

**COLLECTIVE AGREEMENT**

**between the**

**SAFETY ON SITE TRAFFIC CONTROLLERS**

**and the**

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

**Effective to December 31, 2003**

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**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) "*seniority block*" is that area as defined in Article 11;
- (5) "*holiday*" - means the 24-hour period commencing at 0001 hours of a day designated as a paid holiday in this Agreement;
- (6) "*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;
- (7) "*transfer*" - refers to the movement of an employee from one position to another which does not constitute a demotion or promotion;
- (8) "*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;
- (9) "*leave of absence with pay*" - means to be absent from duty with permission and with pay;
- (10) "*leave of absence without pay*" - means to be absent from duty with permission but without pay;
- (11) "*point of assembly*" - means the pre-determined meeting place within a community from whence the traffic control crew departs to the job site. Pre-determined meeting places will be mutually agreed to for each community and will not be changed without further mutual agreement.
- (12) "*promotion*" - means a change from an employee's position to one with a higher maximum salary level;
- (13) "*resignation*" - means a voluntary notice by the employee that he/she is terminating his/her service on the date specified;
- (14) "*rest period*" - is a paid interval which is included in the work day and is intended to give the employee an opportunity to have refreshment or a rest;
- (15) "*shift*" - means the period of scheduled straight-time working hours on a scheduled work day where the hours scheduled are consecutive except for the meal period;
- (16) "*termination*" - is the separation of an employee from Safety on Site Traffic Controllers for just cause;

(17) "*travel status*" - with respect to an employee means the assignment of the employee from his/her seniority block on the Employer's business by the Employer; but, does not apply to assignments of work where an employee is exercising seniority to secure work.

(18) "*work day*" - is a period of twenty-four (24) consecutive hours commencing with the starting time of any shift. For the purpose of calculating compensatory overtime rates, the time worked prior to, but adjoining, a shift shall be deemed as time worked after a shift;

(19) "*work group*" - is a traffic control crew dispatched to work together for a project of one day or longer.

(20) "*Employer*" - means Safety on Site Traffic Controllers.

(21) "*Union*" - means the B.C. Government and Service Employees' Union.

## **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 Safety on Site Traffic Controllers.
- (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 his/her designate.

(b) The Union agrees that all correspondence between the Union and the Employer related to matters covered by this Agreement shall be sent to the President of the Company or 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 a mutually-agreeable provision to be substituted.

If mutual agreement cannot be reached, the matter may be submitted 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.

**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. A steward shall obtain the permission of his/her supervisor prior to leaving his/her work area to attend to Union duties relating to the Employer's operations. Leave for this purpose shall be without loss of pay and permission shall not be unreasonably withheld.

**2.3 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 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) 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 or and 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; and
  - (4) to an employee called by the Union to appear as a witness before an Arbitration Board.
- (b) To facilitate the administration of Union leaves without pay, the leave shall be given at current pay and the Union shall reimburse the Employer for salary and benefit costs. The Union shall provide the Employer with fourteen (14) calendar days' notice prior to the commencement of such leave. The Employer will not unreasonably withhold the granting of such leave where less than fourteen (14) calendar days' notice is given.
- (c) Leave of absence without loss of pay, seniority or benefits shall be granted to Union appointees to the Labour Management Committee.

### **2.5 Union Bulletin Board**

Due to the nature of the business and the lack of a 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.

## **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 two hundred forty (240) hours 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 Union agrees to furnish application cards.

## **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 a written authorization to make such deductions.
- (b) The Employer shall deduct from each employee, who is a member of the Union, any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union and remit such money to the Union.
- (c) Deductions shall be made quarterly and remitted to the President of the Union no later than the 15<sup>th</sup> day of the subsequent month. The Employer shall also provide the Union with member information including the following:
  - Social Insurance Number
  - Surname and first name

- Job Classification
- Monthly dues
- Gross pay

In addition, the Employer will provide change of address information when they have received such advice from the employee.

(d) 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 1st of the succeeding year.

### **ARTICLE 5 - EMPLOYEE RECORDS**

#### **5.1 Access to Personnel File**

All employees shall have reasonable access to their individual personnel file and may authorize, in writing, a designated Union representative, to have such access.

#### **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 employees named in Article 1.2 shall be allowed to perform bargaining unit work.

### **ARTICLE 7 - STRIKE OR LOCKOUT**

#### **7.1 No Interruption of Work**

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

#### **7.2 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.

**7.3 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.

**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**

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

**8.3 Step 2**

The Employer's designate shall meet 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's designate 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 a policy grievance respecting the general application, interpretation or alleged violation of an article of this Agreement, within twenty-one (21) calendar days at arbitration pursuant to Article 9.1. In such instance a Step 2 reply is not required.

**8.6 Time Limits**

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 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, no discussion will be entered into respecting the grievance with the aggrieved employee without the consent of the Union.

(b) In the event that, after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through another channel, the Union agrees the grievance shall be considered to be abandoned.

**ARTICLE 9 - ARBITRATION**

**9.1 Notification**

Pursuant to Article 8.4, the Union Area Representative may submit a grievance to arbitration within thirty (30) days of the date of receipt of the Employer's Step 2 response or of the date it was due by giving notice to the management of Safety on Site Traffic Controllers 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 Representative within fifteen (15) days of the receipt of the Union's notice of intent to arbitrate.

The Parties will attempt to resolve the grievance, or alternatively explore common ground respecting the matter, and agree upon an Arbitrator as selected from the following list:

Barbara Bluman  
Judy Korbin  
Lynn Smith  
Donna Gillis

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**

Notwithstanding the foregoing, the Parties agree to utilize the mediation provisions of the relevant labour Act as an alternative dispute-resolving mechanism on a mediation/arbitration basis.

**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 he/she 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's staff representative present if he/she feels it necessary.

**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 five (5) calendar days. Grievances arising from suspension or dismissal, shall be filed at arbitration pursuant to Article 9.1 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 an accumulation of actual hours worked in a seniority block as defined in Article 11.2, except that probationary employees will not be entitled to exercise their seniority until they have completed probation.
- (b) When two (2) or more employees have the same start date, seniority will be based on total number of hours worked.

(c) An employee who is assigned to dispatch will receive compensation and seniority credits as follows:

- (1) On a day an employee both dispatches work and performs work as a TCP, they shall receive \$1.00 per hour on hours worked as a TCP.
- (2) In the event an employee dispatches only, the hours spent dispatching will be accumulated at their regular rate of pay.
- (3) With respect to seniority credit prior to the ratification of this agreement, a credit of one half hour per day will be determined for those days an employee performed dispatch work.
- (4) With respect to seniority credit after ratification of this agreement, seniority credit for dispatch work will be based on the hours accumulated in (1) or (2).

### **11.2 Seniority Blocks**

(a) Seniority blocks will be as follows:

- (1) Sayward
- (2) Woss
- (3) Campbell River
- (4) Comox Valley
- (5) Gold River

- (b) (1) Sayward is Browns Bay Highway 19 to south end Eve River Bridge.  
(2) Woss is north end Eve River Bridge to Beaver Cove Road.  
(3) Campbell River is north end Oyster River Bridge to south end Browns Bay.  
(4) The boundary between Campbell River and Comox Valley is the Oyster River Bridge south to southend of Cook Creek.  
(5) Gold River is from Buttle west.

(c) The Employer agrees to dispatch work that becomes available within the geographic boundaries of the seniority block to employees in order of their seniority. It is understood that an employee may register for work in any seniority block for which they are qualified. Seniority commences with the start of work date in each block, however, it is understood that travel and other allowance costs will not be increased to the Employer from that of a local hire.

(d) Any employee may decline dispatch to a job which is more than forty (40) kilometres away from his/her residence. This decline will not preclude any employee from being dispatched to other work on the same day.

### **11.3 Seniority Lists**

The Employer will provide to the Union and employees a seniority list, with number of hours, every three (3) months.

### **11.4 Loss of Seniority**

An employee shall lose his/her seniority in the event that:

- (a) he/she is terminated for cause;

- (b) he/she voluntarily terminates his/her position;
- (c) he/she is not recalled for a work assignment in a twelve (12) month period.
- (d) An employee on a claim recognized by the Workers' Compensation Board shall be credited with service seniority and will be reinstated to his/her former position upon recovery.

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

### **12.1 Vacant Positions**

When a position becomes vacant, the Employer will post the vacancy for a minimum of seven (7) days. Due to the nature of the business and lack of a regular point of assembly that can be used to post vacancies, postings will be distributed in conjunction with an employee's pay.

### **12.2 Information in Postings**

The posting will contain the wage rate and the requirements of the position as agreed to by the Union and the Employer.

### **12.3 Appointment Policy**

Positions will be awarded to the most senior qualified applicant that meets the requirements as set forth in the posting.

### **12.4 Interview Expenses**

Candidates for a position shall be granted leave of absence with current pay as required for any interview. The applicant will, upon pre-approval, have his/her travelling, accommodation and meal expenses paid.

### **12.5 Trial Period**

Where a bargaining unit employee is promoted, he/she will be placed on trial for a period of two hundred 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 the new position, he/she will be returned to the former position held. Any other employee(s) transferred or promoted as a result of the original job posting will also be returned to their former status.

## **ARTICLE 13 - LAYOFF AND RECALL**

### **13.1 Role of Seniority in Layoff**

In the event of a layoff, employees will be laid off by reverse seniority within a seniority block. The Employer shall give the employee as much advance notice as possible. More senior employees may opt to be laid off before junior employees.

### **13.2 Recall of Employees**

Recall of employees from the recall list will be in order of seniority in the following sequence:

- (1) senior qualified employee from within the seniority block;
- (2) senior qualified employee from an adjacent seniority block.

### 13.3 Declining a Recall

It is expected that employees will not unreasonably decline work within their seniority block or other blocks to which they are registered. Accordingly, where an employee declines work on more than three (3) occasions in three (3) months without reasonable excuse, he/she will be dropped to the bottom of the seniority list for three (3) months. After three (3) months, when the seniority list is readjusted, the employee will be placed on the seniority list according to total number of hours worked since hire date. If after a three (3) month period the employee unreasonably declines work in the next three (3) month period, they will be dropped to the bottom of the seniority list for three (3) months and maybe subject to further discipline. Reasonable excuses shall be as follows:

- (a) on leave pursuant to Article 20;
- (b) absence due to a WCB claim;
- (c) illness; proof of illness will be required if the absence is greater than three (3) days or where it appears a pattern of consistent or frequent absence is developing;
- (d) 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;
- (e) Union leave per Article 2.4;
- (f) jury duty;
- (g) medical or dental appointments. Proof will be required; or
- (h) where the job site is more than forty (40) kilometres away from his/her residence.

Where the employee notifies the dispatcher in advance that he/she is unavailable, such unavailability will not count as a decline. Generally employees are expected to provide twenty-four (24) hours advance notice of their unavailability. It is understood that an employee may limit his/her availability to any classification for which he/she is qualified.

To be counted as a decline, personal contact should have occurred, however, where an employee cannot be reached at his/her usual phone number within a twenty-four (24) hour period, the Employer is entitled to assume he/she is unavailable and record a decline by writing to the employee. A minimum of three (3) calls, reasonably spaced will be attempted. The Employer agrees to refrain from calling after 9:00 p.m. except in an emergency. Generally, the hours for dispatching will be from 6:00 a.m. to 9:00 a.m. and from 6:00 p.m. to 9:00 p.m. The parties recognize that situations may arise where dispatching will occur outside these hours.

### 13.4 Relocations of a Temporary Nature

No employee shall be transferred to a position outside his/her regular seniority block except by mutual agreement and provided there is no employee eligible for recall, pursuant to Article 13.2 above. Except for employees who register for work in another seniority block or those who agree to accept recall in an adjacent seniority block, employees who are transferred outside their normal seniority block will have all necessary expenses such as meals and travel paid for by the Employer. Where relocation requires an overnight stay, the Employer will pay for the necessary accommodation.

## ARTICLE 14 - HOURS OF WORK

### 14.1 Work Schedules

The Parties recognize that work schedules shall meet the hours of operation and shall consider unusual or seasonal demands.

### 14.2 Hours of Work

- (a) The hours of work shall be eight (8) hours in a day and forty (40) hours in a week, inclusive of two (2) paid fifteen (15) minute rest periods in each eight (8) hour shift.
- (b) The work week shall be Monday to Sunday.
- (c) Employees who are required to eat their meals at their work station shall have the meal period scheduled with pay within their work day. Notwithstanding Clause 14.2(a), the Employer may institute a four (4) day, ten (10) hour shift pattern with the approval of the Union stewards, it is agreed that the steward shall have access to the potential contract between the Employer and its customer.

### 14.3 Minimum Hours

An employee who reports for work on the call of the Employer is entitled to a minimum of four (4) hours' pay at the regular rate. An employee who is dispatched to work will receive a minimum of four (4) hours' pay, unless the work is cancelled prior to the shift commencing, in which case the employee will receive two (2) hours' pay.

### 14.4 Standby Provisions

- (a) Where employees are required to stand by to be called for duty under conditions which restrict their normal off-duty activities, they shall be compensated at straight time in the proportion of one (1) hour's pay for each three (3) hours standing by (or prorated portion thereof). 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) Employees required to stand by under Clause 14.4(a) above will not be required to stand by on two (2) consecutive weekends or two (2) consecutive designated paid holidays, except by mutual agreement. This provision will not apply in emergency situations.
- (c) Employees required to be on stand by shall be assigned standby on an equitable basis considering the qualifications of employees required.

### 14.5 Meal Periods

- (a) Recognized meal periods will be within the middle two (2) hours of the work day or shift. The normal meal period will not be less than one-half ( $\frac{1}{2}$ ) hour and not more than one (1) hour. Lengthening of the scheduled work day will not be achieved by expanding the normal meal period, except by mutual agreement.
- (b) Where employees are required to work during their meal period, they shall be paid for that time.
- (c) Provided that the limits for the meal periods are not exceeded, employees may leave their workplace to take such breaks. However, where an employee chooses to leave his/her workplace the Employer shall not be responsible for his/her transportation.

**ARTICLE 15 - SHIFT WORK****15.1 Weekend Shifts**

An employee will not be required to work in excess of four (4) weekend days per month except by mutual agreement.

**15.2 Definition of Shifts and Shift Premiums**

- (a) (1) *Day Shift* - all hours on any shift starting between 6:00 a.m. and 6:00 p.m. inclusive;
- (2) *Afternoon/Night Shift* - all hours on any shift starting between 6:00 p.m. and 6:00 a.m.
- (b) *Shift Premium*

Effective date of ratification twenty cents (20¢) per hour for afternoon/night shift work.

**ARTICLE 16 - OVERTIME****16.1 Definitions**

- (a) "*Overtime*" - means work performed by an employee in excess of eight (8) hours in a day or forty (40) hours in a week.
- (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;
- (e) "*Double time and one-half*" - means two and one-half times the straight-time rate.

**16.2 Overtime Entitlement**

Overtime shall be compensated in fifteen (15) minute increments; however, employees shall not be entitled to any compensation for periods of overtime of less than five (5) minutes per day.

**16.3 Sharing of Overtime**

Where a work crew is assigned to work at a job site and overtime is required, the senior employees working at that job site will be given the first opportunity to work the overtime.

**16.4 Overtime Compensation**

- (a) Overtime shall be compensated at the following rates:
  - (1) time and one-half (1½) for the first three (3) hours worked in excess of eight (8) hours on a work day; and
  - (2) double (2x) time for hours worked in excess of Clause 16.4(a)(1) above;
  - (3) time and one-half (1½) for all hours in excess of forty (40) hours in a week up to forty-eight (48) and double time thereafter, excluding daily overtime.

The compensation of overtime in Clause 16.4(a)(1) and (2) is to be on a daily basis and not cumulative.

- (b) An employee who works on a designated holiday which is not a scheduled work day 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.

### 16.5 Weekend Work

Employees who qualify for overtime by working more than eight (8) hours a day or forty (40) hours in a week will be compensated at one and one-half (1½) times the regular rate of pay for the first eight (8) hours worked on a Saturday and double (2x) time thereafter. Employees will be compensated at double (2x) time for all hours worked on a Sunday.

### 16.6 Overtime Meal Allowance

- (a) When an employee is required to work in excess of two and one-half (2½) hours overtime immediately before or after completion of eight (8) hours in a work day shall be provided with a meal or shall be reimbursed with an overtime meal allowance, and a meal break of one-half (½) hour with pay will be given. The overtime meal allowance shall be ten dollars (\$10). The overtime meal allowance is subject to the employee not being aware of the overtime prior to reporting to work.
- (b) If the employee continues to work overtime beyond three (3) hours, a further meal or allowance and meal break as above shall be provided upon completion of an additional four (4) hours 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 apply only to hours worked outside his/her regular shift times for a normal work day.
- (d) Where any of the meals provided under Clause 16.5(a), (b), (c) or (d) above duplicates a meal to which an employee is entitled, then the employee shall receive only one (1) benefit for each meal.

### 16.7 Right to Refuse Overtime

- (a) All employees shall have the right to refuse to work pre-scheduled overtime, except when required to do so in emergency situations, without being subject to disciplinary action for so refusing.
- (b) An employee on standby shall not have the right to refuse callout.

### 16.8 Callout Provisions

#### (a) *Callout Compensation*

An employee who is called back to work after a shift shall be compensated for a minimum of four (4) hours at straight time rates up to a total of eight (8) hours for the entire day after which overtime shall apply.

#### (b) *Overtime or Callout*

- (1) 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, with no shortfall out of his/her regular shift;
- (2) If the elapsed eight (8) hour period following results in only two (2) hours or less of their regular shift available for work, employees shall not be required to report for work on that shift, with no shortfall.
- (3) Should the employee be required to work that period which is considered free from work as provided for in Clause 16.8(b)(1) and above, then that portion of the shift shall be compensated at overtime rates.

### 16.9 Rest Interval After Overtime

An employee required to work overtime adjoining his/her shift shall be entitled to eight (8) clear hours between the end of the overtime work and the start of his/her next shift. If eight (8) clear hours are not

provided, a premium calculated at overtime rates shall apply to hours worked on the next shift.

**16.10 Method of Compensation**

Overtime compensation shall be paid out on each paycheque.

**16.11 Allocation of Overtime**

- (a) Pursuant to Article 16.3 and except in the case of emergencies, overtime shall be allocated on an equitable basis to qualified employees.
- (b) the purpose of this Article, an effort by the Employer to contact an employee shall constitute an opportunity to work overtime.

**16.12 Overtime Records**

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

**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
Victoria Day	Remembrance Day
Canada Day	Christmas Day
British Columbia Day	

- (b) It is understood that Heritage Day shall be recognized as a designated paid holiday upon proclamation. Any other holiday proclaimed a holiday by Federal, Provincial or Municipal Governments for locality in which an employee is working shall also be a paid holiday.
- (c) Any shift that has the majority of hours being worked falling on a designated holiday, will receive compensation as per Article 17.2.

**17.2 Holiday Falling on a Work Day**

An employee who works on a designated holiday shall be compensated at the rate of double time for hours worked, except for Christmas Day and New Year's Day when the compensation shall be at the rate of double time and one-half for hours worked.

**17.3 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.

**17.4 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.

**17.5 Paid Holiday Pay**

Payment for paid holidays will be made at an employee's basic pay, except if an employee has been working in a higher paid position than his/her regular position for a majority of the sixty (60) work days preceding a paid holiday, in which case he/she shall receive the higher rate.

**17.6 Eligibility and Statutory Holiday Pay**

To be entitled to a paid day off on a statutory holiday, or to premium pay for working on a statutory holiday, you must have been employed for at least thirty (30) calendar days.

Vacation days count as days employed when determining entitlement to statutory holiday, and vacation pay counts as wages earned when calculating the amount of statutory holiday pay.

An eligible employee with a regular schedule of hours who has worked at least fifteen (15) of the thirty (30) calendar days prior to a statutory holiday is entitled to a regular day's pay for the holiday.

An eligible employee who has worked irregular hours on at least fifteen (15) of the thirty (30) days prior to a statutory holiday is entitled to an average day's pay for the holiday. To calculate an average day's pay, divide the total wages earned in the thirty (30) day period (excluding overtime) by the number of days worked.

An eligible employee who has worked fewer than fifteen (15) of the thirty (30) days prior to a statutory holiday is entitled to pro-rated statutory holiday pay. Pro-rated statutory holiday pay is calculated by dividing the total wages earned in the thirty (30) day period (excluding overtime) by fifteen (15).

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

Employees shall be paid four percent (4%) of their gross wages as vacation pay on each cheque. Notwithstanding the previous sentence, an employee shall, upon the completion of five (5) years of continuous service with the Employer, receive vacation pay in the amount of six percent (6%) of gross wages. Employees shall be granted vacation leave as per Employment Standards, upon request, subject to scheduling arrangements.

**18.2 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.

**ARTICLE 19 - TRAINING****19.1 Selection for Training**

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

- (a) senior employee within the classification;
- (b) other employees as designated by the Employer.

**19.2 Reimbursement for Approved Courses**

- (a) 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.
- (b) The Parties to this Agreement may, by mutual consent, agree to an alternate reimbursement percentage for approved job-related courses.
- (c) Termination of employment will nullify any obligation of assistance by the Employer.
- (d) Subject to employees working exclusively with Safety on Site Traffic Controllers at the time.

**19.3 Training For New Employees**

The Employer shall ensure that each new employee will receive four (4) hours observation training with two (2) TCP's. A trainer designated by the Employer will then work with the trainee at varying jobs at varying times for up to an additional twenty-eight (28) hours. The length of the training period will be determined by the Employer. This training shall commence on the date of hire and be with pay but the training will not be consecutive.

**ARTICLE 20 - SPECIAL AND OTHER LEAVE**

**20.1 Bereavement Leave**

- (a) In the case of bereavement in the immediate family, an employee shall be entitled to special leave, without pay, for three (3) consecutive work days.
- (b) Immediate family is defined as an employee's parent, wife, husband, child, brother, sister, father-in-law, mother-in-law, and grandchild.
- (c) In the event of the death of the employee's grandparents, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and any other relative permanently residing in the employee's household or with whom the employee permanently resides, the employee shall be entitled to special leave for one (1) day for the purpose of attending the funeral or memorial service.

**20.2 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 his/her formal hearing to become a Canadian citizen ..... one (1) day;
  - (7) attend funeral as pall-bearer or mourner ..... one-half (½) day;
  - (8) court appearance for hearing of employee's child..... one (1) day.
- (b) Two (2) weeks' notice is required for leave under Clause 20.2(a)(1), (2), (5) and (6).

### 20.3 General Leave

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

### 20.4 Pregnancy Leave, Family Leave and Jury Duty

#### (a) *Pregnancy Leave*

(1) A pregnant employee who requests leave under this section is entitled to up to seventeen (17) weeks of unpaid leave:

(i) beginning (a) no earlier than eleven (11) weeks before the expected birth date; and (b) no later than the actual birth date; and

(ii) ending (a) no earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period; and (b) no later than seventeen (17) weeks after the actual birth date.

(2) An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.

(3) An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under Subsection (1) or (2).

(4) A request for leave must:

(i) be given in writing to the Employer;

(ii) if the request is made during the pregnancy, be given to the Employer at least four (4) weeks before the day the employee proposes to begin leave; and

(iii) if required by the Employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under Subsection (3).

(5) A request for a shorter period under Subsection (1)(ii) must:

(i) be given in writing to the Employer at least one (1) week before the date the employee proposes to return to work; and

(ii) if required by the Employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

#### (b) *Parental Leave*

(1) An employee who requests parental leave under this section is entitled to:

(i) for a birth mother who takes leave under Section (a) above in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-five (35) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Section (a) above unless the Employer and employee agree otherwise;

- (ii) for a birth mother who does not take leave under Section (a) above in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-seven (37) consecutive weeks of unpaid beginning after the child's birth and within fifty-two (52) weeks after that event;
  - (iii) for a birth father, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event; and
  - (iv) for an adopting parent, up to thirty-seven (37) consecutive weeks beginning within fifty-two (52) weeks after the child is placed with the parent.
- (2) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under Subsection (1).
- (3) A request for leave must:
- (i) be given in writing to the Employer;
  - (ii) if the request for leave under Subsection (1)(i) or (ii), be given to the Employer at least four (4) weeks before the employee proposes to begin leave; and
  - (iii) if required by the Employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
- (4) An employee's combined entitlement to leave under (a) above and this section is limited to fifty-two (52) weeks plus any additional leave the employee is entitled to under Section (a)(3) or Subsection (2) of this section.

(c) *Family Responsibility Leave*

An employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibilities related to:

- (1) the care, health or education of a child in the employee's care; or
- (2) the care or health of any other member of the employee's immediate family.

(d) *Duties of Employer*

- (1) An Employer must give an employee who requests leave under this Part the leave to which the employee is entitled.
- (2) An Employer must not, because of an employee's pregnancy or a leave allowed by this Part,
  - (i) terminate employment; or
  - (ii) change a condition of employment without the employee's written consent.
- (3) As soon as the leave ends, the Employer must place the employee
  - (i) in the position the employee held before taking leave under this Part; or
  - (ii) in a comparable position.
- (4) If the Employer's operations are suspended or discontinued when the leave ends, the Employer must, subject to the seniority provisions in a Collective Agreement, comply with Subsection (3) as soon as operations are resumed.

(e) *Jury Duty*

If an employee is required to attend court as a juror, the Employer has the same duties under Section D (2) to (4) in relation to the employee as if that employee were on leave under this Part.

## **ARTICLE 21 - OCCUPATIONAL HEALTH AND SAFETY**

### **21.1 Statutory Compliance**

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

### **21.2 Unsafe Work Conditions**

Pursuant to Section 3.12 of the Worker's Compensation Board Occupational Health and Safety Regulations, no employee shall be disciplined for refusal to work on an assignment in which, he/she considers to be unsafe.

### **21.3 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 remainder of their shift. Any monies received from WCB for the day in question is to be reimbursed to the Employer.

### **21.4 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.

### **21.5 Investigation of Accidents**

- (a) Pursuant to the Workers' Compensation Board Occupational Health and Safety Regulations, all accidents shall be investigated jointly by at least one (1) representative designated by the BCGEU and one (1) management representative.
- (b) Reports shall be submitted on a mutually-agreed accident investigation form 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, or designate, of the nature and circumstances of the accident and arrange as soon as possible for a joint investigation.

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

Where the Employer has a contract with a customer that requires the Employer to provide an employee with a First Aid Certificate, such employee will receive a premium of seventy-five percent (75%) of the amount specified in the contract between the Employer and the customer for that certificate:

- (a) The Union and the Employer agree that First Aid Regulations made pursuant to the Workers' Compensation Act shall be fully complied with.

- (b) Where the Employer requires an employee, or where the employees are currently performing first aid duties in addition to the normal requirements of the job, the cost of obtaining and renewing the Industrial First Aid Certificate shall be borne by the Employer, and leave to take the necessary courses shall be granted with pay.
- (c) Employees required to possess an Industrial 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.
- Industrial First Aid Certificate, Level 1 - \$.30 per hour;
  - Industrial First Aid Certificate, Level 2 - \$.40 per hour;
  - Industrial First Aid Certificate, Level 3 - \$.50 per hour.
- (d) (1) In order to meet the requirements of Clause 21.7(a) above, the Employer will designate in order of seniority from among those employees holding an appropriate Industrial First Aid Certificate to act as the First Aid Attendant in addition to the normal requirements of the job.
- (2) Where no employee within the work group possesses an Industrial First Aid Certificate, the opportunity to obtain a Certificate will be offered to employees within the work group in order of service seniority, provided the employee can meet the requirements of the WCB regulations to undertake the training in order to obtain an Industrial First Aid Certificate.
- (3) In the event that the procedures outlined above do not meet the requirements of Clause 21.7(a), the Union will assist the Employer to meet their obligations by approaching employees in the work group on behalf of the Employer.
- (4) Failing Clause 21.7(d)(3) above, the Employer may require the most senior employee within the work group who can meet the requirements of the WCB regulations to undertake Industrial First Aid training in order to obtain a Certificate.

### **21.7 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 informed in the identification, safe handling, use, storage, and/or disposal of same. The Employer to provide any protective gear.

### **21.8 Radio Contact or Employee Check**

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

## **ARTICLE 22 - CONTRACTING**

### **22.1 No Contracting Out**

The Employer agrees not to contract out any of the Employer's work presently performed by employees covered by this Agreement.

**ARTICLE 23 - HEALTH AND WELFARE BENEFITS****23.1 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 on the Employer's time.

**ARTICLE 24 - EMPLOYEE EQUIPMENT AND CLOTHING****24.1 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. Where the following safety equipment is required by the Workers' Compensation Board, it will be issued on an individual basis:

- (1) hard hats
- (2) protective hearing devices
- (3) reflective vests and cuffs
- (4) flashlights and batteries
- (5) paddle and staff
- (6) Replacement Provisions

Replacement of unserviceable items will be made upon surrender of items to be replaced.

(b) All equipment issued shall be returned to the Employer upon termination of employment.

**24.2 Radios**

The Employer shall ensure that each crew is equipped with a minimum of two (2) two-way radios at each work location, as deemed by WCB Regulations.

All employees who are required to use radios will receive backup batteries for each radio used on each job.

**ARTICLE 25 - RATES OF PAY AND CLASSIFICATION****25.1 Rates of Pay**

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

**25.2 Classification and Salary Assignments**

When a new substantially altered classification covered by this Agreement is introduced, the rate of pay shall be subject to negotiations between the Employer and the Union. If the Parties are unable to agree, the matter will be referred to Arbitration, pursuant to Article 9.

**25.3 Paydays**

- (a) Employees shall be paid on the seventh (7th) and twenty-second (22nd) day of each month.
- (b) A comprehensive statement detailing all payments, allowances and deductions shall accompany the paycheque for each pay period.

**ARTICLE 26 - PREMIUMS AND ALLOWANCES**

**26.1 Travel Time Pay**

Where the Employer has arranged travel time pay for employees with the contractor, travel time will be paid at the employees base rate of pay. Employees will be informed verbally when the contractor does not pay travel time.

Any mileage over 40 kilometres the Employer will inform the employee that they have requested the contractor to pay travel and the Employer will confirm with the member before dispatching.

**26.2 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

**26.3 Accommodation, Board and Lodging**

- (a) Double accommodation, for employees who are assigned travel status from their seniority block shall be paid by the Employer.
- (b) Reasonable board and lodging allowances will be paid to any employees working at locations beyond a reasonable commuting distance. These allowances shall be consistent with the Employer's past practice.

**26.4 Telephone Allowance**

Employees on travel status who are required to obtain overnight accommodation shall be entitled, upon providing proper documentation, to claim one (1) three (3) minute telephone call home, to or within British Columbia, for every three (3) consecutive nights away.

**26.5 Training Allowance**

Effective date of ratification, employees who are designated by the Employer to provide training to a specified level and to certify to such competency of the employees so trained, shall receive one dollar fifty cents (\$1.50) per hour while training. Depending on the job site and availability of personnel, the Employer may either designate a trainer or the most senior qualified TCP within the site work group shall be given the opportunity to provide such training.

**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:
  - physical threats or intimidation;
  - words, gestures, actions or practical jokes, the natural consequence of which is to humiliate, alarm or abuse another person;
  - distribute 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 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 the respondent shall be apprised of the President's resolution.
- (d) Both the complainant and the respondent shall be given the option of having a steward present at any meeting held pursuant to the above investigation.
- (e) Pending determination of the complaint, the Executive Director 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 his/her 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; or
  - (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 - GENERAL CONDITIONS**

### **28.1 Copies of Agreements**

- (a) Copies of the Agreement will be printed for distribution to each employee. The cost of such printing and distribution shall be borne by the Union.

The Employer shall distribute the Collective Agreements to its employees upon hire.

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

COLLECTIVE AGREEMENT  
between  
SAFETY ON SITE TRAFFIC CONTROLLERS  
and the  
B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION  
Effective to December 31, 2003

- (c) The Employer will provide copies of the printed Agreement within ninety (90) days of the signing. The ninety (90) days may be waived in extenuating circumstances.

### **28.2 Travel Advance**

Employees who are on travel status and are required to travel outside his/her seniority block shall be provided with an adequate travel advance. The amount of the advance will be determined by such factors as time away from headquarters and the frequency of reimbursement.

### **28.3 Work Group**

Each work group within a seniority block shall be considered completely independent for the following purposes:

- (a) substitution;
- (b) allocation of overtime.

The current seniority block boundaries shall determine the jurisdiction of a traffic control work group. The Parties recognize that situations of an emergent nature may arise where work jurisdictions for employees may cross over.

**28.4 Unauthorized Absence from Work**

An employee who has been pre-scheduled and who fails to report for duty for one (1) work day without informing the Employer of the reason for his/her absence will be presumed to have abandoned his/her position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not having informed the Employer.

**ARTICLE 29 - LABOUR/MANAGEMENT COMMITTEE**

(a) The Employer and the Union agree to establish a Labour/Management Committee comprised of two (2) Employer designates and two (2) Union Representatives. The Committee shall meet at the request of either Party, but not more than once per month at a place and time to be mutually agreed.

(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, to review trends in training programs for the purpose of evaluating potential employee needs, and to maintain effective Union/Management relations. Any discussion of grievances as defined by this Agreement, shall be treated strictly on a "without prejudice" basis.

**ARTICLE 30 - TERM OF AGREEMENT**

**30.1 Term**

This Agreement shall be binding on the Parties and except as otherwise specified shall be effective from the date of ratification until midnight December 31, 2003.

**30.2 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 October 1, 2003, but in any event not later than midnight, October 31, 2003.

(b) Where no notice is given by either Party prior to October 31, 2003, both Parties shall be deemed to have given notice under this section on October 31, 2003.

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

(d) Where a Party to this Agreement has given notice under Clause 29.2(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.

**30.3 Agreement to Continue in Force**

Both Parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining.

**30.4 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.

**30.5 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 Section 66(a) of the Labour Code of British Columbia is hereby excluded.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

\_\_\_\_\_  
Wendy Woodward, President

\_\_\_\_\_  
Debra Richter  
Bargaining Committee

\_\_\_\_\_  
Kevin Kaiser  
Employer Representative

\_\_\_\_\_  
Tammy Soproni  
Bargaining Committee

\_\_\_\_\_  
Cheryl Jones  
Staff Representative

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

**APPENDIX A  
WAGE RATE**

(a) Probationary Rate: Existing rate of \$8.20 per hour and subsequent increases introduced under the ESA.

(b)

<b>Senior TCP</b>	
Existing	\$9.20
Effective date of ratification	\$9.50
July 1, 2002	\$9.80
July 1, 2003	\$10.00

(c) Employees who are required by the Employer to transport other crew members or equipment (other than personal safety equipment) will receive a premium of one dollar (\$1.00) per hour for all hours worked on any day that they provide such transport. Effective date of ratification, this premium will be increased to one dollar and twenty cents (\$1.20) per hour.

Where an employee is required by the Employer to use his/her own vehicle as a "pilot vehicle", that employee will receive a premium of five dollars (\$5.00) per hour for the period of time that the vehicle is so used. This premium is in addition to the employee's regular rate of pay.

It is understood between the Employer, employees and the Union that the Employer has the right to work as TCP Supervisory positions on all job sites.

**MEMORANDUM OF AGREEMENT #1  
DISPATCH PROCEDURE**

All employees registered to work for Safety on Site will be called in order of seniority. The seniority list for each seniority block will be updated every three (3) months and provided to the shop steward. TCP's will be called in order of seniority. All employees will provide the employer their pager, cell and home phone number for the purpose of the call-in procedure. Dispatch will document who was called, time, date, refusal or acceptance. If a dispatcher receives a busy signal or no answer they wait for five (5) minutes and call again. When the dispatcher calls again, if no answer they will wait for five (5) minutes, then call again, and if there is still no answer the dispatcher will go to the next person on the seniority list. If a dispatcher leaves a message, they will indicate time of call and the employee must return the call within five (5) minutes. If the most senior person denies the shift, they will go to the bottom of the call-in list. After everyone else has been called, and if the shift continues to be vacant, the dispatcher will begin by calling the most senior employee who turned down the first shift.

The shop steward will have, upon written request, the right to review the dispatch documentation. If there is a dispute, the steward will meet with the employer to discuss the discrepancy.

The parties recognize that the call out intervals may be reviewed at a later date as the complexity of the business changes.

**MEMORANDUM OF AGREEMENT #2  
SAFETY**

The parties recognize the need to canvass safety issues and provide a means of discussing these with employees and establish a safety committee.

These issues and concerns will be canvassed by the employer on a regular basis in the seniority blocks. Any correspondence received by the employer in this canvass will be copied to the Union.

The Employer and the safety committee will be present at the same time the Union calls its regular membership meetings to discuss safety programs, issues, and concerns that may have been raised in the seniority block canvass. The employer will maintain a record of the meeting and matters discussed.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

\_\_\_\_\_  
Wendy Woodward, President

\_\_\_\_\_  
Debra Richter  
Bargaining Committee

\_\_\_\_\_  
Kevin Kaiser  
Employer Representative

\_\_\_\_\_  
Tammy Soproni  
Bargaining Committee

\_\_\_\_\_  
Cheryl Jones  
Staff Representative

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2002.