hours of operation, requirements of the Employer's clients, and shall consider unusual or seasonal demands.

### 13.2 Hours of Work

(a) The normal hours of work shall be up to eight (8) hours in a day and forty (40) hours in a week and where operating requirements of the Employer's client permit, may be inclusive of two (2) paid rest periods in each eight (8) hour shift. An employee will be paid from the time she/he commences work at the job site.

(b) For the purpose of this article a workweek is defined as a calendar week commencing at 12:01 a.m. on Sunday. Any hours worked past midnight Saturday on a workday that commenced on that Saturday will be deemed to have been worked in the workweek in which the workday commenced. A workday will be defined as a calendar day except that any hours worked past midnight will be deemed to have been worked on the day in which the employee's shift commenced.

### 13.3 Minimum Hours

An employee who is dispatched on the call of the Employer, and on reporting finds no work available due to reasons beyond her/his control shall be entitled to two hours' pay at the regular rate. This shall not apply if the Employer gives sufficient notice cancelling said call. In the event that an employee commences work on her/his shift the employee shall receive a minimum of four (4) hours pay at the regular rate, except where her/his work is suspended because of inclement weather or other reasons completely beyond the control of the Employer, when two (2) hours must be paid.

### 13.4 Standby Provisions

(a) Where the Employer has a contract with a client that provides for compensation for employees who are required by the Employer to stand by to be called to duty, such employees shall be compensated at straight-time in the proportion of one (1) hour's pay for each three (3) hours standing by. An employee so 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) Employees required to stand by, under (a) above, will not be required to stand by on two consecutive weekends or two (2) consecutive designated paid holidays, except by mutual agreement. This provision shall not apply in emergency situations or where no other employee is available.

### 13.5 Meal Periods

An employee shall receive an unpaid meal break of no less than thirty (30) minutes, no later than five (5) hours following the commencement of work. The timing of such meal periods will be determined by the operating requirements of the Employer's clients. Where an employee is required to work through such breaks, they shall be paid for that time at one and one-half times (1½x) the base rate for the duration of the meal period.

## ARTICLE 14 - SHIFT WORK

### 14.1 Definition of Shifts and Shift Premiums

- (a) (1) *Day Shift* - all hours worked between 6:00 a.m. and 6:00 p.m. inclusive.
- (2) *Afternoon/Night Shift* - all hours worked between 6:01 p.m. to 5:59 a.m. inclusive.
- (b) The afternoon/night shift premium shall be forty cents (40¢) per hour for each hour worked during the hours defined above.

### 14.2 Shift Premium Entitlement

Except as set out above, employees who are dispatched to work during hours that fall under the definition of afternoon/night shift will receive a shift premium for all hours actually worked between 6:01 p.m. and 5:59 a.m. inclusive. Shift premium will apply to overtime hours worked in excess of one (1) hour and to callouts pursuant to Clause 15.5.

## ARTICLE 15 - OVERTIME

### 15.1 Definitions

- (a) "*Overtime*" - means work performed by an employee in excess of eight (8) hours in a workday or forty (40) hours in a workweek. Overtime hours worked in a workday will not be counted in the calculation of weekly overtime.
- (b) "*Straight-time rate*" - means the hourly rate of remuneration.
- (c) "*Time and one-half*" - means one and one-half times the straight-time rate.
- (d) "*Double time*" - means twice the straight-time rate.

### 15.2 Sharing of Overtime

Where a work crew is assigned to work at a job site and overtime is required, overtime will be offered to employees at the site on a voluntary basis in order of seniority. If there are no volunteers, overtime will be assigned in reverse order of seniority among employees at the site.

### 15.3 Overtime Compensation

- (a) Overtime shall be compensated at the following rates:
  - (1) time and one-half for the first three (3) hours worked in excess of eight (8) hours on a workday; and
  - (2) double time for hours worked in excess of eleven (11) hours on a workday; and
  - (3) time and one-half for all hours in excess of forty (40) hours in a week up to forty-eight (48) hours and double time thereafter, excluding daily overtime.

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

- (4) In a week with a statutory holiday, an employee who qualifies for the holiday (pursuant to Article 16.4) must be paid weekly overtime at time and a half after thirty-two (32) hours and double time after forty (40) hours. Any time worked by the employee on the holiday is not included in calculating weekly overtime.
- (5) An 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

double time for all hours worked; except for Christmas and New Year's when the additional compensation shall be at the rate of double time and one-half for all hours worked.

#### **15.4 Limiting of Overtime**

- (a) Where employees do not want to work overtime, and have given twenty-four (24) hours' advance notice, the Employer will (subject to operational requirements) try to make alternate arrangements.
- (b) When alternate arrangements are made to (a) above it shall not count as a decline pursuant to Article 11.4.
- (c) An employee on standby shall not have the right to refuse callout.

#### **15.5 Callout Provisions**

- (a) An employee who is called out for an emergency situation, after having completed their normal shift, shall receive a minimum of four (4) hours' pay at straight-time rates until they have worked in excess of eight (8) hours (in total) in that day, at which point overtime rates will apply.
- (b) When overtime is worked, there shall be an elapsed time of eight (8) hours between the end of the overtime and the time the employee reports for duty on the next regular shift. Should the employee be required to commence work on the next shift without receiving the eight (8) hours free from work, then that portion of the shift that falls within the eight (8) hour period shall be compensated at overtime rates.
- (c) If an employee is called out more than once in a day, each callout shall be for a separate four (4) hour minimum period if the subsequent callout is made after the initial four (4) hour period(s) has lapsed.

#### **15.6 Overtime Records**

The Employer agrees that overtime records shall be maintained and access shall be given to a Union Representative in case of a dispute.

#### **15.7 Overtime Meal Allowance**

- (a) When an employee is required to work in excess of three (3) hours overtime immediately after completion of eight (8) hours in a workday, that employee shall be reimbursed with an overtime meal allowance of ten dollars (\$10.00).
- (b) If the employee continues to work overtime beyond three (3) hours, a further meal allowance, to above, shall be provided for an additional four (4) hours of overtime worked and upon the completion of every three (3) hours worked thereafter. This benefit is subject to the employee making a reasonable effort to notify the Employer when the shift is going beyond twelve (12) hours.
- (c) In the case of an employee called out on overtime to work on a rest day, this clause will only apply to hours worked in excess of eight (8) hours, and where such excess hours were not anticipated prior to the employee reporting for work.
- (d) Where any of the meals provided under Clause 15.7(a)(b) or (c) duplicates a meal to which an employee is entitled, then the employee shall receive only one (1) benefit for each meal.

#### **15.8 Prescheduled Overtime**

Prescheduled overtime will be offered to qualified employees on a voluntary basis in order of seniority. If there are no volunteers, such overtime will be assigned to qualified employees in reverse order of seniority.

**15.9 Overtime Compensation**

- (a) Overtime compensation shall be monetary or in time off at the employee's option.
- (b) The employee shall advise, in writing, the respective pay office of her/his election to have either all cash or all compensatory time off by January 1 and July 1 for the following six (6) month calendar period in each case.
- (c) 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 six (6) months of the date of election, cash payment shall be made.
- (d) If an employee has not informed the office of her/his election pursuant to (b) above, overtime shall be paid out in the applicable pay period.
- (e) Employees shall have the option of being paid out for all or part of their unscheduled banked time, provided such request has been made in writing at the time that payroll is submitted for the appropriate pay period.

**ARTICLE 16 - PAID HOLIDAYS****16.1 General Holidays**

An employee shall receive pay as determined pursuant to Clauses 16.2 and 16.4 for the following General Holidays (or any day proclaimed in lieu thereof):

New Year's Day	Good Friday
Victoria Day	Canada Day
B.C. Day	Labour Day
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day

and any other general holiday(s) proclaimed and gazetted by the Federal Government or the Government of British Columbia.

**16.2 Holiday Falling on a Workday**

- (a) An employee who works on a designated holiday shall be compensated at the rate of double time for hours worked, except for Christmas and New Year's Day when the compensation shall be at the rate of double time and one-half for hours worked; and
- (b) the employee shall receive pay in the amount determined under Article 16.4(b).

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

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

**16.4 Statutory Holiday Pay**

- (a) To be eligible for holiday pay, an employee must have been employed by the Employer for at least thirty (30) days prior to the date of the general holiday.
- (b) An employee who qualifies for holiday pay under (a) above and who has worked on at least fifteen (15) of the thirty (30) days immediately preceding the holiday, will have holiday pay determined by dividing her/his straight-time wages over the thirty (30) day period by the number of days worked. An employee who qualifies for holiday pay under (a) above and who has worked less than fifteen (15)

of the thirty (30) days immediately preceding the holiday, will have holiday pay determined by dividing her/his straight-time wages over the thirty (30) day period by fifteen (15).

#### **16.5 Holiday Coinciding With a Day of Vacation**

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

### **ARTICLE 17 - ANNUAL VACATIONS**

#### **17.1 Vacation Pay**

Employees shall be paid four percent (4%) of their gross wages as vacation pay. Notwithstanding the previous sentence, an employee shall, upon the completion of five (5) continuous years of service with the Employer, receive vacation pay in the amount of six percent (6%) of gross wages.

#### **17.2 Annual Vacations**

Vacation pay shall be paid on every paycheque unless an employee elects, in writing, to accrue such vacation pay. Such election shall be made by December 1 for the following calendar year.

Accrual of vacation pay shall commence on January 1 of any year or on the date of hire for an employee's first year of employment. An employee electing such accrual may request, in writing, two (2) payouts during that year, with any corresponding time off to be taken at a time mutually agreed by the employee and the Employer. Payouts will be made on the regular paycheque immediately following the date of the written request, which must be made at the time that payroll is submitted for the appropriate pay period. On June 30, of any year, all outstanding accruals from the previous year will be paid out.

#### **17.3 Vacation Credits Upon Death**

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

#### **17.4 Approved Leave of Absence With Pay**

When an employee is on medical or WCB leave during her/his vacation period there shall be no deduction from the vacation credits for such leave. The period of vacation so displaced shall be taken at a mutually agreed time. An employee intending to claim displaced vacation leave must advise the Employer and provide necessary documentation within seven (7) days of returning to work.

### **ARTICLE 18 - SPECIAL AND OTHER LEAVE**

#### **18.1 Bereavement Leave**

- (a) In the case of death in the immediate family an employee shall be entitled to one (1) day with pay. Upon written request, an employee shall be entitled to up to five (5) days' general leave in conjunction with the one (1) day with pay.
- (b) Immediate family is defined as an employee's parent, wife, husband, child, brother, sister, father-in-law, mother-in-law, grandparents 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 grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, the employee shall be entitled to special leave for one (1) day without pay for the purpose of attending the funeral.

(d) If an employee is on general leave, because of a terminally ill member of the immediate family, and if the employee would have worked during the week of the funeral, the employee shall be entitled to bereavement leave as above.

### 18.2 Special Leave

(a) Where leave from work is required, an employee shall be entitled to special leave without pay for the following:

- (1) marriage of the employee.....three (3) days;
- (2) attend wedding of the employee's child ..... one (1) day;
- (3) birth or adoption of the employee's child..... one (1) day;
- (4) serious household or domestic emergency ..... one (1) day;
- (5) moving household furniture and effects ..... one (1) day;
- (6) attend her/his formal hearing to become a Canadian citizen ..... one (1) day;
- (7) attend funeral as pallbearer or mourner ..... one (1) day.

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

### 18.3 General Leave

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

### 18.4 Maternity Leave

(a) The employee will be granted maternity leave for a period not longer than seventeen (17) weeks.

(b) The period of maternity leave shall commence not earlier than eleven (11) weeks before the expected date of delivery and end no earlier than six (6) weeks following the actual date of birth unless the employee requests a shorter period.

(c) A request for shorter period under Clause 18.4(b) must be given in writing to the Employer at least one (1) week before the date that the employee indicates she intends to return to work, and the employee must furnish the Employer with a certificate of a physician stating that the employee is able to resume work.

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

(e) An employee may be required to commence a maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a medical practitioner stating that she is able to perform her duties.

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

### 18.5 Parental Leave

(a) Upon application, an employee shall be granted leave of absence for up to thirty-seven (37) weeks following the birth or adoption of the employee's child. The employee shall have to furnish a medical certificate or other evidence stating the date of birth of the child or, where applicable, proof of adoption.

- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the thirty-seven (37) weeks' parental leave between them.
- (c) Upon application, employees shall be granted parental leave as follows:
  - (1) in the case of the natural mother, commencing immediately following the end of the maternity leave under Article 18.4
  - (2) in the case of the natural father, commencing within the fifty-two (52) week period following the birth of the child.
  - (3) in the case of the adopting parent, commencing within the fifty-two (52) week period following the date the adopted child comes into the actual care and custody of the parent.
- (d) If the child suffers from a physical, psychological, or emotional condition, the employee is entitled to an additional period of parental leave of up to five (5) weeks. The employee's doctor or the agency that placed the child must certify that such an additional period of parental leave is required.

### **18.6 Leave without Pay**

Maternity and Parental leave is taken as leave without pay.

### **18.7 Aggregate Leave**

The aggregate amount of leave of absence from employment that may be taken by an employee under Article 18.4 and 18.5 in respect of the birth or adoption of any one child shall not exceed fifty-two (52) weeks, except as provided under Article 18.4(f) and or where an employee is granted total maternity leave under Articles 18.4(a) and 18.4(f) of greater than fifty-two (52) weeks, the employee shall not be entitled to parental leave under Article 18.5.

### **18.8 Return from Leave**

- (a) On return from leave, an employee shall be placed in her former position. Where the former position does not exist, in an equivalent position.
- (b) Vacation entitlement, not vacation pay, shall continue to accrue while an employee is on leave pursuant to Article 18.4 or 18.5.

### **18.9 Seniority Rights on Reinstatement**

- (a) An employee who returns to work after the expiration of the maternity and/or parental leave shall retain the seniority she had accrued immediately prior to commencing the leave and shall be credited with seniority for the period covered by the approved leave.
- (b) The employee shall be deemed to have resigned on the date upon which her leave commenced if an application for re-employment is not made within one (1) month prior to the expiration of the leave or if she does not return to work after having applied for re-employment.

### **18.10 Sick Leave Credits**

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

**18.11 Extended Child Care Leave**

Upon written notification, no later than four (4) weeks prior to the expiration of the aggregate leave taken pursuant to Articles 18.4 and 18.5 an employee shall be granted a further unpaid leave of absence not to exceed one (1) year. An employee shall neither lose nor accrue seniority while on extended childcare leave.

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

An employee on extended childcare leave shall provide the Employer with at least one (1) months' written notice of return from such leave.

Upon return from extended childcare leave, an employee shall be placed in her former position or in a position of equal rank and basic pay.

**18.12 Medical and WCB Leave**

An employee on approved medical leave shall be credited with service seniority and will be re-instated to her/his former position upon recovery provided the employee returns to active duty within two (2) years following the commencement of the leave.

Where an employee is absent for more than two (2) years for the above-mentioned reasons, such employee will be required to submit a medical prognosis and a return to work schedule and will be assessed on the basis of that information. Where an employee cannot provide any indication of a return to work date, or does not submit the required information, that employee will be deemed to be terminated and shall be removed from the seniority list.

**ARTICLE 19 - OCCUPATIONAL HEALTH AND SAFETY****19.1 Safety Program**

The Employer shall establish a Safety Committee and schedule monthly meetings with employees in each seniority block to discuss health and safety matters. The Employer shall maintain a record of the meeting and matters discussed. Copies of the monthly report shall be sent to members of the Labour Management Committee.

**19.2 Unsafe Work Conditions**

Pursuant to Section 8.24 of the Worker's Compensation Board Industrial Health and Safety Regulations, no employee shall be disciplined for refusal to work on an assignment in which, she/he considers to be unsafe.

**19.3 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 remaining hours that they would have otherwise worked on the day they received the injury.

**19.4 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.

### 19.5 Investigation of Accidents

- (a) Pursuant to Section 6 of the Workers' Compensation Board Industrial Health and Safety Regulations, all accidents resulting in a fatality, injury requiring medical treatment, or the potential for serious injury shall be investigated by at least one (1) representative designated by the BCGEU and one (1) management representative.
- (b) Reports shall be submitted on a mutually-agreed accident investigation form and copies sent to:
  - (1) Workers' Compensation Board;
  - (2) Employer Designate(s); and
  - (3) BCGEU Designate(s).
- (c) In the event of a fatality, the Employer shall immediately notify the President of the Union, or designate, of the nature and circumstances of the accident and arrange as soon as possible for a joint investigation.

### 19.6 Industrial First Aid Requirements and Courses

- (a) Where the Employer has a contract with a client that requires the Employer to provide an employee with a First Aid Certificate, such employee will receive a premium equal to the amount specified in the contract between the Employer and the client for that certificate.
- (b) The Union and the Employer agree that First Aid Regulations made pursuant to the Workers' Compensation Act shall be fully complied with.

### 19.7 Dangerous Goods, Special Wastes, Pesticides and Harmful Substances

Where employees are required to work with 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. The Employer is to provide any protective gear.

### 19.8 Radio Contact or Employee Check

- (a) Where employees are required to perform duties in isolated areas, where visual contact is impaired, they shall be supplied with an effective means of communication or have a pre-arranged "*employee check*" made at specified intervals and at a specific location. No employee shall be required to work alone in an isolated area.
- (b) The Employer recognizes the need for coordination with operators on "*radio controlled*" industrial roads and agrees to make such arrangements in particular circumstances to establish as safe a working environment as possible when employees are required to use such roads.

## ARTICLE 20 - CONTRACTING

### 20.1 No Contracting Out

- (a) Work presently being performed by the employees covered by this Agreement will not be contracted out which would result in the laying off of such employees.
- (b) Work presently being performed by employees covered by this Agreement will not be contracted out within a seniority block while qualified employees with recall rights, within a seniority block, are laid off or on layoff.

**ARTICLE 21 - HEALTH AND WELFARE BENEFITS****21.1 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 if it occurs at a time the employee would have otherwise worked it shall be without loss of pay.

**21.2 Benefits**

Effective January 1, 2000, employees who have worked more than fifteen hundred (1500) hours shall receive twenty-five cents (25¢) per working hour in lieu of Health and Welfare Benefits.

**ARTICLE 22 - EMPLOYEE EQUIPMENT AND CLOTHING****22.1 Personal Protective Equipment**

- (a) The Employer will provide each employee with a hard hat, reflective vest, paddle, staff and reflective wrist bands.
- (b) All new employees hired will be required to provide the Employer with a thirty dollar (\$30.00) deposit for the personal protective equipment listed in 22.1(a). This deposit will be refunded to the employee when they return the personal protective equipment listed in 22.1(a) to the Employer.
- (c) The personal protective equipment listed in 22.1(a) must be returned to the Employer upon termination of employment, or when requested by the Employer; reasonable wear and tear excepted.
- (d) The deposit will be forfeited if the employee does not comply with 22.1(c) or if the employee uses the personal protective equipment for any purpose other than working for the Employer.
- (e) Replacement of unusable items will be made upon surrender of items to be replaced.

**22.2 Safety Equipment**

- (a) With the exception of boots and prescription glasses the Employer will supply all safety equipment required for the job under Workers' Compensation Regulations. This equipment will include, but not be restricted to the following:
  - reflective wrist bands;
  - flashlight and batteries;
  - two-way radios with backup batteries;
  - restrictive hearing devices;
  - respirators.
- (b) Replacement of unserviceable items will be made upon surrender of items to be replaced.

**22.3 Equipment**

Equipment that is property of the Employer shall not be used by an employee for any purpose other than working for the Employer. Employer equipment includes all equipment owned, leased, or rented by the Employer.

**ARTICLE 23 - RATES OF PAY AND CLASSIFICATION**

**23.1 Rates of Pay**

Employees shall be paid in accordance with the rates of pay as set out in Appendix "A".

**23.2 Classification and Salary Assignments**

When a new job classification is introduced which is not included in the list of classifications in Appendix "A", or where an existing job classification is changed to such a degree that a revision of the rate for that job classification is necessitated, the Employer and the Union shall negotiate a wage rate for such job classification.

Every effort will be made by the Parties to conclude these above-mentioned negotiations within forty-five (45) days, but in any event, the rate established shall be retroactive to the day the new job commenced.

In the event the Parties hereto are unable to conclude negotiations the matters in dispute shall be referred to arbitration under the terms of this Agreement.

**23.3 Paydays**

- (a) Employees shall be paid biweekly.
- (b) A comprehensive statement detailing all payments, allowances and deductions shall accompany the paycheque for each pay period.
- (c) When a payday falls on an employee's rest day, the Employer shall issue the paycheque on the last shift worked prior to the payday, provided the cheque is available.

**23.4 Substitution Pay**

Where an employee substitutes to a higher-paying position for more than one-half (1/2) hour, she/he shall be paid the higher rate by one-half (1/2) hour increments.

**ARTICLE 24 - PREMIUMS AND ALLOWANCES**

**24.1 Meal Allowances**

Where an employee is required by the Employer to perform work in another seniority block, and such employee has been authorized by the Employer to obtain overnight accommodation, such employee shall be entitled to the following meal allowances:

Breakfast .....	\$ 8.00
Lunch .....	\$10.00
Dinner .....	\$17.00

**24.2 Accommodation, Board and Lodging**

- (a) Where an employee is required by the Employer to perform work beyond a reasonable commute, and such employee has been authorized by the Employer to obtain overnight accommodation, such employee shall be entitled to single accommodation with a kitchen unit. Where applicable, employees may be required to share a double room.
- (b) Where a kitchen unit is unavailable, board and lodging will be supplied or single accommodation and the meal allowances referred to in Article 24.1 will be paid.

(c) Where private accommodation is used (house, camper, trailer, etc.) in lieu of 24.2(a), employees will be entitled to thirty dollars (\$30.00) per night in lieu of hotel/motel expenses.

### **24.3 Vehicle Allowance**

(a) Vehicle allowances for all distances travelled shall be paid to employees required to use their own vehicles in the performance of their duties as follows:

- (1) within City of Williams Lake - twelve dollars (\$12.00);
- (2) twenty dollars (\$20.00) per day up to one hundred (100) km one way;
- (3) thirty dollars (\$30.00) per day over one hundred (100) km one way.

*Note:* Where the above allowance does not cover fuel costs, the Employer will reimburse extra costs supported by receipts.

### **24.4 Telephone Allowance**

Employees who are required to obtain overnight accommodation shall be entitled to claim one (1) three (3) minute call home, to or within British Columbia.

### **24.5 Recertification**

The Employer will provide training, without charge, to employees with more than two hundred and forty (240) hours of seniority for the purpose of renewing certification as traffic control persons, unless prohibited from doing so by the Workers' Compensation Board or any other governing body regarding traffic control. This training will be given to employees without charge.

### **24.6 Training**

(a) When the Employer requires an experienced traffic control person to train another traffic control person in the practical aspects of traffic control, she/he shall receive an additional one dollar (\$1.00) per hour for every hour spent training a traffic control person on the roadway as authorized by the Employer.

(b) The Employer, after receiving input from the appropriate Supervisor and/or Supervisor/Area Dispatcher, will determine who will provide training and how many hours training a traffic control person will receive.

### **24.7 Travel Time**

Where an employee is required by the Employer to provide transportation to a non-driving employee and in doing so such employee is required to drive out of her/his way more than five minutes, the driving employee will be paid at regular rate for the extra time involved.

## **ARTICLE 25 - GENERAL CONDITIONS**

### **25.1 \*Copies of Agreements**

(a) The Union will provide the Employer with sufficient copies of the complete printed Collective Agreement so that each employee can receive a copy. The Union will be responsible for all costs associated with printing and assembling finished copies of the Agreement and the Employer will distribute them to the employees within thirty (30) days following receipt of the finished copies from the Union.

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

COLLECTIVE AGREEMENT  
between  
DIVERSITY SERVICES  
and the  
B.C. GOVERNMENT AND SERVICE  
EMPLOYEES' UNION (BCGEU)  
Effective from April 1, 2002 to December 31, 2005

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

### **25.2 Travel Advance**

Where the Employer requires an employee to travel outside her/his seniority block and stay overnight in hotel/motel the Employer will endeavour to provide an adequate travel advance.

## **ARTICLE 26 - LABOUR/MANAGEMENT COMMITTEE**

The Employer and the Union agree to establish a Labour/Management Committee comprised of two (2) Employer designates and two (2) Union representatives, at least one (1) of whom shall be an employee. The Committee shall meet at the written request of either Party, but not more often than once every three (3) months, and not less than once every calendar year, at a time and place to be mutually agreed.

## **ARTICLE 27 - HARASSMENT**

### **27.1 Sexual Harassment**

- (a) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment. The Employer shall take such actions as are necessary respecting an employee engaging in sexual harassment.
- (b) Sexual harassment means sexually oriented verbal behaviour, physical behaviour, or literature, which an individual would reasonably find to be unwanted or unwelcome, giving consideration to all surrounding circumstances and which may detrimentally affect the work environment.
- (c) To constitute sexual harassment, behaviour may be repeated or persistent or may be a single serious incident.
- (d) Sexual harassment will often, but need not, be accompanied by an expressed or implied threat of reprisal or promise of reward.
- (e) Both males and females can be sexually harassed by members of either sex.

### **27.2 Personal Harassment**

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

(b) Personal harassment means verbal or physical behaviour that is discriminatory in nature, based upon another person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, or sexual orientation. It is discriminatory behaviour, directed at an individual, which causes substantial distress in that person and serves no legitimate work-related purpose. Such behaviour could include, but is not limited to:

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

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

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

### **27.3 Harassment and Complaint Procedures**

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

(a) An employee (complainant) who wishes to pursue a concern arising from an alleged harassment may submit a complaint in writing within sixty (60) days of the latest alleged occurrence directly to the President.

(b) An alleged harasser (respondent) shall be given notice of the substance of such a complaint under this clause and shall be entitled to attend, participate in, and be represented at any hearing pursuant to (g) below.

(c) The President or her designate shall investigate the complaint and take steps to resolve the concern within thirty (30) days of receipt of the complaint. The complainant and respondent shall be apprised of the President's resolution.

(d) Both the complainant and the respondent shall be given the option of having Union representation at any meeting held pursuant to the above investigation.

(e) Pending determination of the complaint, the President may take interim measures to separate the employees concerned if deemed necessary.

(f) In cases where harassment may result in the transfer of any employee, every effort will be made to relocate the harasser, except that the harassee may be transferred with her/his written consent.

(g) Where either the complainant or the respondent is not satisfied with the President's response, the Union will be advised and may put the complaint, within thirty (30) days, before a mutually agreed upon, independent adjudicator who specializes in cases of personal harassment or sexual harassment. The adjudicator shall work with the Parties to achieve a mutually acceptable resolution and if this is not achieved, the adjudicator shall have the right to:

- (1) dismiss the complaint;
- (2) determine the appropriate level of discipline to be applied to the harasser;
- (3) make further recommendations as are necessary to provide a final and conclusive settlement of the complaint;

- (h) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer will take appropriate action which may include discipline.
- (i) Complaints under this article shall be treated in strict confidence by all Parties involved.

## **ARTICLE 28 - \*TERM OF AGREEMENT**

### **28.1 Term and Effective Date**

- (a) This Agreement shall be binding and remain in effect to midnight December 31<sup>st</sup>, 2005.
- (b) The provisions of this Agreement, except as otherwise specified, shall come into force and effect upon ratification of this Agreement.

### **28.2 Notice to Bargain**

- (a) This Agreement may be opened for collective bargaining by either Party by giving written notice to the other Party on or after December 1<sup>st</sup>, 2005, but in any event not later than midnight, December 31<sup>st</sup>, 2005.
- (b) Where no notice is given by either Party prior to December 1<sup>st</sup>, 2005, both Parties shall be deemed to have given notice under this section on December 31<sup>st</sup>, 2005.
- (c) All notices on behalf of the Union shall be given by the President of the Union or his designate and similar notices on behalf of the Employer shall be given by the Owner or her designate.
- (d) Where a Party to this Agreement has given notice under sub-section (a) above, the Parties shall, within ten (10) days after the notice was given or at such other times as may be mutually agreed, commence collective bargaining.

### **28.3 Agreement to Continue in Force**

Should either Party give written notice to the other Party pursuant hereto, or such notice be deemed to be given by operation of law, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike and a legal strike has commenced, or the Employer shall give notice of lockout and a legal lockout has commenced, or the Parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement.

### **28.4 Changes in Agreement**

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

### **28.5 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) and 50(3) of the Labour Relations Code of British Columbia is excluded from this Agreement.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

\_\_\_\_\_  
George Heyman, President

\_\_\_\_\_  
Carole Yanko

\_\_\_\_\_  
Lorianne Darby, Bargaining Committee

\_\_\_\_\_  
Shelly Scott, Bargaining Committee

\_\_\_\_\_  
Shirley Stewart, Bargaining Committee

\_\_\_\_\_  
Gary Werk, Staff Representative

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2004

**\*APPENDIX A  
WAGE RATES**

Except as specified herein, the following rates shall become effective **July 1<sup>st</sup> 2001**

Seniority in Actual Hours Worked	Traffic Control Person	Level 1 1 <sup>st</sup> Aid	Level 3 1 <sup>st</sup> Aid (unrestricted)
0 – 240	\$8.25	n/a	n/a
241 – 1000	8.75	9.75	15.00
2 <sup>nd</sup> season	9.50	10.50	15.00
3 <sup>rd</sup> season	9.75	10.75	15.00
4 <sup>th</sup> season	10.25	11.25	15.00
5 <sup>th</sup> season	10.50	11.50	15.00
6 <sup>th</sup> season	10.75	11.75	15.00

Employees who have worked for the Employer prior to this Agreement will not be required to serve a further probation and will be credited with service from previous seasons.

The above dollar per hour rates will only be paid for time spent performing traffic control duties. Pay will start from designated start time at the job site and will end in accordance with the time ticket as signed by the client representative. Employees shall not be paid for meal breaks except as per Article 13.5. Where employees are required to set up and take down equipment, this shall be considered time worked to aggregate maximum of thirty (30) minutes per crew, per shift, which may be divided by more than one (1) employee at the sole discretion of the senior driver.

Nothing in this Collective Agreement shall prevent the Parties from agreeing to pay rates higher than those listed in this Appendix "A" when the Parties deems it appropriate to do so. In addition should issues arise concerning the use of an employees vehicle as a "*pilot*" or "*shadow*" vehicle this will be the subject of further negotiations by the Parties.

Supervisor/Area Dispatchers will receive an allowance of thirty cents (30) per hour for each hour of work performed by each employee they have dispatched. Supervisors, who supervise more than fifteen (15) employees in a pay period, shall receive fifteen cents (15¢) per hour for each hour of work performed by each employee.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

\_\_\_\_\_  
George Heyman, President

\_\_\_\_\_  
Carole Yanko

\_\_\_\_\_  
Lorianne Darby, Bargaining Committee

\_\_\_\_\_  
Shelly Scott, Bargaining Committee

\_\_\_\_\_  
Shirley Stewart, Bargaining Committee

\_\_\_\_\_  
Gary Werk, Staff Representative

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2004

**\*MEMORANDUM OF UNDERSTANDING 1  
EXPEDITED ARBITRATION ARTICLE 9.6**

Where the Parties mutually agree to utilize the expedited recommendation procedure referred to in Article 9.6, that procedure shall be as follows:

Where a difference arises between the Parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, Guy Beaulieu, or a substitute agreed to by the Parties, shall at the request of either Party:

- (a) investigate the difference;
- (b) define the issue in the difference; and
- (c) make written recommendations to resolve the difference.

Within five (5) days of the day of receipt of the request; and, for those five (5) days from that date, time does not run in respect of the grievance procedure.

The Parties may extend the time limits for this expedited process.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

\_\_\_\_\_  
George Heyman, President

\_\_\_\_\_  
Carole Yanko

\_\_\_\_\_  
Lorianne Darby, Bargaining Committee

\_\_\_\_\_  
Shelly Scott, Bargaining Committee

\_\_\_\_\_  
Shirley Stewart, Bargaining Committee

\_\_\_\_\_  
Gary Werk, Staff Representative

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2004

**\*MEMORANDUM OF UNDERSTANDING 2  
WAGE REOPENER**

It is agreed that should the Employer be successful bidding on a contract which is a "*Fair Wage*" project the following will apply:

1. Employees will be offered work on the project(s) as per Article 11.
2. If the contract is a "*Fair Wage*" project the fair wage will apply and not Appendix "A".

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

\_\_\_\_\_  
George Heyman, President

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Carole Yanko

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Lorianne Darby, Bargaining Committee

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Shelly Scott, Bargaining Committee

\_\_\_\_\_  
Shirley Stewart, Bargaining Committee

\_\_\_\_\_  
Gary Werk, Staff Representative

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2004