

COLLECTIVE AGREEMENT

between

COBRA ELECTRIC (SOUTH COAST) LTD.

and the

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

Effective from January 17, 2017 to January 16, 2020

TABLE OF CONTENTS

ARTICLE 1 - DEFINITIONS	1
1.1 For the purpose of this Agreement:.....	1
ARTICLE 2 - PREAMBLE	2
2.1 Purpose of Agreement.....	2
2.2 Current and Future Legislation.....	2
2.3 Conflict With Policy.....	2
2.4 Harassment and the British Columbia Human Rights Code.....	2
2.5 Sexual Harassment	3
2.6 Complaint Procedure.....	3
2.7 Confidentiality.....	3
ARTICLE 3 - UNION RECOGNITION AND RIGHTS	3
3.1 Bargaining Unit Defined.....	3
3.2 Correspondence.....	3
3.3 No Other Agreement	3
3.4 No Discrimination for Union Activity	4
3.5 Recognition and Rights of Stewards	4
3.6 Bulletin Boards	4
3.7 Union Insignia	4
3.8 Right to Refuse to Cross Picket Lines	4
3.9 Time Off for Union Business.....	5
3.10 Union Meetings.....	5
ARTICLE 4 - UNION SECURITY/JURISDICTION	5
ARTICLE 5 - CHECK-OFF OF UNION DUES.....	5
ARTICLE 6 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES	6
ARTICLE 7 - EMPLOYER'S RIGHTS	6
ARTICLE 8 - EMPLOYER/UNION RELATIONS	7
8.1 Union and Employer Representation.....	7
8.2 Union Bargaining Committees	7
8.3 Union Representatives	7
8.4 Technical Information.....	7
8.5 Emergency Services	7
8.6 Labour Management Relations.....	7
ARTICLE 9 - GRIEVANCES	8
9.1 Grievance Procedure	8
9.2 Step 1.....	8
9.3 Time Limits to Present Initial Grievance	8
9.4 Step 2.....	8
9.5 Time Limit to Reply at Step 2.....	9
9.6 Failure to Act.....	9
9.7 Time Limits to Submit to Arbitration	9
9.8 Administrative Provisions.....	9
9.9 Dismissal or Suspension Grievances	9
9.10 Deviation from Grievance Procedure	9
9.11 Policy Grievance.....	10
9.12 Technical Objections to Grievances.....	10

9.13	Amending Time Limits	10
ARTICLE 10 - ARBITRATION		10
10.1	Notification	10
10.2	Assignment of a Single Arbitrator	10
10.3	Board Procedure	11
10.4	Decision of Board	11
10.5	Disagreement on Decision	11
10.6	Expenses of Arbitration Board	11
10.7	Amending Time Limits	11
10.8	Expedited Arbitration	11
ARTICLE 11 - DISMISSAL, SUSPENSION AND DISCIPLINE		12
11.1	Burden of Proof	12
11.2	Dismissal and Suspension	12
11.3	Dismissal and Suspension Grievance	12
11.4	Right to Grieve Other Disciplinary Action	12
11.5	Employee Appraisal Forms	13
11.6	Personnel File	13
11.7	Right to Have Steward Present	13
11.8	Rejection During Probation	14
11.9	Abandonment of Position	14
ARTICLE 12 - SENIORITY		14
12.1	Seniority Defined	14
12.2	Seniority List	14
12.3	Loss of Seniority	14
12.4	Re-Employment	14
ARTICLE 13 - LAYOFF, RECALL AND SEVERANCE		15
13.1	Role of Seniority of Layoff	15
13.2	Recall	15
13.3	Pre-Layoff Canvass	15
13.4	Severance Pay	15
ARTICLE 14 - HOURS OF WORK		16
14.1	Hours of Work	16
14.2	Work Schedules	16
14.3	Conversion of Hours	16
14.4	Standby Provisions	17
14.5	Meal Periods	17
14.6	Assigned Point of Assembly	17
ARTICLE 15 - SHIFT WORK		17
15.1	Definition of Shifts and Shift Premiums	17
15.2	Shift Premium Entitlement	18
15.3	Notice of Work Schedules	18
15.4	Short Changeover Premium	18
15.5	Exchange of Shifts	18
ARTICLE 16 - OVERTIME		18
16.1	Definitions	18
16.2	Authorization and Application of Overtime	18
16.3	Overtime Entitlement	19

16.4	Recording of Overtime	19
16.5	Sharing of Overtime.....	19
16.6	Overtime Compensation	19
16.7	Overtime Meal Allowance	20
16.8	No Layoff to Compensate for Overtime.....	20
16.9	Right to Refuse Overtime	20
16.10	Callout Provisions.....	20
16.11	Rest Interval After Overtime	21
ARTICLE 17 - PAID HOLIDAYS		21
17.1	Paid Holidays.....	21
17.2	Holidays Falling on Saturday or Sunday	21
17.3	Holiday Falling on a Scheduled Workday.....	22
17.4	Holiday Coinciding With a Day of Vacation.....	22
17.5	Christmas or New Year's Day Off	22
17.6	Paid Holiday Pay.....	22
ARTICLE 18 - ANNUAL VACATIONS.....		22
18.1	Annual Vacation Entitlement	22
18.2	Vacation Earnings for Partial Years	23
18.3	Vacation Scheduling.....	23
18.4	Vacation Pay.....	23
18.5	Vacation Carryover	23
18.6	Vacation Leave on Retirement	23
18.7	Vacation Credits Upon Death	23
ARTICLE 19 - SHORT-TERM ILLNESS & INJURY AND LONG-TERM DISABILITY		23
19.1	Enrolment in Short-Term Illness & Injury Plan	23
19.2	Enrolment in Long-Term Disability.....	24
ARTICLE 20 - SPECIAL, Sick AND OTHER LEAVE		24
20.1	Special Leave	24
20.2	Leave for Court Appearances	24
20.3	General Leave	24
20.4	Sick Leave	24
20.5	Compassionate Care Leave	24
ARTICLE 21 - MATERNITY, PARENTAL AND PRE-ADOPTION LEAVE		25
21.1	Maternity, Parental and Pre-Adoption Leave.....	25
ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY		25
22.1	Statutory Compliance	25
22.2	Establishment of a Joint Occupational Health and Safety Committee	26
22.3	Unsafe Work Conditions.....	26
22.4	Investigation of Accidents	26
22.5	Occupational First Aid Requirements and Courses	27
22.6	Injury Pay Provision	27
22.7	Transportation of Accident Victims.....	27
22.8	Dangerous Goods, Special Wastes, Pesticides and Harmful Substances	27
22.9	Radio Contact or Employee Check	27
22.10	Pollution Control.....	27
22.11	Training Program for Occupational Health and Safety Committee Members	27
22.12	Skin Protection From Ultra Violet Radiation.....	27

ARTICLE 23 - CONTRACTING OUT.....	28
ARTICLE 24 - HEALTH AND WELFARE.....	28
24.1 Benefits	28
24.2 Employee and Family Assistance Program	28
24.3 Health and Welfare Plans	28
ARTICLE 25 - WORK CLOTHING	28
25.1 Protective Clothing	28
25.2 Supply of Safety Equipment and Materials.....	28
25.3 Boot and Rain Gear Allowance.....	28
25.4 Replacement Provisions	28
25.5 Clean-up Time	29
25.6 Locker and Changing Facilities.....	29
ARTICLE 26 - PAYMENT OF WAGES AND ALLOWANCES.....	29
26.1 Equal Pay	29
26.2 Paydays.....	29
26.3 Rates of Pay.....	29
26.4 High Time Premium	30
26.5 Meal Allowances - Overnight Travel Only.....	30
26.6 Upgrading Qualifications	30
ARTICLE 27 - AUXILIARY EMPLOYEES	30
ARTICLE 28 - ELECTRICAL APPRENTICES	31
ARTICLE 29 - GENERAL CONDITIONS	31
29.1 Tools	31
29.2 Indemnity.....	31
29.3 Copies of Agreements.....	32
ARTICLE 30 - PENSION PLAN	32
ARTICLE 31 - TERM OF AGREEMENT.....	32
31.1 Duration	32
31.2 Notice to Bargain	32
31.3 Commencement of Bargaining.....	32
31.4 Change in Agreement	33
31.5 Agreement to Continue in Force.....	33
31.6 Effective Date of Agreement	33

ARTICLE 1 - DEFINITIONS**1.1 For the purpose of this Agreement:**

- (a) "*bargaining unit*" - means all employees under this collective agreement, except those excluded by the Labour Relations Board and any others mutually agreed to between the parties to this agreement;
- (b) "*basic pay*" - means the rate of pay negotiated by the parties to this agreement;
- (c) "*common-law spouse*" - includes same sex and opposite sex individuals where the employee has signed a declaration or affidavit that they have been living in a common-law relationship or have been co-habiting for at least 12 months. The period of co-habitation may be less than 12 months where the employee has claimed the common-law spouse's child/children for taxation purposes;
- (d) "*day of rest*" - in relation to an employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties of their position. This does not include employees on a leave of absence;
- (e) "*dependants*" - for the purpose of definition, dependants are spouse, dependent children and anyone for whom the employee claims exemption on federal income tax returns;
- (f) "*employer*" - means Cobra Electric (South Coast);
- (g) "*employee*" - means a member of the bargaining unit;
 - (1) "*regular*" meaning an employee who is employed for work which is of a continuous full-time or part-time nature.
 - (2) "*auxiliary*" meaning an employee who is employed for work which is not of a continuous nature.
- (h) "*holiday*" - means the 24-hour period commencing at 0001 hours of a day designated as a paid holiday in this agreement;
- (i) "*hours of operation*" - are the hours established by the Employer to provide adequate service to ensure that the performance specifications of the customers are consistently met;
- (j) "*leave of absence with pay*" - means to be absent from duty with permission and with pay;
- (k) "*leave of absence without pay*" - means to be absent from duty with permission but without pay;
- (l) "*layoff*" - includes a cessation of employment, or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, a reorganization, closure or other material change in organization, and where should work become available, employees will be recalled in accordance with Article 13 - Layoff and Recall;
- (m) "*probation*" - for an employee means the first six months of employment where the Employer has an opportunity to determine an employee's suitability for continued employment;
- (n) "*qualified*" - mean that the employee meets the qualifications required in Clause 12.3;
- (o) "*resignation*" - means a voluntary notice by the employee that they are terminating their service on the date specified;
- (p) "*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;

- (q) "*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;
- (r) "*spouse*" - includes husband, wife and common-law spouse;
- (s) "*termination*" - is the separation of an employee from the Employer for cause;
- (t) "*union*" - means the B.C. Government and Service Employees' Union (BCGEU);
- (u) "*workday*" - is a period of 24 consecutive hours commencing with the starting time of any shift. For the purpose of calculating compensatory overtime rates only, the time worked prior to, but adjoining to, a shift shall be deemed as time worked after a shift.

ARTICLE 2 - PREAMBLE

2.1 Purpose of Agreement

- (a) The purpose of this agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union.
- (b) The parties to this agreement share a desire to improve the quality of service to the public. They also recognize that they are both parties in bringing about the success, the growth and the expansion of the business so that fair wages, good working conditions and stable employment can be secured. Accordingly, they are determined to establish, within the framework provided by the law, an effective working relationship.

2.2 Current and Future Legislation

The Employer will adhere to all applicable 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 for the provision so rendered null and void or materially altered.

2.3 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.

2.4 Harassment and the British Columbia Human Rights Code

The parties hereto subscribe to the principles of the *Human Rights Code* of British Columbia.

The Employer, in cooperation with the Union, will promote a work environment that is free from discrimination and harassment where all employees are treated with respect and dignity.

Employees have the right to employment without discrimination. Discrimination relates to any of the prohibited grounds contained in the BC *Human Rights Code*. Prohibited conduct may be verbal, non-verbal, physical, deliberate or unintended, unsolicited or unwelcome, as determined by a reasonable person. It may be one incident or a series of incidents depending on the context. Harassment can include behaviour which ought to be known to be inappropriate and serves no legitimate work purpose.

Discrimination and harassment does not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.

Protection against discrimination and harassment extends to incidents occurring at or away from the workplace during or outside working hours provided the acts are committed within the course of the employment relationship.

This clause does not preclude an employee from filing a complaint under Section 13 of the *BC Human Rights Code*, however, an employee shall not be entitled to duplication of process. An employee making a complaint of discrimination must choose to direct a complaint to either the BC Council of Human Rights or to the process specified in Clause 1.6. In either event a complaint of discrimination, if included as an element of a grievance, shall not be pursued through the process identified in Clause 1.6.

An employee who files a written complaint which would be seen by a reasonable person to be frivolous, vindictive or vexatious may be subject to disciplinary action. Disciplinary action taken may be grieved pursuant to Article 8 - Grievances.

2.5 Sexual Harassment

The Employer, in cooperation with the Union, will promote a work environment that is free from sexual harassment where all employees are treated with respect and dignity.

2.6 Complaint Procedure

If a complaint of discrimination, harassment or sexual harassment is made, the manager will investigate the allegation and take steps to resolve the concern as appropriate within 30 days of the complaint being made by the employee. The manager will discuss the proposed resolution with the employee. The employee may have a union representative present both at the initial complaint meeting and during these, or any other, discussions. If the proposed resolution is not acceptable, the Union may refer the matter to arbitration.

2.7 Confidentiality

All persons involved in the handling of harassment, discrimination or sexual harassment complaint shall hold in the strictest confidence all information of which they become aware.

ARTICLE 3 - UNION RECOGNITION AND RIGHTS

3.1 Bargaining Unit Defined

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees to whom the certification issued by the Labour Relations Board.

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

3.3 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.

3.4 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.

3.5 Recognition and Rights of Stewards

- (a) The Employer recognizes the Union's right to select stewards to represent employees
- (b) The Union agrees to provide the Employer with a list of the employees designated as stewards.
- (c) A steward, or their alternate, shall obtain the permission of their immediate supervisor before leaving their work to perform their duties as a steward. Leave for this purpose shall be with pay. Such permission shall not be unreasonably withheld. On resuming their normal duties, the steward shall notify their supervisor.
- (d) The duties of stewards shall include:
 - (1) investigation of complaints of an urgent nature;
 - (2) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
 - (3) supervision of ballot boxes and other related functions during ratification votes; and
 - (4) attending meetings at the request of the Employer.

3.6 Bulletin Boards

The Employer shall provide bulletin board facilities for the exclusive use of the Union, the sites to be determined by mutual agreement. The use of such bulletin board facilities shall be restricted to the business affairs of the Union.

3.7 Union Insignia

- (a) A union member shall have the right to wear or display the recognized insignia of the Union. The Union agrees to furnish to the Employer at least one union shop card, for each of the Employer's places of operation covered by this agreement, to be displayed on the premises. Such card will remain the property of the Union and shall be surrendered upon demand.
- (b) The union insignia shall be displayed on 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. The recognised insignia of the Union shall include the designation "bcgeu". The union insignia may be displayed in a mutually agreeable prominent position on all mobile equipment operated primarily by members of this bargaining unit. The Union shall supply and , wherever necessary, replace such emblems of mutually agreeable size and type.

3.8 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 the *Labour Relations Code* of British Columbia. Any employee failing to report for duty shall be considered to be absent without pay. Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this agreement nor shall it be grounds for disciplinary action.

3.9 Time Off for Union Business

(a) *Without pay* - with reasonable written notice leave of absence without pay and without loss of seniority will be granted:

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

(2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;

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

(4) to employees called by the Union to appear as witnesses before an arbitration board, the Labour Relations Board, or the Human Rights Tribunal;

(5) *with pay* - leave of absence with basic pay and without loss of seniority will be granted to two employees to carry on direct face to face negotiations with the Employer.

(b) To facilitate the administration of this clause when leave without pay is granted, the leave shall be given with basic pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred. Leave of absence granted under this clause shall include sufficient travel time. The Union shall provide the Employer with reasonable notice prior to the commencement of leave under this clause. It is understood that employees granted leave of absence pursuant to this clause shall receive their current rates of pay while on leave of absence with pay. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.

3.10 Union Meetings

(a) Employees may attend a meeting with a representative of the Union at their worksite on a quarterly basis on a mutually agreeable date.

(b) The Union shall provide not less than two weeks' notice to the appropriate employer representative at the local level of the intended date and time of the meeting.

(c) Meetings will take place after the conclusion of the employees' scheduled shift and shall not interfere with normal operations.

ARTICLE 4 - UNION SECURITY/JURISDICTION

(a) All employees in the bargaining unit shall, as a condition of continued employment, become members of the Union and maintain such membership upon completion of 30 days worked as an employee.

(b) The parties recognize the current practice of management staff performing bargaining unit work. Any concerns arising from this practice will be discussed by the steward with the Employer as a first step to resolve the concern.

ARTICLE 5 - CHECK-OFF OF UNION DUES

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

- (b) The Employer shall deduct from any 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 as 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 28 days after the date of deduction and the Employer shall also provide a list of names as well as classifications of those employees from whose salaries such deductions have been made together with the amounts deducted from each employee.
- (e) Before the Employer is obliged to deduct any amount under (a) 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. When the change cannot reasonably be accommodated by the Employer's existing payroll system, then the cost of implementation shall be borne by the Union. In all cases, the Union shall provide the Employer with a reasonable notice period to implement any change.
- (f) From the date of the signing of this agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other moneys deducted by the Employer from the pay of the employees in the bargaining unit.
- (g) The Employer shall supply each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1 of the succeeding year.
- (h) An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's wages or salary the amount of the regular dues payable to the Union by a member of the Union.

ARTICLE 6 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES

- (a) At the time of hire new employees will be advised that a collective agreement is in effect and of the conditions of employment set out in the articles dealing with union security and dues check-off.
- (b) A new employee shall also be provided with:
- (1) the name, location and work telephone number of the steward; and
 - (2) an authorization form for union dues check-off.
- (c) Upon request, the steward shall be advised of the name, location and work telephone number of the new employee.
- (d) The steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for 15 minutes sometime during the first 30 days of employment.
- (e) The Union will provide the Employer with an up-to-date list of stewards' names, work locations and work telephone numbers in order that the Employer may meet its obligation in (b)(1) above.
- (f) The Union will be provided with a copy of the completed and signed authorization form for dues check-off for all new employees.

ARTICLE 7 - EMPLOYER'S RIGHTS

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

ARTICLE 8 - EMPLOYER/UNION RELATIONS

8.1 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.

8.2 Union Bargaining Committees

A union bargaining committee shall be elected and consist of two employees and one alternate. The Union shall have the right at any time to have the assistance of members of the staff of the Union when negotiating with the Employer.

8.3 Union Representatives

- (a) The Employer agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance.
- (b) Members of union staff shall notify the excluded designated supervisory official in advance of their intention and their purpose for entering and shall not interfere with the operation of the Employer.
- (c) In order to facilitate the orderly, as well as the confidential investigation of grievances, the Employer will make available to union representatives or stewards temporary use of an office or similar facility.
- (d) The Employer agrees that access to its premises will be granted to local chairpersons, component chairpersons and members of the Provincial Executive. Notification shall be given to the Employer in advance of the intention and purpose for entering the Employer's premises and such access shall not interfere with the operations of the Employer or section concerned.
- (e) Notwithstanding Clause 8.3(d), the Employer agrees that access to its premises will be extended to persons designated by the President upon reasonable notice to the Employer of their intention and purpose for entering the Employer's premises and such access shall not interfere with the operations of the Employer or section concerned.

8.4 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.

8.5 Emergency Services

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

8.6 Labour Management Relations

Pursuant to the British Columbia *Labour Relations Code*, the Employer and the Union agree to meet at the call of either party to consult about issues that relate to the workplace.

The Committee shall be co-chaired by an employer and union representative. The purpose of the meetings shall be to exchange information of mutual interest, to review administrative matters arising from this agreement, and to maintain effective union/employer relations. Any discussions of grievances, as defined by this agreement, shall be treated strictly on a without prejudice basis.

The Joint/Labour Management Committee union representatives shall be the Union Bargaining Committee or designates(s) and the local union area staff representative or designate.

ARTICLE 9 - GRIEVANCES

9.1 Grievance Procedure

- (a) The Employer and the Union recognize that grievances may arise concerning:
 - (1) differences between the parties respecting the interpretation, application, operation, or any alleged violation of a provision of this agreement, component agreements, or arbitral award, including a question as to whether or not a matter is subject to arbitration; or
 - (2) the dismissal, discipline, or suspension of an employee bound by this agreement.
- (b) The procedure for resolving a grievance shall be the grievance procedure in this article.

9.2 Step 1

In the first step of the grievance procedure, every effort shall be made to settle the dispute with the designated local supervisor. The aggrieved employee shall have the right to have their steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the Union steward, to Step 2 of the grievance procedure. Where the aggrieved employee is a steward, they shall not, where possible, act as a steward in respect of their own grievance but shall submit the grievance through another steward or union staff representative.

9.3 Time Limits to Present Initial Grievance

An employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Clause 9.4, must do so no later than 30 days after the date:

- (a) on which they were notified orally or in writing, of the action or circumstances giving rise to the grievance;
- (b) on which they first became aware of the action or circumstances giving rise to the grievance.

9.4 Step 2

- (a) Subject to the time limits in Clause 9.3, the employee may present a grievance at this level by:
 - (1) recording their grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
 - (2) stating the article(s) or clause(s) of the agreement infringed upon or alleged to have been violated, and the remedy or correction required; and
 - (3) transmitting their grievance to the designated local supervisor through the union steward.
- (b) The local supervisor shall:
 - (1) forward the grievance to the representative of the Employer authorized to deal with grievances at Step 2; and
 - (2) provide the employee with a receipt stating the date on which the grievance was received.

9.5 Time Limit to Reply at Step 2

- (a) Within 21 days of receiving the grievance at Step 2, the representative designated by the Employer to handle grievances at Step 2 and the designated union representative shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.
- (b) The representative designated by the Employer to handle grievances at Step 2 shall reply in writing to an employee's grievance within 30 days of receiving the grievance at Step 2.
- (c) Where the grievance concerns a disciplinary matter, the reply shall include a report of the Step 2 meeting and the results of investigations carried out by the Employer with regard to the facts and nature of the grievance. The report shall not be introduced as evidence at any arbitration proceeding.

9.6 Failure to Act

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.

9.7 Time Limits to Submit to Arbitration

Failing satisfactory settlement at Step 2, and pursuant to Article 10 - Arbitration, the President, or their designate, may inform the Employer of their intention to submit the dispute to arbitration within:

- (a) 30 days after the Employer's decision has been received, or
- (b) 30 days after the Employer's decision was due.

9.8 Administrative Provisions

- (a) Replies to grievances at Step 2 of the grievance procedure and notification to arbitrate shall be by certified mail, courier or by facsimile.
- (b) Grievances, replies, and notification shall be deemed to have been presented on the date on which they were verifiably transmitted, and received on the date they were delivered to the appropriate office of the Employer or the Union.

9.9 Dismissal or Suspension Grievances

- (a) In the case of a dispute arising from an employee's dismissal, rejection on probation, suspension greater than 20 days or suspension for just cause pending investigation, the grievance may be filed directly at arbitration, with a copy to the Employer, within 30 days of the date on which the dismissal, rejection on probation, or suspension occurred, or within 30 days of the employee receiving such notice.
- (b) In the case of a dispute arising from other suspensions, the grievance may commence at Step 2 of the grievance procedure within 30 days of the date on which the suspension occurred, or within 30 days of the employee receiving such notice.

9.10 Deviation from Grievance Procedure

The Employer agrees that, after a grievance has been initiated by the Union, the Employer's representatives will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the Union.

9.11 Policy Grievance

Where either party to this agreement disputes the application, interpretation, or alleged violation of an article of this agreement, the dispute shall be discussed initially with the Employer or the Union, as the case may be, within 60 days of the occurrence. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as set out in Article 10 - Arbitration.

9.12 Technical Objections to Grievances

It is the intent of both parties to this agreement that no grievance shall be defeated merely because of a technical error other than time limitations in processing the grievance through the grievance procedure. To this end an arbitration board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

9.13 Amending Time Limits

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

ARTICLE 10 - ARBITRATION

10.1 Notification

(a) Where a difference arising between the parties relating to the interpretation, application, or administration of this agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this agreement has been violated, either of the parties may, after exhausting the grievance procedure in Article 8 - Grievances, notify the other party within 30 days of the receipt of the reply at the second step, of its desire to submit the difference or allegations to arbitration.

(b) A submission of such a difference or allegation to arbitration shall be by certified mail or by courier to the other party. Submissions may be transmitted by facsimile, however, the sender must forward the original documents by mail within three business days of the facsimile transmission. The sender will retain a facsimile receipt to prove service.

(c) Where the matter in dispute is a dismissal grievance, the parties shall set a date for the hearing to be held seven weeks from the date that such a hearing is requested.

10.2 Assignment of a Single Arbitrator

(a) When a party has requested that a grievance be submitted to an arbitration and either party has requested that a hearing date be set, an arbitrator will be assigned from the mutually agreed upon list of single arbitrators.

(b) Depending upon availability, single arbitrators shall be assigned cases on a rotating basis.

(c) The parties shall agree upon a list of arbitrators which shall be appended to this agreement. An arbitrator may be removed from the list by mutual agreement.

(d) The parties shall endeavour to develop and maintain a list of acceptable arbitrators which is gender balanced.

10.3 Board Procedure

- (a) In this article the term "*Board*" means a single arbitrator.
- (b) The Board may determine its own procedure in accordance with the relevant legislation and shall give full opportunity to all parties to present evidence and make representations. It shall hear and determine the difference or allegation and shall render a decision within 60 days of the conclusion of the hearing.

10.4 Decision of Board

The decision of the Arbitration Board shall be final, binding, and enforceable on the parties. The Board shall have the power to dispose of a discharge or discipline grievance by any arrangement which it deems just and equitable. However, the Board shall not have the power to change this agreement.

10.5 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Board to reconvene to clarify the decision, which it shall make every effort to do within seven days.

10.6 Expenses of Arbitration Board

Each party shall bear one-half of the cost of the Arbitrator and each party will be responsible for the remuneration and expenses of its own witnesses, employees, and representatives.

10.7 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.

10.8 Expedited Arbitration

The parties have agreed to the following terms, conditions and process to resolve certain grievances by non-precedential expedited arbitration:

- (a) All grievances shall be considered suitable for expedited arbitration, except grievances in the nature of:
 - (1) policy grievances;
 - (2) grievances requiring substantial interpretation of a provision of the agreement;
 - (3) grievances requiring the presentation of extrinsic evidence;
 - (4) dismissals;
 - (5) rejection on probation;
 - (6) grievances involving a claim of duty to accommodate;
 - (7) demotions, and
 - (8) suspensions of 20 days or greater.

Despite the foregoing, by mutual agreement, a grievance falling into any of the above-listed categories may be resolved by expedited arbitration.

- (b) The expedited arbitrator, who shall act as sole arbitrator, shall be selected from the list as identified below, or shall be a substitute mutually agreed to by the parties:

Judi Korbin Marguerite Jackson
Vince Ready

- (c) The expedited arbitration process is intended to be informal.
- (d) Outside counsel will not be used to represent either party.

(e) The party initiating the grievance shall in every case prepare a proposed agreed statement of facts which must be delivered to the other side, in addition to any reliance documents, 30 days prior to the hearing. The other side must provide a substantial response (the reasons for not agreeing with a proposed fact must be stated and, if applicable an alternate fact proposed) to the proposed agreed statement of facts and provide any reliance documents 15 days prior to the hearing. The parties shall make every effort to agree on facts not in dispute.

The parties shall not make any pre-hearing applications to the Arbitrator.

The parties agree that they will not make use of documents produced in an expedited arbitration for any purpose other than the arbitration itself.

(f) All presentations are to be short and concise and shall begin with comprehensive opening statements, to be delivered at the commencement of the hearing, by both parties.

(g) The parties agree to minimize the use of legal authorities during their arguments.

(h) The Arbitrator shall render a decision within two working days of the arbitration hearing.

(i) Prior to rendering a decision, the Arbitrator may assist the parties by attempting to mediate a resolution to the grievance.

(j) All decisions of the Arbitrator are to be limited in application to the particular dispute and are without prejudice. Expedited arbitration awards shall be of no precedential value and shall not be referred to by the parties in respect of any other matter other than further disciplinary action regarding the same employee.

(k) All settlements of expedited arbitration cases prior to hearing shall be without prejudice unless both parties expressly agree that a "*With Prejudice*" decision is acceptable.

(l) The parties shall equally share the cost of the fees and expenses of the Arbitrator.

(m) There will be no appeal of expedited arbitration awards.

ARTICLE 11 - DISMISSAL, SUSPENSION AND DISCIPLINE

11.1 Burden of Proof

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

11.2 Dismissal and Suspension

The Employer may suspend or dismiss an employee for just cause. Notice of suspension or dismissal shall be in writing and shall set forth the reasons for the suspension or dismissal.

11.3 Dismissal and Suspension Grievance

All dismissals and suspensions will be subject to formal grievance procedure under Article 9 - Grievances. A copy of the written notice of dismissal or suspension shall be forwarded to the President of the Union or their designate within five days of the action being taken.

11.4 Right to Grieve Other Disciplinary Action

(a) Disciplinary action grievable by the employee shall include:

- (1) written censures;
- (2) letters of reprimand;
- (3) adverse reports; or
- (4) adverse employee appraisals, subject to Clause 11.5(b).

(b) An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record.

(c) Upon the employee's request any such document, other than formal employee appraisals, shall be removed from the employee's file after the expiration of 18 months from the date it was issued provided there has not been a further infraction.

(d) 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.

11.5 Employee Appraisal Forms

(a) Where a formal appraisal of an employee's performance is carried out, the employee shall be given sufficient opportunity to read, review and ask questions about the appraisal. Upon request, the employee will be given three working days to read and review the appraisal.

(b) The appraisal form shall provide for the employee's signature in two places, one indicating that the employee has read and accepts the appraisal, and the other indicating that the employee disagrees with the appraisal. No employee may initiate a grievance regarding the contents of an employee appraisal unless the employee has signed in the place indicating disagreement with the appraisal.

(c) An employee appraisal shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure of this agreement.

(d) An employee shall receive a copy of their appraisal upon request.

11.6 Personnel File

An employee, or the President of the Union or their 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).

11.7 Right to Have Steward Present

(a) An employee shall have the right to have their steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact their steward, providing that this does not result in an undue delay of the appropriate action being taken. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

(b) A steward shall have the right to consult with a staff representative of the Union and to have a staff representative present at any discussion with supervisory personnel which the steward believes might be the basis of disciplinary action against the steward, providing that this does not result in an undue delay of the appropriate action being taken.

11.8 Rejection During Probation

- (a) The Employer may reject any probationary employee for just cause. A rejection during probation shall not be considered a dismissal for the purpose of Clause 11.3. The test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment in the position to which they have been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.
- (b) Where an employee feels they have been aggrieved by the decision of the Employer to reject the employee during the probationary period, they may grieve the decision within 30 days of receiving the notice of rejection. Such grievance may be filed directly at arbitration in accordance with Clause 9.9(a).
- (c) Extension of probation: with written notice and reasons in advance to the Union and the affected employee, the probation period may be extended for up to 90 days.

11.9 Abandonment of Position

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

ARTICLE 12 - SENIORITY

12.1 Seniority Defined

- (a) Service seniority for employees shall be defined as the length of continuous service while employed at Cobra Electric (South Coast) Ltd. For employees who transferred over from the BC Public Service at the time of privatization, all service accrued will be added to form their total service seniority.
- (b) When two or more employees have start dates that are equal, their relative seniority will be determined by chance as mutually agreed to between the employees and the Union.

12.2 Seniority List

A current service seniority list for employees as of December 31st will be provided by the Employer to the President of the Union on or before March 31st of the following year.

12.3 Loss of Seniority

- (a) An employee shall only lose their seniority in the event that:
 - (1) they are discharged for just cause;
 - (2) subject to Clause 11.9, they voluntarily terminate their employment or abandon their position;
 - (3) they are on layoff for more than two years; or
 - (4) they work in a position outside the bargaining unit for more than one year.

12.4 Re-Employment

An employee who resigns their position but is subsequently re-employed by the Employer within 90 days shall be deemed to have been on a leave of absence and shall retain, effective the date of

re-employment, all provisions and rights in relation to seniority and other fringe benefits, provided they have not withdrawn their superannuation contributions.

ARTICLE 13 - LAYOFF, RECALL AND SEVERANCE

13.1 Role of Seniority of Layoff

- (a) Layoff of employees shall be in reverse order of seniority by classification.
- (b) Notice of layoff shall be in writing 30 calendar days prior to the effective date. Copies of such notification will be forwarded to the Union. If the employee has not had the opportunity to work their full days after notice of layoff, he/she shall be paid in lieu of work for that part of the 30 calendar days during which work was not made available.

13.2 Recall

- (a) An employee will be placed on recall for a period of one year.
- (b) Recall of employees shall be in order of seniority, providing the employee is qualified. An employee who declines an offer of recall shall be deemed to have resigned.

13.3 Pre-Layoff Canvass

- (a) Prior to the layoff of regular employees, the Employer may canvass employees in order to invite:
 - (1) placement on the recall list with no loss of seniority; or
 - (2) early retirement; or
 - (3) other voluntary options, as may be agreed to by the Union, the employee and the Employer.

Where more than one employee expresses interest in one of the above options, they shall be offered to qualified employees on the basis of seniority.

- (b) Responses from employees to the pre-layoff canvass will only be received by the Employer for consideration if submitted within seven days of issuance of a written notice to the employees.
- (c) Where an employee selects an option, once confirmed in writing by the employee and the Employer, such acceptance is final and binding upon the employee and the Employer.

13.4 Severance Pay

- (a) Within 30 days of receipt of notice of layoff, a regular employee may opt to take their accrued severance pay entitlement in lieu of being placed on recall.
- (b) For those employees who transferred over at the time of privatization from the BC Public Service shall continue to accrue severance pay at the rate of three weeks per year to a maximum of 26 weeks.
- (c) For other employees hired on or prior to December 31st, 2010, they shall continue to accrue severance pay at the rate of three weeks per year to a maximum of 18 weeks.
- (d) For employees hired after January 1st, 2011, they shall accrue severance pay at the rate of one week per year of service to a maximum of eight weeks.
- (e) An employee covered by the provision contained in (a) above will not receive an amount greater than six months' current salary.

Notwithstanding the above, effective January 16th 2013:

- (f) Regular employees hired or converted to regular status after January 16th, 2005 shall be entitled to severance pay in accordance with the *Employment Standards Act*, but not to exceed eight weeks.
- (g) Regular employees transferred over at the time of Privatization from the BC Public Service shall be entitled to the current applicable severance pay provisions set out below, however, it is understood that eight weeks prior to the expiry of the next MOTI contract, the current severance pay provisions shall cease to have application and that Clause (f) above will have application to all regular employees regardless of their hire date.
- (h) A regular employee who, at the time of layoff, has service of three years or more shall be entitled to an amount calculated pursuant to (1) through (3) below.
- (1) For the first year of completed employment, three weeks' current salary;
 - (2) For the second year of completed employment, three weeks current salary;
 - (3) For each completed year thereafter, two weeks current salary.

ARTICLE 14 - HOURS OF WORK**14.1 Hours of Work**

- (a) The hours of work shall be 37.5 hours per week, 7.5 hours per day exclusive of meal periods; Monday to Friday.
- (b) The Employer will prepare an annual work schedule for all Electricians who participate in the Standby Rotation. This schedule will distribute equitable the standby and shift rotation.
- (c) The annual work schedule will be for the period January 1st to December 31st each year.
- (d) The schedule will be distributed at least 14 days prior to commencement of the year's schedule.
- (e) Employees who do not participate in the standby rotation will be assigned periods of afternoon/night shift based on operational requirements and will be advised at least three working days in advance. The amount of afternoon/nightshift worked will vary and will be shared equitably.
- (f) All employees shall have two 15-minute rest periods in each work period in excess of six hours, one rest period to be granted before and one after the meal period. Employees working a shift of three and one-half hours, but not more than six hours, shall receive one rest period during such a shift.
- (g) Rest periods shall not begin until one hour after the commencement of work or not later than one hour before either the meal period or the end of the shift. Rest periods shall be taken without loss of pay to the employees.

14.2 Work Schedules

- (a) The basic shift pattern is 7.5 hours at 5:2.
- (b) The Employer shall determine when various services are provided (hours of operation), the classification of positions and number of employees required to provide the services.

14.3 Conversion of Hours

- (a) *Vacation* - where an employee is granted vacation the annual vacation entitlement shall be converted to hours on the basis of a 7.5 hour day.

- (b) *Designated paid holidays* - where an employee is granted a designated paid holiday the time off granted will be 7.5 hours per designated paid holiday.

14.4 Standby Provisions

Where employees are required to stand by to be called for duty under conditions which restrict their normal off-duty activities, they shall be compensated at straight-time in the proportion of one hour's pay for each three 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. Employees will not be required to stand by on two consecutive designated paid holidays, except by mutual agreement. This provision will not apply in emergency situations.

14.5 Meal Periods

- (a) Meal periods shall be 30 minutes duration.
- (b) An employee shall be entitled to take their meal or rest period away from the workstation. Where an employee is recalled during the meal period, the meal period shall be considered as time worked.

14.6 Assigned Point of Assembly

- (a) Employees work from a regular point of assembly, but may be required to start and finish work from a temporary field point of assembly for short periods.
- (b) Every employee will be assigned a regular point of assembly. A regular point of assembly is the location where the employee daily reports for work. In the event that the employee's regular point of assembly needs to be changed to meet operational requirements, a minimum of two weeks' notice shall be provided unless otherwise mutually agreed.
- (c) When an employee is required to work away from their point of assembly, they will be assigned a temporary field point of assembly and will be provided with accommodation and meal allowances in accordance with Clause 26.5.
- (d) When an employee works away from their regular or temporary field point of assembly, as the case may be, they travel on the Employer's time, at applicable rates.

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.
- (b) *Shift Premium:*
- \$2.50 per hour for afternoon shift
 - \$4.00 per hour for night shift.

15.2 Shift Premium Entitlement

- (a) Employees working an afternoon or night shift shall receive a shift premium for all hours worked on the shift.
- (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) Shift premiums will apply to overtime hours worked in conjunction with a shift at the applicable overtime premium. An employee who is called out between 9:00 p.m. and 4:29 a.m. shall receive the night shift premium for each hour worked during the callout period up to the commencement of their regularly scheduled shift.

15.3 Notice of Work Schedules

In the event that an employee's work schedule or shift is changed without three working days advance notice, the employee shall receive a premium at the applicable overtime rate for work performed on the first shift to which they changed.

15.4 Short Changeover Premium

If shifts are scheduled so that there are not eight hours between the end of an employee's shift and the start of their next shift, a premium calculated at the overtime rates will be paid for hours worked on the succeeding shift.

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.

ARTICLE 16 - OVERTIME

16.1 Definitions

- (a) "*Overtime*" - means work performed by an employee in excess or outside of their regularly scheduled hours of work.
- (b) "*Straight-time rate*" - means the hourly rate of remuneration.
- (c) "*Time and one-half*" - means one and one-half times the straight-time rate.
- (d) "*Double-time*" - means twice the straight-time rate.
- (e) "*Double-time and one-half*" - means two and one-half times 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 their 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.

16.3 Overtime Entitlement

- (a) An employee will be entitled to compensation for authorized overtime in excess of the scheduled daily hours.
- (b) For the purposes of calculating the hourly rate for overtime, an employee's biweekly rate shall be divided by 75.
- (c) Overtime shall be compensated in 30-minute increments; however, employees shall not be entitled to any compensation for periods of overtime of less than five minutes per day.
- (d) Overtime compensation for planned work on a day of rest which is cancelled due to no fault of the employee, will be a minimum of three hours at the applicable overtime rate.

16.4 Recording of Overtime

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

16.5 Sharing of Overtime

Overtime work shall be allocated equitably to qualified employees considering their availability and location.

16.6 Overtime Compensation

- (a) Overtime worked shall be compensated at the following rates:
 - (1) time and one-half for the first two hours of overtime on a regularly scheduled workday;
 - (2) double-time for hours worked in excess of the two hours referred to in (1) above; and
 - (3) double-time for all hours worked on a day of rest.

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 their regular days pay, and shall receive additional compensation at the rate of double-time for all hours worked; except for Christmas and New Years when the additional compensation shall be at the rate of double-time and one-half for all hours worked.
- (c)
 - (1) Overtime shall be monetary or compensatory time off (CTO) at the employee's option. If CTO cannot be scheduled before December 31st of each year, a cash payment shall be made.
 - (2) The maximum annual accrual of overtime permitted in the CTO bank is 37.5 hours. CTO that has not been scheduled prior to December 31st of each year shall be paid out in cash. If an employee wishes to bank CTO they must advise the Employer in writing by January 15th of each year. The Employer will assume any employee not advising of their wish to bank CTO by this date will be paid out in cash for any overtime worked that year. Once those employees who elect to bank their CTO reach 37.5 hours, they shall be paid out in cash for any and all subsequent overtime earned that year. Once the employee who has chosen to bank CTO; has earned, banked or used 37.5 hours of CTO, any additional overtime worked beyond the 37.5 hours will be paid out in cash. Any banked CTO that is scheduled as time off prior to the maximum 37.5 hours being reached; will result in an equivalent hours reduction to the bank that remains available to that employee for that year. Once the CTO bank has been scheduled as time off, it may not be subsequently "topped up" to the 37.5 hour maximum.

16.7 Overtime Meal Allowance

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

The overtime meal allowance shall be \$18.00.

(b) If the employee continues to work overtime beyond three hours, a further meal or allowance and meal break as above shall be provided upon completion of an additional four hours worked, and upon the completion of every three hours worked thereafter.

(c) When an employee is not on standby and is called out for overtime prior to their scheduled shift and it was not possible to give sufficient notice¹ 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 their regular shift times for a normal workday.

(e) Where any of the meals provided under (a), (b), (c) or (d) above duplicates a meal to which an employee is entitled because of travel status or field allowance, then the employee shall receive only one benefit for each meal.

16.8 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 callout for overtime work.

16.10 Callout Provisions

(a) *Callout Compensation* - An employee who is called back to work outside their regular working hours shall be compensated for a minimum of three hours at overtime rates. They shall be compensated from the time they leave their home to report for duty until the time they arrive back upon proceeding directly to and from work.

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

(1) If the callout is for three hours or less, the employee will be required to work the callout period and the whole of the abutting shift. In this case, compensation shall be overtime rates for the callout period and straight-time rate for the regular shift.

(2) If the callout is for longer than three hours, the employee will be required to work the callout period and a portion of the abutting regular shift. The portion of the regular shift which must be worked will be regular shift less the amount that callout exceeds three hours. Compensation shall be at overtime rates for the callout period and straight-time for the regular shift without shortfall.

(3) For the purpose of (1) above it is agreed that "callout" means that an employee has been called out without prior notice.

¹ Sufficient notice means one-half hour to permit preparation of the meal normally taken to work.

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

(1) When overtime is worked there shall be an elapsed time of eight hours between the end of overtime and the time the employee reports for duty on the next regular shift, with no shortfall out of their regular shift.

(2) In a callout situation where at least three hours which do not abut the succeeding shift are worked in the 10 hours preceding the start of the regular shift, there shall be an elapsed time of eight hours between the end of callout and the time the employee reports for duty on their next regular shift, with no shortfall out of the regular shift.

(3) If the elapsed eight hour period following results in only two hours or less of their regular shift available for work, employees shall not be required to report for work on that shift, with no shortfall.

(d) Time spent by an employee travelling to work or returning to their residence before and after callout 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.

16.11 Rest Interval After Overtime

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

ARTICLE 17 - PAID HOLIDAYS**17.1 Paid Holidays**

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

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

(b) Any other 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) For an employee whose workweek is from Monday to Friday and when any of the above-noted holidays fall on a Saturday and is not proclaimed as observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this agreement; 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 private sector employees or traffic volumes, the parties may, by mutual agreement, amend (a) above.

17.3 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 double-time 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 and one-half for hours worked, plus a day off in lieu of the holiday. The scheduling of the lieu day shall be subject to mutual agreement.

17.4 Holiday Coinciding With a Day of Vacation

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

17.5 Christmas or New Year's Day Off

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

17.6 Paid Holiday Pay

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

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 January 1st and ending December 31st.

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

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

Vacation Years	Workdays
First and Second.....	15
Third.....	16
Fourth.....	19
Sixth and Seventh	20
Eighth	22
Ninth	23
Tenth.....	24
Eleventh	25
Twelfth.....	26
Thirteenth to fifteenth.....	27
Sixteenth to eighteenth	28
Nineteenth.....	29
Twentieth.....	30

(c) 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 comes first.

(d) Those employees who have accrued vacation in excess of 30 days shall maintain their current vacation entitlement but shall not continue to accrue.

18.2 Vacation Earnings for Partial Years

In order to calculate partial years vacation leave, an employee will earn one-twelfth of the annual entitlement for each month in which the employee has received at least 10 days' pay at straight-time rates.

18.3 Vacation Scheduling

(a) With the exception of authorized vacation carryover under Clause 18.5, the scheduling and completion of vacations shall be on a calendar year basis.

(b) A single vacation period which overlaps the end of a calendar year (December 31st) shall be considered as vacation for the vacation year in which the vacation commenced. The portion of vacation taken subsequent to but adjoining December 31st shall not be considered as vacation carryover, nor as a seniority choice for the subsequent vacation year.

(c) 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.

(d) During the first six months of employment an employee may, subject to mutual agreement at the local level, take vacation leave which has been earned.

18.4 Vacation Pay

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

18.5 Vacation Carryover

An employee may carry over and bank a maximum of five days vacation leave. Banked vacation days must be taken or scheduled to be taken no later than June 30th of the following year. In the event that carryover vacation is scheduled and subsequently cancelled, the carryover vacation time must be rescheduled and taken in that same year or it will be paid out. Except as otherwise provided, an employee shall not receive cash in lieu of vacation time except upon termination, resignation or retirement.

18.6 Vacation Leave on Retirement

Employees who are scheduled to retire and to receive pension benefits under the Public Service Pension Plan Rules or who have reached the mandatory retiring age, shall be granted full vacation entitlement for the final calendar year of service.

18.7 Vacation Credits Upon Death

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

ARTICLE 19 - SHORT-TERM ILLNESS & INJURY AND LONG-TERM DISABILITY

19.1 Enrolment in Short-Term Illness & Injury Plan

Eligible employees shall as a condition of employment enrol in the Short-Term Illness & Injury Plan and shall complete the appropriate payroll deduction authorization forms. The premiums for the Plan are 100% employer paid.

19.2 Enrolment in Long-Term Disability

Eligible employees shall as a condition of employment enrol in the Long-Term Disability Insurance Plan and shall complete the appropriate payroll deduction authorization forms. The premiums for the Plan are 100% employer paid.

ARTICLE 20 - SPECIAL, SICK AND OTHER LEAVE

20.1 Special Leave

Each employee shall be granted paid leave to a maximum of six days per calendar year for the purposes of attending to such significant events as bereavement, wedding, childbirth, family illness, domestic emergency etc. The employee must provide as much notice as is possible when requesting a Special Leave day and permission shall not be withheld.

20.2 Leave for Court Appearances

- (a) The Employer shall grant leave without pay to employees 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) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.
- (d) For all the above leaves, the employee shall advise their supervisor as soon as they are aware that such leave is required.

20.3 General Leave

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

20.4 Sick Leave

Employees shall be paid 75% of their regular wage for actual hours absent due to illness after the first day of absence due to illness. The first day of absence due to illness will be without pay.

20.5 Compassionate Care Leave

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

ARTICLE 21 - MATERNITY, PARENTAL AND PRE-ADOPTION LEAVE**21.1 Maternity, Parental and Pre-Adoption Leave**

The Employer is bound by the federal and provincial statutes regarding such leaves, which for information purposes, are generally as follows;

- (a) An employee is entitled to maternity leave of up to 15 weeks without pay.
- (b) Upon written request an employee shall be entitled to parental leave of up to 35 consecutive weeks without pay. The leave period may be extended by an additional five weeks where the employee's claim is extended pursuant to Section 12(7) of the *Employment Insurance Act*.
- (c) Where both parents are employees of the Employer, the employees shall determine the apportionment of the 35 weeks parental leave between them.
- (d) Upon request and with appropriate documentation, an employee is entitled to pre-adoption leave without pay of up to seven weeks (245 work hours) per calendar year with an allowance of 85% of their basic pay during the leave period.
- (e) Upon return to work from this leave, an employee shall be placed in their former position or in a position of equal rank and basic pay.

The following clauses are only applicable to employees hired prior to March 31, 2008:

- (f) *Benefits Continuation* - For leaves taken pursuant to Clauses 20.5 and 21.1 the Employer shall maintain coverage for medical, extended dental, group life, and shall pay the Employer's share of these premiums.
- (g) An employee shall be deemed to have resigned on the date upon which the leave commenced unless they advised the Employer of their intent to return to work one month prior to the expiration of the leave taken pursuant to this article. Notwithstanding this, should an employee fail to remain in the employ of the Employer for at least six months, or a period equivalent to the leave taken, whichever is longer, after their return to work the Employer will recover monies paid pursuant to (f) above on a pro rata basis.
- (h) *Entitlements Upon Return to Work* - An employee who returns to work after the expiration of maternity, parental, or pre-adoption leaves shall retain the seniority the employee had accumulated prior to commencing the leave and shall be credited with seniority for the period of time covered by the leave.
- (i) *Benefits Upon Layoff* - Employees who have completed three months of service and are receiving an allowance pursuant to Article 21 shall continue to receive that allowance upon layoff, until the allowance has been exhausted, provided the notice of layoff is given after the commencement of the leave.

ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY**22.1 Statutory Compliance**

The Union and the Employer agree to cooperate fully in matters pertaining to the prevention of accidents and occupational disease and in the promotion of the health and safety of all employees.

There shall be full compliance with all applicable statutes and regulations pertaining to the working environment.

22.2 Establishment of a Joint Occupational Health and Safety Committee

A joint occupational health and safety committee will be established when required under the provisions of the *Workers Compensation Act* and when required to be established will be operated as outlined below:

- (a) Union representatives shall be employees at the workplace appointed by the Union, and employer representatives shall be appointed by the Employer. The Joint Occupational Health and Safety Committee will be comprised of the representatives serving on the Labour/Management Committee.
- (b) The Committee will function in accordance with the regulations made pursuant to the *Workers Compensation Act*, and will participate in developing a program to reduce risk of occupational injury and illness. All minutes of the meetings of the Committee shall be recorded on a mutually agreed to form and shall be sent to the Union and the Employer.
- (c) Employees who are representatives of the Committee shall not suffer any loss of basic pay for the time spent attending a meeting, job site inspection or accident investigation in accordance with WCB Regulations.

22.3 Unsafe Work Conditions

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

- (a) pursuant to Article 22.2, a member of the local Occupational Health and Safety Committee;
- (b) pursuant to Article 22.2, a member designated by a Safety Committee;
- (c) a safety officer; and
- (d) a steward at a worksite where there is no safety committee.

after an on-site inspection and following discussion with a representative of the Employer, does not meet the standards established pursuant to the *Workers Compensation Act*.

Where an employee acts in compliance with Section 3.12 (1) of the Workers' Compensation Board Industrial Health and Safety Regulations, they shall not be subject to disciplinary action.

22.4 Investigation of Accidents

- (a) Pursuant to the Workers' Compensation Board Industrial Health and Safety Regulations, all accidents shall be investigated jointly by representatives on the applicable crew and management.
- (b) Reports shall be submitted on a mutually agreeable accident investigation form and copies sent to:
 - (1) Workers' Compensation Board;
 - (2) Pursuant to Article 22.2, the Occupational Health and Safety Committee;
 - (3) Employer Designate(s); and
 - (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 a joint investigation.

22.5 Occupational First Aid Requirements and Courses

The Union and the Employer agree that First Aid Regulations made pursuant to the *Workers Compensation Act* shall be fully complied with.

22.6 Injury Pay Provision

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

22.7 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.

22.8 Dangerous Goods, Special Wastes, Pesticides and Harmful Substances

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

22.9 Radio Contact or Employee Check

- (a) Where employees are required to perform duties in remote isolated areas, they shall be supplied with effective radio or radio-telephone communications or have a pre-arranged "*employee check*" made at specified intervals and at specified locations.
- (b) The Employer recognizes the need for coordination with operators on "*radio controlled*" industrial roads and agrees to make such arrangements as are required in particular circumstances to establish as safe a working environment as possible when employees are required to use such roads. Such arrangements may include radio equipment with the appropriate frequency where the use of the frequency has been authorized by the licensed user of that frequency. The Employer agrees to make every reasonable effort to obtain such authorization from the licensed user of that frequency.

22.10 Pollution Control

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

22.11 Training Program for Occupational Health and Safety Committee Members

If a joint occupational health and safety committee is established, the parties agree to participate in a joint training program of up to two days for all safety committee designates. The Union will provide the facilitators, all necessary materials and meeting space for the training program, while the Employer will ensure that all participants are given leave to attend with current pay and without loss of seniority.

22.12 Skin Protection From Ultra Violet Radiation

Situations where employee's duties will involve unavoidable exposure to ultra-violet radiation for periods of time that would require an appropriate broad-spectrum sunscreen. The Employer shall provide employees with appropriate information on the necessity to wear suitable clothing and to avoid ultra-violet radiation in order to prevent illness or injury.

ARTICLE 23 - CONTRACTING OUT

The Employer agrees not to contract out any work presently performed by employees covered by this agreement which would result in the laying off of such employees.

ARTICLE 24 - HEALTH AND WELFARE

24.1 Benefits

The benefits shall be as described in the Great West Life Benefit Plan Booklet dated February 1, 2005. There shall be no changes to the current benefit provisions without mutual agreement of the parties. The Employer shall pay 100% of the premiums for Basic Medical, Extended Health Plan, Dental Plan and Group Life as described in the Benefit Plan Booklet.

24.2 Employee and Family Assistance Program

- (a) A company-wide Employee and Family Assistance Program for employees and members of their immediate family, with whom the employee normally resides, shall be provided.
- (b) This employer-funded, confidential, assessment/referral service will be monitored by the Joint Labour Management Committee.
- (c) The Employer will consult with the Union regarding the selection of a service provider. The Employer will not select a service provider to which the Union has reasonable objections.
- (d) The Joint Committee shall develop an awareness package that can be incorporated into existing supervisor and union training programs.

24.3 Health and Welfare Plans

- (a) A copy of the contracts with the carriers for the extended health care, dental and group life plans shall be sent to the President of the Union.

ARTICLE 25 - WORK CLOTHING

25.1 Protective Clothing

The Employer agrees to supply individual issue coveralls (maximum one pair per week) per employee.

25.2 Supply of Safety Equipment and Materials

The Employer will supply all safety equipment/material required for the job under WCB Regulations on an individual basis.

25.3 Boot and Rain Gear Allowance

The Employer shall reimburse employees upon the production of a receipt for the purchase of safety-toed footwear and appropriate rain gear once per calendar year to a maximum of \$200.00.

25.4 Replacement Provisions

An employee who is in receipt of an issue of coveralls/safety equipment shall have the items replaced when they surrender unserviceable items previously issued.

25.5 Clean-up Time

Employees shall be permitted reasonable time during their shift for clean-up purposes.

25.6 Locker and Changing Facilities

Subject to physical limitations, the Employer will provide locker and changing facilities where employees are required to change or store clothes during the normal course of their duties.

ARTICLE 26 - PAYMENT OF WAGES AND ALLOWANCES**26.1 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.

26.2 Paydays

- (a) Employees shall be paid biweekly every second Friday. Terminating employees will receive their final pay within eight days of the end of their final pay period.
- (b) A comprehensive statement detailing all payments, allowances and deductions shall be provided in each pay period. All premiums and allowances payable shall be paid out no later than the payday at the end of the second biweekly pay period after the pay period in which the premium was earned.
- (c) The Employer shall provide for the direct deposit (electronic funds transfer) of the employee's pay in a participating chartered bank, trust company or credit union of the employee's choice on or before the appropriate payday. Employee participation shall be compulsory except where access to a financial institution with capability of accepting direct deposit is not available.
- (d) If the pay is not available on the payday, the Employer shall arrange for the employee to be provided on the payday with an adequate advance on their salary.

26.3 Rates of Pay

- (a) Employees shall be paid in accordance with the following rates of pay negotiated by the parties to this agreement.
- (b) The distribution of pay shall be done in such a manner that the details of the pay shall be confidential.

Upon ratification each employee shall receive a lump sum payment of \$250.00.

Classification	Current	17 Jan 2017	17 Jan 2018	17-Jan 2019	17 Jan 2020
Journeymen electrician	37.00	38.25	39.50	40.75	42.00
Electrical services superintendent	46.25	47.18	48.11	49.04	49.97

Apprentice Electrician: Percentage of Journeyman Electrician rate as follows:

- 1st term (55%)
- 2nd term (60%)
- 3rd term (65%)
- 4th term (70%)
- 5th term (75%)
- 6th term (80%)
- 7th term (85%)
- 8th term (90%)

These rates would only apply to new employees hired after March 1, 2016

26.4 High Time Premium

A premium allowance of \$5.00 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 50 feet above the surrounding terrain and not in a bucket truck.

26.5 Meal Allowances - Overnight Travel Only

Employees required to travel or stay overnight away from their headquarters shall be entitled to the following meal allowance:

Breakfast:	\$15.00
Lunch:	\$18.00
Dinner:	\$25.00

Suitable hotel room accommodation shall be arranged and paid for, or reimbursed by, the Employer. Employees who choose, instead, to stay in non-commercial lodging shall be entitled to claim \$40.00 per day.

26.6 Upgrading Qualifications

Where the Employer requires an employee to upgrade their 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.

ARTICLE 27 - AUXILIARY EMPLOYEES

An auxiliary employee shall receive a letter of appointment clearly stating their employment status and expected duration of employment. All auxiliary employees will be term employees with a term no longer than six months per term.

(a) Health and Welfare

In lieu of health and welfare benefits, auxiliary employees shall receive compensation of 65¢ (effective January 1, 2011) per working hour, up to a maximum of \$48.75 (effective January 2011) per biweekly pay period.

(b) Auxiliary employees will be entitled to receive vacation pay at the rate of six per cent (6%) of their regular earnings. Auxiliary employees shall receive their earned vacation biweekly. Auxiliary employees shall be compensated for the paid holiday who have worked or received pay at straight-time rates for 15 of the previous 30 days.

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

ARTICLE 28 - ELECTRICAL APPRENTICES**(a) Administration and Implementation of Apprentice Programs**

The Employer and the Union recognize that Apprenticeship Programs are the normal procedure for obtaining journeyman qualifications. Administration and implementation of Apprenticeship Programs will be administered by the Employer.

(b) Apprentices Attending School as required by the BC Industry of Trade Authority

When an apprentice is attending school as required by the BC Industry Trade Authority, they shall be granted a leave of absence without pay for the duration they attend school.

ARTICLE 29 - GENERAL CONDITIONS**29.1 Tools**

(a) Employees shall provide their own hand tools. The Employer will supply all other tools necessary for the employees to efficiently perform their duties.

(b) The Employer shall replace hand tools and tool boxes required for the job, which may be lost or broken while used on the job, upon reasonable proof of such loss or breakage, and proof that there has been no negligence on the part of the employee. Replacement shall be of equal quality.

29.2 Indemnity

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

(b) *Criminal Actions* - where an employee is charged with an offence resulting directly from the proper performance of their duties and is subsequently not found 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) Where an employee is required to defend their professional actions arising out of the proper performance of their duties, in a proceeding before their professional licensing body, the Employer will provide either legal counsel or, at the Employer's option, reimbursement of reasonable legal fees incurred in such defence.

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

(1) when the employee is first approached by any person or organization notifying them of intended legal action against them;

(2) when the employee themselves require or retain 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 they might be the object of legal action; or
- (5) when the employee receives notice of any legal proceeding of any nature or kind.

29.3 Copies of Agreements

- (a) The Union and the Employer desire every employee to be familiar with the provisions of this agreement, and their 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.
- (b) All agreements shall be printed in a union shop and shall bear a recognized union label.

ARTICLE 30 - PENSION PLAN

- (a) The Employer agrees to remain a contributing Employer to the Public Service Pension Plan as long as the Public Service Pension Plan accepts the Employer as a contributor to the Plan.
- (b) The Employer further agrees to abide by the Public Service Pension Plan Rules, made under the Public Service Pension Plan Joint Trust Agreement, pursuant to the authority of the *Public Sector Pension Plan Act R.S.B.C. 1999, c44*, as it applies to the Employer and its qualifying employees.
- (c) Where a difference arises between the parties relating to the interpretation or administration of the Public Service Pension Plan, including any question as to eligibility, the parties agree to present the difference, in writing, to the Pension Corporation for resolution.
- (d) The parties to this agreement concur that the resolution from the Pension Corporation shall be final and binding on both parties.

ARTICLE 31 - TERM OF AGREEMENT

31.1 Duration

This agreement shall be binding and remain in effect to midnight January 16, 2021.

31.2 Notice to Bargain

- (a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after October 31, 2020, but in any event not later than midnight, December 31, 2020.
- (b) Where no notice is given by either party, both parties shall be deemed to have given notice under this clause on December 31, 2016, and thereupon Clause 31.1 applies.
- (c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the Company President.

31.3 Commencement of Bargaining

Where a party to this agreement has given notice under Clause 31.2, the parties shall, within 14 days after the notice was given, commence collective bargaining.

31.4 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.

31.5 Agreement to Continue in Force

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

31.6 Effective Date of Agreement

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

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

Stephanie Smith
President

Wayne Keiser, General Manager
Director Business Development

Richard McCreight
Bargaining Committee

Ryan Trethewey
Bargaining Committee

Cheryl Prowse
Staff Representative

Dated this _____ day of _____, 20_____.