

**COLLECTIVE AGREEMENT**

**between the**

**ARGO ROAD MAINTENANCE  
(SOUTH OKANAGAN) INC.  
(Contract Area 08)**

**and the**

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

**Effective from November 8, 2006 to November 7, 2011**

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## DEFINITIONS

For the purpose of this Agreement:

- (1) "*Bargaining unit*" means all employees of the maintenance contractor in Contract Area 8 except those excluded by the *Act* and those mutually agreed to between the parties to this Agreement. If mutual agreement cannot be reached either party may refer the matter to arbitration.
- (2) "*Bargaining unit work*" means all work including contracting work performed by the Employer and all road and bridge maintenance work required by the Province of BC to be performed by the Employer in Contract Area 8.
- (3) "*Basic pay*" means the rate of pay negotiated by the parties to this Agreement, including add-to-pay resulting from salary protection.
- (4) "*Child*" wherever the word "*child*" is used in this Agreement, it shall be deemed to include a ward of the Superintendent of Family and Child Services, or a child of a spouse;
- (5) "*Classification Series*" is a grouping of similar occupations performing a variety of semi-skilled and skilled duties.
- (6) "*Contract Area*" means the geographic maintenance area as negotiated between the Employer and the Province of BC.
- (7) "*Day of rest*", in relation to employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties.
- (8) "*Demotion*" means a change from an employee's position to one with a lower salary.
- (9) "*Employee*" means a member of the bargaining unit and includes;
  - (a) "*Regular*" - meaning an employee who is employed for work which is of a continuous full-time or continuous part-time nature.
  - (b) "*Auxiliary*" - meaning an employee who is employed for work which is not of a continuous nature including as and when required.
- (10) "*Employer*" means the incumbent highways maintenance contractor.
- (11) "*Holiday*" means the twenty-four (24) hour period commencing at 0001 hours of a day designated as a paid holiday in this Agreement.
- (12) "*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.
- (13) "*Lateral Transfer*" or "*transfer*"- means the movement of an employee from one position to another pursuant to Clause 12.17.
- (14) "*Layoff*" includes a cessation of employment or elimination of a job resulting from a reduction of the amount or work required to be done by the Employer, a reorganization, program termination, closure or other material change in organization and where, should work become available, employees will be recalled in accordance with Article 13 and 30.

- (15) "*Leave of absence with pay*" means to be absent from duty with permission and with current pay.
- (16) "*Leave of absence without pay*" means to be absent from duty with permission but without pay.
- (17) "*Point of Assembly*" means that location where an employee regularly reports for work assignments within his/her seniority block.
- (18) "*Probation*" means the first forty-five (45) working days of employment.
- (19) "*Promotion*" means a change from an employee's position to one with a higher salary level.
- (20) "*Qualified*" means that the employee meets the minimum requirements of the classification.
- (21) "*Relocation*" means the movement of an employee from one seniority block or their regular point of assembly to another.
- (22) "*Resignation*" means a voluntary notice by the employee, in writing, that he/she is terminating his/her service on the date specified.
- (23) "*Rest period*" is a paid interval which is included in the workday and is intended to give the employee an opportunity to have refreshments or a rest.
- (24) "*Seniority block*" means that geographic area in which an employee earns and maintains seniority.
- (25) "*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.
- (26) "*Steward*" means the union's representative at the local level.
- (27) "*Spouse*" includes husband, wife and common-law spouse.
- (28) "*Termination*" is the separation of an employee for just cause.
- (29) "*Temporary Assignment*" shall be defined as a work assignment(s) of twenty (20) days or less in a calendar year, with the exception of mobile crews who move throughout the Service Area.
- (30) "*Travel status*" with respect to an employee means absence of the employee from his/her seniority block on the Employer's business with the approval of the Employer.
- (31) "*Union*" means the B.C. Government and Service Employees' Union.
- (32) "*Workday*" is a period of twenty-four (24) consecutive hours commencing with the starting time of any shift. For the purpose of calculating compensatory overtime rates only, the time worked prior to, but adjoining to, a shift shall be deemed as time worked after a shift.
- (33) "*Work group*" is a crew or number of crews which work from a common point of assembly and perform work of a similar nature in a defined seniority block (ie., road crew, bridge crew, mechanical crew, etc.).
- (34) "*Work schedule*" means the roster of work hours and days, start and finish times, length of scheduled workday, shift patterns and where appropriate, averaging periods in order to meet the annual hours of work.

## ARTICLE 1 - PREAMBLE

### 1.1 Purpose of Agreement

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

### 1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement, and the parties hereto shall negotiate a mutually agreeable provision to be substituted. If mutual agreement cannot be reached, the matter may be submitted to arbitration by either party.

### 1.3 Conflict With Policy

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

### 1.4 Singular and Plural/Gender

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

### 1.5 Human Rights and Employment Standards Act

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

## ARTICLE 2 - UNION RECOGNITION AND RIGHTS

### 2.1 Bargaining Unit Defined

- (a) The bargaining unit shall comprise all employees of the Employer except those employees in positions mutually agreed to between the parties or those positions excluded under the *Labour Relations Code*.
- (b) Positions excluded by this Agreement shall be as described in Appendix 5 — Excluded Personnel.
- (c) Incumbents of new positions established by the Employer shall automatically be included in the bargaining unit unless specifically excluded by mutual agreement between the parties or excluded by the Labour Relations Board.

### 2.2 Bargaining Agent Recognition

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

### **2.3 Correspondence**

- (a) The Employer agrees that all correspondence between the Employer and the Union related to matters covered by this Agreement shall be sent to the President of the Union or his/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 his/her designate.
- (c) The Employer agrees that a copy of any correspondence between the Employer and any employee in the bargaining unit covered by this Agreement shall be forwarded to the President of the Union or his/her designate.

### **2.4 No Other Agreement**

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

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

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

### **2.6 Recognition of Stewards**

- (a) The Employer recognizes the Union's right to appoint stewards 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 with current pay and permission shall not be unreasonably withheld. On resuming his/her duties the steward shall notify his/her supervisor.
- (b) The duties of stewards shall include but are not limited to:
  - (1) investigation of complaints;
  - (2) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
  - (3) supervision of ballot boxes and other related functions during union votes;
  - (4) attending meetings at the request of the Employer.
- (c) Subject to a recognized lack of other facilities, the Employer will not unreasonably withhold approval to utilize employer assembly rooms for the purpose of the election of a union steward on the employee's time. This article is subject to the availability of a suitable employee who shall accept responsibility for the care of equipment and facilities in the place of work while the election is being conducted.
- (d) Stewards who are requested by the Employer to meet on days of rest or outside their regularly scheduled hours shall be compensated at the applicable overtime rates and such time credited to their CTO bank.

### **2.7 Union Bulletin Boards**

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

## 2.8 Union Insignia

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

## 2.9 Right to Refuse to Cross Picket Lines

All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in relevant legislation. Any employee failing to report for duty shall be considered absent without pay. Failure to cross a picket line encountered in carrying out the employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

## 2.10 Time Off for Union Business

- (a) Leave of absence without current pay and without loss of seniority, shall be granted by the Employer for:
  - (1) an elected or appointed union representative to attend conventions of the Union and bodies to which the Union is affiliated;
  - (2) an elected or appointed union representative to attend to union business which required 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.
- (b) Leave of absence without loss of current pay or seniority shall be granted to union appointees who are attending and may require travel time to attend the Labour Management Committee.
- (c) To facilitate the administration of union leaves without pay, the leave shall be given at current pay and the Union shall reimburse the Employer for salary and benefit costs.
- (d) The Union shall provide the Employer with fourteen (14) calendar days' notice prior to the commencement of such leave. The Employer will not unreasonably withhold the granting of such leave where less than fourteen (14) calendar days' notice is given.
- (e) *Chief Stewards* – leave of absence with current pay, benefits, and without loss of seniority, will be granted to one (1) chief steward for up to a combined maximum total of three (3) days per years to deal with collective agreement related problems on the worksites within the Service Area. Further leaves will be granted as required as per Clause 2.10(a) (2).

## 2.11 Union Bargaining Committee

The Union's Bargaining Committee shall consist of up to three (3) employees and leave of absence with current pay will be granted to three (3) employees in order for them to be present at negotiation meetings

with the Employer. The Union shall have the right to have, at any time, the assistance of members or the staff of the Union when negotiating with the Employer. The leave shall apply to days of negotiation.

**2.12 Office Use/Union Representatives**

- (a) Union representatives shall be permitted entry to the Employer's premises in order to carry out their required duties. Union representatives shall notify the designated supervisor in advance of this requirement and shall also indicate the purpose for entering. Union representatives shall not interfere with the operational requirements of the Employer.
- (b) The Employer shall make available to union representatives, temporary use of an office or similar facility to conduct confidential investigation of grievances.
- (c) Union representatives include the President, staff, stewards and executive members.
- (d) The Employer shall allow reasonable use of assembly rooms or similar facilities for the purpose of conducting union meetings on the employee's time. Union representative shall be allowed reasonable use of the employer's telephone and incidental use of the photocopier and facsimile machines provided the Employer is advised and the employee is on his/her own time.

**2.13 Emergency Services**

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

**2.14 No Interruption of Work**

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

**ARTICLE 3 - UNION SECURITY**

**3.1 Condition of Continued Employment**

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

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

**4.1 Union Dues and Assessments**

- (a) The Employer shall, as a condition of employment, deduct from the wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular dues payable to the Union by a member of the Union.
- (b) The Employer shall deduct from each employee, who is a member of the Union, any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.
- (c) Deductions shall be made for each biweekly payroll period and membership dues or payments in lieu thereof shall be considered owing in the period for which they are so deducted.
- (d) All deductions shall be remitted to the President of the Union not later than twenty-eight (28) days after the date of deduction, and the Employer shall also provide the following information by Contract Area, on a computer disc:

- Social Insurance Number

- Surname and First Name
- Sex
- Address
- Job Classification
- Gross Pay
- Month-to-Date Dues

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

(f) From the date of the signing of this Agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit.

(g) An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's wages or salary, the amount of the regular dues payable to the Union by a member of the Union. A copy of the completed form will be forwarded to the local BCGEU office.

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

The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-Off. A new employee shall be advised of the name and location of his/her steward. Whenever the steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce him/her to his/her steward, who will provide the employee with a copy of the Collective Agreement. The Employer agrees that a union steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for fifteen (15) minutes sometime during the first five (5) days of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and the employee's responsibilities and obligations to the Employer and the Union.

### **ARTICLE 6 - EMPLOYER RIGHTS**

#### **6.1 Employer Recognition**

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

#### **6.2 Bargaining Unit Work**

Bargaining unit foremen are entitled to perform bargaining unit work that they are trained and qualified to perform in a safe and efficient manner.

## ARTICLE 7 - EMPLOYER/UNION RELATIONS

### 7.1 Union and Employer Representation

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

### 7.2 Technical Information

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

### 7.3 Labour Management Committee

(a) The Employer and the Union agree to establish a Labour Management Committee comprised of an equal number of employer and union representatives not to exceed three (3) per party. The Committee shall meet at the request of either party, but not less than every two (2) months, at a place and time to be mutually agreed. This committee may call upon additional persons for technical information or advice.

(b) The Committee shall be chaired alternately by the employer and union representatives. The purpose of the meetings shall be to exchange information of mutual interest, to review administrative matters arising from this Agreement, and to maintain effective union/Employer relations. Any discussions of grievances, as defined by this Agreement, shall be treated strictly on a "*without prejudice*" basis.

## ARTICLE 8 - GRIEVANCE PROCEDURE

### 8.1 Grievances

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

### 8.2 Step 1

Every effort shall be made by an employee and 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 circumstance giving rise to the grievance, submit a grievance in writing to the Employer's designate. The Employer's designate will sign and date the grievance form to confirm receipt.

### 8.3 Step 2

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



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

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

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

#### **8.5 Policy Grievance**

Either party may submit a policy grievance respecting the general application, interpretation, or an alleged violation of an article of this Agreement, within thirty (30) calendar days of the occurrence or first becoming aware of the action or circumstance giving rise to the grievance, at arbitration pursuant to Clause 9.1.

#### **8.6 Suspension or Discharge**

In the event of a grievance arising from an employee's suspension or dismissal for just cause, the Employer agrees to notify the employee in writing setting out the grounds for the Employer's action. A copy of the notice will be sent to the Union's designate. Grievances arising from suspension or dismissal shall be filed at Step 2 or arbitration, within twenty-one (21) days of the suspension or dismissal.

#### **8.7 Time Limits**

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

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

#### **8.8 Administrative Provisions**

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

#### **8.9 Technical Objections**

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

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

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

## **ARTICLE 9 - ARBITRATION**

### **9.1 Notification**

Pursuant to Clauses 8.4, 8.5, and 8.6, the Union's area staff representative may submit a grievance to arbitration within twenty-one (21) days of the date of receipt of the Employer's Step 2 response, or within twenty-one (21) days of the date it was due, or within twenty-one (21) days of the alleged violation.

### **9.2 Pre-Arbitration Meeting**

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

- Vince Ready
- Wayne Moore
- Judi Korbin
- Ron Keras
- Richard Longpre
- Robert Blasina

The Arbitrator shall be selected on a rotational basis in the above order, provided he/she is available to convene a hearing within thirty (30) days. Should none of the arbitrators be available within the thirty (30) day period, then the parties may by mutual agreement select an alternative arbitrator.

### **9.3 Decision of the Arbitrator**

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

### **9.4 Time Limit for Decision**

An arbitrator shall render a written decision to the parties within thirty (30) calendar days of the date the arbitration hearing is concluded. This time period may be altered by consent of the parties. Pursuant to this clause, an arbitrator shall agree to the terms and conditions as set out in Letter of Understanding #2 — Arbitrator's Agreement.

### **9.5 Costs**

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

## 9.6 Expedited Arbitration

- (a) If the parties cannot reach agreement on a settlement and if the grievance is not the nature of:
  - (1) policy grievances;
  - (2) grievance requiring substantial interpretation of a provision of the Agreement;
  - (3) grievance requiring presentation of extrinsic evidence.
- (b) Then the parties may, by mutual agreement, submit the grievance to expedited arbitration.
  - (1) The following persons are named as Expedited Arbitrators and shall be appointed on a rotational basis, depending on availability, to hear cases, referred under this process.
    - Vince Ready
    - Wayne Moore
    - Judi Korbin
    - Ron Keras
    - Richard Longpre
    - Robert Blasina
  - (2) If these named arbitrators are not available when required an alternate arbitrator may be appointed by agreement of the parties.
  - (3) The parties will agree to location of hearings and wherever possible to be held at the nearest city to where the grievance arose.
  - (4) Grievance shall be presented by a designated representative of the Union and a designated representative of the Company who will not be an outside lawyer.
  - (5) All presentations are to be short and concise with:
    - (i) comprehensive opening statement dealing with the facts and provisions of the Collective Agreement upon which reliance is placed;
    - (ii) limited use of precedential authorities;
    - (iii) parties endeavouring to conclude cases within one (1) working day.
  - (6) Nothing in the foregoing limits either party from introducing all the evidence they believe relevant to their case.
- (c) Decision will be:
  - (1) rendered verbally to parties within three (3) working days of the hearing;
  - (2) confirmed in writing within two (2) calendar weeks of the hearing;
  - (3) the written decision shall set forth a brief explanation of the facts and the terms of the agreement/law relied upon for the decision;
  - (4) without precedent or prejudice to future proceedings;
  - (5) binding to both parties
  - (6) consistent with the terms of the agreement.

(d) Fees and expenses of the arbitrators shall be shared equally by the parties.

It is understood that changes to this procedure may be made at any time by agreement between the parties. Additionally, the hearings will be governed by the following guidelines which can be amended by agreement between the parties at any time.

- (1) A brief of pertinent documents will be jointly presented to the Chairman.
- (2) If possible, a statement of agreed to facts will be jointly presented to the Chairman.
- (3) Responses to opening statements will cover any facts which are in dispute and any additional facts available.
- (4) The hearing will be conducted in an informal manner with limited objections by the parties and without concern for procedural irregularities.
- (5) Hearsay evidence and extrinsic evidence will be allowed to be entered without objection from the opposing party and given the appropriate weight by the Chairman.
- (6) Witnesses will only be used to enter evidence relative to facts in dispute or for expert explanations and their testimony will be guided to the issues of fact.
- (7) Argument will be presented only to points in issue.
- (8) Mediation of the issue by the Chairman will be permitted if the parties both agree, but the parties must have authority to settle the issue at the table.
- (9) The parties shall equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.

### **9.7 Amending Time Limits**

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

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

### **10.1 Burden of Proof**

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

### **10.2 Right to Steward**

- (a) An employee will be advised in advance of the subject or purpose of any meeting with the Employer which may be the basis of disciplinary action in order for the employee to contact a steward and have the steward present .
- (b) A steward will be advised in advance of the subject or purpose of any meeting with the Employer which may be the basis of disciplinary action against the steward in order for the steward to contact a union representative and have the union representative present.
- (c) An employee shall have the right to have his/her steward present at any discussion with supervisory personnel, which the employee feels may result in discipline.

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

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports or employee appraisals. An employee shall be given a copy of and shall sign acknowledging receipt of any such document placed on the employee's file which might be the basis of

disciplinary action. Should an employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record. The Employer agrees not to introduce as evidence in any hearing, any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

#### **10.4 Suspension or Discharge**

In the event of a grievance arising from an employee's suspension or dismissal, the Employer agrees to notify the employee, in writing, setting out the grounds for the Employer's action. A copy of the notice will be sent to the Union's designate within five (5) calendar days. Grievances arising from suspension or dismissal shall be filed at Step 2 or arbitration within twenty-one (21) days of the suspension or dismissal.

#### **10.5 Probationary Period**

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

#### **10.6 Personnel File**

An employee, or the President of the Union (or designate), with the written authority of the employee, shall be entitled to review the employee's personnel file(s), both paper and, if applicable, electronic, in the office in which the file is normally kept. The employee or the President, as the case may be, shall give the Employer adequate notice prior to having access to such file(s). Written censures, letters of reprimand, adverse reports or any disciplinary action recorded on an employee's personnel file shall be removed automatically after the expiration of twelve (12) months from the date it was issued, provided there are no further infractions.

#### **10.7 Abandonment of Position**

An employee who fails to report for duty for five (5) consecutive workdays 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 11 - SENIORITY**

#### **11.1 Seniority Defined**

- (a) Service seniority for regular employees shall be defined as the length of service with the Employer, and shall include unbroken service seniority as a regular, accrued with the Public Service of BC prior to privatization, plus all service seniority accrued with previous maintenance contractors in Service Area 8. Seniority shall be maintained and accrued except as specified in Clause 11.3 below.
- (b) Service seniority for auxiliary employees shall be defined as the total number of straight-time hours worked with the Employer plus all accumulated straight-time hours accrued with the Public

Service of BC, plus all accumulated straight-time hours accrued with previous maintenance contractors. This accrual will occur only if seniority is unbroken.

(c) When two (2) or more employees have equal seniority, the order of establishing their relative seniority shall be determined by the employees' service start date with the Province of BC or with a maintenance contractor. Where the service start dates are equal, their relative seniority will be determined by chance as mutually agreed to between the employees and the Union.

## 11.2 Seniority Lists

The Employer will provide updated seniority lists for all regular employees on April 1 and October 1 for each classification series within a seniority block. The information will show each person's seniority block, classification and seniority date. These lists will be posted on the appropriate bulletin boards with copies to the Union.

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

## 11.3 Loss of Seniority

(a) A regular employee shall lose his/her seniority in the event that:

- (1) he/she is discharged for just cause;
- (2) subject to Clause 11.4 on re-employment, he/she resigns his/her position;
- (3) accepts a position with the Employer, which is outside the bargaining unit, except for temporary appointments for less than forty-five (45) working days. This period may be extended by mutual agreement between the parties. During this period an employee will continue to pay union dues at his/her old rate and remain a member of the bargaining unit;
- (4) accepts severance payment in accordance with Article 13;
- (5) he/she is on layoff for more than eighteen (18) months.

(b) A regular employee on a claim recognized by the Workers' Compensation Board, or the Insurance Corporation of BC, shall be credited with service seniority equivalent to what he/she would have earned had he/she not been absent and been able to work.

(c) A regular employee who is on leave of absence without pay in an elected or appointed position of the Union or on leave granted under Article 21, shall continue to accrue seniority without benefits during the leave period, provided that, upon returning, the employee shall accept the first available position in his/her original classification at the work location nearest his/her residence.

## 11.4 Re-employment

A regular employee who resigns his/her position and within sixty (60) days is re-employed as a regular employee shall be granted leave of absence without pay covering those days absent and shall retain, effective the date of re-employment, all provisions and rights in relation to seniority and other fringe benefits.

## 11.5 Bridging of Service

If a regular employee resigns after the signing of this Agreement as a result of a decision to care for a dependent child or dependent children, spousal illness or disability or an aging parent and is re-employed,

upon application he shall be credited with length of service accumulated at time of termination for the purpose of benefits based on service seniority. The following conditions shall apply:

- (a) the employee must have been a regular employee with at least three (3) years of service seniority at time of termination;
- (b) the resignation must indicate the reason for termination;
- (c) the break in service shall be for no longer than six (6) years.

The previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

## **ARTICLE 12 - TRAINING AND PROMOTIONS**

### **12.1 Employee Training**

Both parties recognize the need to provide employees with opportunities to improve their qualifications in order to prepare for promotional advancement, upgrade their skills required as a result of technological change, new methods or procedures, and to qualify for new positions being planned. To meet these needs the Employer shall:

- (a) establish an upgrading and/or training program for all trades or trades-related classifications;
- (b) ensure there are at least two (2) regular employees (in excess of the normal operators) trained and qualified to operate each type of equipment in each seniority block, eg., single axle dump truck, tandem dump truck, distributor truck, loader, grader gradall, etc.
- (c) Where the complement in (b) above falls below two (2) regular employees, the Employer shall, within two (2) weeks, commence operator training pursuant to Clause 12.3.
- (d) In seniority blocks with ten (10) or less regular employees, the number in (b) and (c) above should read one (1).

### **12.2 Selection for Training**

- (a) As required within a seniority block, training will be offered to employees in the following order:
  - senior regular employee within the classification;
  - senior regular employee within the classification series;
  - senior auxiliary employee within the classification;
  - senior auxiliary employee within the classification series.
- (b) When the Employer has met its obligation pursuant to Clause 12.1 above, the senior employee may not be eligible for further training until all other employees within the classification series have been offered training. However, when a new type of equipment is introduced the seniority process in (a) above will again apply.

### **12.3 On-The-Job Operator Training**

- (a) Employees shall be designated for on-the-job Operator training in writing.
- (b) Training shall be considered time worked.
- (c) An employee rejected from the training will be so informed in writing by the Employer.
- (d) Unless the employee is under direct supervision, an employee proficiently operating equipment at a higher rate shall receive the appropriate rate for actual hours worked at this higher level.

(e) Employees designated for on-the-job Operator training shall have their training progress evaluated by the Training Operator within the first twenty (20) training workdays. It is the intention of the parties that at least three (3) of the aforementioned training days will be consecutive days of training, subject to operational conditions.

The Training Operator shall recommend to the Employer whether the training will continue until the required level of proficiency is attained or, after at least ten (10) training workdays, that the trainee will be rejected from the training program. Such rejection shall be for reasonable cause and subject to the grievance procedure.

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

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

#### **12.5 Reimbursement for Approved Courses**

- (a) Employees shall, upon successful completion of job-related courses, be reimbursed one hundred percent (100%) of Employer pre-approved costs.
- (b) Tuition fees for approved courses by the Employer which lead to a diploma or a degree shall be reimbursed in the amount of seventy-five percent (75%).
- (c) Termination of employment will nullify any obligation of assistance by the Employer.

#### **12.6 Training Away from Regular Assembly Point**

Where the Employer requires employees to take training away from their geographical location, the Employer shall provide for all necessary expenses such as tuition, travel, meals, accommodation, or other legitimate pre-approved items.

#### **12.7 Filling of Vacancies**

The Employer agrees to fill all vacancies in the core group within thirty (30) calendar days of the vacancy occurring. Except in Princeton, Tulameen, and Keremeos where vacancies will not be filled until the core group reaches thirteen (13) in Princeton, four (4) in Tulameen, and eight (8) in Keremeos.

Effective August 16, 2002, and until the regular employee complement reaches fifty-five (55), the provisions of this article are suspended or may be exercised at the sole discretion of the Employer.

#### **12.8 Filling Vacancies Without Posting**

When the Employer requires regular position vacancies to be filled, the Employer shall observe the following sequence for selection of a successful applicant;

- (a) senior qualified regular employee in the classification series within the seniority block;
- (b) senior qualified regular employee in another classification series within the seniority block;
- (c) senior qualified auxiliary employee within the seniority block.
- (d) The classifications of TSS and TPS Mechanic and Foreman positions will be posted pursuant to Clause 12.9.

Effective August 30, 2007, the provision of this article will only be applied when the number of regular employees on the payroll reaches sixty-one (61). If the Employer decides to voluntarily fill a vacancy above the regular complement of sixty-one (61), the process contained in this article will be followed.



### **12.9 Filling Vacancies Through Posting**

- (a) Where a vacancy cannot be filled in accordance with Clause 12.8, the position shall be posted on the union bulletin boards for fourteen (14) calendar days. A copy of the posting will be forwarded to the Union.
- (b) All job postings shall indicate the classification of the position, qualifications required, assembly point, hourly rate, whether shift work is involved, date of posting, and date of closing.
- (c) Unsuccessful in-service applicants to posted positions will be notified in writing of the name and classification of the successful applicant.
- (d) The parties agree that vacancies in the classifications of TSS and TPS Mechanic and all Foreman positions will be posted in accordance with this clause and the selection of the successful applicant will be based on the relative abilities of the applicants. Where two (2) or more applicants are equal in ability then the senior employee will be the successful candidate.

Effective August 30, 2007, the provision of this article will only be applied when the number of regular employees on the payroll reaches sixty-one (61) If the Employer decides to voluntarily fill a vacancy above the regular complement of sixty-one (61), the process contained in this article will be followed.

### **12.10 Interview Expenses**

Bargaining unit applicants for a posted position shall be granted leave of absence with pay as required for any interview. The applicant will also have his/her pre-authorized expenses.

### **12.11 Appointments**

Except for TSS and TPS Mechanic and Foreman position appointments shall be made on the basis of seniority, subject to the employee meeting the qualifications as defined in the classification specifications.

### **12.12 Right to Grieve**

- (a) Where an employee feels he/she has been aggrieved by any decision of the Employer relating to filling of a vacancy, the employee may submit a grievance, commencing at Step 2 of the grievance procedure, within fourteen (14) days of being notified of the successful applicant.
- (b) Where a grievance has been filed, no permanent transfer or placement shall take place until the grievance has been resolved.

### **12.13 Posting Awards**

The Employer shall provide the Union with a copy of all job posting awards and shall post such awards on all bulletin boards.

### **12.14 Trial Period**

Where a bargaining unit employee is promoted, he/she will be placed on trial for a forty-five (45) working day period. Upon satisfactory completion, he/she 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 employees transferred or promoted as a result of the original job posting will also be returned to their former status.

### **12.15 Relocation**

Employees may be required to relocate to a point of assembly outside their present headquarters area for work which is of a temporary nature.

### **12.16 Rehabilitation**

It is the intent of both parties to encourage and facilitate the early return to employment of employees who have been ill or injured. To this end, all applicants will be dealt with by the Joint Labour Management Committee. However, all final decisions in this regard will be made by the Employer.

### **12.17 Transfers Without Posting**

- (a) Lateral transfers or voluntary demotions may be granted, without posting for:
  - (1) compassionate or medical grounds to regular employees who have completed their probationary period;
  - (2) all employees who have become incapacitated by industrial illness.
- (b) In such cases the Joint Labour Management Committee established in Clause 29.1 shall consider any applications or requests presented to the Committee. Each request for special consideration shall be judged solely on its merit.

### **12.18 Union Observer**

The President or his/her designate, may sit as an observer on interviews for positions in the bargaining unit. The observer shall be a disinterested party and shall be at the Union's expense.

### **12.19 Filling of Temporary Vacancies**

- (a) Should the Employer decide to fill a temporary vacancy the following process will be followed within specific seniority blocks:
  - (1) senior qualified regular employee in the classification series;
  - (2) senior qualified regular employee in another classification series;
  - (3) senior qualified auxiliary employee.
- (b) Vacancies created as a result of a regular employee's absence on Long Term Disability, ICBC, or Workers' Compensation shall be considered a regular vacancy for the purpose of Clause 12.7 on the date the employee is determined to be totally disabled from his/her own occupation, at which time he will be removed from the seniority list.
- (c) It is understood that employees who fill vacancies temporarily shall return to their former position and status should the employees referred to in Clause 12.19 (a) return to their regular position.

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

### **13.1 Layoff Application**

In the event of a layoff, regular employees will be laid off by reverse seniority in a classification within a classification series, within the seniority block. The Employer will give the employee two (2) weeks' notice, in writing, of layoff. Regular employees recalled to work for a period of two (2) weeks or less will not be entitled to subsequent notice of layoff.

### **13.2 Options upon Layoff**

- (a) A regular full-time employee affected by a layoff may choose by indicating to the Employer in writing, one of the following options:
  - (1) Bump a junior employee in a lower classification in the same classification series within the seniority block. In doing so, he must have the necessary qualifications to perform the job.

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

The employee who bumps in accordance with (1), (2), or (3) will not have his salary reduced. However, such employees shall not receive negotiated salary increases until the salary of the employee's new classification equals or exceeds the salary which the employee is receiving.

- (b) Opt to be placed on a recall list for eighteen (18) months for the purpose of recall to a position within his seniority block for which the employee is qualified. If this option is selected, no severance will be paid while on the recall list. Laid off regular employees, at the time of layoff, may indicate to the Employer, in writing two (2) auxiliary seniority lists they wish to be placed on. Employees exercising this option will be recalled by service seniority before auxiliary employees in their own seniority block but for work assignments of two (2) weeks or longer – they will be recalled before auxiliary employees in both of the selected seniority blocks.
- (c) For the purpose of this clause only, Kelowna-Westbank shall be considered as a single seniority block.
- (d) Opt for severance pay as per the following:
  - (1) An employee, who has regular status prior to July 1, 2002, at the time of layoff, shall be entitled to an amount calculated pursuant to (i) through (iii) below:
    - (i) for the first year of completed employment, three (3) weeks' current salary;
    - (ii) for the second year of completed employment, three (3) weeks' current salary;
    - (iii) for each completed year thereafter, one-half (½) month of current salary.
  - (2) An employee covered by the above provisions shall not receive an amount greater than nine (9) months' current salary.
  - (3) Regular employees who attained that status after July 1, 2002 shall be entitled to severance notice and pay in lieu of notice in accordance with the *Employment Standards Act* but not to exceed eight (8) weeks.
  - (4) It is understood that eight (8) weeks prior to the expiry of the next MoT contract the severance pay provisions shall cease to have application and the provisions of (3) above will apply to all employees. This notice provision will also apply to the separation of all employees at the end of the next MoT contract regardless of his/her hire date.

### **13.3 No Layoff of Senior Regular Employees**

The Employer agrees that the ninety-seven (97) most senior regular employees within the bargaining unit will not be subject to layoff. This number will be further reduced, through attrition, becoming zero at the end of the next maintenance contract with the Ministry of Transportation. This number may also be reduced by the removal of work, including road devolution or service area redefinition.

In the event the scope of work in the service area is changed as described above, the parties agree to meet and to renegotiate the core group number. The party seeking the adjustment shall notify the other, in writing and the onus for justifying any proposed change shall rest with the party initiating this process. Discussions for any adjustment to the core group number shall be facilitated through the Joint Labour Management Committee, which will meet within two (2) weeks of notice being given.

Should the parties fail to agree on an appropriate core group the matter shall be referred to arbitration pursuant to Article 9 for resolution. The Employer may implement the change until a settlement is reached.

### **13.4 Yard Closure**

Should the Employer decide to close a yard, and/or mechanical facility and/or classification series, those regular employees so affected may be offered work in another seniority block and be offered relocation expenses, upon production of receipts, to a maximum of four thousand dollars (\$4,000). Employees already residing in the new seniority block will not be entitled to relocation expenses.

### **13.5 Temporary Assignment**

- (a) Employees may be assigned work in another classification series provided they have the necessary qualifications to perform the work.
- (b) Seniority shall continue to accrue in the employee's original seniority block and classification, however, the employee's seniority shall remain intact for the purpose of shift selection and vacation selection, etc.

## **ARTICLE 14 - HOURS OF WORK**

### **14.1 Hours of Work**

The annual hours of work exclusive of meal periods taken away from the workstation but including paid holidays will be 1827, which is equivalent to an average of thirty-five (35) hours per week. The 1827 annual hours means that all work schedules will be based on that figure. Due to varying lengths of the calendar and work years and the varying times that employees may begin and end their work schedules, an employee will be required to work an average of 1827 hours.

### **14.2 Work Schedule**

- (a) The Employer shall determine when various services are to be provided, the hours of operation of all services and facilities, the classifications of positions and the numbers of employees required to provide the services.
- (b) The Employer's designate and the employees' representative at the local level will establish work schedules based upon the shift patterns and recognized workday lengths as set out in Clause 14.8, provided that such work schedules are compatible with the hours of operation determined by the Employer. In establishing or changing work schedules, the provisions of this article shall apply including the following:
  - (1) if either party wishes a change to existing work schedules it shall provide the other party with the earliest possible advance notice in writing;
  - (2) if a change is requested only at the local level, the notice shall be given to the appropriate union steward or designated employer representative. If a change is requested which involves more than one (1) worksite, notice shall be given to the union staff representative or the General Manager;
  - (3) the parties shall have fourteen (14) days, from the date notice is given to reach agreement on work schedules;
  - (4) if the parties are unable to reach agreement within fourteen (14) days either party may refer the matter to arbitration, pursuant to Article 9 and the terms of reference within this article.

- (c) (1) The Arbitrator shall base his/her decision on work schedule information in this Agreement and the criteria to be applied in this section. The Arbitrator may consider a work schedule proposed by either party.
- (2) The party requesting a change from what has been previously agreed to shall bear the onus for justifying the change.
- (3) In coming to a decision, the Arbitrator shall abide by the following rules:
- (i) the decision must not be retroactive;
  - (ii) the hours of work schedule awarded shall not contain scheduled overtime;
  - (iii) the decision must not interpret the Agreement except for the provisions of 14.2(d)(3) and 14.2(e).
  - (iv) the decision must accord with the agreed upon terms of reference referred to in (d) below.
- (d) The parties recognize that in reaching mutual agreement on work schedules, or where the Arbitrator is determining a schedule in accordance with the provisions of this article the following will also apply:
- (1) work schedules shall meet the hours of operation and shall consider unusual or seasonal demands and functionally linked work groups within and without the bargaining unit;
  - (2) work schedule changes, within existing hours of operation, must not result in increased cost to the Employer and where possible shall result in decreased cost to the Employer and/or improved efficiency and/or improved service to the public. The onus of proof shall be on the Employer to prove decreased cost;
  - (3) consideration shall also be given to employee preferences, fairness and equity.
- (e) (1) In the event there is a dispute between the parties at the local level, the Employer may implement, on an interim basis, a new or changed work schedule by giving fourteen (14) days' notice, providing the length of workday is not increased beyond nine (9) hours and providing the change is necessary because of an introduction of a new program or a change to the hours of operation. However, under extenuating circumstances the fourteen (14) days' notice may be concurrent with the period of notice in (b)(3) above.
- (2) Where the proposed change is within existing hours of operation, no change shall be made without mutual agreement or an arbitrator's decision.

### 14.3 Conversion of Hours

- (a) *Lieu Days* - where an employee is granted a lieu day pursuant to Clauses 17.3 or 17.4, the time off granted will be according to their regular scheduled shift.
- (b) *Vacation* - where an employee is granted vacation pursuant to Clause 18.1, the annual vacation entitlement shall be converted to hours on the basis of a seven (7) hour day and vacation taken shall be deducted in accordance with the actual hours of the employee's daily shift in effect at the time the vacation is taken.
- (c) *Designated Paid Holidays* - where an employee is granted a designated paid holiday pursuant to Article 17, the time off granted will be in accordance with the current length of the scheduled workday.

#### 14.4 Rest Periods

All employees shall have two (2), fifteen (15) minute rest periods in each work period in excess of six (6) hours, one (1) rest period to be granted before and one (1) after the meal period. Employees working a shift of three and one-half (3½) hours, but not more than six (6) hours, shall receive one (1) rest period during such a shift. Rest periods shall not begin until one (1) hour after the commencement of work or not later than one (1) hour before either the meal period or the end of the shift. Rest periods shall be taken without loss of pay to the employees.

#### 14.5 Standby Provisions

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

#### 14.6 Meal Periods

- (a) Recognized meal periods will be within the middle two (2) hours of the workday or shift. Employees with recognized meal periods who are required to work continuously within the middle two (2) hours shall be paid one and one-half (1½x) times the base rate for the duration of the recognized meal period and will be given a meal period with pay at another time in the shift or workday.
- (b) The normal meal period will not be less than one-half (½) hour and not more than one (1) hour. Lengthening of the scheduled workday will not be achieved by expanding the normal meal period except by mutual agreement.
- (c) Employees who are required to eat their meals at their place of work and are subject to interruption to perform their duties during the meal period, shall have the meal period scheduled with pay within their workday.
- (d) Provided that the limits for the meal and rest periods are not exceeded, employees may leave their work place to take such breaks. However, where an employee chooses to leave his/her work place the Employer shall not be responsible for his/her transportation.

#### 14.7 Hours of Work, Shift Schedules & Starting and Finishing Times

Subject to Definition 34 of this Agreement, the length of workdays, shift patterns and shift schedules shall be negotiated at the local level according to recognized provisions of Clause 14.8 below.

- (a) (1) The length of the normal scheduled workday for the 5:2 shift pattern will be seven (7) hours except by mutual agreement.
- (2) Except for part-time employees, the minimum length of the scheduled workday shall be seven (7) hours.

- (3) The normal days of rest except as otherwise required in shift schedules shall be Saturday and Sunday.
- (b) Shift pattern and length of scheduled workday changes will be limited to a maximum of three (3) per year with a minimum duration of two (2) months for any shift pattern or scheduled workday length, except by mutual agreement at the local level.
- (c) The foregoing will not preclude start time adjustments subject to mutual agreement of the parties at the local level. Such adjustments will not be considered a new shift pattern as per Clause 14.7(b). The Employer shall make every effort to provide forty-eight (48) hours notice of the proposed change.
- (d) The parties recognize that unusual project work may arise for which the Employer may want to implement a temporary change to the current shift schedule. This change can only be implemented with mutual agreement at the local level. Notice of such changes will be forwarded to the Joint Labour Management Committee. Changes to the shift pattern under this article will not count for the purpose of Clause 14.7(b).
- (e) For the purpose of this clause "mutual agreement" will require the approval of the employer's designate and a simple majority of the affected work group. Where a poll of the affected members is required the Union will conduct the ballot.

**14.8 Table of Recognized Shifts**

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

Length of Scheduled Workday	Shift Pattern	Work Hours (including Stats at Shift Hours)		# of Hours + (Surplus) or - (Short)	# of Days of Rest	Statutory Holiday Provisions	# of Days Stats
		Schedule	Requirement				
7.0 hrs	5:2	1827	1827	0	104	Shut Down	11
7.5 hrs	6:3;4:2	1823	1827	-4	122	Shut Down	11
7.5 hrs	6:3;4:2	1823	1827	-4	122	Work	11
7.5 hrs	5:2;5:2,4:3	1827	1827	0	121	Shut Down	11
4x8 hrs 1x7 hrs 3x8 hrs 1x7 hrs	5:2;4:3	1827	1827	0	0	Shut Down	11
3x9 hrs 1x8 hrs	4:3	1827	1827	0	156	Shut Down	11
2x12 hrs 1x11 hrs	3:4	1827	1827	0	182	Shut Down	11
10 hrs	4:3;3:4	1827	1827	0	182	Shut Down	11
10 hrs	4:4	1830	1827	+3	182	Shut Down	11

**14.9 Winter Shifts for Highway Maintenance Crews**

- (a) The Union and the Employer recognize that the implementation for highway maintenance winter shifts is largely dependent on winter conditions and that shifts may have to be implemented on short notice.
- (b) However, it is agreed that wherever possible the negotiation of these shift schedules should be completed at least forty-five (45) days prior to anticipated commencement and that fifteen (15) days should be provided for any sign up and selection process which is involved. Therefore the parties shall commence negotiations for the winter shift schedule July 1 of each year.

#### **14.10 Weekend Work in Winter Shift Scheduling for Mechanics and Apprentices**

Winter weekend shifts for mechanics and apprentices shall be negotiated locally in accordance with the following guidelines:

- (a) *Small Shops* - defined to refer to those shops that employ eight (8) employees or less who are subject to shifting.
  - (1) A maximum of one (1) shift daily on Saturday and Sunday.
  - (2) An employee will not be required to work in excess of two (2) weekends per month and the two (2) weekend days shall not be consecutive.
  - (3) As a result of working weekend days as described above one (1) day of rest will be taken in conjunction with the rest days for the preceding or following weekend.
  - (4) These guidelines shall not be amended except by mutual agreement.
- (b) The above guidelines do not apply to those employees who are specifically employed to provide weekend service as a requirement of their job description.

#### **14.11 Deferment of Rest Days**

By mutual agreement at the local level and subject to operational requirements, where employees are required to work away from their regular geographic location and such employees are unable to return home on a daily basis, such employees may be permitted to work on those days that would otherwise be considered days of rest and will be permitted to bank the time worked on such days of rest on a straight-time basis to be taken at a mutually agreeable time following their return to their regular geographic location.

#### **14.12 Rotation of Shifts**

- (a) Shift rotation shall be done on an equitable basis among the employees involved within a classification in each work group except that, by mutual agreement, an employee will be permitted to choose more than his/her share of the second or third shifts.
- (b) Where a machine is being utilized on a regular basis on a day shift only, then the Operator normally assigned to that machine shall not be required to enter into a winter shift pattern to operate other classes of machines.
- (c) Where shift schedule changes result in workdays of the new schedule falling on rest days of the old schedule, then every attempt shall be made to provide a minimum of one (1) rest day between shifts.
- (d) Employees assigned to operate equipment on winter shifts shall sign up in the following order:
  - (1) by service seniority for all employees classified at the level of the work to be performed, followed by,
  - (2) service seniority for all employees from other classifications.

#### **14.13 Clean-up Time**

- (a) Where necessary, employees shall be allowed reasonable time during the workday for personal clean-up purposes.
- (b) If the need for clean-up is unexpected it is the employee's responsibility to request approval for clean-up prior to the end of his/her scheduled workday. However, the Employer may decide whether clean-up in this case is to be done during the workday or on overtime.



**14.14 Employees Working Away From Their Point of Assembly**

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

**ARTICLE 15 - SHIFT WORK****15.1 Definition of Shifts and Shift Premiums**(a) *Identification of Shifts*

- (1) *Day Shift* - all hours worked on any shift which starts between 4:30 a.m. and 1:59 p.m. inclusive;
- (2) *Afternoon Shift* - all hours worked on any shift which starts between 2:00 p.m. and 8:59 p.m. inclusive;
- (3) *Night Shift* - all hours worked on any shift which starts between 9:00 p.m. and 4:29 a.m. inclusive.
- (4) *Summer Weekend Shift* - all hours worked between 0001 hours Saturday and 0001 hours on Monday during the recognized summer shift schedule.

(b) *Shift Premium*

Shifts	Date Of Ratification
Afternoons	90¢/hour
Nights	90¢/hour
Weekends	\$1.50/hour

**15.2 Shift Premium Entitlement**

- (a) Employees working an afternoon or night shift as identified in Clause 15.1(a)(2) or (a)(3) shall receive the shift premium for all hours worked on a shift. However, any employee working an afternoon shift that extends beyond 11:59 p.m. for two (2) hours shall receive the night shift premium for all hours worked.
- (b) An employee working a full shift which begins between 11:00 a.m. and 1:59 p.m. inclusive shall receive the afternoon shift premium for all hours worked after 2:00 p.m.
- (c) A part-time employee working less than the normal hours per day of a full-time employee will receive the afternoon shift premium for all hours worked on a shift more than half of which is regularly scheduled between 6:00 p.m. and 6:00 a.m., except that an employee regularly scheduled to start between 10:00 p.m. and 2:00 a.m. will receive instead the night shift premium.
- (d) Employees covered by flextime and/or modified workweek agreements who, by their own volition, choose to begin their shift at a time which would qualify them for a shift premium shall not be entitled to the premium. Employees who are required to begin their shift at a time which would qualify them for a shift premium in accordance with the above provisions shall receive the appropriate premium.
- (e) Shift premiums will apply to overtime hours worked in conjunction with a shift. An employee who is called out between 2:00 p.m. and 4:29 a.m. shall receive shift premium for each hour worked during the call-out period up to the commencement of his/her regularly scheduled shift.

(f) Weekend shift premiums shall apply in addition to the afternoon or night shift premium for hours worked between 0001 hours on Saturday and 00:01 hours on Monday.

### 15.3 Notice of Work Schedules

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

(b) In the event that the work schedule or shift for a regular employee or an auxiliary employee working a scheduled shift roster is changed without forty-eight (48) hours' advance notice and such change is the result of the actions of another employee covered by this Agreement utilizing the benefits provided for by the provisions of this Agreement, the employee will receive a premium of seventy-five cents (75¢) per hour in addition to his/her regular pay, for work performed on the first shift to which he/she changed.

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

### 15.4 Short Changeover Premium

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

(b) Where an employee exercises seniority rights to work shifts, one of which falls within the twenty-four (24) hour period from the start of the previous shift, the employee shall not be entitled to claim the premium rate referred to in (a) above.

### 15.5 Exchange of Shifts

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

### 15.6 Shortfall of Annual Working Hours

Scheduling of shifts for regular employees shall not result in shortfall of annual working hours through the shift schedules determined in this Agreement.

## ARTICLE 16 - OVERTIME

### 16.1 Definitions

(a) *Overtime* - means work performed by a full-time employee in excess or outside of his/her regularly scheduled hours of work.

(b) *Straight-time rate* - means the hourly rate of remuneration.

(c) *Time and one-half* - means one and one-half (1½x) times the straight-time rate.

(d) *Double-time* - means twice (2x) the straight-time rate.

## 16.2 Authorization and Application of Overtime

- (a) An employee who is required to work overtime shall be entitled to overtime compensation when:
- (1) the overtime worked is authorized in advance by the Employer; and
  - (2) the employee does not control the duration of the overtime worked.
- (b) Notwithstanding the foregoing, the Employer and the Union recognize that the nature of the work carried out by persons in some classifications is such that it may not be possible for the employee to obtain prior authorization for the necessary overtime work. In such cases the employee shall use his/her discretion in working the overtime and the Employer shall be considered to have authorized the overtime in advance. However, the Employer reserves the right, subject to the grievance procedure, to determine the legitimacy of the overtime claimed. In order to facilitate a fair and reasonable administration of the clause, the Employer will draw up regulations defining the circumstances under which an employee may undertake overtime work without prior authorization. Copies of these regulations will be supplied to the Joint Labour Management Committee.

## 16.3 Overtime Entitlement

- (a) An employee will be entitled to compensation for authorized overtime in excess of the daily scheduled hours.
- (b) Overtime shall be compensated in thirty (30) minute increments; however, employees shall not be entitled to any compensation for periods of overtime of less than five (5) minutes per day.

## 16.4 Recording of Overtime

Employees shall record starting and finishing times for overtime worked in a form determined by the Employer.

## 16.5 Overtime Compensation

- (a) Overtime worked shall be compensated at the following rates:
- (1) time and one-half ( $1\frac{1}{2}x$ ) for the first two (2) hours of overtime on a regularly scheduled workday; and
  - (2) double-time ( $2x$ ) for hours worked in excess of (1) and (3);
  - (3) time and one-half ( $1\frac{1}{2}x$ ) for all hours worked on a day of rest; double-time ( $2x$ ) will be paid for hours worked on a day of rest that exceed the normal hours of the regular shift immediately preceding the overtime shift.

The compensation of overtime in (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 workday shall be considered to have worked overtime and shall receive his/her regular day's pay, and shall receive additional compensation at the rate of time and one-half ( $1\frac{1}{2}$ ) for all hours worked; except for Christmas and New Year's when the additional compensation shall be at the rate of double-time ( $2x$ ) for all hours worked.
- (c) An employee on travel status who is required to travel on the Employer's business outside his/her regular working hours shall be compensated at the applicable overtime rates for all hours travelled. The Employer may determine the means of such travel.
- (d) An employee who is required to work on a designated paid holiday will receive the applicable overtime rates for actual hours worked on the designated paid holiday.

## 16.6 Method of Compensation

- (a) Overtime compensation shall be monetary or in time off at the employee's option. If the employee chooses time off, such time off shall be scheduled by mutual agreement between the employee and the Employer. If compensatory time off cannot be scheduled within twelve (12) months of the date of election, or if the employee has such time outstanding at the date of termination, cash payment will be made.
- (b) The employee shall advise the pay office of his/her election to have either all cash or all compensatory time off on each day. If no election is made, employees will be paid for the time worked.
- (c) The Employer agrees that the scheduling of compensatory time off shall not be unreasonably withheld.
- (d) Compensatory time off is limited to a rolling bank of one hundred and five (105) hours. Overtime will be paid out when an employee has banked one hundred and five (105) hours of compensatory time off.

When an employee reduces his/her bank below one hundred and five (105) hours then he/she will be permitted to bank until one hundred and five (105) hours is reached. When an employee is paid out his/her compensatory time off mutually agreeable arrangements will be made with the Employer to minimize the income tax implications.

## 16.7 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 his/her scheduled daily hours, he/she shall be provided with a meal or shall be reimbursed with an overtime allowance of twelve dollars (\$12).
- (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.
- (c) When an employee is not on standby and is called out for overtime prior to his/her scheduled shift and it was not possible to give one-half (½) hour notice to permit preparation of the meal normally taken to work, the Employer shall provide the meal or pay the overtime meal allowance.
- (d) In the case of an employee called out on overtime to work on a rest day, this clause will apply only to hours worked outside his/her regular shift times for a normal workday.
- (e) Where any of the meals provided under (a), (b), (c) or (d) above duplicates a meal to which an employee is entitled because of travel status or field allowance, then the employee shall receive only one (1) benefit for each meal.

## 16.8 No Layoff to Compensate for Overtime

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

## 16.9 Right to Refuse Overtime

- (a) All employees shall have the right to refuse to work 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 call-out for overtime work.

**16.10 Overtime for Part-time Employees**

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

**16.11 Callout Provisions****(a) *Callout Compensation***

A regular employee who is called back to work outside his/her regular working hours shall be compensated for a minimum of three (3) hours at overtime rates. He/she shall be compensated from the time he/she leaves his/her home to report for duty until the time he/she arrives back upon proceeding directly to and from work.

**(b) *Callout Time Which Abuts the Succeeding Shift***

- (1) If the callout is for three (3) hours or less, the employee will be required to work the callout period and the whole of the abutting shift. In this case, compensation shall be overtime rates for the call-out period and straight-time rate for the regular shift;
- (2) If the callout is for longer than three (3) hours, the employee will be required to work the callout period and a portion of the abutting regular shift. The portion of the regular shift which must be worked will be regular shift less the amount that callout exceeds three (3) hours. Compensation shall be at overtime rates for the callout period and straight-time for the regular shift without shortfall;

**(c) *Overtime or Callout Which Does Not Abut the Succeeding Shift***

- (1) When overtime is worked there shall be an elapsed time of eight (8) hours between the end of overtime and the time the employee reports for duty on the next regular shift, with no shortfall out of his/her regular shift;
- (2) In a callout situation where at least three (3) hours which do not abut the succeeding shift are worked in the ten (10) hours preceding the start of the regular shift, there shall be an elapsed time of eight (8) hours between the end of callout and the time the employee reports for duty on his/her next regular shift, with no shortfall out of the regular shift;
- (3) 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.
- (4) Compensation for time credited for call-outs which do not abut the succeeding shift shall be at double-time (2x) rates.

(d) Time spent by an employee travelling to work or returning to his/her residence before and after call-out shall not constitute time worked but shall be compensated at the overtime rate.

(e) Should the employee be required to work that period which is considered free from work in the regular shift, as provided for in (b)(2), (c)(1), and (c)(2) above, then that portion of the shift shall be compensated at overtime rates.

(f) *Callout for Emergency Situations*

It is agreed that employees called out for emergency situations who were not on standby will not be expected to perform tasks other than those of an emergent nature.

**16.12 Rest Interval After Overtime**

An employee required to work overtime adjoining his/her regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime work and the start of his/her next regular shift. If eight (8) clear hours are not provided, a premium calculated at overtime rates shall apply to hours worked on the next regular shift.

**16.13 Overtime Records**

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

**16.14 Allocation of Overtime**

(a) Except in the case of emergencies, overtime shall be allocated on an equitable basis within the appropriate classifications for the work group. Accordingly, no employee in another classification shall be called out on overtime until all employees in the appropriate classifications have had the opportunity to refuse the overtime. For the purpose of this clause, an effort by the Employer to contact an employee shall constitute an opportunity to work.

(b) During the winter season those employees assigned to drive a 4-ton or larger truck shall be allocated overtime on an equitable basis within the work group.

**16.15 Limiting of Overtime**

In the interest of an employee's health and safety, the Employer agrees to make every effort to limit overtime. If an employee is working away from the point of assembly that the employee would normally be returning to that day and the overtime is refused, transportation to that point of assembly will be supplied by the Employer as described below and the employee will be compensated for time travelled. If only the Employer vehicle is available and transportation to the regular point of assembly would significantly inconvenience other employees, seriously disrupt production or be required under Clause 22.12(a) of this contract, the Employer shall endeavour to provide alternate transportation.

**16.16 Overtime Authorization**

Overtime authorized by a supervisor and worked by the employee will not be disallowed by management at a later date, provided such overtime is properly recorded.

## ARTICLE 17 - PAID HOLIDAYS

### 17.1 Paid Holidays

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

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

- (b) It is understood that Heritage Day shall be recognized as a designated paid holiday upon Proclamation. Any other holiday proclaimed as a holiday by the federal, provincial, or municipal governments for the locality in which an employee is working shall also be a paid holiday.

### 17.2 Holidays Falling on Saturday or Sunday

- (a) When any of the above-noted holidays fall on a Saturday and is not proclaimed as observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement; and when a holiday falls on a Sunday and it is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding section already applies to the Monday), shall be deemed to be the holiday for the purpose of this Agreement.
- (b) Where there is a work dependency between employees covered by this Agreement and other employees, the parties may, by mutual agreement, amend (a) above.

### 17.3 Holiday Falling on a Day of Rest

- (a) When a paid holiday falls on an employee's day of rest, the employee shall be entitled to a day off with pay in lieu.
- (1) Earned statutory holiday lieu days for statutory holidays occurring between January 1 and June 30 shall be scheduled by mutual agreement at the local level subject to operational requirements and shall be taken by December 31 of that year.
- (2) Earned statutory holiday lieu days for statutory holidays occurring between July 1 and December 31 shall be scheduled as above and shall be taken by June 30 of the following year.
- (b) If an employee is called in to work on the day designated as the lieu day pursuant to (a) above, he/she shall be compensated at rate of time and one-half (1½x).
- (c) This clause does not apply where the days in lieu of paid holidays are built into the shift pattern.

### 17.4 Holiday Falling on a Scheduled Workday

An employee who works on a designated holiday which is a scheduled workday shall be compensated at the rate of time and one-half (1½x) for hours worked, plus a day off in lieu of the holiday; except for Christmas and New Year's when the compensation shall be at the rate of double-time (2x) for hours worked, plus a day off in lieu of the holiday. The scheduling of the lieu day shall be pursuant to Clause 17.3.

### 17.5 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.

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

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

**17.7 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) workdays, or four hundred and twenty (420) hours, preceding a paid holiday, in which case he/she shall receive the higher rate.

**17.8 Workday Scheduled on Paid Holiday**

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

**ARTICLE 18 - ANNUAL VACATIONS**

**18.1 Annual Vacation Entitlement**

(a) *Definitions:*

*Vacation year* - for the purposes of this article a vacation year shall be the calendar year commencing May 9 and ending May 8.

*First vacation year* - the first vacation year is the vacation year in which the employee's first anniversary falls.

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

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

(c) *Conversion of Hours* - where an employee is granted vacation pursuant to this article, and where the regularly scheduled workday is greater than seven (7) hours per day, the annual vacation entitlement shall be converted to hours on the basis of a seven (7) hour day and deducted accordingly.

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

**18.2 Vacation Earnings for Partial Years**

(a) (1) During the first partial year of service a new employee will earn vacation at the rate of one and one-quarter (1¼) days for each month for which he/she earns ten (10) days' pay.



(2) Subject to Clause 18.6, any unused vacation earned during the first partial year will be paid to the employee on the final payday of that year.

(b) During the first and subsequent vacation years an employee will earn one-twelfth ( $\frac{1}{12}$ ) of the annual entitlement for each month in which the employee has received at least ten (10) days' pay at straight-time rates. Where an employee has taken more vacation than earned, the unearned portion taken shall be charged against future earned credits or recovered upon termination whichever occurs first.

### 18.3 Vacation Scheduling

(a) With the exception of authorized vacation carryover under Clause 18.6, the scheduling and completion of vacations shall be on a vacation year basis.

(b) The calendar year in which an employee's first anniversary falls shall be the first vacation year. For the purpose of additional leave entitlement, the calendar year in which the fifth anniversary falls shall be the fifth vacation year; in which the sixth anniversary falls shall be the sixth vacation year; etc.

(c) An employee earns but is not entitled to receive vacation leave during the first six (6) months of continuous employment.

(d) *Vacation Period*

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

(2) Notwithstanding (1) above, work groups consisting of six (6) to eight (8) employees as at April 1 of each year, may have their availability to take vacation during July, August and December limited to two (2) employees away at a time in each classification series. Likewise, work groups of five (5) or less employees as at April 1 may have their availability to take vacation during those months limited to one (1) employee away at a time in each classification series.

(e) *Preference in Vacation*

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

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

(3) Where an auxiliary employee elects for vacation entitlement, the preference in selection of vacation time shall be in accordance with Clause 18.3(e) (1) and (2), except that all regular employees shall have preference over any auxiliary employee.

(f) *Vacation Schedules*

(1) Vacation schedules will be posted by February 28 for the period May 10 through May 9. Employees will be advised of the status of their vacation not more than three (3) weeks from cut-off dates or from the date of any request falling outside of the scheduling period in this clause.

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

right to schedule vacation for those employees who have not selected their vacation by May 15 except for vacation to be carried over as allowed under Clause 18.6 of the this Agreement.

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

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

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

(g) *Vacation Relief*

Where vacation relief is required, the Employer shall give regular employees the opportunity to substitute in accordance with Clause 27.4 and shall make every reasonable effort to arrange for staff replacement in the lowest paying category.

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

#### **18.4 Vacation Pay**

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

(b) Once per calendar year, upon thirty (30) days' written notice, a regular employee shall be entitled to receive, prior to commencement of a vacation, a payroll advance equivalent to the amount of his/her regular paycheck issued during the vacation period.

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

When an employee is in receipt of the Short Term Illness and Injury Plan benefits or on leave with pay in accordance with Clauses 20.1, 20.5 and 20.7 during his/her vacation period, there shall be no deduction from the vacation credits for such leave. The period of vacation so displaced shall be taken at a mutually agreed time. An employee intending to claim displaced vacation leave must advise the Employer and provide necessary documentation within seven (7) days of returning to work.

#### **18.6 Vacation Carryover**

(a) An employee may carry over up to five (5) days' vacation leave per vacation year. Except that such vacation carry over shall not exceed ten (10) days at any time. Employees in their first partial year of service, who commenced prior to May 9 of that year, may carry over up to five (5) days' vacation leave into their first vacation year. Except as provided in Clause 18.2(a)(2), an employee shall not receive cash in lieu of vacation time except upon termination, resignation or retirement.

(b) A single vacation period which overlaps the end of a vacation year (May 9) shall be considered as vacation for the vacation year in which the vacation commenced. The portion of vacation taken subsequent to but adjoining May 9 shall not be considered as vacation carryover, nor as a seniority choice for the subsequent vacation year.

#### **18.7 Call Back from Vacation**

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

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

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

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

A retiring employee shall be granted full vacation entitlement for the final vacation year of service.

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

Earned but unused vacation entitlement 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 - SHORT TERM ILLNESS & LONG TERM DISABILITY**

Employees shall be entitled to coverage for short term illness and injury and long term disability in accordance with the provisions of this Agreement and as described in Appendix 2. In the case of employees in receipt of Short Term Illness and Injury Plan Benefits, such employees shall remain on payroll and benefit compensation payable by the carrier shall be remitted to the Employer.

## **ARTICLE 20 - SPECIAL AND OTHER LEAVE**

### **20.1 Bereavement Leave**

(a) In the case of a death in the immediate family, an employee not on leave of absence without pay shall be entitled to five (5) days of special leave.

(b) Immediate family is defined as an employee's parent, spouse (including common-law), child, step child, brother, sister, father-in-law, mother-in-law, grandchild and any other relative permanently residing in the employee's household or with whom the employee permanently resides.

(c) In the event of the death of the employee's grandparents, son-in-law, daughter-in-law, brother-in-law, sister-in-law, the employee shall be entitled to special leave for one (1) day for the purpose of attending the funeral.

(d) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

### **20.2 Special Leave**

(a) Where leave from work is required, an employee shall be entitled to special leave at his/her regular rate of 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 (a)(1), (2), (5) and (6).
- (c) For the purpose of (a)(2), (4), (5), (6), (7) and (8), leave with pay will be only for the workday on which the situation occurs.
- (d) For the purpose of determining eligibility for special leave under (a)(5), an employee will qualify if he/she is maintaining a self-contained household and if he/she is changing his/her place of residence which necessitates the moving of household furniture and effects during his/her normal working-hours, and if he/she has not already qualified for special leave under (a)(5) on two (2) occasions within the preceding twelve (12) months.

### **20.3 Family Illness**

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

### **20.4 Full-time Union or Public Duties**

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

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

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

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

(f) Where an employee is required to be a witness as a result of his/her employment, during non-scheduled hours, the Employer shall grant equivalent time off. Such time off to be scheduled by mutual agreement.

#### **20.6 Leave for Writing Examinations**

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

#### **20.7 Leave for Taking Courses**

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

(b) A regular employee may be granted leave without pay, or leave with partial pay, to take courses in which the employee wishes to enrol.

#### **20.8 Elections**

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

#### **20.9 General Leave**

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

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

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

(b) Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their credit described in Clause 20.12 the necessary time including travel and treatment time up to a maximum of three (3) days to receive medical and dental care at the nearest medical centre for the employee, his/her spouse, dependent child and a dependent parent permanently residing in the employee's household or with whom the employee permanently resides. The Employer may request a certificate of a qualified medical or dental practitioner, as the case may be, stating that treatment could not be provided by facilities or services available at the employee's place of residence.

#### **20.11 Definition of Child**

Wherever the word "*child*" is used in this Agreement, it shall be deemed to include a ward of the Superintendent of Child Welfare, or a child of a spouse.

**20.12 Maximum Leave Entitlement**

Leaves taken under Clauses 20.2, 20.3 and 20.10 shall not exceed a total of thirty-five (35) hours per calendar year, unless additional special leave is approved by the Employer.

**20.13 Emergency Service Leave**

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

**ARTICLE 21 - MATERNITY, ADOPTION AND PARENTAL LEAVE****21.1 Maternity Leave**

- (a) An employee is entitled to maternity leave of up to twenty-six (26) weeks without pay.
- (b) An employee shall notify the Employer in writing of the expected date of the termination of her pregnancy. Such notice will be given at least ten (10) weeks prior to the expected date of the termination of the pregnancy.
- (c) The period of maternity leave shall commence six (6) weeks prior to the expected date of the termination of the pregnancy. The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner.

**21.2 Benefits on Return to Work**

- (a) On return from maternity, parental, or adoption leave employees shall be placed in their former position or in a position of equal rank and basic pay.
- (b) Notwithstanding Clauses 18.1(b) and 18.7, vacation entitlements and vacation pay shall continue to accrue while an employee is on maternity, parental, or adoption leave for a maximum of forty-one (41) weeks, providing the employee returns to work for a period of not less than six (6) months. Vacation earned pursuant to this clause may be carried over to the following year, notwithstanding Clause 18.7.
- (c) Maternity or parental leave for employees in the first six (6) months of employment shall be in accordance with the *Employment Standards Act*.

**21.3 Adoption Leave**

Upon request and appropriate documentation, an employee is entitled to adoption leave without pay of up to eighteen (18) weeks following the adoption of a child.

**21.4 Extension of Leaves**

Employees who are entitled to leave pursuant to Clauses 21.1 or 21.3 shall be entitled to an extended leave of up to an additional six (6) months for health reasons where a doctor's certificate is presented. Such written request must be received by the Employer at least four (4) weeks prior to the expiration of leave taken pursuant to Clause 21.1 or 21.3.

## ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY

### 22.1 Statutory Compliance

The Union and the Employer agree that regulations made pursuant to the *Workers Compensation Act*, the *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.

### 22.2 Joint Occupational Health & Safety Committee

The parties agree that the intent of this Agreement is to ensure that all employees shall have the maximum possible access to the Occupational Health and Safety Committee structure. Local Occupational Health and Safety Committees will be established and operated as outlined below:

- (a) Union representatives shall be employees at the work place appointed by the Union, and employer representatives shall be appointed by the Employer.
- (b) The committees will function in accordance with the Industrial Health and Safety Regulations, and will participate in developing a program to reduce risk of occupational injury and illness. All minutes of the meetings of the committees shall be recorded on a mutually agreed to form and shall be sent to the Union and the Employer.
- (c) In order to assist in creating a safe place of work, Occupational Health and Safety Committees will be established at designated working locations of the Employer. The specific locations at which such committees will be established and the number of employees who will be permitted to act as union representatives on these committees will be set out in Letter of Understanding #1. Each committee shall meet once monthly, and employee representatives on such committees, who are appointed by the Union, will suffer no loss of pay for the time spent attending a Committee meeting, job site inspection or accident investigation in accordance with WCB Regulations. Wherever practical transportation shall be provided by the Employer. If no vehicle is available employees will be eligible to receive a mileage allowance as per Clause 27.8.
- (d) Committee meetings shall be scheduled during normal working hours whenever practicable. Time spent by designated committee members attending meetings held on their days of rest or outside their regularly scheduled hours of work shall not be considered time worked, but such committee members shall receive equivalent time off at straight-time.
- (e) Other committee business in accordance with (d) above shall be scheduled during normal working hours whenever practicable. When no other union designated committee member or union designated employee is available, time spent by employees attending to this committee business on their days of rest or outside their regularly scheduled hours of work shall not be considered time worked but such employees shall receive equivalent time off at straight-time.
- (f) Occupational Health and Safety Committee members will be trained as to their responsibilities. When training Occupational Health and Safety Committee members, leave without loss of current pay and without loss of seniority shall be granted to designated Occupational Health and Safety Committee members.

### 22.3 Unsafe Work Conditions

Where an employee acts in accordance with the Workers' Compensation Board regulations, he/she shall not be subject to disciplinary action.

## 22.4 Injury Pay Provision

An employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of his/her shift without deduction from weekly indemnity.

## 22.5 Transportation of Accident Victims

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

## 22.6 Pollution Control

The Employer and the Union agree to limit all forms of environmental pollution.

## 22.7 Investigation of Accidents

- (a) In the event of an accident which results in or had the potential of resulting in a serious injury or fatality, a union representative of the appropriate Occupational Health and Safety Committee will be invited to participate in the Employer's investigation.
- (b) Reports shall be submitted on a mutually agreed accident investigation form which may be amended by mutual agreement and copies sent to:
  - (1) Workers' Compensation Board
  - (2) Occupational Health and Safety Committee
  - (3) Employer Designate(s)
  - (4) BCGEU Designate(s)

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

- (c) In the event of a fatality the Employer shall immediately notify the President, or designate, of the nature and circumstances of the accident and arrange as soon as possible for an investigation pursuant to (a) above.

## 22.8 Occupational First Aid Requirements and Courses

- (a) The Union and the Employer agree that First Aid Regulations made pursuant to the *Workers Compensation Act* shall be fully complied with.
- (b) Where the Employer requires that an employee performs first aid duties in addition to the normal requirements of the job, the cost of obtaining and renewing the Occupational First Aid Certificate shall be borne by the Employer, and leave to take the necessary courses shall be granted with pay.
- (c) Effective date of ratification employees required to possess an Occupational First Aid Certificate and who are designated to act as the First Aid Attendant in addition to their normal job responsibilities shall receive the following allowance on the basis of the level of certificate which they hold.

Level 3 - \$39.23 biweekly or \$85 per month

Level 2 - \$32.31 biweekly or \$70 per month



The allowance shall be prorated for partial months. For the purpose of calculating the hourly rate, the biweekly allowance shall be divided by seventy (70); however, no employee shall receive more than the monthly allowance for the Level of certificate which they hold.

Employees designated to act as the Occupational First Aid Attendant in addition to their normal job duties will receive their full monthly allowance while on approved leave with pay of up to ten (10) days or while on vacation leave with pay.

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

- (d) (1) In order to meet the requirements of (a) above, the Employer will designate in order of seniority from among those regular employees holding an appropriate Occupational First Aid Certificate to act as the First Aid Attendant in addition to the normal requirements of the job.
- (2) Where no employee within the work unit possesses an Occupational First Aid Certificate, the opportunity to obtain a certificate will be offered to regular employees within the work unit in order of service seniority, provided the employee can meet the requirements of the WCB regulations to undertake the training in order to obtain an Occupational First Aid Certificate.
- (3) In the event that the procedures outlined above do not meet the requirements of (a), the Union will assist the Employer to meet their obligations by approaching regular employees in the work unit on behalf of the Employer.
- (4) Where (d)(1), (2) and (3) do not meet, within a reasonable period of time, the requirements of the Employer to achieve (a) above, the Employer may:
- (i) recall a qualified auxiliary employee in order of seniority from those holding the appropriate Occupational First Aid Certificate; and/or
  - (ii) include an Occupational First Aid Certificate as a desirable qualification on a posting pursuant to Clause 12.9 (b).
- (5) Failing (4) above, the Employer may require the most senior regular employee within the work unit who can meet the requirements of the WCB regulations to undertake Occupational First Aid training in order to obtain a certificate.

## **22.9 Unresolved Safety Issues**

The local safety committee may refer unresolved safety issues to the Joint Labour Management Committee for possible resolution. This provision does not limit any right to seek a resolution from the WCB.

## **22.10 Video Display Terminals**

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

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

- (b) (1) Employees who are required to operate VDTs on a continuous basis shall be entitled to two (2) additional ten (10) minute rest breaks per workday to be scheduled by agreement at the local level.
- (2) Employees required to continuously operate VDTs for three and one-half (3½) consecutive hours or longer but less than their full shift shall be reassigned to alternate work duties for one (1), ten (10) minute period. Where alternate work duties are not available, employees shall receive a ten (10) minute rest break.
- (c) (1) Pregnant employees shall have the following options:
- (i) not to continue monitoring video display terminals; or
  - (ii) not working in the area of one (1) meter of video display terminals which use cathode ray tubes; or
  - (iii) to work at a shielded video display terminal should one be present in the worksite.
- (2) When a pregnant employee chooses not to monitor such video display terminals, or chooses not to work in such an area, if other work at the same or lower level is available within the offices within her headquarters area, she shall be reassigned to such work and paid at her regular rate of pay.
- (3) Where work reassignment in (2) above is not available, a regular employee will be considered to be on leave of absence without pay until she qualifies for maternity leave.
- (d) Where employees are on leave of absence pursuant to (c) above, and opt to maintain coverage for medical, dental, extended health, group life, and long term disability plans, the Employer will continue to pay the Employer's share of the required premiums.
- (e) The Employer shall ensure that new equipment shall:
- (1) have adjustable keyboards and screens;
  - (2) meet the most stringent emission standards of the *Federal Radiation Emitting Devices Act* and other standards established by the Federal Health and Welfare, the BC Workers' Compensation Board or the Provincial Ministry of Health.

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

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

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

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

(a) The Employer will abide by the Industrial Health and Safety Regulations of the Workers' Compensation Board.

(b) Where employees are required to work with or are exposed to any dangerous good, special waste, pesticide or harmful substance, the Employer shall ensure that the employees are adequately trained in the identification, safe handling, use, storage, and/or disposal of same.

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

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

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

#### **22.13 Working Alone**

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

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

#### **22.14 Communicable Diseases**

The parties to this Agreement share a desire to prevent acquisition and transmission where employees may come into contact with a person and/or possessions of a person with a communicable disease. Accordingly, the parties agree that this issue will be addressed by the Joint Labour Management Committee.

#### **22.15 Safe Working Conditions**

(a) Winter shifts will be arranged in such a manner that contact with employees will be possible from a local base station or from another employee working out of the same point of assembly or, where sufficiently close, adjoining point of assembly. The matter of determining which points of assembly are sufficiently close will be referred to joint safety committees.

(b) The parties agree that the Employer's responsibility in this clause is the assignment of personnel. Absence of an employee due to sickness or for any other reason shall not constitute a violation of this clause.

(c) *Safe Working Conditions* - The Employer undertakes to maintain office furniture, equipment etc. in a practical and safe condition in order to avoid injury to employees or damage to their attire. Employees, for their part and in their own interest, are expected to advise the Employer of any such potentially injurious equipment.

#### **22.16 Supply and Maintenance of Equipment**

A regular employee shall not suffer any loss in salary in the event that he/she cannot carry out his/her normal duties by reason of the Employer failing to furnish or properly maintain equipment, machinery, or supplies or by reason of power failure or other circumstances occurring at the place of work.

## ARTICLE 23 - TECHNOLOGICAL CHANGE

### 23.1 Definition

For the purposes of this article, "*Technological Change*" shall not include normal layoffs resulting from a reduction of the amount of work required to be done.

### 23.2 Recognition of Technological Change

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

### 23.3 Notice of Technological Change

- (a) For the purpose of technological change, the Employer agrees to provide the Union with as much notice as possible, but in any event not less than sixty (60) days notice of a technological change.
- (b) Upon receipt of a notice of technological change pursuant to 23.3(a), the Joint Labour Management Committee shall meet within ten (10) days to consult on the impact of the proposed change.
- (c) The written notice identified in 23.3(a) will provide the following information:
  - (1) the nature of the change(s);
  - (2) the anticipated date(s) on which the Employer plans to effect change(s);
  - (3) the location(s) and number(s) of employees likely to be directly affected pursuant to (d) below.
- (d) Where notice of technological change has been given pursuant to Clause 23.3(a):
  - (1) Regular employees who are assigned by the Employer to work with the new technology shall receive a period of training and familiarization. Employees involved in training under this section shall receive their basic pay for the period of training. Where the employee cannot meet job requirements upon completion of the training and familiarization period, the employee shall be offered either the vacancy options or severance pay provisions of Clause 13.
  - (2) To absorb those regular employees who are not assigned by the Employer to work with the new technology or who are displaced because of such technological change, the Employer will endeavour to utilize normal turnover of employees within the employer geographic location in which the change occurs, to the extent that turnover occurs during the period in which a technological change is being implemented.

### 23.4 Disputes Resolved

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

## ARTICLE 24 - CONTRACTING OUT

### 24.1 No Contracting Out

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

(b) Notwithstanding the requirements of Clause 24.1(a) above, the Employer and the Union are committed to the productive utilization of bargaining unit employees so as to minimize the requirement for contracting out of work.

#### **24.2 No Contracting Out Which Results in a Layoff**

The Employer agrees not to contract out any of the Employer's work presently performed by employees covered by this Agreement which would result in the laying off such employees. The Employer will not be in violation of this clause by contracting out crushing, screening, dust lay (stabilization), flagging, landscape, paving, ditching(ditching machine only), tow trucks and structural welding, above the amounts required by the Ministry of Transportation.

#### **24.3 Auxiliary Recall**

It will not be deemed to be a violation of Clause 24.2 where the Employer contracts in accordance with 24.1(a) which results in an auxiliary employee not being recalled to a work assignment.

#### **24.4 Repair and Service**

It is agreed that, with the exception of warranty, third parties will not be permitted to use the equipment of the Employer or the employees in order for them to service, clean, or repair their equipment. When such work is done on the employer's premises, an Argo mechanic will be assigned when such an assignment is for training and when, in the opinion of the Division Manager, Argo's workload will allow.

#### **24.5 Contracting With**

(a) Nothing in this Agreement prohibits the Employer from contracting with any other party. It is agreed that all such work will be bargaining unit work and the parties agree to meet to discuss modifications to this Agreement that will be of mutual benefit to the Union and the Employer.

(b) In order to attract outside work, the parties agree that all work can be bid at eighty-five percent (85%) of the rates in Appendix 1. This work will be made available first to the regular on layoff, then senior auxiliary employees. If these employees do not want the work they may refuse and the refusal will not be counted for any purpose in this Collective Agreement. Auxiliary employees earning less than one hundred percent (100%) of the Appendix 1 rate may be assigned any work and, if not available to work, will be regarded as having refused work. Hours worked on outside work do not accrue to auxiliary grid for the purpose of pay escalation.

### **ARTICLE 25 - HEALTH AND WELFARE BENEFITS**

#### *Benefit Summary Note:*

The parties agree to summarize the Health and Welfare benefit program in Article 25 for inclusion in the Collective Agreement.

#### **25.1 Eligibility**

Employees shall be eligible for coverage for Health and Welfare Benefits effective the first day of the month following their appointment to regular status.

#### **25.2 Short Term Illness and Injury Plan**

The Employer will provide a Short Term Illness and Injury Plan that entitles regular employees to a benefit of seventy-five percent (75%) of pay for a period not to exceed six months.

### 25.3 Basic Medical Insurance

All regular employees may choose to be covered by the British Columbia Medical Plan. Benefits and premium rates shall be in accordance with the existing policy of the plan. The Employer will pay one hundred percent (100%) of the regular premium.

### 25.4 Extended Health Care Plan

The Employer shall pay the monthly premium for regular employees entitled to coverage under a mutually acceptable extended health care plan. Vision care coverage provided under the Extended Health Care Plan will be one hundred and seventy-five dollars (\$175). Vision care will be increased to two hundred and fifty dollars (\$250), effective November 6, 1998.

### 25.5 Dental Plan

(a) The Employer shall pay the monthly premium for employees entitled to coverage under a mutually acceptable plan which provides:

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

(b) An employee is eligible for orthodontic services under Part C after twelve (12) months' participation in the Plan. Orthodontic services are subject to a lifetime maximum payment of two thousand, five hundred dollars (\$2,500) per patient.

### 25.6 Group Life

(a) The Employer shall provide a mutually acceptable group life plan with benefits equivalent to twice an employee's annual salary, with a minimum of eighty thousand dollars (\$80,000) This will increase to a minimum of one hundred thousand dollars (\$100,000), effective November 6, 1998.

The Employer shall pay one hundred percent (100%) of the premium on the base minimum as set out above and the employee shall pay the premium for any insurance over the base minimum.

(b) Employees hired shall, as a condition of employment, enrol in the group life plan and shall complete the appropriate payroll deduction authorization forms.

(c) The group life plan shall include the following provisions for accidental dismemberment:

- (1) loss of both hands or feet ..... the principal sum;
- (2) loss of sight of both eyes ..... the principal sum;
- (3) loss of one hand and one foot ..... the principal sum;
- (4) loss of one hand or one foot and sight of one eye ..... the principal sum;
- (5) loss of one hand or one foot ..... one-half (½) the principal sum;
- (6) loss of sight of one eye .....one-half (½) the principal sum.

### 25.7 Air Travel Insurance

The Employer agrees to reimburse an employee travelling by aircraft on the employer's business, an amount of up to ten dollars (\$10) per round trip for the purchase of Air Travel Insurance.

### 25.8 Medical Examination

Where the Employer requires an employee to submit to a medical examination or medical interview, it shall be at the Employer's expense and on the Employer's time, other than a medical examination under Appendix 2, Part I, 1.2(c).

### **25.9 Short Term Disability/WCB**

Regular employees shall be entitled to coverage for Short and Long Term Disability as provided for under Appendix 2.

The Employer shall maintain coverage for MSP, Extended Health Benefits, Dental Care Benefits, Group Life, Accidental Death and Dismemberment, Short Term Illness and Injury and RRSP contributions and shall pay the Employer's share of these premiums while an employee is in receipt of benefits pursuant to the Short Term Illness and Injury, and WCB.

Vacation entitlement and vacation pay for an employee on Short Term Illness and Injury Benefits shall continue to accrue while the employee is on leave. Vacation earned pursuant to this clause may be carried over to the following year. On return from leave an employee shall be placed in his/her former position.

### **25.10 Health and Welfare Plans**

The Employer will develop a pamphlet detailing the provisions of the benefit plans for all employees within ninety (90) days of the signing of this Collective Agreement. The cost of such a pamphlet shall be borne by the Employer.

### **25.11 Legislative Changes**

If the premium paid by the Employer for any employee benefit stipulated in this Agreement is reduced as a result of any legislative or other action by the Government of British Columbia or the Government of Canada, the amount of the saving shall be used to increase other benefits available to the employees, as may be mutually agreed to between the parties.

### **25.12 Employee Assistance Program**

The Employer agrees to pay one hundred percent (100%) of the cost of fees for service for the Employee Assistance Program in accordance with Memorandum of Understanding #2.

### **25.13 Continuation of Benefits**

Employees who are eligible for benefits under Clause 25.1 above, shall be entitled to maintain coverage except for Short and Long Term Disability for a maximum period of twelve (12) consecutive months immediately following the month in which an employee loses benefits by prepaying the premium themselves.

## **ARTICLE 26 - WORK CLOTHING**

### **26.1 Protective Clothing**

(a) The Employer agrees to supply the following protective apparel:

(1) Individual issue coveralls to the following:

*Mechanics:*

- maximum two (2) pairs per week during summer shift schedule;
- maximum three (3) pairs per week during winter shift schedule.

(2) Individual issue laboratory coats or counter coats:

*Mechanic Supervisor* - maximum two (2) per week.

(3) Individual issue welder's leather jackets and aprons where appropriate.

- (4) Plant issue rubber boots, aprons, gloves and goggles where appropriate when employees are cleaning or washing material or equipment.
  - (5) Plant issue coveralls to operators when they are required to service equipment.
  - (6) Plant issue coveralls to Yardmen when required.
  - (7) Plant issue coveralls to those employees engaged in the operation of Distributor Trucks, engaged in the operation of open highways sweepers and those engaged in sign maintenance.
  - (8) Plant issue coveralls to Bridgemen and Bridge Labourers when required to work with creosote.
  - (9) The Employer agrees to supply an individual coverall issue to regular employees in the following classifications:
    - (i) Bridgeman 1-3: two (2) pair
    - (ii) Bridge-Labourer: two (2) pair
  - (10) Where circumstances warrant, plant issue coveralls will be provided in addition to the above entitlement.
  - (11) Disposable gloves and coveralls for dead animal removal.
- (b) Any individual issue item described above must be worn by the employee on a regular basis or the Employer reserves the right to cancel this issue.
- (c) Where the Employer supplies items listed above, the Employer agrees to bear the cost of approved laundering and repair.

## **26.2 Safety Equipment**

- (a) With the exception of boots and prescription glasses, the Employer will supply all safety equipment required for the job under Workers' Compensation Regulations. Where the Employer's regulations regarding safety footwear exceed Workers' Compensation Board Regulations, then the Employer shall supply such footwear. Where the following safety equipment is required by the Workers' Compensation Board it will be issued on an individual basis:
- (1) hard hats and liners where required;
  - (2) safety gloves;
  - (3) safety or welding goggles and helmets;
  - (4) respirators;
  - (5) protective hearing devices.
- (b) Replacement of unserviceable items will be made upon surrender of items to be replaced and proof that replacement is not a result of negligence by the employee.

## **ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES**

### **27.1 Equal Pay**

The Employer shall not discriminate between male and female employees by employing a person of one sex for any work at a rate of pay that is less than the rate of pay at which a person of the other sex is employed for similar or substantially similar work.



## 27.2 Paydays

- (a) Employees shall be paid biweekly every second Friday. Auxiliary employees shall receive their paycheque no later than four (4) weeks after they commence employment.
- (b) A comprehensive statement detailing all payments, allowances and deductions shall accompany the paycheque for each pay period. All premiums and allowances payable shall be paid out no later than four (4) weeks from the date of earning them.
- (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.
- (d) Employees working shifts shall receive paycheques in accordance with the following:
  - (1) *day shift* - on the payday;
  - (2) *afternoon shift* - coming off the shift prior to the payday;
  - (3) *night shift* - coming off the shift the morning of the payday.
- (e) If the paycheque is not available on the payday, the Employer shall arrange for the employee to be provided on the payday with an adequate advance on his/her salary.

## 27.3 Rates of Pay

- (a) Employees shall be paid in accordance with the rates of pay negotiated by the parties to this Agreement, subject to Clause 27.7 and Appendix 1 — Rates of Pay for Apprentices.
- (b) The distribution of paycheques shall be done in such a manner that the details of the paycheque shall be confidential.
- (c) Rates of pay shall be indicated in Appendix 1.

## 27.4 Substitution Pay

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

Payment for leave under Clauses 20.1 and 20.2 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 his/her regularly scheduled hours in the sixty (60) days preceding his/her leave, in which case he/she shall receive the higher rate.

- (b) Substitution pay is not payable when an employee has not been designated by the Employer to substitute.
- (c) Where the Employer requires an employee to work part days at a higher paying position, for more than one-half (½) hour, he/she shall be paid the higher rate by one-half (½) day increments.
- (d) The application of this clause shall not include training time.
- (e) Substitution to a higher non-supervisory level position shall be offered to the most senior available qualified employee in the appropriate classification, subject to the employee's ability to perform the job.
- (f) Appointment to substitute in supervisory level positions shall be made on the basis of ability, knowledge, training, skill and an assessment of past performance.

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

**27.5 Rate of Pay on Reclassification or Promotion**

When an employee is promoted or reclassified to a higher-paying position in the salary schedule, the employee will receive the rate for the position.

**27.6 Pay on Temporary Assignment**

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

**27.7 Salary Protection and Downward Reclassification of Position**

- (a) An employee shall not have his/her salary reduced by reason of:
  - (1) a change in the classification of his/her position; or
  - (2) placement into another position with a lower maximum salary,

that is caused other than by the employee.

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

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

That employee shall receive the full negotiated salary increases for his/her new classification thereafter.

- (b) Such changes in classifications or placements made pursuant to Article 13 are covered by (a) above.

**27.8 Vehicle Allowances**

Vehicle allowances for all distances on employer business shall be paid to employees required to use their own vehicles in the performance of their duties. The allowance shall cover distance to and from the employee's place of residence up to a total maximum of thirty-two (32) kilometres, only when the employee is required to have his/her vehicle at work for use in the performance of his/her duties.

Vehicle allowance shall be thirty-seven cents (37¢) per kilometre.

**27.9 Meal Allowances**

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

Effective date of ratification meal allowances shall be:

Breakfast .....	\$8.50
Lunch .....	\$10.65
Dinner .....	\$18.25

**27.10 Transportation for Employees**

Transportation will be provided to employees who are required to work other than their normal working hours, and who must travel to or from their home during the hours between 1:00 a.m. and 6:00 a.m. and when convenient public transportation or other transportation facilities are not available. An employee

shall be reimbursed for the cost of commercial transportation upon presentation of receipts, up to a maximum of eight dollars (\$8).

### **27.11 Abnormal Working Conditions**

Premium rates for abnormal working conditions shall be as follows:

(a) *Danger Pay*

Except for Bridgeman or Bridge Labourers a premium allowance of sixty cents (60¢) per hour shall be paid in addition to regular rates of pay for employees working on a swing stage, over bridges or stacks, or towers, or over the side of buildings or vessels, such that they are working more than fifty (50) feet/15.24 meters above surrounding terrain. Premium allowance shall apply to actual time while exposed, except that the minimum time shall be one-half (½) hour.

(b) *Dirty Money*

A premium allowance of fifty cents (50¢) per hour shall be paid in addition to regular rates of pay to employees in trades, helper or apprentice classifications required to work in areas contaminated with sewage. Premium allowance shall apply to actual time while exposed, except that the minimum time shall be one-half (½) hour.

(c) *Welding and Cutting of Galvanized Material*

A premium allowance of sixty cents (60¢) per hour shall be paid in addition to regular rates of pay for employees required to weld or torch cut galvanized material. Premium allowance shall apply to actual time while exposed except that the minimum time shall be one-half (½) hour.

### **27.12 Upgrading Qualifications**

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

### **27.13 Travel Expenses**

(a) Employees on travel status will be reimbursed for receipted out-of-pocket travel and accommodation expenses not covered elsewhere in this Agreement provided that the employee receives prior written authorization from the Employer to incur such expenses, and such authorization shall include the types of expenses, modes of travel and accommodation arrangements as determined by the Employer. The Employer will pay thirty dollars (\$30) per day, as well as the appropriate meal allowance, when private accommodation is used and any request by an employee to opt for private accommodation will not be unreasonably denied. If the accommodation is a mobile home or camper the employee will be responsible for relocating the mobile unit on his/her own time and at his/her own cost, unless otherwise agreed.

(b) *Type of Accommodation*

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

**27.14 Relocation Expenses**

Regular employees who have to move from one geographic location to another after winning a competition, or at the Employer's request, shall be entitled to relocation expenses in accordance with Memorandum of Understanding #1.

**27.15 Retirement Allowance**

Where an employee who is aged fifty-five (55) or older retires after having completed twenty (20) or more years of continuous service, that employee will be entitled to a retirement allowance equal to one (1) month's basic salary.

**27.16 Salary Rate Upon Employment**

The hiring rate of pay for a new employee shall not be higher than the rate of pay for an existing employee in the same classification with similar work experience, training, and education.

**27.17 Telephone Allowance**

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

**27.18 Salary Rate on Demotion**

When an employee is demoted the employee shall receive the rate for the position.

**27.19 Hourly, Daily and Partial Month Calculations**

The formula for paying a biweekly or hourly salary is as follows:

$$\frac{\text{Biweekly salary}}{70} = \text{hourly rate}$$

$$\frac{\text{Monthly salary} \times 12 \text{ months}}{26.0892857} = \text{biweekly salary}$$

The daily rate shall be determined by multiplying the number of regularly scheduled hours in the employee's day shift by the hourly rate. For the purposes of converting a biweekly rate to a monthly rate, the formula will be as follows:

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

The formula for paying a partial salary to employees paid on a biweekly basis is:

$$\text{Salary} = \frac{\text{hours worked plus paid holidays} \times \text{biweekly salary}}{\text{hours scheduled plus paid holiday}}$$

When an article in this Agreement has a reference to payments at the "end of the month following the month" in which an event occurs, payment will be "at the end of the second pay period following the pay period" in which the event occurs.

Similarly, a reference to payments on specified dates will mean payment on the closest pay period payday to the specified date.

**27.20 Work Time Records**

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

**27.21 Training Allowance**

Operators who are required by the Employer to provide training to a specified level and to certify to the competency of the employees so trained shall receive twelve dollars (\$12) per day while training. In such cases, the most senior qualified operator with the capability to provide training in the required class of equipment shall be given the opportunity to provide such training.

**27.22 Supervisory Allowance**

Where an employee is temporarily required by the Employer to supervise a group of employees for one-half (1/2) working day or longer, he/she shall receive substitution pay pursuant to Clause 27.4.

**27.23 Special Certificate Allowance**

Those employees required by the Employer to hold a valid British Columbia Blaster's Certificate which is not required in their classification specification shall receive monthly compensation as follows:

Electrical blasting single series .....	\$25
Safety fuse blasting .....	\$25
Combination of 1 and 2 .....	\$25
Safety fuse and electrical blasting to rated capacity of blasting machine .....	\$35
Electrical blasting for rated capacity of blasting machine .....	\$35
Seismic .....	\$45
General .....	\$45

**ARTICLE 28 - CLASSIFICATION AND RECLASSIFICATION**

**28.1 Classification Specifications**

Job classification specifications shall be developed by the Joint Labour Management Committee within one (1) year of the date of signing. Failing resolution either party may apply for assistance of a mediator.

**28.2 Classification and Salary Assignments**

- (a) When a new or substantially altered classification covered by this Agreement is introduced, the rate of pay shall be subject to negotiations between the Employer and the Union.
- (b) If the parties are unable to agree on the rate of pay for the new or substantially altered classification within ten (10) days of their first meeting or such other period as agreed to by the parties, the Employer may implement the classification and attach a salary.
- (c) The Union may then refer the matter within thirty (30) days to arbitration. The Arbitrator shall determine the rate of pay.
- (d) The new rate of pay shall be effective on the date agreed to by the parties or the date set by the Arbitrator but, in any event, not earlier than the date of implementation.

### **28.3 Classification Appeal Procedure**

An employee shall have the right to grieve, through the Union, the classification of the position he/she occupies.

- (a) If an employee believes that the position he/she occupies is improperly classified, he/she shall discuss the classification or grade with his/her immediate supervisor.
- (b) The supervisor shall, upon request, provide the employee with a written statement of duties and responsibilities within thirty (30) days of the request.
- (c) Upon request, the employee and his/her immediate supervisor shall discuss this statement by comparison with the classification specification(s).
- (d) If there is a dispute between the supervisor and the employee concerning the classification or grade of the position he/she occupies, or if the employee believes there is a conflict between his/her classification specification and the statement of duties, the employee may initiate a grievance at Step 3.
- (e) The effective date of any resulting change in classification shall be the first day of the biweekly pay period following the date that a job description was requested pursuant to Clause 28.4(b).

## **ARTICLE 29 - HARASSMENT**

### **29.1 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 or physical behaviour which an individual would reasonably find to be unwanted or unwelcome, giving consideration to all surrounding circumstances and which may detrimentally affect the work environment. Such behaviour could include, but is not limited to:
  - (1) touching, patting or other physical contact;
  - (2) leering, staring or the making of sexual gestures;
  - (3) demands for sexual favours;
  - (4) verbal abuse or threats;
  - (5) unwanted sexual invitations;
  - (6) physical assault of a sexual nature;
  - (7) distribution or display of sexual or offensive pictures or material;
  - (8) unwanted questions or comments of a sexual nature;
  - (9) practical jokes of a sexual nature.
- (c) To constitute sexual harassment behaviour may be repeated or persistent or may be a single serious incident.
- (d) Sexual harassment will often, but need not, be accompanied by an expressed or implied threat of reprisal or promise of reward.
- (e) Sexual harassment refers to behaviour initiated by both males and females and directed toward members of either sex.

## 29.2 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 known or ought reasonably to be known to be abusive or offensive to another person and may be discriminatory in nature, based upon another person's race, colour, ancestry, place of origin, political beliefs, religion, martial status, physical or mental disability, sex, age, or sexual orientation. Such behaviour could include, but is not limited to:
  - (1) physical threats or intimidation;
  - (2) words, gesture, 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.

## 29.3 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 six (6) months of the latest alleged occurrence directly to the General Manager. Where the complaint is against the General Manager, it shall be submitted to the President or other employer designate. Upon receipt of the written complaint, the Employer shall notify in writing the designated union staff representative. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer.
- (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 (f) below.
- (c) The Employer's designate shall investigate the complaint and shall submit his/her report to the General Manager in writing within fifteen (15) days of receipt of the complaint. The General Manager shall within ten (10) days of receipt of the reports give such orders as may be necessary to resolve the issue. The union staff representative, the complainant and the respondent shall be apprised of the General Manager's resolution.
- (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 General Manager may take interim measures to separate the employees concerned if deemed necessary. Any possible permanent dislocation will impact on the harasser.
- (f) Where either the complainant or the respondent, in conjunction with the Union, is not satisfied with the General Manager's response, the Union will put the complaint, within thirty (30) days, before a mutually agreed upon, independent adjudicator who specializes in cases of person 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; or
  - (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.
- (g) Disciplinary action taken against a harasser pursuant to this clause, shall not form the basis of a grievance.
- (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) This clause does not preclude an employee from filing a complaint under Section 8 of the *BC Human Rights Act*. A complaint of personal harassment or sexual harassment shall not form the basis of a grievance.
- (j) Complaints under this article shall be treated in strict confidence by all parties involved.

### ARTICLE 30 - AUXILIARY EMPLOYEES

#### 30.1 Auxiliary Employees

- (a) An auxiliary employee shall receive a letter of appointment clearly stating his/her employment status and expected duration of employment.
- (b) Auxiliary employees who currently receive health and welfare benefit entitlement (as a result of a previous conversion), shall continue to be entitled to the benefits in Clause 25.3, 25.4, 25.5, and 25.6. All other auxiliary employees will be entitled to the provision of Clause 30.7.

#### 30.2 Seniority on Applying for Regular Positions

- (a) Auxiliary employees will be recognized as in-service applicants when applying for regular positions.
- (b) Auxiliary employees relocated at the Employer's request shall be entitled to relocation expenses in accordance with MOU #1.

#### 30.3 Seniority

- (a) (1) For the purpose of layoff and recall, an auxiliary employee who has worked in excess of thirty (30) days shall accumulate service and classification seniority within a seniority unit, as defined in this Agreement, on the basis of:
- (i) all hours worked at the straight-time rate;
  - (ii) designated paid holidays or days off in lieu in accordance with Clause 30. 8;
  - (iii) annual vacation in accordance with Clause 30. 9(b);
  - (iv) leave pursuant to Clause 30.10.
- (2) The total hours above shall be converted to a seven-hour shift to establish seniority.
- (3) Upon completing thirty (30) workdays (7-hour shifts), an auxiliary employee's seniority shall include the accumulated thirty (30) workdays.
- (b) Subject to Clause 30.4, an auxiliary employee shall retain his/her service seniority if he/she is moved by the Employer from one seniority unit to another.
- (c) For the purpose of layoff and recall, auxiliary employees who are on a claim recognized by the Workers' Compensation Board or Insurance Corporation of BC, which arises out of a work related



injury while employed by the predecessor Contractor and the Employer, shall earn seniority for all hours the employees would have worked had he/she not been injured and been able to stay on the job.

- (d) A current work unit service seniority list shall be posted quarterly in each seniority unit.

### **30.4 Loss of Seniority**

An auxiliary employee will lose his/her service and classification seniority when:

- (a) he/she is terminated for just cause;
- (b) he/she voluntarily terminates or abandons his/her position;
- (c) he/she is on layoff for more than nine (9) months,
- (d) he/she is unavailable for, or declines, three (3) offers of re-employment as provided in Clause 30.5; or
- (e) he/she becomes a regular employee;
- (f) auxiliary employees hired on or after May 10, 2004 shall have recall rights for six (6) months from the date of layoff.
- (g) effective August 30, 2007, employees will have six (6) months recall until they have amassed five hundred (500) straight-time hours at which time they will have nine (9) months recall.

### **30.5 Layoff and Recall**

- (a) Layoff of auxiliary employees shall be by classification in reverse order of service seniority within a seniority block.
- (b) Auxiliary employees on layoff shall be recalled in order of service seniority within a seniority block, provided the auxiliary employee is qualified to carry out the work which is available.
- (c) Notwithstanding (a) above, auxiliary employees hired for seasonal work or a term certain shall be laid off upon completion of the season or term and shall be subject to recall procedures in accordance with (b) above.
- (d) Auxiliary employees will be notified of available work by registered mail. Where that is not possible, contact will be by other means.
- (e) If an auxiliary employee receives notice of available work and declines the work offered such decline will be considered to be a decline for purposes of Clause 30.5(f).
- (f) An auxiliary employee who declines work on three separate occasions in a six (6) month period shall lose their seniority and shall be considered terminated for just cause.

It is understood that only one decline may be counted per calendar day.

- (g) Auxiliary employees who are unavailable in the following circumstances, and who call in to their work unit, will not have the decline or unavailability count as an occurrence for purposes of Clause 30.4(d):

- (1) absence on a WCB claim;
- (2) maternity leave;
- (3) absence on bereavement as per Clause 20.1;
- (4) leave to participate in activities of a reserve component of the Canadian Armed Forces;

- (5) 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);
- (6) illness of a dependent child of an auxiliary 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;
- (7) union leave per Clause 2.10;
- (8) jury duty;
- (9) medical or dental appointments;
- (10) ICBC claim.

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

- (h) Auxiliary employees who report for work at the call of the Employer shall be paid for all hours worked with a minimum of two (2) hours pay at their regular rate unless the employee is unfit to perform his/her duties or has failed to comply with the Industrial Health and Safety Regulations of the Workers' Compensation Board.
- (i) Where an employee commences work he/she shall receive four (4) hours pay at his/her regular rate.
- (j) Notwithstanding anything contained elsewhere in this article an auxiliary employee may, at the time of layoff indicate in writing to the Employer that he/she only wishes to be recalled to specific seasonal or term work, and/or may designate a specific time period up to eight (8) months in duration during which he/she does not wish to be recalled. The Employer will not be required to recall such employees during those periods or for that work which the employee has indicated they do not wish to be recalled.

### **30.6 Application of Agreement**

- (a) Except as otherwise noted in this article, the provisions of Articles 11, 13, 17, 18, 19, 20, 21, and 25 do not apply to auxiliary employees. The provisions of other articles apply to auxiliary employees, except as otherwise indicated.
- (b) Any auxiliary employee who is eligible to vote in a federal, provincial, or municipal election or a referendum shall have four (4) consecutive clear hours during the hours in which the polls are open in which to cast his/her ballot.
- (c) Maternity leave for auxiliary employees shall be in accordance with the *Employment Standards Act*.
- (d) Auxiliary employees shall be entitled to the provisions of Clause 20.1 (Bereavement Leave), however, such leave shall be without pay.
- (e) Auxiliary employees shall be entitled to the provision of Clause 11.1(b)

### **30.7 Health and Welfare**

In lieu of health and welfare benefits, auxiliary employees shall receive as follows:

November 6, 2008 - \$0.80/hour to a maximum of \$56 biweekly

November 6, 2009 - \$0.90/hour to a maximum of \$63 biweekly

November 6, 2010 - \$1.00/hour to a maximum of \$70 biweekly

### **30.8 Designated Paid Holidays**

(a) Auxiliary employees shall be compensated for the paid holiday who have:

- (1) worked the day before and the day after a paid holiday; or
- (2) worked fifteen (15) of the previous thirty (30) days; or
- (3) worked at least one hundred five (105) hours at the straight-time rate in the previous thirty (30) days.

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

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

### **30.9 Annual Vacations**

(a) Auxiliary employees will be entitled to receive vacation pay at the rate of six percent (6%) of their regular earnings. Auxiliary employees shall receive their earned vacation pay on each paycheque.

(b) Auxiliary employees who have completed 1827 hours worked in a fifteen (15) month period shall be eligible for annual vacation leave in accordance with the provisions of this clause and Clause 18, except that the first vacation year is the vacation year in which the anniversary of eligibility occurs. Auxiliary employees eligible for annual vacation shall not be entitled to vacation pay as in (a) above.

(c) The calendar year in which an employee qualifies for vacation leave under (b) will be considered the first partial year of service for purposes of vacation entitlement, and subject to Clause 18.6 any unused vacation entitlement earned during that year will be paid to the employee on the final payday of that year.

(d) Upon qualifying for vacation leave an auxiliary employee will be paid any earned vacation pay owing to that date and thereafter will earn vacation leave in accordance with Clause 18.2.

(e) Vacation leave shall be scheduled in accordance with the provisions of this Agreement, except that employees hired for vacation relief or for seasonal operations may be restricted as to the time of year they may schedule vacation. Regular employees shall have preference in vacation selection.

(f) Vacation schedules, once approved by the Employer, may be rescheduled if it is displaced by an emergency or because the employee is absent on an approved WCB claim.

### **30.10 Leave For Medical and Dental Care**

Where it is not possible to schedule medical and or dental appointments outside regularly scheduled working hours, reasonable time off for medical and dental appointments for auxiliary employees shall be permitted. Such leave will be without pay and without loss of seniority.

### **30.11 Emergency Leave**

The Employer may grant a leave of absence without pay and without loss of seniority to an auxiliary employee requesting leave for emergencies or other unusual circumstances. Approval for this leave shall not be unreasonably withheld.

### 30.12 Bereavement Leave

Where leave from work is required auxiliary employees shall be entitled to provisions of Clause 20.1. Such leave will be without pay and without loss of seniority.

### 30.13 Auxiliary Displacement

(a) Within a seniority block, senior auxiliary employees may opt to displace junior auxiliary employees who have been recalled if a senior auxiliary is unavailable for recall due to the following circumstance(s):

- (i) absence on a WCB or ICBC claim;
- (ii) maternity leave;
- (iii) absence on bereavement leave;
- (iv) leave to participate in activities or a reserve component of the Canadian Armed Forces, Provincial Emergency Program, or fire or police training seminars;
- (v) illness: proof of illness may be required if the absence is greater than five (5) days or where it appears a pattern of consistent or frequent absence is developing;
- (vi) illness of a dependent child or spouse of an employee, where no one other than the employee can care for the child. Proof of illness may be required if a pattern of consistent absence is developing;
- (vii) union leave per Clause 2.10 or 2.11;
- (viii) jury duty;
- (ix) medical or dental appointments;
- (x) any approved leave of absence without pay.

(b) Senior auxiliary employees shall only be eligible to displace junior auxiliary employees if the displacement occurs immediately following the expiry of the leave(s) referred to in Clause 30.15(a).

## ARTICLE 31 - GENERAL CONDITIONS

### 31.1 Tool Allowances

(a) Other than employees classified as tradesmen, helpers or apprentices, employees will not be required to supply work tools or equipment.

(b) Subject to (a) above, the employee shall furnish and replenish his/her inventory of personal hand tools. The Employer shall furnish and maintain all other equipment as he/she deems necessary.

(c) Where maintenance of employees' hand tools has been done by the Employer in the past, this practice shall continue. It is understood that "*maintenance*" as used in this section shall mean sharpening and keeping in good working condition.

(d) The Employer will replace or repair the employee's hand tools, tool boxes, pneumatic and power tools, drill bits which may be lost, broken, or worn out while used on the job, upon reasonable proof of such loss, wear or breakage, providing there was no negligence on the part of the employee. Replacement will be of equal quality.

The Employer agrees to provide reasonable amounts of plant tools, specialty tools and testing equipment required.

### 31.2 Comprehensive Insurance

The Employer agrees to provide comprehensive insurance covering tools, reference texts, and instruments owned by the employees and required to be used in the performance of their duties at the request of the Employer.

### 31.3 Indemnity

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

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

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

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

- (1) when the employee is first approached by any person or organization notifying him/her of intended legal action against him/her;
- (2) when the employee himself/herself requires or retains legal counsel in regard to the incident or course of events;
- (3) where any investigative body or authority first notifies the employee of any investigation or other proceeding which might lead to legal action against the employee;
- (4) when information first becomes known to the employee in the light of which it is a reasonable assumption that the employee would conclude that he/she might be the object of legal action; or
- (5) when the employee receives notice of any legal proceeding of any nature or kind.

### 31.4 Political Activity

#### (a) *Municipal and School Board Offices*

- (1) employees may seek election to municipal and school board offices, provided that:
  - (i) the duties of the municipal or school board office other than regular council or board meetings do not impinge on normal working hours as an employee;
  - (2) Where municipal council or school board meetings are held during the employee's normal working hours, the Employer shall grant leave subject to operational requirements, without pay to attend such meetings.

#### (b) *Federal and Provincial Offices*

There are no restrictions on employees engaging in political activities on their own time as campaign workers. If an employee is nominated as a candidate for election, the employee shall be granted leave

without pay in accordance with Clause 20.4(a) to engage in the election campaign. If elected, the employee shall be granted leave of absence in accordance with Clause 20.4(c). If not elected, the employee shall be allowed to return to his/her former position.

### 31.5 Copies of Agreements

(a) The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and his/her rights and obligations under it. For this reason, sufficient copies of the Agreement will be printed for distribution to employees. The cost of such printing and distribution shall be borne equally by the parties.

The Union shall distribute the Collective Agreements to its members and the Employer shall reimburse the Union for fifty percent (50%) of the distribution costs.

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

COLLECTIVE AGREEMENT  
between the  
ARGO ROAD MAINTENANCE (SOUTH OKANAGAN) INC.  
(Contract Area 08)  
and the  
B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION  
(BCGEU)  
Effective from November 8, 2006 to November 7, 2011

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

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

### 31.6 Travel Advance

Employees not covered by a work party advance, and who are required to proceed on travel status, may upon request, be provided with an adequate travel advance. The amount of advance will be determined by such factors as time away from headquarters and the frequency of reimbursement, and the anticipated amount of expense incurred.

### 31.7 Private Vehicle Damage

Where an employee's vehicle is damaged as a direct result of the employee's vehicle being used on the employer's business, the Employer shall reimburse the employee the cost of any deductible portion of insurance coverage on that vehicle up to one hundred dollars (\$100).

### 31.8 Work Group

(a) Where more than one (1) work group works out of a common point of assembly each work group shall be considered completely independent for the following purposes:

- Substitution
- Rotation of Shifts
- Allocation of Overtime
- Preference in Vacation
- Training Courses

(b) Where the Employer proposes a change in work groups, the matter shall be discussed with the Employees and the Union.

### 31.9 Telephone Facilities

Where commercial telephone facilities are not available, employees will be allowed reasonable use of the employer's facilities; in which case no telephone allowances will be paid.

### 31.10 Point of Assembly

(a) Every employee will be assigned a headquarters and a regular point of assembly within his/her headquarters. A regular point of assembly is the location where the employee daily reports for work and will be an established point such as a yard, maintenance depot, office etc. The regular point of assembly will be changed only with prior notification of sixty (60) days or by mutual agreement.

(b) When an employee is assigned to a work location so far removed from his/her headquarters or point of assembly that it is impractical for him/her to be returned to his/her regular point of assembly at the end of each day's work, he/she will be assigned a temporary field point of assembly and will be on travel status. A temporary field point of assembly will not be assigned or changed without prior notification of seventy-two (72) hours, except in the case of an emergency or by mutual agreement at the local level. The seventy-two (72) hours notice shall be waived for employees called from layoff status. The location of a temporary field point of assembly will be designated by mutual agreement and will normally be the point of field accommodation, local yard, or worksite.

(c) Where an employee works away from his/her regular or temporary field point of assembly, as the case may be, he/she will, at the Employer's option, either travel on the Employer's time or be paid for hours travelled at the overtime rates. For purposes of this clause, "overtime rates" as used in Clause 16.5(a) of this Agreement shall prevail. "Overtime rates" as referred to in this clause applies only to the rate applicable.

### 31.11 Return to Headquarters

(a) Both parties recognize the desirability of employees returning from field locations to their headquarters as the case may be for days of rest whenever possible. To this end the Employer shall make every reasonable effort to make transportation available for return to headquarters for rest days.

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

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

### 31.12 Employer Vehicle Use

An employer vehicle will be made available to crews working at a temporary field point of assembly for reasonable use outside of normal work hours. If such use results in a loss to a third party or to the vehicle as a result of the driver's ability being impaired by the use of alcohol or drugs, the employee will be expected to compensate the Employer for any portion of the loss which is not payable by the Insurance Corporation of British Columbia because of impairment.

### 31.13 Motor Vehicle

Ownership of a motor vehicle will not be considered a condition of employment for the performance of the employee's duties once he/she has arrived at his/her point of assembly.

**31.14 Lockers**

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

**31.15 Radio Contact or Available Vehicle**

In areas remote from road transportation, the Employer shall provide radio contact or, in areas where there is road access, the Employer shall supply a readily available vehicle.

**31.16 Technical Orders - Tradesmen**

Tradesmen will take technical orders only from a foreman in their own or a related trade, supervisor, or general management, when foremen are not available.

**31.17 Tradesmen Not to Work as Helpers**

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

**ARTICLE 32 - APPRENTICES****32.1 Administration and Implementation of Apprenticeship Programs**

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

**32.2 Apprentices Attending School as Required by the Ministry of Labour, Skills and Development**

- (a) When an Apprentice is attending school as required by the BC Ministry of Labour, Skills and Development, he/she shall be paid his/her appropriate wage rate. Where eligible, the Apprentices shall apply for a wage allowance from the Ministry of Human Resources Development and shall remit this allowance to the Employer.
- (b) The Employer will advise Apprentices when they are eligible for a Ministry of Human Resources Development wage allowance.
- (c) Apprentices will qualify for board and lodging expenses while attending school required by BC Ministry of Labour, Skills and Development and shall be on travel status.

**32.3 Apprentices Attending Special Training as Required by Employer**

Where Apprentices are required by the Employer to attend specialized training locations, which require them to either relocate or transfer from their seniority block, they shall receive the appropriate allowance and shall be placed on travel status.

**32.4 Apprentices Moving Expenses**

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



## ARTICLE 33 - RETIREMENT SAVINGS PLAN

### 33.1 Establishment of a Plan

- (a) The Employer agrees to establish and administer a Retirement Savings Plan.
- (b) All eligible employees covered by this Agreement shall participate in the Retirement Savings Plan.

### 33.2 Definition of Eligible Employee

Eligible employees for the purpose of the Retirement Savings Plan include all regular employees, as well as those employees as provided for in the *Pension Benefits Standards Act* of British Columbia who are eligible, on application, "*After completing two (2) years of employment with earnings of not less than thirty-five percent (35%) of the year's Maximum Pensionable Earnings as annually determined by Revenue Canada in each of two (2) consecutive calendar years*". Eligible auxiliary employees will receive contributions effective date of ratification.

\* The BCGEU will conduct a vote by March 31, 2008 wherein the employees will determine whether to continue in the Group RRSP or participate in the BCGEU Pension Plan.

### 33.3 Contribution Rates

The Employer's contribution rate to the Retirement Savings Plan shall be eight percent (8%) of each employee's gross monthly earnings. The Employer shall also deduct from each eligible employee's gross monthly earnings six and one-half percent (6½%) and remit that amount together with the Employer's required contribution on behalf of each employee to the Retirement Savings Plan. Effective November 6, 1997, the Employer's rate increases to eight and one-half percent (8½%) and effective November 6, 1998, the Employer's rate increases to nine percent (9%).

### 33.4 Definition of Gross Earnings

Gross earnings, for purposes of this article, unless otherwise specified by the Collective Agreement, is defined as the sum of wages, disability income pursuant to the provisions of Article 25, Workers' Compensation Board benefits, vacation pay received in a calendar month and money paid in lieu of vacation. Other allowances shall also be included in the determination of gross earnings.

### 33.5 Remittance of Contributions

All Employer and employee required contributions payable in respect of any pay periods ending in a calendar month shall be paid no later than ten (10) calendar days after the end of the month in respect of which the contributions are applicable.

### 33.6 Late Remittance

In the event that contributions are not remitted in the manner provided in Clause 33.5 above, the Employer shall be subject to the following provision. For all funds in arrears, the Employer will remit the appropriate contribution identified in Clause 33.3 above, and the Employer will include a delinquency charge payment of two percent (2%) per month, compounding monthly, on behalf of each individual for whom a remittance is to be made to the Fund. Any month or portion thereof is deemed to be one full month.

## ARTICLE 34 - EMPLOYMENT EQUITY

- (a) The Employer is committed to providing a work environment free of any form of adverse discrimination.

- (b) The parties hereto subscribe to the principles of the *Human Rights Code* of British Columbia.
- (c) The parties recognize the need to implement an employment equity program.
- (d) The goals of employment equity are to create a workforce which, at all levels, is representative of the diverse population it serves; and to ensure that individuals are not denied employment, advancement or training opportunities for reasons unrelated to ability to do the job.
- (e) Policies, procedures and practices with respect to recruitment, selection and promotion shall facilitate:
  - (1) Opportunities for external recruitment and internal advancement to develop a workforce that is representative of the diversity of the people of British Columbia.
  - (2) The long term career development and advancement of employees covered under this Collective Agreement.
- (f) There will be a local union/management committee on employment equity.
- (g) The Committee is authorized to:
  - (1) Advise the Employer on employment equity issues and initiatives;
  - (2) Develop action plans, consistent with employment equity goals established by the Employment Equity Strategy appendix to the September 23, 1999 Road and Bridge Maintenance Industry Accord, that address creating, retaining and accommodating a representative workforce, as well and eliminating barriers to a representative workforce.
  - (3) Monitor progress of action plans, and
  - (4) Provide an annual progress report to the Tripartite Partnering Committee, or its sub-committee on employment equity.
- (h) Employees representing the Union on the local committee shall be on leave of absence without loss of pay for time on the local committee.

## ARTICLE 35 - TERM OF AGREEMENT

### 35.1 Duration

This Agreement shall be binding and remain in effect to midnight November 7, 2011.

### 35.2 Notice to Bargain

- (a) This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after August 31, 2011, but in any event not later than midnight, September 30, 2011.
- (b) Where no notice is given by either party prior to September 30, 2011 both parties shall be deemed to have given notice under this clause.
- (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 General Manager.

### 35.3 Commencement of Bargaining

Where a party to this Agreement has given notice under Clause 34.2, the parties shall, within fourteen (14) days after the notice was given, commence collective bargaining.

**35.4 Change in Agreement**

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

**35.5 Agreement to Continue in Force**

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

**35.6 Effective Date of Agreement**

The provisions of this Agreement, except as otherwise specified, shall come into force and effect on the date of ratification of this Agreement.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

\_\_\_\_\_  
Sandi Paulson  
General Manager

\_\_\_\_\_  
Keith Jansons  
Bargaining Unit Chair

\_\_\_\_\_  
Al Fraser  
Operations Manager

\_\_\_\_\_  
Mike Nuyens  
Bargaining Unit Committee

\_\_\_\_\_  
Jay Sharun  
Employer Negotiator

\_\_\_\_\_  
Robin Hicks  
Bargaining Unit Committee

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2009.

**APPENDIX 1**  
**Re: Hourly Wage Rates**

Classification Services	Current	3%	3%	3.57%	3%*	3%*
		Nov. 6/06	Nov. 6/07	Nov. 6/08	Nov. 6/09	Nov. 6/10
<b>BRIDGEWORKER SERIES</b>						
Bridgeworker 1	22.73	23.41	24.11	24.97	25.72	26.49
Bridgeworker 2	23.95	24.67	25.41	26.32	27.11	27.92
TJ Bridgeworker	25.90	26.68	27.48	28.46	29.31	30.19
TL Bridgeworker	26.95	27.76	28.59	29.61	30.50	31.42
TS Bridgeworker	27.67	28.50	29.36	30.41	31.32	32.26
TSS Bridgeworker	28.66	29.52	30.41	31.50	32.45	33.42
<b>CLERICAL SERIES</b>						
Clerk	22.16	22.83	23.52	24.36	25.09	25.84
<b>MACHINE OPERATORS SERIES</b>						
Labourer Flag Person**		19.00	19.57	20.27	20.88	21.51
Machine Operator 3	22.73	23.41	24.11	24.97	25.72	26.49
Machine Operator 4	23.33	24.03	24.75	25.63	26.40	27.19
Machine Operator 5	23.95	24.67	25.41	26.32	27.11	27.92
Machine Operator 7	24.55	25.29	26.05	26.98	27.79	28.62
Foreman 1	25.21	25.97	26.75	27.71	28.54	29.40
Foreman 2	25.89	26.67	27.47	28.45	29.30	30.18
Foreman 3	26.87	27.68	28.51	29.53	30.42	31.33
Foreman 4	27.67	28.5	29.36	30.41	31.32	32.26
Sign Maintenance	23.95	24.67	25.41	26.32	27.11	27.92
Sign Maintenance Foreman	26.87	27.68	28.51	29.53	30.42	31.33
<b>WAREHOUSING SERIES</b>						
Stockworker 3	22.20	22.87	23.56	24.40	25.13	25.88
Stockworker 4	23.34	24.04	24.76	25.64	26.41	27.20
TS Industrial Warehouse	25.57	26.34	27.13	28.10	28.94	29.81
<b>MECHANICAL SERIES</b>						
TJ Mechanic/Bodyman	26.57	27.37	28.19	29.20	30.08	30.98
TL Mechanic	27.28	28.10	28.94	29.97	30.87	31.80
TS Mechanic	28.40	29.25	30.13	31.21	32.15	33.11
TSS Mechanic	29.32	30.20	31.11	32.22	33.19	34.19
TJ Welder	26.57	27.37	28.19	29.20	30.08	30.98

**Service Area 8**

effective November 6, 2006 - 3%  
effective November 6, 2007 - 3%  
effective November 6, 2008 - 3.57% the greater of the Labour Component of the Annual Price Adjustment (COLA) or 3.0%

effective November 6, 2009 - the greater of the Labour Component of the Annual Price Adjustment (COLA) or 3.0%

effective November 6, 2010 - the greater of the Labour Component of the Annual Price Adjustment (COLA) or 3.0%

\* *Should the Labour Component of the Annual Price Adjustment (COLA) as described in LOU #8, exceed 3% the wage rates will be adjusted upwards to reflect the difference.*

### **Wage Appendix – Auxiliary Employees**

Effective August 30, 2007 Auxiliary wages will be as follows:

- 80% - up to 500 hours
- 85% - 501 to 1000 hours
- 90% - 1001 to 1500 hours
- 95% - 1501 to 2000 hours
- 100% - 2000 hours or more

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

\* *Employees working in the Labourer Flag Person Classification will not be subject to the Auxiliary graduated wage scale.*

### **RATES OF PAY FOR APPRENTICES**

#### **Two-year Apprenticeship Program**

1st yr      Sixty-five percent (65%) of certified journeyman rate  
2nd yr      Ninety percent (90%) of certified journeyman rate

#### **Three-year Apprenticeship Program**

1st yr      Sixty-five percent (65%) of certified journeyman rate\*  
2nd yr      Seventy-five percent (75%) of certified journeyman rate  
3rd yr      Ninety percent (90%) of certified journeyman rate

#### **Four-year Apprenticeship Program**

1st yr      Sixty-five percent (65%) of certified journeyman rate\*  
2nd yr      Seventy percent (70%) of certified journeyman rate  
3rd yr      Eighty percent (80%) of certified journeyman rate  
4th yr      Ninety percent (90%) of certified journeyman rate

#### **Five-year Apprenticeship Program**

1st yr      Sixty-five percent (65%) of certified journeyman rate\*  
2nd yr      Seventy percent (70%) of certified journeyman rate  
3rd yr      Seventy-five percent (75%) of certified journeyman rate  
4th yr      Eighty-five percent (85%) of certified journeyman rate  
5th yr      Ninety percent (90%) of certified journeyman rate

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

**APPENDIX 2****Re: Short and Long Term Disability****Part I – Short Term Illness and Injury Plan (STIIP)****1.1 Eligibility**

- (a) Regular employees shall be covered by STIIP the first day of the month in which the employee becomes a regular employee.
- (b) Pay for a regular part-time employee under this Plan shall be based on his part-time percentage of full-time employment at date of present appointment.

**1.2 Short-Term Illness and Injury Plan Benefit**

- (a) In the event an employee is unable to work because of illness or injury he will be entitled to a benefit paid by the Employer, commencing on the second consecutive day of illness or the first day of absence due to an accident or hospitalization, of seventy-five percent (75%) of pay for a period not to exceed six (6) months from date of absence (STIIP period).
- (b) The seventy-five percent (75%) benefit may be supplemented in one-quarter ( $\frac{1}{4}$ ) day increments by the use of the following:
  - (1) compensatory time off (CTO);
  - (2) banked earned time off (ETO), excepting where scheduled in a shift schedule;
  - (3) vacation entitlement;
- (c) The employees may use CTO or ETO to supplement the one day waiting period in (a) above, however, the Employer may require a medical certificate from a qualified medical practitioner prior to making any payment.

**1.3 Recurring Disabilities**

- (a) Employees who return to work after being absent because of illness or injury, and within five (5) consecutive scheduled days of work again become unable to work because of the same illness or injury, are considered to still be within the original STIIP period as defined in Section 1.2(a).
- (b) Employees who return to work after being absent because of illness or injury, and within five (5) consecutive scheduled workdays again become unable to work because of a new illness or injury unrelated to the illness or injury that caused the previous absence, shall be entitled to a further six (6) months of benefits under this Plan.
- (c) Employees who return to work after being absent because of illness or injury, and after working five (5) or more consecutive scheduled days of work again become unable to work because of the same illness or injury, will be entitled to a further six (6) month period of benefits under this Plan, except as provided in (d) below, where the STIIP period shall continue to be as defined in Section 1.2(a).
- (d) Where an employee is returning to work after a period of illness or injury, and where the Labour Management Committee, pursuant to Article 7, has approved such return on a trial basis for assessment and/or rehabilitation purposes, the STIIP period shall continue to be as defined in Section 1.2(a). Such trial period must be approved during the period the employee is receiving STIIP benefits, however, the end of the trial period can go beyond the STIIP benefit period.
- (e) Employees who return to work after a period of illness or injury, and who do not work the same number of hours that were scheduled prior to the illness or injury, shall receive prorated benefits under this Plan, however, not beyond six (6) calendar months from the initial date of absence as defined in Section 1.2(a), if absence is due to the same illness or injury.

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

The Employer may require an employee, at the Employer's expense and on the Employer's time, who is unable to work because of illness or injury to provide a statement from:

- (a) a medical practitioner qualified to practice in the province of British Columbia, or
- (b) where necessary, from a medical practitioner licensed to practice in the Province of Alberta or the Yukon, or
- (c) the consulting physician to whom the employee is referred by the medical practitioner in (a) or (b) above, providing medical evidence of the employee's inability to work in any of the following circumstances:
  - (1) where it appears that a pattern of consistent or frequent absence from work is developing;
  - (2) where the employee has been absent for three (3) consecutive scheduled days of work;
  - (3) where at least thirty (30) days have elapsed since the last statement was obtained and the employee has been in receipt of Plan benefits throughout that period.

Benefits will cease to be paid when an employee fails to provide satisfactory evidence of medical disability during the benefit period.

#### 1.5 Integration with Other Disability Income

STIIP benefits will be reduced by all other disability income benefits to which the absent employee is entitled except disability income which was being received prior to the illness or injury resulting in the employee being absent from work and which is unrelated to the illness or injury causing the current absence and the one-quarter ( $\frac{1}{4}$ ) day accumulation that is being used to supplement the Plan, pursuant to Section 1.2(b). Other disability income benefits will include:

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

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

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

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

This clause does not apply to a War Disability Pension paid under an *Act* of the Governments of Canada or other Commonwealth countries.

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

Benefits will not be paid when an employee is:

- (a) receiving designated paid holiday pay;
- (b) engaged in an occupation for wage or profit;
- (c) on strike or is locked out unless the strike or lockout occurred after the illness or injury resulting in the employee being absent from work;
- (d) serving a prison sentence;
- (e) on suspension without pay;
- (f) on paid absence in the period immediately preceding retirement;
- (g) on any leave of absence without pay. Notwithstanding, where an illness or injury occurs during a period of approved:
  - (1) educational leave;
  - (2) general leave of absence not exceeding thirty (30) days;
  - (3) maternity leave, parental leave, or adoption leave, which prevents the employee from returning to work on the scheduled date of return, STIIP will be effective from the date of disability due to illness or injury and benefits will be paid for the balance of the six (6) month period remaining from the scheduled date of return to work;
- (h) not actively engaged in a treatment program where the employee's physician determines it to be appropriate to be involved in such a program. An employee shall be afforded the opportunity to demonstrate there were reasonable grounds for not being engaged in a treatment program.

### **1.7 Employee to Inform Employer**

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

### **1.8 Employment Insurance Commission (EIC) Premium**

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

### **1.9 Benefits Upon Layoff or Separation**

- (a) Subject to (b) and (c) below, regular employees who are receiving benefits pursuant to Section 1.2 shall continue to receive such benefits, upon separation, until the termination of the illness or until the maximum benefit entitlement has been granted, whichever comes first, if the notice of separation is given after the commencement of the illness for which the benefits are being paid.
- (b) In the event that separation notice was given prior to the commencement of the illness, benefits will cease on the effective date of the separation only if the illness commenced within two (2) months of the effective date of the separation.
- (c) Benefits will continue to be paid in accordance with (a) above for which notice of layoff or separation was given prior to the commencement of the illness and if the illness commenced more than two (2) months before the effective date of the separation.



**Part II – Long Term Disability (LTD) Plan**

- (a) Regular full-time employees shall be covered by this Long Term Disability Plan upon completion of three (3) months active employment with the Employer.
- (b) An employee who is not actively at work because of illness or injury on the working day coincident with, or immediately preceding, the date he/she would otherwise have become eligible for coverage under the Plan will not be eligible for coverage until the date the employee returns to active employment on his/her regular employment basis.
- (c) Coverage in the plan is a condition of employment.
- (d) In the event an eligible employee becomes totally disabled as a result of non-occupational illness or injury and such disability results in that employee's absence from work exceeding the length of time for which Short Term Disability benefits are payable as set out in Part I above, that employee shall be eligible to receive a monthly benefit equal to the sum of:
- (1) Sixty-eight and three-tenths percent (68.3%) of the first nineteen hundred dollars (\$1,900) of basic monthly salary, and effective November 6, 1998, Sixty-eight and three-tenths percent (68.3%) of the first two thousand, two hundred dollars (\$2,200) of basic monthly salary; and
  - (2) Fifty percent (50%) of the basic monthly salary above nineteen hundred dollars (\$1,900), provided that the total monthly benefit payable will not exceed a maximum of thirty five hundred dollars (\$3,500). Effective November 6, 1998, fifty percent (50%) of the basic monthly salary above two thousand, two hundred dollars (\$2,200), provided that the total monthly benefit payable will not exceed a maximum of thirty-five hundred dollars (\$3,500).
- (e) For the purposes of the above, basic monthly salary shall be that which was payable on the last date such employee was actively at work immediately prior to the commencement of the disability, as determined by the Employer.

**APPENDIX 3****Re: Seniority Blocks – Operational Services****Seniority Blocks**

1. One seniority block for each yard or maintenance depot covering all employees working out of that yard or maintenance depot that follows:
  - (i) Princeton Yard
  - (ii) Keremeos Yard
  - (iii) Oliver Yard
  - (iv) Penticton Yard
  - (v) Westbank Yard
  - (vi) Kelowna Yard (including Okanagan Lake Floating Bridge)
  - (vii) Penticton Head Office
2. Where a seniority block is not described in (1) above, the seniority block shall be the point of assembly.

Regular employees from one seniority block can work in another seniority block. Regular employees working in a seniority block other than their own will start and finish work in their own seniority block. Preferred assignments will go to the seniority block incumbents provided they are qualified. Mobile crews will continue to work throughout the contract area (ie., bridge

workers, mechanics, sign men, screening operation, equipment and material mobilization, and garbage trucks).

The parties agree that a list of the existing one hundred and twelve (112) protected employees in Appendix 4, including service seniority dates, will be added to the Memorandum of Agreement and included in Appendix 3. This list will reduce as per the provisions of Article 13.

**CORE SENIORITY LIST**  
**Updated as of August 30, 2007**

<b>NAME</b>	<b>SENIORITY DATE</b>	<b>NAME</b>	<b>SENIORITY DATE</b>
1 JACK UEDA	23-Nov-70	32 MIKE CROCKETT	25-Jun-89
2 ALBERT PROULX	04-Jul-72	33 JOHN SAVENKO	05-Sep-89
3 ALLAN STOPPA	01-Jul-76	34 MIKE NUYENS	01-Oct-89
4 ROB MALLAM	01-Sep-77	35 JIM LENCUCHA	22-Jan-90
5 JIM SCHLAPBACH	01-Sep-77	36 ANDRE DE ZWANN	02-Apr-90
6 A.J. LATREMOUILLE	03-Apr-78	37 BILL TASKER	02-Sep-90
7 MIKE WEBSTER	02-Oct-78	38 BILL DIENO	03-Feb-91
8 NEIL SHETLER	03-Oct-78	39 KEITH WALKER	07-Nov-91
9 MARTY TAYLOR	02-Apr-79	40 KEITH JANSONS	07-Nov-91
10 GREG QUINN	02-Apr-79	41 MARTIN ABBOTT	07-Nov-91
11 BOB BEACON	01-Aug-79	42 DAN HOWE	07-Nov-91
12 RICK TAGGART	01-Jun-81	43 BOB LEVASSEUR	07-Nov-91
13 KEVIN KUNDERMAN	03-Jul-81	44 LOUIS MCIVOR	20-Nov-91
14 HAROLD HENSHELL	01-Nov-82	45 JERRY BOYCE	08-Dec-91
15 TIM MUNDREON	01-Nov-82	46 GERRY KIELBISKI	06-Mar-92
16 MARINO BIGATTINI	01-Nov-82	47 ROBIN HICKS	27-Jun-92
17 AL BENTLEY	05-Apr-83	48 HENRY NEWTON	04-Nov-92
18 JIM BAUER	01-Nov-83	49 SCOTT LAIN	22-Nov-92
19 DOUG JOHNSON	01-Nov-83	50 ROB DANBY	01-Dec-92
20 DARYL WATERMAN	01-Mar-84	51 DAVE LAMBERT	01-Mar-93
21 GREG COWIE	01-Jan-86	52 GARY KOVICH	01-May-93
22 BOB FINCH	01-Oct-86	53 DAVE TRIBIGER	01-Jul-93
23 DICK GORDON	01-Nov-86	54 TIM DAECHSEL	01-Aug-93
24 TERRY SCHMIDT	01-Dec-86	55 JOHN KESWICK	01-Jan-94
25 CHRIS PARISH	01-Apr-87	56 TERRY SCHAFER	01-Feb-94
26 RANDY CARSON	21-Apr-87	57 MARK CLAGGETT	01-May-94
27 DARYL HAYTER	01-Sep-87	58 TERRY HUBBARD	09-Jan-99
28 DALE CHISHOLM	01-Oct-87	59 ROB BANKS	01-Feb-99
29 TOM STEELE	01-Oct-87	60 DON SABY	09-May-00
30 GEORGE REAY	25-Jun-89	61 BEV BJORNSON	01-Sep-00
31 MIKE MCCABE	25-Jun-89	62 PETE SMITH	15-Jul-02

**APPENDIX 4**

**Re: Modified Successorship**

WHEREAS the Employer has a highway maintenance contract with the Province of British Columbia to provide road and bridge maintenance services in Service Area 8; and

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

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

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

Settlement Officer pursuant to Section 87 of the *Labour Relations Code* for resolution. Grievances that arise subsequent to the above period shall also have a monetary value established and notification provided to the Province of British Columbia.

The Province of British Columbia shall withhold an amount equal to ten (10%) percent from the final highways maintenance contract payment to address outstanding issues arising from this provision, unless the Union and Employer or arbitrator, in the case of a dispute, have advised the Province of British Columbia in writing of the proper amount to be held back. The monies withheld by the Province of British Columbia shall be deposited into a trust account to be administered by an independent trustee appointed by mutual agreement of the BC Road Builders Association and the BCGEU by October 1, 1999. The funds shall be dispersed in accordance with the grievance resolutions reached between the parties or by an appointed arbitrator. Disbursement of funds shall occur within fourteen (14) days of concluding the outstanding grievances. All outstanding grievances are to be resolved by the mutual agreement of the parties or by arbitration within thirty (30) days of the expiry of the maintenance contract.

10. None of the employees of the Employer will have any entitlement to severance pay under the Collective Agreement if their employment is terminated as a result of the current highways maintenance contract of the Employer being terminated and a new maintenance contract for the same service area is entered into with a new contractor who is recognized as a successor Employer by the Labour Relations Board or through a Memorandum of Agreement on modified successorship that is consistent with this Agreement, and signed by the new Contractor and the Union or the maintenance contract is returned to direct government service.

However, the severance pay provisions of Services Areas 2, 3 and 4 shall be governed exclusively by the terms of the Collective Agreement.

11. The Employer may require employees to take as time, all earned CTO/ETO and lieu day entitlements prior to the expiration date of the highway maintenance contract. The Employer and the Union agree that the provisions and principles contained within this Memorandum of Agreement that shall apply to any other maintenance service area(s) for which the Union is certified and/or has a collective agreement that the Employer currently holds with, or may obtain in the future, from the Government for road and bridge maintenance. The Employer and the Union shall sign and implement a separate Memorandum of Agreement for each service area currently held or obtained in the future, for which the Union is certified and/or has a collective agreement. This does not prevent an employee(s) from exercising any rights provided under the *Labour Relations Code* or future labour legislation.

**Effective May 9, 2014.**

*Note: Appendix 4 – Modified Successorship – delete entirely.*

**APPENDIX 4A  
Re: Successorship**

Effective August 30, 2007, the Employers will join with the Union and the Ministry of Transportation in a consultative process to explore how successorship might be extended into the next round of Maintenance Agreement.

**APPENDIX 5**  
**Re: Excluded Personnel**

The following positions do not form part of the bargaining unit but rather are considered to be part of the excluded management group:

General Manager	Quality Control Manager
Assistant General Manager	Executive Assistant
Operations Manager	Office Administrator
Operations Coordinator	

**MEMORANDUM OF UNDERSTANDING #1**  
**Re: Board And Lodging And Relocation Expenses**

**1.1 Policy**

(a) Relocation expenses will apply:

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

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

(3) to employees who relocate to another headquarters or geographic location pursuant to Clause 13.3 of the Collective Agreement.

(b) Employees who have to move between Kelowna-Westbank-Winfield and Princeton-Coalmont as a result of the circumstances covered in (a)(1), (2), or (3) above will not be eligible for relocation expenses.

(c) To employees entitled to relocation expenses, the Employer will pay travelling, living and moving expenses on relocation on the following basis:

(1) To employees relocating pursuant to Part (a)(1) of this section, the Employer will pay relocation expenses, upon production of receipts, up to a maximum of \$2,000.

(2) To employees relocating pursuant to Parts (a)(2) and (a)(3) of this section, the Employer will pay relocation expenses, upon production of receipts, up to a maximum of \$4,000.

(d) Relocation expenses shall include:

(1) Accommodation and meals during the actual travel time of the move and for up to seven (7) days at the new location when employees are unable to move into their new accommodation.

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

(3) Comprehensive insurance to adequately protect the employee's household effects and chattels during the move up to a maximum of \$40,000.

- (4) Where necessary, insured storage up to two (2) months.
  - (5) The packing and unpacking of the employee's household effects and chattels.
  - (6) Costs associated with moving of an employee's mobile home.
  - (7) Real estate commissions and taxes and legal fees directly related to the sale and/or purchase of a private dwelling home.
  - (8) Where an employee moves their own household effects, charges for truck rental and/or trailer rental.
- (e) Where an employee receives relocation expenses from the Employer pursuant to this clause that employee shall not be eligible to receive any further expenses pursuant to this clause for a period of two (2) years.

**MEMORANDUM OF UNDERSTANDING #2**  
**Re: Employee Assistance Program**

The Employer agrees to pay one hundred percent (100%) of the cost of "Fee For Service" Employee Assistance Program. It is understood the following will apply:

- (a) Total cost will not exceed three thousand dollars (\$3,000) per year.
- (b) Personal counselling services will be provided for employees and their families.
- (c) The Joint Committee will select a counselling service.
- (d) The Program will be confidential and bills will be sent by the selected counselling service to Argo Road Maintenance (South Okanagan) Inc.
- (e) Counselling visits will be limited to a maximum of five (5) per client.
- (f) The above annual cost limit will not apply to any employee(s) enrolled in a counselling program as of date of ratification.

**MEMORANDUM OF UNDERSTANDING #3**  
**Re: Pre-Layoff Canvass**

The following procedure will be in effect for the term of the current collective agreement.

- (1) Prior to the layoff of regular employee(s) under Article 13 of this Agreement, the Employer may, within a seniority block as defined in Appendix 3, canvass any employee or group of employees to invite:
  - (a) placement into a vacant regular position within the seniority block or other;
  - (b) resignation with severance as provided for in Clause 13.2.

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

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

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

**MEMORANDUM OF UNDERSTANDING #4**  
**Re: Tool And Boot Allowance**

***Tool Allowance***

All regular employees of the Mechanical Series will be eligible for a two hundred dollar (\$200) tool allowance, payable on December 1 of each year beginning December 1, 2002.

***Boot Allowance***

Effective November 8, 2007, all regular employees on December 1 of each year, subject to proof of purchase or repair, will be eligible for a one hundred dollar (\$100) boot allowance.

**MEMORANDUM OF UNDERSTANDING #5**  
**Re: Labourer – Flag Person Classification**

***Education & Specialized Knowledge***

- Preferably secondary school graduation.
- A good working knowledge of the *Motor Vehicle Act* and Regulations.
- A good knowledge of the safety rules and regulations as they pertain to the driving and/or operation of the vehicles, equipment, machinery and duties involved.
- Preferably graduation from a defensive driving course and/or recognized training program in the driving and operation of a motor vehicle.
- A good working knowledge of the Traffic Control Manual for Work on Roadway.

***Experience***

- Previous experience in manual labour and traffic control related work would definitely be an asset.

***Specialized Abilities and Skills***

- Mechanical and operation aptitude.
- Physically fit, mentally alert, and safety conscious.
- Ability to follow direction promptly and efficiently.
- Hold a corresponding and valid driver's license (minimum Class 5).
- Hold a corresponding and valid Traffic Control Person Certificate.
- Ability to learn to operate small engine gas or diesel powered equipment consistent with the performance of duties relative to this position.

- Ability to perform all duties in compliance with the Traffic Control Manual for Work on Roadways, Occupation Health and Safety Regulations and corresponding Traffic Control Person Certification.

*Driver/Operator of any of the following:*

- Crew/passenger transportation vehicles.
- Small engine gas or diesel powered equipment such as:
  - Weed eater, pressure washer, power saw.

Ensure that a proper pre-trip inspection is performed before using the unit or piece of equipment. All units (including pick ups) require a pre-shift inspection.

Under the general direction of a supervisor and must have the ability to work independently. All employees are expected to adhere to all safety regulations at all times. The duties require outside work in all types of weather. Shift and weekend work may be required.

Employees working in this classification will not be subject to the auxiliary graduated wage scale.

**LETTER OF INTENT #1**

**Re: Radios**

The Employer will make every reasonable effort to equip all mobile equipment with radios, or to work equipment in groups with at least one (1) piece of equipment in the group with a radio.

**LETTER OF INTENT #2**

**Re: Suspension Of Driver's License**

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

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

*Driver's License Suspensions:*

- A. Where an employee, who is required to hold a valid driver's license as a condition of employment, has his/her driver's license suspended for one year or less:
1. The employee will retain his/her regular position on the workforce and shall be engaged in non-operator duties in which he/she is qualified. He/she shall be paid at the rate established for the duties engaged in for the period of suspension.

In the event such employment does not exist the employee may upon exhaustion of CTO and vacation entitlement apply for leave of absence without pay to cover the period involved.



2. A letter shall be written by the Supervisor to the employee advising he/she of his/her status during the period of license suspension. In the same letter the employee shall be warned that any further license suspensions will result in the suspension from employment with a recommendation for dismissal. In cases of driver's license suspensions on medical grounds, each case is to be examined on its own merits including referral to the Joint Labour Management Committee. In determining any action with regard to the employee concerned, the recommendations of the Joint Labour Management Committee must be taken into consideration.
3. On the second occurrence of license suspension, as indicated above, action shall be taken to dismiss the employee for just cause in that he/she is unable to perform the duties required by the position.
- B. Where an employee, who is required to hold a valid driver's license as a condition of employment, has his/her driver's license suspended for more than one (1) year, the employee shall be suspended immediately for just cause. This shall be confirmed in writing by the Employer.
- C. In the case of an employee who is on his/her initial probationary period (new employee), driver's license suspension will result in the recommendation being made for his/her rejection.
- D. For the purposes of (a) and (b) above, administrative suspensions levied by ICBC of up to three (3) months will not be used when calculating driver license suspension duration.

**LETTER OF UNDERSTANDING #1**  
**Re: Safety Committee Representation**

Pursuant to Clause 22.2 of the Collective Agreement, Joint Occupational Health and Safety Committee meetings will be held on the following basis:

A monthly meeting will be held in Penticton with Employee representation as follows:

Kelowna Crew	1 employee
Westbank Crew	1 employee
Penticton Crew	1 employee
Princeton Crew	1 employee
Oliver Crew	1 employee
Keremeos Crew	1 employee
Bridge Crew	1 employee
Mechanical Crew	1 employee

The Employer will endeavour to be represented by not less than two (2) designated excluded staff.

The parties agree that the Safety Committee Structure will be as per the Occupational Health and Safety Regulations and will be discussed/determined by the Joint Labour Management Committee.

**LETTER OF UNDERSTANDING #2**  
**Re: Arbitrator's Agreement**

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

\_\_\_\_\_  
 Signature

**LETTER OF UNDERSTANDING #3**  
**Re: Locations For Posting**

**TO WHOM IT MAY CONCERN:**

For the purpose of Article 12 and Article 13 of the Collective Agreement, the specific locations for posting of jobs will be as follows:

- |    |                        |  |
|----|------------------------|--|
| 1. | Penticton Head Office: | 290 Waterloo Avenue, Penticton                 |
| 2. | Penticton Yard:        | 291 Huth Avenue, Penticton                     |
| 3. | Kelowna Yard:          | 9350 Glenmore Road, Winfield                   |
| 4. | Princeton Yard:        | 331 Laurie Currie Way, Princeton               |
| 5. | Westbank Yard:         | 100 2725 Auburn Road, Westbank                 |
| 6. | Keremeos Yard          | Highway 500 – 6 <sup>th</sup> Avenue, Keremeos |
| 7. | Oliver Yard            | 34850 – 89 <sup>th</sup> Street, Oliver        |
| 8. | Okanagan Lake:         | Floating Highway 97, Kelowna Bridge            |

**LETTER OF UNDERSTANDING #4**  
**Re: Devolution Committee**

The respective parties agree to recognize the established Devolution Committee. The terms of reference for this committee will be developed jointly by the Labour Management Committee. If all terms of reference cannot be agreed to, Mark Atkinson will mediate/arbitrate the outstanding issues. This process will be completed within six (6) months of the ratification of this Agreement.

**LETTER OF UNDERSTANDING #5**  
**Re: Application Of "Dirty Pay" Premium**

For the purpose of Clause 27.11 – Abnormal Working Conditions, the parties agree to the following:

In addition to the premium provided for Tradespeople, helpers and apprentices under Clause 27.11(b), the premium described will apply under the following circumstances:

(1) *Machine Operator Series:*

(i) While performing Rest Area Maintenance, Activity 380A, the premium will only be paid to an employee when, while servicing the washroom facilities, the employee encounters extreme filth. The premium will apply only for time while exposed. Regular maintenance (i.e. refilling paper supplies, collecting garbage, and normal cleaning) will not attract the premium.

(ii) All other duties encompassed under the Rest Area Maintenance activity (ie. mowing, litter pick up, and normal cleaning) will not attract the premium.

(2) *Mechanical Series:*

(i) While performing mechanical repairs on the sweeper units, if the unit has been exposed to abnormal conditions (ie., sweeping of animal droppings, etc.) the mechanic will receive the premium for time while exposed.

The respective parties also recognize that to a certain extent the implementation of the aforementioned premiums will be on an honour system, monitored by the Area Foreman to the best of his ability.

In the event that there is a dispute over the application of the aforementioned premium, the parties agree to meet to resolve any issues arising as a result of this Agreement.

The premium reference in Item 1 above will apply to all employees throughout Service Area 08.

**LETTER OF UNDERSTANDING #6**  
**Re: Annual Price Adjustment (COLA)**

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

**BCGEU LETTERHEAD RE: WESTBANK ROAD CREW – SUMMER SHIFT**

**April 21, 1998**

**By Facsimile**

Ms. Betty Spalton  
President and General Manager  
Argo Road Maintenance (South Okanagan) Inc.  
290 Waterloo Avenue  
Penticton, BC  
V2A 7N3

Dear Ms. Spalton:

**Re: Westbank Road Crew – Summer Shift**

In response to your letter of April 17, 1998, regarding the proposed summer shift in Westbank, I have contacted Bill Tasker, the shift Foreman for the weekend shift, and he and the crew are in agreement with your proposal.

I have also spoken with Keith Jansons, the Steward for the Westbank Yard and he is also in agreement with your proposal. Therefore, we support your proposal as outlined in your letter of April 17, 1998, and agree that it should be implemented on April 26, 1998, as outlined in point 4 of your letter.

Thank you for your prompt response to the request from the Westbank Crew.

Sincerely,

Mike Nuyens  
A/Staff Representative

MN/kj  
opeiu 378

cc. S. Koch, Staff Representative  
K. Jansons, Steward  
B. Tasker, Shift Foreman, Westbank Yard

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**ARGO LETTERHEAD RE: WESTBANK ROAD CREW – SUMMER SHIFT**

**April 17, 1998**

1.0.7

**Faxed "Without Prejudice"**

B.C. Government and Service Employees' Union  
1519 Sutherland Avenue  
Kelowna, BC V1Y 5Y7

**Attention: Mr. Scott Koch  
Staff Representative**

Dear Mr. Koch:

**Re: Westbank Road Crew – Summer Shift**

In response to your letter of April 07, 1998, we have completed a review of our shift requirements for the Westbank area and we propose the following:

1. That winter shift, day and night patrols maintain seven (7) days per week coverage until April 30, 1998.
2. That pre-winter day shift coverage of seven (7) days per week commence on October 01, 1998 and night shift commence on October 15, 1998.
3. All crew members will be on day shift with coverage Monday through Saturday from May 01 to September 30 each year.
4. We propose the changeover this year be into payroll cut-off on April 26, 1998.

Please discuss this with the Westbank Crew in order for us to finalize as soon as possible.

Yours truly,

E.M. (Betty) Spalton  
President and General Manager

EMS:dg

cc: Sandi Paulson, Operations Coordinator  
Bill Tasker, Thursday/Sunday Foreman  
Keith Jansons

**"DOCUMENT REPRODUCED"** drc-cope 378  
REFER TO ORIGINAL FOR VERIFICATION

## BENEFIT SUMMARY

### *Medical Services Plan*

Regular employees, their spouse and dependent children are entitled to Medical Services Plan coverage. Dependent children are defined as being totally dependent until the age of nineteen (19). Should the dependent child be in attendance, full-time, at a recognized college or university, the age for coverage extends to twenty-five (25) years. The Medical Services Plan covers medically required services provided by general practitioners, specialists and supplementary health care practitioners, laboratory services and diagnostic procedures in the province of British Columbia.

### *Group Insurance Plan Benefits*

The following summarizes the employee health and welfare benefits provided by Argo Road Maintenance (South Okanagan) Inc. These benefits include:

- Life insurance
- Accidental death and dismemberment insurance
- Extended health care
- Vision care
- Dental care
- Orthodontia
- Short Term Illness and Injury Plan (as detailed in Appendix 2)
- Long Term Disability (as detailed in Appendix 2)

Employees of Argo Road Maintenance, their spouses, and dependent children are eligible for this insurance coverage. Dependent children are defined as being totally dependent until the age of twenty-one (21) years. Should the dependent child be attending a full-time, recognized college or university, the age of coverage extends to twenty-five (25) years.

Coverage terminates on the earlier date you attain age sixty-five (65) or retirement. Coverage terminates for a child at attained age twenty-one (21), or age twenty-five (25) if in and in full-time attendance of a recognized college or university.

Included in this policy is the survivor benefit that should you die while insured for dependent coverage, benefits to your eligible dependents will continue to be payable for twenty-four (24) months after your death, provided the benefit is in force, as outlined in the Group Insurance Policy.

### *Group Life Insurance*

The benefit payable is two times your annual earnings subject to a minimum amount of one hundred thousand dollars (\$100,000) and a maximum of two hundred and fifty thousand dollars (\$250,000).

If you die, the benefit amount is payable to your beneficiary.

### *Accidental Death and Dismemberment Insurance*

Within this Group Life Plan it shall include provisions for accidental dismemberment which are outlined in the Group Insurance Policy.

### *Extended Health Care*

This benefit provides protection against the charges for medically necessary services and supplies where there is no reimbursement or partial reimbursement from Medical Services Plan of BC.

Charges for services and/or supplies are eligible if they are:

- Reasonable and customary;
- Not covered under Medical Services Plan of BC;
- Due to accidental bodily injury or sickness;
- Medically necessary and ordered by a physician.

The Group Insurance Policy pays eighty percent (80%) for the first one thousand dollars (\$1,000) and one hundred percent (100%) thereafter, for eligible charges that exceed the annual deductible amount of twenty-five dollars (\$25). Combined lifetime maximum is unlimited. Details are as follows:

- Prescription drugs
- Private duty nurse
- Hospital charges
- Ambulance charges
- Dental costs resulting from an injury caused from a direct accidental blow to the mouth.
- Professional services\*
- Orthopaedic shoes
- Supplies and equipment
- Hearing aids
- Eligible charges outside of Canada
- Med/Assist

\* Paramedical practitioners, (chiropractors, massage therapists, naturopaths, and physiotherapists effected by the BC legislation changes are eligible for reimbursement of ten dollars [\$10] per visit to a maximum of three hundred dollars [\$300] per calendar year excluding physiotherapists which is ten dollars [\$10] per visit to a maximum of seven hundred dollars [\$700] per calendar year).

Pharmacare is BC's drug program that assists BC residents in paying for eligible prescription drugs and designated medical supplies. Pharmacare is part of the Ministry of Health Services. Pharmacare's deductible amount is dependent upon one's income and once that deductible amount is reached Pharmacare will reimburse seventy percent (70%) and the remaining thirty percent (30%) may be submitted to the Group Policy for eighty percent (80%) reimbursement. Any further costs incurred where Pharmacare does not reimburse the eligible claim, the Group Policy will then reimburse the costs. Once the maximum deductible is reached (again, dependent upon income) Pharmacare will reimburse one hundred percent (100%).

Eligible charges and limitations covered by this benefit are detailed in the Group Insurance Policy.

### *Vision Care*

Provides protection against charges for services and supplies when your provincial medical plan does not provide coverage. Charges for the following services and supplies are eligible if they are provided or recommended by a licensed optometrist or ophthalmologist:

- frames;
- lenses;
- conventional contacts;

- special contacts when visual acuity in the better eye cannot be improved to 20/70 with conventional contacts;
- eye services.

The maximum amount payable for all eligible expenses, except special contacts, is two hundred and fifty dollars (\$250) for each consecutive:

- 2 year period for you;
- 2 year period for your spouse;
- 1 year period for your dependent child.

### ***Dental Expense***

This benefit provides protection against the charges for medically necessary services and supplies where there are no reimbursement or partial reimbursement from Medical Service Plan of BC.

For service and supplies for a dental procedure and made by a dentist or denturist for services and supplies not covered under your provincial medical plan or the extended health care benefit.

The Group Insurance Policy pays eligible charges at the reimbursement percentage to the amount stated in the General Practitioners Fee Guide (or Denturist Schedule) for British Columbia in effect for the current year.

Reimbursement percentage paid by the Group Insurance Policy is:

- 100% for preventative services
- 100% for restorative services
- 60% for major restorative services

Charges for dental procedures are eligible if they are provided within the frequency limits. These limits are contained in the Group Insurance Policy.

Confirmation of coverage before beginning major restorative treatment is mailed to you in the form of a copy of the written estimate of eligible charges which the insurer receives from your dentist outlining the course of treatment, itemized charges, and includes x-rays. This is for your information, decision and authority to proceed with the major restorative treatment.

### ***Orthodontia***

Charges incurred while insured for this benefit is payable for orthodontic care provided or ordered by a licensed dentist. For new regular employees this benefit does not go into effect until one year after the effective date of your benefit package once becoming a regular employee.

The calendar year deductible is not applicable. The reimbursement percentage is fifty percent (50%). The lifetime maximum amount for you and your dependents is two thousand five hundred dollars (\$2,500).