

COLLECTIVE AGREEMENT

between the

**NECHAKO NORTHCOAST CONSTRUCTION – TERRACE
(SERVICE AREA 26)**

and the

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

Effective to March 31, 2027

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DEFINITIONS

For the purpose of this agreement:

- (1) "*Bargaining unit*" means all employees of the maintenance contractor in Contract Area 26 except those excluded by the *Act* and those mutually agreed to between the parties to this agreement. If mutual agreement cannot be reached either party may refer the matter to arbitration.
- (2) "*Bargaining unit work*" means all work including contracting work performed by the Employer and all road and bridge maintenance work required by the Province of BC performed by the Employer in Contract Area 26.
- (3) "*Basic pay*" means the rate of pay negotiated by the parties to this agreement, including add-to-pay resulting from salary protection.
- (4) "*Child*" wherever the word "*child*" is used in this agreement, it shall be deemed to include a ward of the Superintendent of Family and Child Services, or a child of a spouse;
- (5) "*Classification Series*" is a grouping of similar occupations performing a variety of semi-skilled and skilled duties.
- (6) "*Contract Area*" means the geographic maintenance area as negotiated between the Employer and the Province of BC.
- (7) "*Day of rest*" in relation to employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties of their position.
- (8) "*Demotion*" means a change from an employee's position to one with a lower salary.
- (9) "*Employee*" means a member of the bargaining unit and includes;
 - (a) "*Regular*" meaning an employee who is employed for work which is of a continuous full-time or continuous part-time nature.
 - (b) "*Auxiliary*" meaning an employee who is employed for work which is not of a continuous nature, including as and when required.
- (10) "*Employer*" means the incumbent highways maintenance contractor.
- (11) "*Holiday*" means the twenty-four (24) hour period commencing at 0001 hours of a day designated as a paid holiday in this agreement.
- (12) "*Hours travelled*" means hours spent travelling from point to point on an hourly or daily basis laid down by the Employer and does not include meal breaks, lodging time, or time spent other than travelling.
- (13) "*Lateral Transfer*" or "*transfer*" means the movement of an employee from one position to another pursuant to Article 13.8.
- (14) "*Layoff*" includes a cessation of employment or elimination of a job resulting from a reduction of the amount or work required to be done by the Employer, a reorganization, program termination, closure or other material change in organization and where, should work become available, employees will be recalled in accordance with Article 13 or 31.
- (15) "*Leave of absence with pay*" means to be absent from duty with permission and with current pay.
- (16) "*Leave of absence without pay*" means to be absent from duty with permission but without pay.

- (17) "*Point of Assembly*" means that location where an employee regularly reports for work assignments within their seniority block.
- (18) "*Probation*" means the first sixty (60) working days of employment.
- (19) "*Promotion*" means a change from an employee's position to one with a higher salary level.
- (20) "*Qualified*" means that the employee meets the minimum requirements of the classification.
- (21) "*Relocation*" means the movement of an employee from one seniority block or their regular point of assembly to another.
- (22) "*Resignation*" means a voluntary notice by the employee, in writing, that they are terminating their service on the date specified.
- (23) "*Rest period*" is a paid interval which is included in the workday and is intended to give the employee an opportunity to have refreshments or a rest.
- (24) "*Seniority block*" means that geographic area in which an employee earns and maintains seniority as per Article 13.6.
- (25) "*Shift*" means the period of scheduled straight-time working hours on a scheduled workday where the hours scheduled are consecutive except for the meal period.
- (26) "*Steward*" means the Union's representative at the local level.
- (27) "*Spouse*" includes husband, wife and common-law spouse.
- (28) "*Termination*" is the separation of an employee for just cause.
- (29) "*Temporary Assignment*" for the purposes of Article 13.9 temporary assignment shall be defined as a work assignment(s) of twenty (20) days or less in a calendar year.
- (30) "*Travel status*" with respect to an employee means absence of the employee from their seniority block on the Employer's business with the approval of the Employer.
- (31) "*Union*" means the B.C. Government and Service Employees' Union.
- (32) "*Workday*" is a period of twenty-four (24) consecutive hours commencing with the starting time of any shift. For the purpose of calculating compensatory overtime rates only, the time worked prior to, but adjoining to, a shift shall be deemed as time worked after a shift.
- (33) "*Work group*" is a crew or number of crews which work from a common point of assembly and perform work of a similar nature in a defined seniority block (i.e. road crew, bridge crew, mechanical crew, etc.). Where more than one (1) group works from a common point of assembly the work groups will be named by the Employer.
- (34) "*Work schedule*" means the roster of work hours and days, start and finish times, length of scheduled workday, shift patterns and where appropriate, averaging periods in order to meet the annual hours of work.

ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

The purpose of this agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union. The parties to this agreement share a desire to improve the quality

of road and bridge maintenance for the travelling public. Accordingly, they are determined to establish, within the framework provided by the law, an effective working relationship at all levels.

1.2 Future Legislation

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

1.3 Conflict with Policy

In the event that there is a conflict between the contents of this agreement and any policy made by the Employer, or on behalf of the Employer, this agreement shall take precedence over the said policy.

1.4 Harassment

- (a) The Union and the Employer recognize the right of employees to work in an environment free from harassment. Such grounds include, but are not limited to sex, race, religion, colour, marital status, sexual orientation, family status, disability and personal harassment.
- (b) If there is an allegation of harassment, the employee will inform the next highest level of Management not involved in the allegation, in writing, and request assistance resolving this issue within thirty (30) days of the alleged occurrence. Such Management or their designate to investigate the allegation, take steps to resolve the concern as appropriate within thirty (30) days of the issue being raised by the employee and will discuss the proposed resolution with the employee. An employee shall have the right to have a steward present during these discussions.
- (c) If the proposed resolution is unacceptable to the employee, the employee may proceed with a grievance to be filed at Step 2 of the grievance procedure.
- (d) The Employer will, within five (5) days of receipt, notify the Union of all harassment complaints which it receives.

1.5 Anti-Bullying

- (a) The Employer and Union support the rights of all people to work in an environment free from bullying. Everyone is expected to adhere to acceptable conduct at all time by respecting the rights and feelings of others and by refraining from any behaviour that might be harmful to others.
- (b) The Employer agrees to maintain an anti-bullying policy in compliance with WorkSafeBC that includes a complaint procedure.

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.1 Bargaining Unit Defined

- (a) The bargaining unit shall comprise all employees of the Employer, working in Contract Area 26 except those employees in positions mutually agreed to between the parties as managerial and/or confidential exclusions or those positions excluded under the *Labour Relations Code*.
- (b) Positions excluded by this agreement shall be as described in Appendix 5 "*Excluded Personnel*".

(c) Incumbents of new positions established by the Employer shall automatically be included in the bargaining unit unless specifically excluded by mutual agreement between the parties or excluded under the *Labour Relations Code*.

2.2 Bargaining Agent Recognition

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

2.3 Correspondence

(a) The Employer agrees that all correspondence between the Employer and the Union related to matters covered by this agreement shall be sent to the President of the Union or their designate.

(b) The Union agrees that all correspondence between the Union and the Employer related to matters covered by this agreement shall be sent to the President of the Company or their designate.

(c) The parties agree that a copy of any correspondence between one party and any employee in the bargaining unit covered by this agreement pertaining to the interpretation of this agreement shall be forwarded to the other party's appropriate designate.

2.4 No Other Agreement

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

2.5 No Discrimination for Union Activity

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

2.6 Recognition of Stewards

(a) The Employer recognizes the Union's right to appoint stewards and the Union shall notify the Employer of such appointments, in writing. A steward shall obtain the permission of their supervisor prior to leaving their work area to attend to union duties relating to the Employer's operations. Leave for this purpose shall be with current pay and permission shall not be unreasonably withheld. On resuming their duties the steward shall notify their supervisor.

(b) The duties of stewards shall normally include but are not limited to:

- (1) investigation of complaints;
- (2) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
- (3) supervision of ballot boxes and other related functions during union votes;
- (4) attending meetings at the request of the Employer.

(c) Subject to a recognized lack of other facilities, the Employer will not unreasonably withhold approval to utilize employer assembly rooms for the purpose of the election of a union steward on the employee's time. This article is subject to the availability of a suitable employee who shall accept responsibility for the care of equipment and facilities in the place of work while the election is being conducted.

2.7 Union Bulletin Boards

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

2.8 Union Insignia

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

2.9 Right to Refuse to Cross Picket Lines

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

2.10 Time Off for Union Business

- (a) Leave of absence without current pay and without loss of seniority, shall be granted by the Employer for:
 - (1) an elected or appointed union representative to attend conventions of the Union and bodies to which the Union is affiliated;
 - (2) an elected or appointed union representative to attend to union business which required them to leave their general work area;
 - (3) for employees who are representatives of the Union on the bargaining committee to attend meetings of the Committee;
 - (4) to an employee called by the Union to appear as a witness before an arbitration board.
- (b)
 - (1) Leave of absence without loss of current pay or seniority shall be granted to union appointees who are attending and may require travel time to attend the Labour/Management Committee.
 - (2) *Chief Stewards* - leave of absence with current pay, benefits and without loss of seniority will be granted to one (1) chief steward three (3) days per year to deal with collective agreement related problems on the worksites within the contract area.
- (c) To facilitate the administration of union leaves without pay, the leave shall be given at current pay and the Union shall reimburse the Employer for salary and benefit costs.

(d) The Union shall provide the Employer with fourteen (14) calendar days' notice prior to the commencement of such leave. The Employer will not unreasonably withhold the granting of such leave where less than fourteen (14) calendar days' notice is given.

2.11 Union Bargaining Committee

The Union's Bargaining Committee shall consist of up to three (3) employees and leave of absence with current pay will be granted to three (3) employees in order for them to be present at negotiation meetings with the Employer. The Union shall have the right to have, at any time, the assistance of members or the staff of the Union when negotiating with the Employer. The leave shall apply to days of negotiation.

2.12 Office Use/Union Representatives

(a) Union representatives shall be permitted entry to the Employer's premises in order to carry out their required duties. Union representatives shall notify the designated supervisor in advance of this requirement and shall also indicate the purpose for entering. Union representatives shall not interfere with the operational requirements of the Employer.

(b) The Employer shall make available to union representatives, temporary use of an office or similar facility to conduct confidential investigation of grievances.

(c) Union representatives include the President, staff, stewards and executive members.

(d) The Employer shall allow reasonable use of assembly rooms or similar facilities for the purpose of conducting union meetings on the employee's time provided it does not interfere with operational requirements or result in any additional costs to the Employer.

2.13 Emergency Services

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

2.14 No Interruption of Work

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

ARTICLE 3 - UNION SECURITY

All employees shall as a condition of employment, on date of hire, become members of the Union, and maintain such membership.

ARTICLE 4 - CHECK-OFF OF UNION DUES

4.1 Union Dues and Assessments

(a) The Employer, shall, as a condition of employment, deduct from the wages 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 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 Union not later than twenty-eight (28) days after the date of deduction and the Employer shall also provide the following information to the Union with every regular dues remittance, except as noted below:

- (1) Member SIN XXXXXXXXXX, nine digits, no dashes or spaces
- (2) Member last name
- (3) Member first name
- (4) Dues XXXX.XX – no commas or dollar signs
- (5) Gross wages for period XXXX.XX – no commas or dollar signs
- (6) Job/position title
- (7) Service start date yyymmdd
- (8) Appointment code: regular, auxiliary, etc.
- (9) Work location name
- (10) Work location address*
- (11) Member address
- (12) Member work phone XXXXXXXXXX 10 digits, no dashes or spaces*
- (13) Member home phone XXXXXXXXXX 10 digits, no dashes or spaces
- (14) Member cell phone XXXXXXXXXX 10 digits, no dashes or spaces
- (15) Member home email

Items (1) – (5) above will be provided with the regular dues remittance. Items (6) – (15) above will be provided, if available, and at a minimum of a quarterly basis, preferable with the dues remittance. The Employer will provide the above electronically. If the Employer's computer system will allow, the above noted information will be provided electronically in the file formats ".csv" or ".xls or xlsx". If the Employer is unable to provide the file in ".csv" or ".xls" format, then ".pdf" file formats are acceptable.

ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES

The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. A new employee shall be advised of the name and location of the name, phone number, email address and location of the new employee's steward in the letter of hiring. Whenever the steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce them to their steward, who will provide the employee with a copy of the collective agreement.

The steward will be allowed to spend fifteen (15) minutes without loss of pay orienting the new employee with respect to the collective agreement, which shall be scheduled by the Employer, following consultation with the steward, to ensure that its operations are not adversely affected.

ARTICLE 6 - EMPLOYER RIGHTS

6.1 Employer Recognition

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

6.2 Bargaining Unit Work

Excluded employees shall not perform bargaining unit work. Managerial exclusions are permitted to work in the following circumstances:

- (a) in an emergency situation where bargaining unit employees are not immediately available;

- (b) in the case of an emergency, bargaining unit members will be called to work immediately and management shall cease to perform the bargaining unit work when bargaining unit employees in sufficient numbers arrive on the scene;
- (c) instruction of employees in addition to Operator Training as defined in Article 30.3.

6.3 Assignment of Work

The Employer has the right to assign work across classifications, including bargaining unit supervisors, and seniority blocks throughout its entire contract area and to manage the work programs in all respects except as specifically modified or specially limited by the collective agreement.

ARTICLE 7 - EMPLOYER/UNION RELATIONS

7.1 Union and Employer Representation

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

7.2 Technical Information

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

7.3 Labour/Management Committee

- (a) The Employer and the Union agree to establish a labour/management committee comprised of two (2) employer designates and two (2) union designates together with the local union staff representative. The Committee shall meet quarterly or at the request of either party.
- (b) The Committee shall be co-chaired by an employer and union representative. The purpose of the meetings shall be to exchange information of mutual interest, to review administrative matters arising from this agreement to review trends in training programmes for the purpose of evaluating potential employee needs, and to maintain effective union/employer relations. Any discussions of grievances, as defined by this agreement, shall be treated strictly on a "*without prejudice*" basis.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.1 Grievances

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

8.2 Step 1

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

8.3 Step 2

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

8.4 Time Limit to Submit to Arbitration

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

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

8.5 Policy Grievance

Either party may submit a policy grievance respecting the general application, interpretation, or an alleged violation of an article of this agreement, within twenty-one (21) calendar days of the occurrence or first becoming aware of the action or circumstance giving rise to the grievance, at arbitration pursuant to Article 9.1

8.6 Suspension or Discharge

In the event of a grievance arising from an employee's suspension or dismissal for just cause, the Employer agrees to notify the employee in writing setting out the grounds for the Employer's action. A copy of the notice will be sent to the Union's designate. Grievances arising from suspension or dismissal shall be filed at arbitration pursuant to Article 9.1 within twenty-one (21) calendar days of the suspension or dismissal.

8.7 Time Limits

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

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

8.8 Administrative Provisions

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

8.9 Technical Objections

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

8.10 Deviation from Grievance Procedure

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

ARTICLE 9 - ARBITRATION

9.1 Notification

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

9.2 Pre-Arbitration Meeting

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

- Julie Nichols
- Mark Brown
- Corrin Bell
- Mark Atkinson
- Colin Taylor

The Arbitrator shall be selected on a rotational basis in the above order, provided they are available to convene a hearing within sixty (60) days, or as mutually agreed to by the parties. Should none of the Arbitrators be available within the sixty (60) day period, then the parties may by mutual agreement select an alternative arbitrator.

9.3 Decision of the Arbitrator

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

9.4 Time Limit for Decision

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

9.5 Costs

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

9.6 Expedited Arbitration

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

- (1) policy grievances;
- (2) grievances requiring substantial interpretation of a provision of the agreement; and
- (3) grievances requiring presentation of extrinsic evidence.

By mutual agreement, a grievance falling into any of these categories may be placed into the expedited arbitration process.

(b) An arbitrator shall be selected on a rotational basis from the list contained in Article 9.2. Should none of the Arbitrators be available within the thirty (30) day period then the parties may by mutual agreement select an alternative arbitrator.

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

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

(e) A grievance determined by either party that falls within one of the categories listed in Article 9.6(a) above, may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to Article 9.2.

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

9.7 Amending Time Limits

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

ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE

10.1 Burden of Proof

The parties recognize that the Employer has the right to discipline for just cause. In all cases of discipline, the burden of proof of just cause shall rest with the Employer.

10.2 Right to steward

(a) An employee will be advised in advance of the subject or purpose of any meeting with the Employer which may be the basis of disciplinary action in order for the employee to contact a steward and have the steward present if they feel it necessary.

(b) A steward will be advised in advance of the subject or purpose of any meeting with the Employer which may be the basis of disciplinary action against the steward in order for the steward to contact a union representative and have the Union representative present if they feel it necessary.

10.3 Right to Grieve Other Disciplinary Action

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports or employee appraisals. An employee shall be given a copy of and shall sign acknowledging receipt of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record. The Employer agrees not to introduce as evidence in any hearing, any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

10.4 Suspension or Discharge

In the event of a grievance arising from an employee's suspension or dismissal, the Employer agrees to notify the employee, in writing, setting out the grounds for the Employer's action. A copy of the notice will be sent to the Union's designate within five (5) calendar days. Grievances arising from suspension or dismissal shall be filed at arbitration pursuant to Article 9.1 within twenty-one (21) days of the suspension or dismissal.

10.5 Probationary Period

- (a) Each new employee shall serve a probationary period of sixty (60) working days from date of hire during which time the Employer shall assess suitability for continued employment.
- (b) The Employer, during the probationary period may release the employee for unsuitability for continued employment providing the factors involved in suitability could reasonably be expected to affect work performance. A rejection during probation shall not be considered a dismissal for the purpose of Article 10.4.
- (c) Where an employee feels they have been aggrieved by the decision of the Employer to reject the employee during the probationary period, the employee may file a grievance at Step 2.

10.6 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). Written censures, letters of reprimand, adverse reports or any disciplinary action recorded on an employee's personnel file shall be removed after the expiration of twelve (12) months' from the date it was issued, provided there has not been a further infraction.

10.7 Administration of Discipline

Excluded personnel only shall administer formal discipline.

ARTICLE 11 - SENIORITY

11.1 Service Seniority Defined

- (a) Service seniority for regular employees shall be defined as the length of service with the Employer, and shall include unbroken service seniority, as a regular, accrued with the Public Service of BC prior to privatization plus all service seniority accrued with previous maintenance contractors in Contract Area 26.

(b) Service seniority for auxiliary employees shall be defined as the total number of straight-time hours worked with employer plus all accumulated straight-time hours without a break in service with the Public Service of BC prior to privatization plus all accumulated straight-time hours accrued with previous maintenance contractors in Contract Area 26.

(c) When two (2) or more employees have equal seniority, the order of establishing their relative seniority shall be determined by the employees service start date with the Province of BC or with a maintenance contractor in Contract Area 26. Where the service start dates are equal, their relative seniority will be determined by chance as mutually agreed to between the employees and the Union.

11.2 Seniority Lists

The Employer will prepare seniority lists quarterly, January 1st; April 1st; July 1st; and October 1st, for each classification series within a seniority block. The information will show each person's point of assembly, classification, regular or auxiliary status, seniority and service start date. These lists will be posted on the appropriate bulletin boards with copies sent to the Union.

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

11.3 Loss of Seniority for a Regular Employee

(a) A regular employee shall lose their seniority with the Employer in the event that:

- (1) they are discharged for cause;
- (2) they resign their position;
- (3) accepts a position with the Employer which is outside the bargaining unit, except for temporary appointments for less than forty-five (45) working days. This period may be extended by mutual agreement between the parties. During this period an employee will continue to pay union dues at their old rate and remain a member of the bargaining unit;
- (4) accepts a severance payment in accordance with Article 13;
- (5) refuses a regular position with the Employer while on layoff within the seniority block from which they were laid off;
- (6) declines while on layoff three (3) offers of temporary work assignments of three (3) consecutive months' or more;
- (7) is on layoff for more than eighteen (18) months'.

(b) A regular employee on a claim recognized by the Workers' Compensation Board or ICBC for on-the-job injury shall be credited with service seniority to what they would have earned had they not been absent and been able to work.

11.4 Loss of Seniority for an Auxiliary Employee

(a) An auxiliary employee shall lose their seniority in the event that:

- (1) they are terminated for cause;
- (2) they voluntarily terminate or abandon their position;

- (3) employees will have six (6) months' recall until they have amassed five hundred (500) straight-time hours at which time they will have nine (9) months' recall;
 - (4) they are unavailable for, or decline three (3) offers of re-employment as provided for in Article 31.3; or
 - (5) they become a regular employee.
- (b) Notwithstanding Article 11.1(b) an auxiliary employee on sick leave which does not exceed five (5) days,
- (c) or on a claim recognized by the Workers' Compensation Board or a work related ICBC claim, shall be credited with service seniority to what they would have earned had they not been absent and been able to work.

11.5 Re-Employment

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

ARTICLE 12 - PROMOTIONS, VACANCIES AND JOB POSTINGS

12.1 Senior Qualified Applicant within the Seniority Block

When a vacancy for a regular position or new position occurs and is required to be filled pursuant to Article 12.9, the Employer shall offer the position to employees within the seniority block in the following sequence:

- (a) senior qualified regular employee in the classification series;
- (b) senior qualified regular employee in another classification series;
- (c) senior qualified auxiliary employee.

12.2 Posting of Vacancies

Where a vacancy not filled in accordance with Article 12.1 occurs, the position shall be posted on designated union bulletin boards throughout the contract area for fourteen (14) calendar days. Where there is more than one applicant for a position, an observer appointed by the Union may be present at the interview.

12.3 Job Posting Information

All job postings including postings of a temporary nature shall indicate the nature of the position, qualifications required, assembly point, hourly rate, whether shift work is involved, date of posting and date of closing. A copy of the posting will be forwarded to the appropriate union area office.

12.4 Posting Awards

The position shall be awarded within thirty (30) calendar days of posting. Appointments shall be made on the basis of seniority subject to the employee meeting the qualifications as defined in the classification specifications. The Employer shall provide the Union with a copy of all job posting awards and shall post such awards on all bulletin boards.

12.5 Supervisory Vacancies

The parties agree that vacancies in the classification of T.S. and above and permanent R.F.I. and above will be posted pursuant to Article 12.2 and the selection of the successful applicant will be based on the relative abilities of the applicants. Where two (2) or more applicants are of equal ability the senior applicant will be awarded the position.

12.6 Notification of Unsuccessful Applicants and Grievance Process

(a) Unsuccessful applicants to positions will be notified of the name and classification of the successful applicant. An unsuccessful candidate may request an explanation from the supervisor by telephone of the reasons why they were unsuccessful, and receive an oral explanation. If a candidate wishes the reasons in writing, their request must be in writing to the supervisor. Within five (5) calendar days of receipt of the employee request, the supervisor will reply to the employee. Where no written requests have been received by the supervisor within fourteen (14) calendar days of the date of the notice being sent to the Union pursuant to Article 12.4, the successful applicant shall be awarded the position.

(b) Grievances must be filed at Step 2 within seven (7) calendar days of receipt of the Supervisor's reply. Where a grievance has been filed, no permanent placement shall take place until the grievance has been resolved. The Employer may temporarily award the position subject to the resolution of any grievance.

12.7 Interview Expenses

Applicants for a posted position shall be granted leave of absence with pay as required for an interview. The applicant will have their travelling, accommodation and meal expenses paid.

12.8 Trial Period

Where a bargaining unit employee is promoted, they will be placed on trial for a forty-five (45) working day period, and upon satisfactory completion of the trial period will be confirmed in the position in writing by the Employer. If an employee is unable to perform the duties of the new position, they will be returned to the former position held. Any other employee(s) transferred or promoted as a result of the original job posting will also be returned to their former status.

12.9 Filling of Regular Vacancies

- (a) The Employer shall fill regular vacancies in the Service Area up to the regular complement.
- (b) The Employer agrees to fill vacancies, within thirty (30) calendar days.

12.10 Filling of Temporary Vacancies

- (a) The Employer shall fill vacancies (with the exception of annual vacation or CTO) of a temporary nature created as a result of a regular employee using any provision of this collective agreement which results in an absence which exceeds thirty (30) calendar days. If this position is filled by an auxiliary employee the employee shall qualify for benefits six (6) months' after they filled the position and shall be subject to the provisions of the Plan(s).
- (b) Where a temporary vacancy occurs it shall be filled on the twenty-ninth (29th) pursuant to Article 12.1.
- (c) Where subsequent vacancies are created as a result of Article 12.10(b), those vacancies shall be filled immediately pursuant to Article 12.1.

- (d) It is understood that employees who fill vacancies temporarily shall return to their former position and status should the employee referred to in Article 12.10(a) return to their regular position.
- (e) Vacancies created as a result of a regular employee's absence on long-term disability or Workers' Compensation shall be considered a regular vacancy for the purpose of Article 12.9 on the date the employee is determined to be totally disabled from any occupation or after twenty-four (24) months'.

12.11 Letter of Preference

Employees shall be allowed to submit a "*Letter of Preference*" to bid on a job posting that might become available while the employee is on vacation or other authorized leave.

12.12 Regular Complement (New)

The Employer shall maintain a minimum of 18 regular employees in the Service Area at all times. Vacancies will be filled pursuant to the clauses in this article as noted above.

ARTICLE 13 - LAYOFF AND RECALL

13.1 Layoff Protection

The Employer agrees that employees listed in Memorandum of Understanding #7, will not be subject to layoff.

In the event the scope of work in the service area is changed by the Province of British Columbia, the parties agree to meet and to renegotiate the regular complement number and/or the MOU 7 Group. The parties seeking the adjustment shall notify the other, in writing and the onus for justifying any proposed change shall rest with the party initiating the process. Discussion for any adjustment to the regular complement number and/or the MOU 7 Group number shall be facilitated through the Labour Management Committee, which will meet within two (2) weeks' of notice being given.

Should the parties fail to agree on an appropriate regular complement number and/or the MOU #7 Group the matter shall be referred to arbitration pursuant to Article 9 for resolution. The Employer may implement the change until a settlement is reached.

13.2 Role of Seniority in Layoff

- (a) In the event of a layoff, regular employees will be laid off by reverse seniority in a classification within a classification series within a seniority block. The Employer shall give the employee twenty (20) calendar days advance notice in writing. More senior employees may express an interest in being laid off before junior employees. It is recognized that Management retains the right to grant or not grant such a request.
- (b) Layoff of auxiliary employees shall be by classification, in reverse order of seniority within a seniority block.

13.3 Options Upon Layoff

A regular employee affected by a layoff may choose by indicating to the Employer in writing, one of the following options in the following sequence:

- (a) fill a vacancy within the company provided they have the necessary qualification to perform the job;

- (b) bump a junior employee in the same classification series within the contract area provided they have the necessary qualifications to perform the job;
- (c) bump the junior employee in another classification series in the same or another seniority block. In doing so they must have the necessary qualifications;
- (d) an employee exercising Article 13.3(a) or (b) above will be paid relocation expenses;
- (e) an employee who bumps or fills a vacancy pursuant to Article 13.3(a) or (b) above will not have their salary reduced. However, such employee shall receive fifty percent (50%) of negotiated salary increases until the salary of the employee's new classification equals or exceeds the salary which the employee is receiving;
- (f) opt for early retirement where an employee is fifty-five (55) years or older and where an employee opts for early retirement they will receive the appropriate severance pay pursuant to Article 13.4(b)(1) or 13.4(b)(2), as the case may be;
- (g) opt to be placed on a recall list for a period of one (1) year for the purposes of recall to a regular position within the company.

13.4 Severance Pay

In the event that no options are available under Article 13.3(a) or (b) above, or in the event the employee does not opt for early retirement or being placed on the recall list, the employee may opt for severance pay subject to the following terms and conditions:

- (a) Severance pay is not payable by the employer where:
 - (1) the employee is an auxiliary; or
 - (2) the employee has opted to be placed on a recall list for a period of one (1) year for the purposes of recall to a regular position within their seniority block; or
 - (3) a decision by the employer or the government of British Columbia not to renew their contract for highway and bridge maintenance in Area 26; and
 - (i) operations of highway and bridge maintenance in Area 26 reverts to the government of British Columbia; or
 - (ii) another employer assumes the operation of highway and bridge maintenance in Area 26 and that employer is a successor under the *Labour Relations Code* to the employer. However, if the other employer assuming the operation of highway and bridge maintenance in Area 26 is not considered a successor under the *Labour Relations Code*, the employer will be obligated to pay severance pay to its employees in accordance with the formula below.
- (b) Regular employees that are laid off in the normal course of business, not including the cessation of operations by the employer by virtue of non-renewal of their contract in Area 26, shall be entitled to severance pay based on the following formula:
 - (1) a regular employee with less than three (3) years' service seniority shall be entitled to severance pay in the amount of one (1) week's pay for every year of service or major part thereof.
 - (2) for regular employees with three (3) years' or more service seniority shall be entitled to severance pay as per the following:

- (i) for employees with one (1) year of completed employment, three (3) weeks' current salary;
 - (ii) for employees with two (2) years of completed employment, a total of six (6) weeks' current salary;
 - (iii) for each completed year thereafter, one-half ($\frac{1}{2}$) month's current salary.
- (3) an employee will not receive an amount greater than six (6) months' current salary.
- (c) Regular employees who attained that status after July 1, 2002, will be entitled to severance notice or pay in lieu of notice in accordance with the *Employment Standards Act* but not less than eight (8) weeks'.
- (1) At the end of MOT Contract #5 extension March 31, 2019 notice in lieu of severance is acceptable.

13.5 Recall of Employees

Recall of regular employees from the recall list will be in order of seniority within the contract area, provided the employee is qualified to perform the job after a period of familiarization. Auxiliary employees do not qualify for the period of familiarization. Auxiliary employees will not be offered work within the contract area where there are regular employees on layoff.

13.6 Seniority Blocks

Each of the following locations will be considered a separate seniority block:

- Salvus
- Terrace
- Kitimat
- Nass
- Usk Ferry

13.7 Relocations of a Temporary Nature

Regular employees who, on a temporary basis, or for winter shift purposes are required to relocate to a seniority block outside their normal seniority block, will have all pre-approved expenses such as meals, accommodation and travel provided for by the Employer.

13.8 Transfer Without Posting

The Labour Management Committee may grant lateral transfers or voluntary demotions within the company, for compassionate or medical reasons. Compassionate or medical reasons shall be defined as but not restricted to the following:

- (a) Illness of employee or family members requiring medical attention which is unavailable in the immediate area, e.g. spouse or dependant with kidney problems requiring dialysis on a regular basis.
- (b) Handicapped family members who require attention which is unavailable in the immediate area, for example, blind or deaf dependants who require special schooling,
- (c) Health circumstances which leave the member in a position where they are unable to work at the existing location.

- (d) The Labour/Management Committee may place an employee into a vacancy prior to filling as per Articles 12.1 and 12.2.

13.9 Temporary Assignment to Other Classification Series

Employees who are temporarily assigned to another classification series shall continue to accrue seniority in the classification series in which they are classified.

ARTICLE 14 - HOURS OF WORK

14.1 Hours of Work

- (a) The annual hours of work exclusive of meal periods taken away from the works station but including paid holidays will be two thousand and eighty (2080), which is equivalent to an average of forty (40) hours' per week. The two thousand and eighty (2080) annual hours means that all work schedules will be based on that figure.

14.2 Work Schedules

- (a) Annual work schedules will be mutually agreed to by the parties or their designates and chosen from the options in MOU #1. At least twenty-eight (28) days' advance notice in writing shall be given, as well as discussion at Labour Management meetings, other than in urgent or unanticipated circumstances where less than twenty-eight (28) days' notice is required. It is agreed that in case of a dispute, the current existing schedule shall be maintained unless and until changed in accordance with the remainder of this clause.
- (b) The Employer shall determine when various services are provided (hours of operation), the classification of positions and the number of employees required to provide that service.
- (c) Where a party proposes a change to an hours of work schedule, mutual agreement is required. A change in the work schedule may be for a particular work group or to the entire service area as determined by the Employer.
- (d) Mutual agreement for the purpose of the article and MOU #1 means mutual agreement with the Union and not with each individual affected employee. However, the Union will put any proposed change from an existing schedule that is requested by either party to the membership affected by the change. If more than fifty percent (50%) of all those affected vote in favor of the change, then the Union will be in favor of the change.
- (e) The Employer will be entitled to meet with the affected work group(s) in advance of the Union conducting a vote to explain the reasons for and intended operation of the proposed schedule.
- (f) Once a new schedule has been implemented, it would require "*mutual agreement*" to change again, unless the parties agree beforehand on a "*sunset*" provision for the new schedule.
- (g) If no mutual agreement can be reached and the Employer requires a particular work schedule for operational reasons, the matter may be referred to expedited arbitration pursuant to Article 9.1. The Arbitrator will consider the Employer's operational needs, cost, and employee preferences in coming to a decision. Such decision and resulting schedule would be binding on the parties for at least six (6) months.
- (h) A copy of the signed agreement will be forwarded to the General Manager and area staff representative of the Union.

14.3 Conversion of Hours

- (a) *Lieu Days* - where an employee is granted a lieu day pursuant to Article 17.2, the time off granted will be equivalent to the regularly scheduled shift in effect at the time.
- (b) *Vacation* - where an employee is granted vacation pursuant to Clause Article 18.1, the annual vacation entitlement shall be converted to hours on the basis of a eight (8) hour day and vacation taken shall be deducted in accordance with the actual hours of the employee's daily shift in effect at the time the vacation is taken.
- (c) *Designated Paid Holidays* - where an employee is granted a designated paid holiday pursuant to Article 17, the time off granted will be equivalent to the regularly scheduled shift in effect at the time.

14.4 Rest Periods

All employees shall have two (2) ten (10) minute rest periods in each work period in excess of six (6) hours, one (1) rest period to be granted before and one (1) after the meal period. Employees working a period of three and one-half (3½) hours, but not more than six (6) hours shall receive one (1) rest period during such assignment. Rest periods shall not begin until one (1) hour after the commencement of work or not later than one (1) hour before either the meal period or the end of the shift. Rest periods shall be taken without loss of pay to the employees.

14.5 Standby Provisions

- (a) Where employees are required to stand by to be called for duty under conditions which restrict their normal off-duty activities, they shall be compensated at straight-time in the proportion of one (1) hour pay for each three (3) hours standing by. An employee designated for standby shall be immediately available for duty during the period of standby at a known telephone number. No standby payment shall be made if an employee is unable to be contacted or to report for duty when required.
- (b) Employees required to stand by under (a) above, will not be required to stand by on two (2) consecutive weekends or two (2) consecutive designated paid holidays, except by mutual agreement. This provision will not apply in emergency situations.
- (c) Employees required to stand by shall be assigned standby on an equitable basis considering the qualifications of employees required. Standby period will be scheduled to a maximum of twelve (12) hours per day.

14.6 Meal Periods

- (a) Recognized meal periods will be within the middle two (2) hours of the workday or shift. The normal meal period will not be less than one-half (½) hour and not more than one (1) hour. Lengthening of the scheduled workday will not be achieved by expanding the normal meal period except by mutual agreement.
- (b) Employees who are required to perform their duties during the meal period, shall be paid one and one-half times (1½x) the base rate for the duration of the recognized meal period and will be given a meal period with pay at another time in the shift or workday.
- (c) Provided that the limits for the meal and rest periods are not exceeded, employees may leave their workplace to take such breaks.

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

Subject to the hours of operation the length of workdays, start and finish times, shift patterns and shift schedules shall be negotiated at the local level according to recognized provisions of Article 14.8 below.

- (a) The minimum length of the scheduled workday will be eight and one-half (8½) hours (inclusive of a half hour unpaid break);
- (b) The normal days of rest except as otherwise required in winter shift schedules shall be Saturday and Sunday unless changed by mutual agreement.
- (c) Shift pattern and length of scheduled workday changes will be limited to a maximum of five (5) per year with a minimum duration of one (1) month for any shift pattern or scheduled workday length, except by mutual agreement at the local level.
- (d) Ferry Operators shift pattern of 4:2 shall run on a seven (7) day week.

14.8 Table of Recognized Workday Lengths and Shift Patterns

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

14.9 Days of Rest

The normal days of rest except as otherwise agreed, shall be Saturday and Sunday. Rest days for employees on travel status may be deferred by mutual agreement. The days of rest are as per Memorandum of Understanding #1. Usk Ferry Workers normal days of rest will be as per the posted schedule.

14.10 Split Shifts

No employee will be required to work a split shift.

ARTICLE 15 - SHIFT WORK

15.1 Definition of Shifts and Shift Premium Entitlements

- (a) *Definition of Shifts and Shift Premiums:*
 - "Day Shift" - all hours worked on any shift which starts between 4:30 a.m. and 12:29 p.m. inclusive
 - "Afternoon Shift" - all hours worked on any shift which starts between 12:30 p.m. and 8:29 p.m. inclusive.
 - "Night Shift" - all hours worked on any shift which starts between 8:30 p.m. and 4:29 a.m. inclusive.
- (b) *Shift Premiums:*

Shift	Current
Afternoon Shift	\$1.05 per hour
Night Shift	\$1.23 per hour

Effective April 11, 2018 the shift premiums will be increased by the Labour Component of the Annual Price Adjustment (COLA).

15.2 Shift Premium Entitlement

- (a) Employees working afternoon or night shift shall receive a shift premium for all hours worked on the shift.

(b) A part-time employee working less than the normal hours per day of a full-time employee will receive the afternoon shift premium for all hours worked on a shift more than half of which is regularly scheduled between 6:00 p.m. and 6:00 a.m., except that an employee regularly scheduled to start between 10:00 p.m. and 2:00 a.m. will instead receive the night shift premium.

(c) Shift premiums will apply to overtime hours worked in conjunction with a shift.

15.3 Notice of Work Schedules

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

(b) In the event that an employee's negotiated work schedule or shift is implemented without twenty-four (24) hours' advance notice, the employee will receive a premium at the applicable overtime rate for work performed on the first shift to which they changed, except that if the change results from no fault of the Employer, they shall not receive a premium at overtime rates but shall receive a premium of sixty-five cents (65¢) per hour for work performed on the first shift to which they changed.

15.4 Exchange of Shifts

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

15.5 Shortfall of Annual Working Hours

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

15.6 Rotation of Shifts

(a) Shift rotation shall only occur where there is majority agreement among the regular employees involved within the work group.

(b) Where a machine is being utilized on a regular basis on a day shift only, then the operator normally assigned shall not be required to enter into a winter shift pattern to operate other classes of machines.

(c) Where the shift schedule changes result in workdays of the new schedule, falling on days of rest of the old schedule, then every attempt shall be made to provide a minimum of one (1) rest day shift between shifts.

(d) Employees assigned to operate equipment on winter shifts shall sign up in the following order:

(1) by service seniority for all employees classified at the level of the work to be performed, followed by;

(2) service seniority for all employees from other classifications.

(e) Employees may elect to be laid-off for winter shift and continue to accrue seniority and maintain benefit coverage for MSP and EHB. (This applies to Bridgeworkers only).

15.7 Short Changeover Premium

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

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

15.8 Employees Working Away from Their Point of Assembly

Employees working away from their point of assembly, and who return on a daily basis, shall be compensated for all hours in transit to and from their regular assembly point.

15.9 Winter Weekend Shifts

A mechanic or apprentice shall not be scheduled to work more than one day (Saturday or Sunday) on a weekend, other than by mutual agreement between the employee and the employer.

Winter shifts in the mechanical shop will be selected on the basis of seniority.

So long as there are sufficient mechanics available for required weekend work, at least one shift will be a Monday to Friday shift.

15.10 Winter Shift for Highways Maintenance Crews

(a) The Union and the Employer recognize that the implementation for highway maintenance winter shifts is largely dependent on winter conditions and that shifts may have to be implemented on short notice.

(b) However, it is agreed that wherever possible the negotiations of these shift schedules pursuant to Article 14.2 should be undertaken at least forty-five (45) days prior to anticipated commencement and that fifteen (15) days should be provided for any sign up and selection process which is involved. Sign up must be completed by October 1st.

15.11 Reporting Pay

Employees who report for work at the call of the Employer, shall be guaranteed the minimum of:

(a) two (2) hours' pay at the employee's classified straight-time rate, if the employee does not commence work;

(b) four (4) hours' pay at the employee's classified straight-time rate, if the employee does commence work.

15.12 Copies of Shift Schedules to the Union

Copies of the agreed to shift schedules will be sent to the appropriate union area office.

15.13 Scheduled Earned Time Off

(a) Earned time off will be banked and scheduled off by mutual agreement based on operational requirements.

(b) Where an employee is not able to schedule their earned time within a twelve (12) month period from the time it was earned, there shall be a cash adjustment at one and half times the rate payable at the employee's request.

(c) Ten (10) days earned time off may be taken off along with annual vacation upon written request by the employee.

ARTICLE 16 - OVERTIME**16.1 Definitions**

- (a) "*Overtime*" means work performed by an employee in excess or outside of the negotiated work schedules;
- (b) "*Straight-time rate*" means the hourly rate of remuneration;
- (c) "*Time and one-half*" means one and one-half times (1½x) the straight-time rate;
- (d) "*Double-time*" means twice (2x) the straight-time rate;

16.2 Overtime Entitlement

- (a) A regular employee or an auxiliary employee will be entitled to compensation for authorized overtime in excess of the scheduled daily hours, or for hours worked outside the negotiated work schedule(s). Other auxiliaries may be called on an as and when basis at straight-time. Where auxiliaries who are called on an as and when basis work in excess of the scheduled daily hours, overtime rates shall apply.
- (b) Overtime shall be compensated in thirty (30) minute increments, however, employees shall not be entitled to any compensation for periods of overtime of less than five (5) minutes per day.

16.3 Sharing of Overtime

- (a) Pursuant to Article 16.4 and except in the case of emergencies, overtime shall be allocated on an equitable basis to qualified employees in the following sequence:
 - (1) classification;
 - (2) classification series;
 - (3) other classification series within the seniority block.

For the purpose of this clause, an effort by the Employer to contact an employee shall constitute an opportunity to work.

- (b) During the winter season, those employees assigned to drive a four (4) ton, 10,900 kg GVW or heavier truck, shall be allocated overtime on an equitable basis within the seniority block.
- (c) Should a dispute arise concerning the allocation of overtime, the Employer agrees that access to the overtime records shall be given to a union representative.

16.4 Overtime Compensation

- (a) Overtime shall be compensated at the following rates:
 - (1) Time and one-half (1½x) for the first three (3) hours of a scheduled workday of less than ten (10) hours and for the first two (2) hours of a scheduled workday or ten (10) hours or more; and
 - (2) double-time(2x) for hours worked in excess of (1);
 - (3) time and one-half (1½x) for all hours worked on a day of rest equal to those hours worked on their regular shift and double-time (2x) thereafter.

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 a scheduled workday shall be compensated at the rate of time and one-half ($1\frac{1}{2}x$) for hours worked, plus a day off in lieu of the holiday or statutory pay for the day at the employee's option; except Christmas and New Year's when the compensation shall be at the rate of double-time ($2x$) for hours worked plus one (1) day off in lieu of the holiday or statutory pay for the day at the employee's option. With respect to the employee's option in this clause, it will be statutory pay for the day, unless the employee advises the employer of their choice of the lieu day prior to working the day.

(c) An employee on travel status who is required to travel on the Employer's business outside their regular working hours shall be compensated at the applicable overtime rates for all hours travelled. The Employer may determine the means of such travel.

16.5 Overtime Meal Allowance

(a) When an employee is required to work in excess of two and one-half ($2\frac{1}{2}$) hours' overtime immediately before or after completion of their scheduled daily hours, they shall be paid an overtime meal allowance, and a meal break of one-half ($\frac{1}{2}$) hour, at applicable overtime rates, with pay will be given. The overtime meal allowance shall be fifteen dollars and fifty cents (\$15.50).

Effective April 11, 2018 the overtime meal allowance will be increased by the Labour Component of the Annual Price Adjustment.

(b) If the employee continues to work overtime beyond the three (3) hours, a further meal allowance and meal break as above shall be provided upon completion of an additional four (4) hours worked, and upon the completion of every three (3) hours worked thereafter.

(c) When an employee is not on standby and is called out for overtime prior to their scheduled shift and it was not possible to give one-half ($\frac{1}{2}$) hour notice to permit preparation of the meal normally taken to work, the Employer shall provide the meal or pay the overtime meal allowance.

(d) In the case of an employee called out on overtime to work on a rest day, this clause will apply only to hours worked outside 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, then the employee shall receive only one (1) benefit for each meal.

16.6 No Layoff to Compensate for Overtime

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

16.7 Right to Refuse Overtime

(a) All employees shall have the right to refuse to work overtime, 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.

16.8 Overtime for Part-Time and Auxiliary Employees

(a) A part-time employee working less than the normal hours per day of a full-time employee, and who is required to work longer than their regular workday, shall be paid at the rate of straight-time for the hours so worked, up to and including the normal hours in the workday of a full-time employee.

(b) A part-time employee working less than the normal days per week of a full-time employee, and who is required to work other than their regularly scheduled workday, shall be paid at the rate of

straight-time for the days so worked up to and including the normal workday in the workweek of a full-time employee.

- (c) Overtime rates shall apply to hours worked in excess of Article 16.8(a) and (b) above.

16.9 Callout Provisions

(a) *Callout Compensation*: An employee who is called to work outside of the agreed to work schedule shall be compensated for a minimum of four (4) 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 four (4) 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 four (4) hours, the employee will be required to work the callout period and a portion of the abutting regular shift. The portion of the regular shift which must be worked will be the regular shift less the amount that the callout exceeds four (4) hours. Compensation shall be at overtime rates for the callout period and straight-time for the regular shift without shortfall.

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

(1) When overtime is worked, there shall be an elapsed time of eight (8) hours between the end of the 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 four (4) hours which do not abut the succeeding shift are worked in the ten (10) hours preceding the start of the regular shift, there shall be an elapsed time of eight (8) hours between the end of callout and the time the employee reports for duty on their next regular shift, with no shortfall out of the regular shift;

(3) If the elapsed eight (8) hour period following results in only two (2) hours or less of their regular shift available for work, employees shall not be required to report for work on that shift, with no shortfall.

(d) Time spent by an employee travelling to work or returning to their residence before and after callout shall not constitute time worked but shall be compensated at the overtime rate.

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

(f) *Callout for Emergency Situations*: It is agreed that employees called out for emergency situations who were not on standby will not be expected to perform tasks other than those of an emergency nature.

16.10 Rest Interval After Overtime

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

16.11 Method of Compensation

- (a) Overtime compensation shall be monetary or in time off at the employee's option. If the employee chooses time off, such time off shall be scheduled by mutual agreement between the employee and the Employer. If compensatory time off cannot be scheduled within twelve (12) months' of the date of election, cash payment shall be made.
- (b) When overtime is worked the employee shall indicate on their daily time card whether they elect to have such overtime compensation in cash or in time off.
- (c) The Employer agrees that scheduling of compensatory time off shall not be unreasonably withheld.
- (d) An employee may opt to have a portion or all of their CTO bank paid out within thirty (30) days of their written request.

16.12 Refusal of Overtime

In the interest of an employee's health and safety, the Employer agrees to make every effort to limit overtime. If an employee is working away from the point of assembly that the employee would normally be returning to that day and the overtime is refused, transportation to that point of assembly will be supplied by the Employer. If only the Employer vehicle is available and transportation to the regular point of assembly would significantly inconvenience other employees, seriously disrupt production or be required under Article 22.6 of this contract, the Employer shall endeavour to provide alternate transportation.

16.13 Overtime Authorization

Overtime authorized by a supervisor shall not be disallowed by Management at a later date. Where an employee other than a supervisor must use their discretion in working overtime, the Employer shall be considered to have authorized the overtime. However, the Employer reserves the right, subject to the grievance procedure, to determine the legitimacy of the overtime claimed.

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

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

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

- (b) Any other day proclaimed a holiday by federal, provincial governments shall also be a paid holiday.
- (c) For an employee whose workweek is from Monday to Friday and when any of the above-noted holidays fall on a Saturday and is not proclaimed as observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this agreement; when a holiday falls on a Sunday and it is not proclaimed as being observed on some other day, the following Monday (or Tuesday, when the preceding section already applies to the Monday) shall be deemed to be the holiday for the purpose of this agreement.

- (d) Where there is a work dependency between employees covered by this agreement and the other employees the parties may, by mutual agreement, amend Article 17.1(a) above.

17.2 Holiday Falling on a Day of Rest

- (a) When a paid holiday falls on an employee's day of rest, the employee shall be entitled to a day off with pay in lieu.
- (1) Earned statutory holiday lieu days for statutory holidays occurring between January 1st and June 30th shall be scheduled by mutual agreement at the local level subject to operational requirements and shall be taken by December 1st of that year.
- (2) Earned statutory holiday lieu days for statutory holidays occurring between July 1st and December 31st shall be scheduled as above and shall be taken by June 30th of the following year.
- (3) Scheduling of these lieu days shall be by mutual agreement within sixty (60) days following the paid holiday. If not scheduled within sixty (60) days, it shall be immediately scheduled on the vacation roster.
- (b) If an employee is called in to work on the day designated as the lieu day pursuant to Article 17.2(a) above, they shall be compensated at time and one-half (1½x) rate.
- (c) This clause does not apply where the days in lieu of paid holidays are built into the shift pattern.

17.3 Holiday Coinciding with a Day of Vacation

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

17.4 Christmas or New Year's Day Off

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

17.5 Paid Holiday Pay

Payment for paid holidays will be made at an employee's basic pay, except if the employee has been working in a higher paid position than their regular position for a majority of the sixty (60) workdays preceding a paid holiday, in which case they shall receive the higher rate. Employees shall also be entitled to receive the higher rate if they have been working in a higher paid position for a majority of the four hundred and fifty (450) working hours preceding a paid holiday.

17.6 Workday Scheduled on a Paid Holiday

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

ARTICLE 18 - ANNUAL VACATIONS

18.1 Annual Vacation Entitlement

- (a) *Definitions*

"*Vacation year*" - for the purpose of this article a vacation year shall be the calendar year commencing January 1st and ending December 31st.

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

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

Vacation Years	Workdays
First to Fifth.....	15
Sixth	16
Seventh	17
Eighth	21
Ninth	22
Tenth	23
Eleventh	24
Twelfth	25
Thirteen to Nineteenth	25
Twentieth and thereafter	30

- (c) Employees engaged on a less than full-time basis shall be entitled to annual vacation on a pro rata basis as above.
- (d) The number of unused vacation days shall be posted on a monthly basis.

18.2 Vacation Earnings for Partial Years

- (a) During the first partial year of service a new employee will earn vacation at the rate of one and one-quarter ($1\frac{1}{4}$) days for each month in which they have accrued at least ten (10) days' seniority.
- (b) Subject to Article 18.6, any unused vacation earned during the first partial year will be paid to the employee on the final payday of that year.
- (c) During the first and subsequent vacation years an employee will earn one-twelfth ($\frac{1}{12}$) of the annual entitlement for each month in which the employee has received at least ten (10) days' pay at straight-time rates. Where an employee has taken more vacation than earned, the unearned portion taken shall be charged against future earned credits or recovered upon termination whichever occurs first.

18.3 Vacation Scheduling

- (a) With the exception of authorized vacation carryover under Article 18.6, the scheduling and completion of vacation shall be on a calendar year basis.
- (b) The calendar year in which an employee's first anniversary falls shall be the first vacation year. For the purpose of additional leave entitlement, the calendar year in which the fifth anniversary falls shall be the fifth vacation year; in which the sixth anniversary falls shall be the sixth vacation year, etc.
- (c) An employee earns, but is not entitled to vacation leave during the first six (6) months' of continuous employment.
- (d) *Vacation Period*
- (1) The Employer will endeavour to allow as many regular employees as possible to take their vacation at any time of the year. In peak work periods, a minimum of one (1) regular employee in each classification may take their vacation subject to Article 18.3(e) of this agreement.

(2) Notwithstanding Article 18.2(d)(1) above, work groups consisting of six (6) to eight (8) employees, as at April 1st of each year, may have their availability to take vacation during July, August and December limited to two (2) employees away at a time in each classification series. Likewise, work groups of five (5) or less employees as at April 1st may have their availability to take vacation during those months' limited to one (1) employee away at a time in each classification series.

(3) Employees who fill a vacancy in the Bridgeworker Series after ratification will not be allowed to take vacation between May 15th and September 15th, unless mutually agreed otherwise.

(e) *Preference in Vacation*

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

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

(f) *Vacation Schedules*

(1) Vacation schedules will be posted between December 1st and December 15th for the period of January 1st through April 30th, and between April 1st and April 15th for the period May 1st through December 31st.

(2) Employees who do not exercise their seniority rights within fourteen (14) days of the vacation schedule being posted shall not be entitled to exercise those rights with respect to any vacation time previously selected by employees with less seniority. The Employer reserves the right to schedule vacation for those employees who have not selected their vacation by May 15th except for vacation to be carried over in accordance with Article 18.6 of this agreement.

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

(4) The Employer will review assess and respond to all vacation requests in a timely manner.

(g) *Vacation Relief* - Where vacation relief is required, the Employer shall give full-time employees the opportunity to substitute in accordance with Article 27.4 and shall make every reasonable effort to arrange for staff replacement in the lowest paying category.

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

(i) The Employer shall ensure that all employees are entitled to receive the full year's vacation credit pursuant to Article 18.1(b) and to schedule such vacation in accordance with this article.

18.4 Vacation Pay

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

(b) Once per calendar year, upon thirty (30) days' written notice, a regular employee shall be entitled to receive, prior to commencement of a vacation, a payroll advance equivalent to the amount of their regular paycheque issued during the vacation period, except that no payroll advance shall be issued in December for any pay periods that fall in January or in March for any pay periods that fall in April.

18.5 Approved Leave of Absence During Vacation

When an employee is in receipt of Short-Term Illness or Injury Plan benefit or leave with pay in accordance with Article 19, 20.1 and 20.5 during their vacation period, there shall be no deduction from the vacation credits for such leave. The period of vacation so displaced shall be taken at a mutually agreed time. An employee intending to claim displaced vacation leave must advise the Employer and provide necessary documentation within seven (7) days of returning to work.

18.6 Vacation Carryover

- (a) An employee may carry over up to five (5) days' vacation leave per vacation year.
- (b) A single vacation period which overlaps the end of a vacation year shall be considered as a vacation for the vacation year in which the vacation commenced. The portion of vacation taken subsequent to, but adjoining, the end of the vacation year shall not be considered as vacation carryover, nor as a seniority choice for the subsequent vacation year.

18.7 Callback from Vacation

- (a) Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency.
- (b) When, during any vacation period, an employee is recalled to duty, they shall be reimbursed for all expenses incurred by themselves, in proceeding to their place of duty and upon resumption of vacation, in returning to the place from which they were recalled upon resumption of vacation.
- (c) Time necessary for travel in returning to their place of duty and returning again to the place from which they were recalled shall not be counted against their remaining vacation entitlement.

18.8 Vacation Leave on Retirement

An employee who is scheduled to retire and to receive a pension allowance under the negotiated pension provision shall be granted full vacation entitlement for the final vacation year of service. Effective January 1, 2020, vacation entitlement on retirement will be on a pro rata basis.

18.9 Vacation Credits Upon Death

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

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

Employees shall be entitled to coverage for short-term illness and injury and long-term disability in accordance with the provisions of this agreement and as described in Appendix 1. The current practice of employer payment for short-term illness and injury benefits shall continue.

ARTICLE 20 - SPECIAL AND OTHER LEAVE**20.1 Bereavement Leave**

- (a) In the case of a death in the immediate family an employee not on leave of absence without pay shall be entitled to special leave, at their regular rate of pay, from the date of death to and including the day of the funeral with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed five (5) workdays. These five (5) days are to be taken at or around the date of the death.
- (b) Immediate family is defined as an employee's parent, spouse, child, stepchild, brother, sister, father-in-law, mother-in-law, grandparent, grandchild and step grandchild, or any other relative permanently residing in the employee's household or with whom the employee permanently resides.
- (c) In the event of the death of the employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law, the employee shall be entitled to special leave at their regular rate of pay for one (1) day for the purpose of attending the funeral.
- (d) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.
- (e) Auxiliary employees shall be entitled to bereavement leave as outlined above, but such leave shall be without pay.

20.2 Special Leave

- (a) Where leave from work is required, an employee shall be entitled to special leave with current pay for the following:
 - (1) marriage of the employee - three (3) days;
 - (2) attend wedding of the employee's child - one (1) day;
 - (3) birth or adoption of the employee's child - one (1) day;
 - (4) serious household or domestic emergency - one (1) day;
 - (5) moving household furniture and effects - one (1) day;
 - (6) attend their formal hearing to become a Canadian citizen - one (1) day;
 - (7) attend funeral as pallbearer or mourner - one-half (½) day;
 - (8) court appearance for hearing of employee's child - one (1) day.
- (b) Two (2) weeks' notice is required for leave under Articles 20.2(a)(1),(2),(5) and (6).
- (c) For the purpose of Articles 20.2(a)(2), (4), (5), (6), (7) and (8), leave with pay will be only for the workday on which the situation occurs.
- (d) For the purpose of determining eligibility for special leave under Article 20.2(a)(5), an employee will qualify if they are maintaining a self-contained household and if they are changing their place of residence which necessitates the moving of household furniture and effects during their normal working hours, and if they have not already qualified for special leave under Article 20.2(a)(5) on two (2) occasions within the preceding twelve (12) months'.

20.3 Family Illness

- (a) In the case of illness of a dependent child or spouse of an employee, and when no one at the employee's home other than the employee can provide for the needs of the ill child (or the spouse), the employee shall be entitled, after notifying their supervisor, to use up to a maximum of two (2) days paid leave at any one time for this purpose.

- (b) The Employer may request a report from a qualified medical practitioner when it appears that a pattern of consistent absence is developing.

20.4 Full-Time Union or Public Duties

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

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

20.5 Leave for Court Appearances

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

20.6 General Leave

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

20.7 Leave for Medical and Dental Care

- (a) Where it is not possible to schedule medical and/or dental appointments outside regularly scheduled working hours, reasonable time off for medical and dental appointments for employees, or for dependent children, shall be permitted. Where any such absence exceeds two (2) hours, the full-time absence shall be charged to the entitlement described in Article 20.8.
- (b) Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their credit described in Article 20.8 the necessary time including travel and treatment time up to a maximum of five (5) days to receive medical and dental care at the nearest medical centre for the employee, their spouse, dependent child and a dependent permanently residing in the

employee's household or with whom the employee permanently resides. The Employer may request a certificate of a qualified medical or dental practitioner, as the case may be, stating that treatment could not be provided by facilities or services available at the employee's place of residence.

20.8 Maximum Leave Entitlement

The total of leaves taken under Article 20.2, 20.3 and 20.7 shall not exceed the total of thirty-five (35) hours leave from work per calendar year, unless additional special leave is approved by the Employer.

20.9 Emergency Service Leave

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

20.10 Canadian Armed Forces

(a) Employees who participate in activities related to the Reserve Component of the Canadian Armed Forces may be granted leave of absence as follows:

- (1) *With pay* - where an employee is required to take annual training with Her Majesty's reserve forces provided any remuneration from the government of Canada is remitted to the Employer;
- (2) *Without pay* - where an employee participates in a program of training for the purpose of qualifying for a higher rank; or
- (3) *Without pay* - where an employee, as a delegate, attends meetings of service associations or conferences related to the Canadian Armed Forces.

(b) Any remuneration received from the government of Canada for the purpose of activities related to the Canadian Armed Forces may be retained by the employee when on leave of absence without pay, or where they choose to use part or all of their annual vacation entitlement for these activities, or where they elect to take leave of absence without pay for annual training as stipulated in (a)(1) above.

20.11 Donor Leave

An employee shall be granted the necessary leave of absence without pay for the purpose of donating bone marrow or an organ.

20.12 Other Religious Observances

- (a) Employees who are members of non-Christian religions are entitled to up to two (2) days' leave without pay per calendar year to observe spiritual or holy days. Such leave shall not be unreasonably withheld.
- (b) A minimum of two (2) weeks' notice is required for leave under this provision. Where two (2) weeks' notice is not possible due to the unpredictable nature of the spiritual or holy days, then as much notice as possible shall be provided.
- (c) Employees granted leave under this provision may utilize or reschedule CTO, unused vacation or lieu days.

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

- (a) An employee is entitled to maternity leave of up to seventeen (17) weeks' without pay.
- (b) An employee shall notify the Employer in writing of the expected date of the termination of her pregnancy. Such notice will be given at least twelve (12) weeks' prior to the expected date of the termination of the pregnancy.
- (c) The period of maternity may commence up to twelve (12) weeks' prior to the expected date of the termination of the pregnancy. The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner.

21.2 Parental and Adoption Leave

- (a) Upon written request an employee shall be entitled to parental (including adoption) leave of up to twelve (12) consecutive weeks' without pay.
- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the sixty-two (62) weeks' parental (adoption) leave between them.
- (c) Such written request pursuant to Article 21.2(a) above must be made at least four (4) weeks' prior to the proposed leave commencement date.
- (d) Leave taken under this clause shall commence:
 - (1) in the case of a mother, immediately following the conclusion of leave taken pursuant to Article 21.1 or 21.3;
 - (2) in the case of a father, following the birth or adoption of the child and conclude within the eighteen (18) month period after the birthdate or adoption of the child. Such leave request must be supported by appropriate documentation.

In the event the BC ESA is not amended to reflect the new federal EI benefits in place as of November 2017, the provisions of the BC ESA on maternity/parental leaves shall apply.

21.3 Extension of Leaves

Employees who are entitled to leave pursuant to Articles 21.1, 21.2 and 21.3 shall be entitled to an extended leave of up to an additional six (6) months' for health reasons where a doctor's certificate is presented. Such written request must be received by the Employer at least four (4) weeks' prior to the expiration of leave taken pursuant to Article 21.1, 21.2 or 21.3.

21.4 Benefit Continuation

- (a) For leaves taken pursuant to Articles 21.1, 21.2, 21.3 and 21.4 the Employer shall maintain coverage for medical, extended health, dental, group life and long-term disability, and shall pay the Employer's share of these premiums.
- (b) Notwithstanding Article 21.5(a) above, should an employee be deemed to have resigned in accordance with Article 21.6 the Employer will recover monies paid pursuant to this clause.

21.5 Deemed Resignation

An employee shall be deemed to have resigned on the date upon which leave pursuant to Articles 21.1, 21.2, 21.3, and 21.4 commenced unless they advise the Employer of their intent to return

to work one (1) month prior to the expiration of the leave pursuant to Article 21, or if they do not return to work after having given such advice.

21.6 Entitlements Upon Return to Work

- (a) Notwithstanding Article 18.1(b) and Article 18.6, vacation entitlements and vacation pay shall continue to accrue while an employee is on leave pursuant to Article 21.1, 21.3 or 21.5 providing the employee returns to work for a period of not less than six (6) months'. Vacation earned pursuant to this clause may be carried over to the following year, notwithstanding Article 18.6.
- (b) An employee who returns to work after the expiration of maternity, parental, adoption or extensions to such 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.
- (c) On return from maternity, parental, adoption or extensions to such leaves, an employee shall be placed in the employee's former position or in a position of equal rank and basic pay.
- (d) Employees who are unable to complete the six (6) months' return to work required in (a) as a result of proceeding on maternity, parental or adoption leave shall be credited with their earned vacation entitlements and vacation pay providing the employee returns to work for a period of not less than six (6) months' following the expiration of the subsequent maternity, parental or adoption leave.

ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY

22.1 Statutory Compliance

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

22.2 Safety Program

Pursuant to WCB Occupational Health and Safety regulations, Section 4, the Employer shall establish a Safety Program and schedule monthly meetings by work group in each assembly point to discuss health and safety matters. The Employer shall maintain a record of the meetings and matters discussed. Copies of the monthly report shall be sent to members of the Labour/Management Committee and the appropriate union area office(s).

22.3 Local Occupational Health and Safety Committee

- (a) The Employer shall initiate and maintain, at the regular place of employment, Local Occupational Health and Safety Committees where there is, subject to the provisions of Article 22.1, a workforce of ten (10) or more workers in an operation or work area classified as A (High) or B (Medium) by WCB First Aid Regulations.
- (b) Employees who are representatives of this committee shall not suffer any loss of current pay for the time spent attending a committee meeting, job site inspection, or accident investigation in accordance with the WCB Regulations. Transportation shall be provided by the Employer.
- (c) Committee meetings shall be scheduled during normal working hours whenever practicable. Time spent by designated committee members attending meetings held on their day of rest or outside their regularly scheduled hours of work shall not be considered time worked, but such committee members shall receive equivalent time off at the straight-time rate.

(d) There shall be equal employee and employer representation and the chairing of such meetings will alternate between employees and the Employer. Employee representatives shall be appointed by the Union.

22.4 Unsafe Work Conditions

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

- (a) a member of the Occupational Health and Safety Committee, or
- (b) a person designated by the Occupational Health and Safety Committee, or
- (c) a safety officer, or
- (d) a steward at a worksite,

after an on site inspection and following discussion with a representative of the Employer, does not meet the standards established pursuant to the *Workers Compensation Act*. Where an employee acts in compliance with regulations which restrict unsafe work pursuant to the Workers' Compensation Board, Industrial Health and Safety Regulations, they shall not be subject to disciplinary action.

22.5 Injury Pay Provision

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

22.6 Transportation of Accident Victims

Transportation to and from, if required, the nearest physician or hospital for employees requiring initial medical care as a result of an on-the-job accident shall be at the expense of the Employer.

22.7 Investigation of Accidents

- (a) Pursuant to the Workers' Compensation Board, Industrial Health and Safety Regulations section, governing Accident Reports and Investigations, all accidents shall be investigated jointly by at least one (1) representative designated by the BCGEU and one (1) management representative.
- (b) Reports shall be submitted on a mutually agreed accident investigation form and copies sent to:
 - (1) Entities as required by WorkSafeBC Regulations
 - (2) Employer designate(s)
 - (3) BCGEU designate(s) on the Occupational Health and Safety Committee
 - (4) The appropriate BCGEU area office
- (c) In the event of a fatality the Employer shall immediately notify the President of the BCGEU, or designate, of the nature and circumstances of the accident and arrange as soon as possible for a joint investigation.

22.8 Occupational First Aid Requirements and Courses

- (a) The Union and the Employer agree that First Aid Regulations made pursuant to the *Workers Compensation Act* shall be fully complied with. Sufficient copies of the WCB Industrial Health & Safety Health Regulations as well as the First Aid Regulations made pursuant to the *Workers Compensation Act* shall be maintained at each point of assembly.
- (b) Where the Employer designates an employee to perform first aid duties in addition to the normal requirements of the job, the cost of obtaining and renewing the Occupational First Aid Certificate shall be borne by the Employer, and leave to take the necessary courses shall be granted with pay.

(c) Employees required to possess an Occupational First Aid Certificate in addition to their normal job responsibilities shall receive the following allowance on the basis of the class of certificate which they hold:

- Occupational First Aid Certificate, Level 2 - \$35.78 per biweekly period or \$77.51 per month;
- Occupational First Aid Certificate, Level 3 - \$50.08 per biweekly period or \$108.50 per month.

April 11, 2018 the Occupational First Aid Certificate rates will be increased by the Labour Component of the Annual Price Adjustment.

The allowance shall be prorated for partial months. Employees designated to act as the Occupational First Aid Attendant in addition to their normal duties will receive their full monthly allowance while on approved leave with pay or while on vacation leave with pay.

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

(d) (1) In order to meet the requirements of Article 22.8(a) above, the Employer will designate in order of seniority from among those regular employees holding an appropriate Occupational First Aid Certificate to act as the First Aid Attendant in addition to the normal requirements of the job.

(2) Where no employee within the work group possesses an Occupational First Aid Certificate, the opportunity to obtain a certificate will be offered to regular employees within the work group in order of service seniority, provided the employee can meet the requirements of the WCB regulations to undertake the training in order to obtain an Occupational First Aid Certificate.

(3) In the event that the procedures outlined above do not meet the requirements of Article 22.8(a), the Union will assist the Employer to meet their obligations by approaching regular employees in the work group on behalf of the Employer.

(4) Where Article 22.8(d)(1), (2), and (3) do not meet, within a reasonable period of time, the requirements of the Employer to achieve Article 22.8(a) above, the Employer may:

(i) Recall a qualified auxiliary employee in order of seniority from those holding the appropriate Occupational First Aid Certificate; and/or

(ii) Include an Occupational First Aid Certificate as a desirable qualification on a posting pursuant to Article 12.2.

(5) Failing (4) above, the Employer may require the most senior regular employee within the work group who can meet the requirements of the WCB regulations to undertake Occupational First Aid training in order to obtain a certificate.

22.9 Unresolved Safety Issues

The Occupational Health and Safety Committee may refer unresolved safety issues to the Joint Labour/Management Committee for possible resolution. This provision does not limit any right to seek a resolution from the WCB.

22.10 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 will ensure that the employees are adequately trained in the identification, safe handling, use, storage, and/or disposal of same.

22.11 Radio Contact or Employee Check

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

(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.

22.12 First Aid Course

All employees shall receive First Aid and WHMIS Training within six (6) months' of commencing employment.

22.13 Hearing Examinations

Hearing examinations required pursuant to the Workers' Compensation Industrial Health and Safety Regulations shall be conducted during working hours without loss of current pay. Employees required to report for the examination on other than working time will be paid one (1) hour at their basic rate.

22.14 Training Programs for Occupational Health and Safety Committee Member

Training of Joint Occupational Health and Safety Committee members will be provided at least to the minimum required by the act and regulations. The Employer will consider the use of Union-sponsored training programs if/when provided with program and costing information.

When the Joint Labour/Management Committee recommends training, then Occupational Health and Safety Committee members shall be granted leave without loss of current pay and without loss of seniority.

22.15 Mental Health

(a) The parties recognize the importance of supporting and promoting a psychologically health workplace and will work jointly to achieve this.

(b) Immediate critical incident stress debriefing and post traumatic counselling shall be made available for employees who have suffered as a result.

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

(a) Both parties acknowledge the overall advantages and necessity of technological change and the ongoing requirement to facilitate change in the Employer's operations.

(b) The parties recognize the need to develop orderly procedures to facilitate adjustments to and implementation of changes and technology.

(c) In light of this mutual recognition the parties have agreed to the following:

23.2 Notice of Technological Change

(a) For the purpose of technological change, the Employer agrees to provide the Union with as much notice as possible, but in any event not less than sixty (60) days' notice of a technological change.

(b) Upon receipt of a notice of technological change pursuant to Article 23.2(a) the Joint Labour/ Management Committee shall meet to consult on the impact of the proposed change, a copy of this notice will be sent the employees affected.

(c) The written notice identified in Article 23.2(a) will provide the following information:

(1) the nature of the change(s);

(2) the anticipated date(s) on which the Employer plans to effect change(s);

(3) the location(s) and number(s) of employees likely to be directly affected pursuant to Article 23.2(d) below.

(d) Where notice of technological change has been given pursuant to Article 23.2(a):

(1) Regular employees who are assigned to the Employer to work with the new technology shall receive a period of training and familiarization. Employees involved in training under this section shall receive their basic pay for the period of training. Where the employee cannot meet job requirements upon completion of the training and familiarization period, the employee shall be offered another job within the same seniority block. Wages shall be red-circled except that the employee shall receive fifty percent (50%) of the negotiated increase unless the new job is at a higher rate of pay, or the employee may opt for severance pay in the amount of three (3) weeks' pay for each year of seniority to a maximum of six (6) months' pay. Where an employee opts for severance pay the regular vacancy will be filled pursuant to Article 12.

(2) To absorb those regular employees who are not assigned by the Employer to work with the new technology or who are displaced because of such technological change, the Employer will endeavour to utilize normal turnover of employees within the seniority block in which the change occurs, to the extent that turnover occurs during the period in which a technological change is being implemented.

23.3 Waiving of Notice

Notwithstanding Article 23.2(a), the parties recognize that there may be circumstances of statutory obligations where it is not possible to provide the notice set forth in this article. In such circumstances, notice shall be provided as soon as possible.

23.4 Disputes Resolved

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

ARTICLE 24 - CONTRACTING

24.1 Contracting Out

- (a) The Union recognizes that the Employer is obligated by the terms of the maintenance contract with the Ministry of Transportation to utilize hired equipment and to subcontract highways road and bridge maintenance work on an annual basis.
- (b) Notwithstanding the requirement of Article 24.1(a) above, the Employer and the Union are committed to the productive utilization of bargaining unit employees so as to minimize the requirement for the contracting out of work.

24.2 No Contracting Out Which Results in a Layoff

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

24.3 Contracting With

Nothing in this agreement prohibits the Employer from contracting with any other party. It is agreed that all such work will be bargaining unit work and the Union agrees to discuss modifications to this agreement that will be of mutual benefit to the Union and the Employer. The parties agree that any notification will be made at the local level by way of a letter which will not become part of this agreement.

ARTICLE 25 - HEALTH AND WELFARE BENEFITS

25.1 Basic Medical Insurance

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

25.2 Extended Health Care Plan

- (a) Regular employees shall be entitled to coverage for Extended Health Care that is comparable to the coverage currently provided by Policy #84911, Group B. Vision care shall be three hundred and fifty-seven dollars and seventy-two cents (\$357.72) annually for dependent children and twenty-four (24) months' for employees and spouse.

Effective April 11, 2018 the vision entitlement will be increased by the Labour Component of the Annual Price Adjustment.

- (b) The Employer will provide a Point of Purchase Prescription Plan. The Employer will provide eighty percent (80%), with a five dollar (\$5) co-pay per prescription.

25.3 Dental Plan

Dental Plan reflects the current fee schedule of College of Dental Surgeons. Note: employees should check with dentist before work is done.

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

- (1) Part A, one hundred percent (100%) coverage (no limits);
- (2) Part B, seventy-five percent (75%) coverage (no limits);
- (3) Part C, seventy-five percent (75%) coverage.

(b) An employee is eligible for orthodontic services under Part C after twelve (12) months' participation in the Plan. November 1, 1998, lifetime maximum payment will be two thousand five hundred dollars (\$2,500) per patient.

25.4 Group Life and Accidental Death and Dismemberment

Regular employees shall be entitled to coverage for Group Life and Accidental Death and Dismemberment as provided for under Policy Number #84911 Group B.

(a) The Employer shall provide a mutually acceptable Group Life Plan with benefits equivalent to twice an employee's annual salary, with a minimum of eighty-five thousand dollars (\$85,000), effective November 1, 1993. November 1, 1998, minimum will be one hundred thousand dollars (\$100,000).

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

(b) Employees shall as a condition of employment, enrol in the Group Life Plan and shall complete the appropriate payroll deduction authorization forms.

(c) The Group Life Plan shall include the following provisions for accidental dismemberment:

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

25.5 Medical Examination

Where the Employer requires an employee to submit to a medical examination or medical interview, it shall be at the Employer's expense and on the Employer's time.

25.6 Wage Indemnity

Regular employees shall be entitled to coverage for short-term illness and injury and long-term disability as provided for in Appendix 1. The Employer shall pay one hundred percent (100%) of the premiums.

The Employer shall maintain coverage for MSP, extended health benefits, dental care benefits, group life, accidental death and dismemberment, wage indemnity and long-term disability and pension plan contributions and shall pay the Employer's share of these premiums while an employee is in receipt of benefits pursuant to the Short-Term Illness and Injury Plan.

Vacation entitlement and vacation pay shall continue to accrue while the employee is in receipt of benefits pursuant to the Short-Term Illness and Injury Plan. Vacation earned pursuant to this clause may be carried over to the following year. An employee on leave pursuant to this clause shall earn seniority for all hours the employee would have worked had they not been ill and able to stay on the job. On return from leave an employee shall be placed in their former position.

25.7 First Day of Sick Leave

Employees will self insure for the first day of illness. Employees may use CTO, ETO and/or vacation for the one (1) day. There will be no elimination for hospitalization.

25.8 Document

A copy of the Benefit Plan Document shall be forwarded to the Union.

25.9 Age 65 & Over Health and Welfare Benefits

All employees age 65 and over will receive the Health and Welfare in-lieu allowances identified in Article 31.6, including the ten cents (10¢)/hr increase, and it will be paid directly into a Health Spending Account as outlined in Appendix 9.

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

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

ARTICLE 26 - EMPLOYEE EQUIPMENT AND CLOTHING**26.1 Protective Clothing**

- (a) Protective clothing is understood to mean wearing apparel which protects the employee and the employee's clothing from excessive dirt, grease, sparks or chemicals.
- (b) The Employer agrees to supply the following protective apparel:
 - (1) *Individual Issue:*
 - (i) Individual issue coveralls for:
Mechanic - maximum three (3) pair per week
 - (ii) Individual issue laboratory coats or counter coats:
Mechanic Foreman - maximum two (2) per week
 - (iii) individual issue welder's leather jackets and aprons where appropriate.
 - (iv) any individual issue item described above must be worn by the employee on a regular basis or the Employer reserves the right to cancel this issue.
 - (v) where the Employer supplies items listed above, the Employer agrees to bear the cost of approved laundering and repair. It may be necessary in some locations for the Employer to provide the apparel and an allowance in lieu of laundry and repair. In such cases, an allowance of twenty-five dollars (\$25) per month will be provided.
 - (2) *Plant Issue*
 - (i) plant issue rubber boots, aprons, gloves and goggles where appropriate when employees are cleaning or washing machinery or equipment.
 - (ii) plant issue to operators when they are required to service equipment.
 - (iii) plant issue coveralls to Yardmen when required.

(iv) plant issue coveralls to those employees engaged in the operation of Distributor Trucks, engaged in the operation of open highways sweepers and those engaged in sign maintenance, asphalt patching and crack sealing.

(v) plant issue coveralls to Bridgemen and Bridge Labourers when required to work with creosote.

(vi) where the Employer supplies items listed above, the Employer agrees to bear the cost of approved laundering and repair. It may be necessary in some locations for the Employer to provide the apparel and allowance in lieu of laundry and repair. In such cases, an allowance of twenty-five dollars (\$25) per month will be provided.

(3) *Usk Issue*

Notwithstanding Article 26 of the collective agreement respecting Employee Equipment and Clothing, the Employer agrees to provide auxiliary Ferry Operators with the following additional items after completion of their probationary period and on a replacement basis.

- (i) 2 pairs of coveralls (blue)
- (ii) 1 cap (blue, peaked ball type) and badge
- (iii) 1 toque (by request)
- (iv) 1 pair of sea boots (if warranted by season)

(4) *Uniforms and Protective Clothing*

These clothing items shall be required to be worn at all time when at work and may be worn to and from work, but shall not be worn at any other times or in any public place unless so instructed by the Employer. It is recognized by the parties that identification of employees to the public is the principal reason for the clothing issue.

(5) *Clothing Issue*

The replacement of clothing issue items shall be based upon a "*fair wear and tear*" basis and with the exception of made to measure items, will be made within one (1) month of the request being made.

Replacement of an unserviceable clothing item will be made upon presentation of the item to the Employer and provision of a reasonable explanation that its replacement has not been occasioned through negligence of the employee. Clothing items being replaced shall be returned to the Employer.

Upon termination of employment, all employees shall return all clothing items issued to them.

(6) *Laundering*

The employer will provide the services such as a washer and dryer or, in the alternative, laundry will be outsourced.

26.2 Coverall Issue

The Employer agrees to supply two (2) pairs of individual issue coveralls to Bridgemen and Bridge Labourers. It shall be the responsibility of the Employer to maintain, clean and repair such coveralls.

26.3 Safety Equipment

- (a) With the exception of prescription glasses, the Employer will supply all safety equipment required for the job under Workers' Compensation Regulations. Where the Employer's regulations regarding

safety footwear exceed Worker's Compensation Board Regulations, then the Employer shall supply such footwear. Where the following safety equipment is required by the Workers' Compensation Board it will be issued on an individual basis:

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

Effective April 11, 2018 the boot allowance will be increased by the Labour Component of the Annual Price Adjustment.

(b) *Replacement Provisions*: Replacement of unserviceable items will be made upon surrender of items to be replaced, together with proof that replacement is not a result of negligence by the employee.

(c) Boot allowance – regular employees shall receive one hundred nineteen dollars and twenty-five cents (\$119.25) per year. This allowance is intended for operational crews.

The boot allowance, pursuant to above, will be paid out, on the first pay period of November of each year to all employees with regular status on November 1st of that year, except for those on LTD who are ineligible for the allowance. The allowance will not be prorated and no receipt is required.

Effective April 11, 2018 the boot allowance will be increased by the Labour Component of the Annual Price Adjustment.

26.4 Lockers

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

26.5 Tool Allowance

(a) Other than employees classified as tradespersons, helpers, or apprentices, no employees will be required to supply work tools or equipment.

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

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

(d) The Employer agrees to supply reasonable amounts of power tools, specialty tools and testing equipment.

The Employer agrees to pay mechanics provided they have been continuously employed for one (1) year and upon presentation of a receipt, a tool allowance. The tool allowance is either two hundred and thirty-eight dollars and forty eight cents (\$238.48) annually or four hundred and seventy six dollars and ninety-six cents (\$476.96) every two years, at the employee's option. The tool allowance is for the

purchase of work related tools. The allowance for journeyman welders is one hundred and nineteen dollars and twenty-five cents (\$119.25) annually.

Effective April 11, 2018 the tool allowances will be increased by the Labour Component of the Annual Price Adjustment.

26.6 Comprehensive Insurance

The Employer agrees to provide comprehensive insurance covering tools, tool boxes, reference texts, and instruments owned by the employees that are used in the performance of their duties. Employees shall provide a list of their tools, reference texts and instruments to be covered by this provision, within thirty (30) days of request from the Employer. If an employee does not provide a list, the previous list provided will be used.

ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES

27.1 Equal Pay

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

27.2 Paydays

- (a) Employees shall be paid biweekly every second Friday. Auxiliary employees shall receive their paycheque no later than four (4) weeks' after they commence employment.
- (b) A comprehensive statement detailing all payments, allowances, pension contributions and deductions shall accompany the paycheque for each pay period, which shall be provided at the employee's option by paper or electronically (i.e. email or epost), on or before payday for each pay period. All premiums and allowances payable shall be paid out not later than three (3) weeks' from the date of earning them.
- (c) Where direct deposit is instituted, the Employer will deposit without cost to the employee, an employee's pay in a participating chartered bank, trust company or credit union of the employee's choice on or before the appropriate payday. Where direct deposit or the paycheque is not available on payday, the Employer will provide the employee with a manual cheque on or before payday.
- (d) The employee may not opt out of the direct deposit program.

27.3 Rates of Pay

Employees shall be paid in accordance with the rates of pay as set out in Appendix 2 and 3.

27.4 Substitution Pay

- (a) Where an employee substitutes to a higher paying position, for more than one-half ($\frac{1}{2}$) hour, they shall be paid the higher rate by one-half ($\frac{1}{2}$) day increments, except as provided for in Article 30.3.
- (b) Substitution to a higher paid position shall be offered to the senior qualified employee in the classification series within a seniority block who has the ability to perform the work.

27.5 Pay on Temporary Assignment

An employee temporarily assigned by the Employer to a position with a rate of pay lower than their regular rate of pay shall maintain their regular rate of pay.

27.6 Vehicle Allowance

Vehicle allowances for all distances travelled on employer business shall be paid to employees required to use their own vehicles in the performance of their duties. Ownership of a vehicle shall not be a condition of employment.

Vehicle allowance shall be forty-eight cents (48¢) per kilometre.

Effective April 11, 2018 the vehicle allowance will be increased by the Labour Component of the Annual Price Adjustment.

27.7 Meal Allowances

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

Meal allowance shall be:

Breakfast	\$10.73
Lunch	\$13.11
Dinner	\$22.66

Effective April 11, 2018 the meal allowances will be increased by the Labour Component of the Annual Price Adjustment.

27.8 Danger Pay

Except for Bridgemen or Bridge Labourers, a premium allowance of sixty cents (60¢) per hour shall be paid in addition to regular rates of pay for employees working on a swing stage, over bridges or stacks, or towers, or over the side of buildings or vessels, such that they are working more than fifty (50) feet or fifteen point twenty-five (15.25) meters above surrounding terrain. Premium allowance shall apply to actual time while exposed, except that the minimum time shall be one-half (½) hour.

27.9 Abnormal Working Conditions

(a) *Dirty Money*

A premium allowance of ninety-one cents (91¢) per hour shall be paid in addition to regular rates of pay to employees required to work in areas contaminated with sewage. Premium allowance shall apply to actual time while exposed, except that the minimum time shall be one-half (½) hour.

(b) *Welding and Cutting of Galvanized Material*

A premium allowance of one dollar and nineteen cents (\$1.19) per hour shall be paid in addition to regular rates of pay for employees required to weld or torch cut galvanized material. Premium allowance shall apply to actual time while exposed except that the minimum time shall be one-half (½) hour.

Effective April 11, 2018 both the Abnormal Working Condition allowances will be increased by the Labour Component of the Annual Price Adjustment.

27.10 Upgrading Qualifications

Where the Employer requires an employee to upgrade their skills, licensing or qualifications in order to operate or maintain equipment, the cost of training and normal living and travel expenses and all other costs as laid down in this agreement will be borne by the Employer.

27.11 Accommodation, Board and Lodging

Accommodation, board and lodging allowances for employees required to work away from their seniority block shall be as per Appendix 4.

27.12 Relocation Expenses

Regular employees who have to move from one seniority block to another pursuant to Article 13.3, shall be entitled to relocation expenses, as per Appendix 4.

27.13 Retirement Allowance

(a) Upon retirement from service, an employee who has completed twenty (20) years of service seniority, is entitled to an amount equal to their salary for one (1) month, and for each full year of service exceeding twenty (20) years but not exceeding thirty (30) years, is entitled to an additional amount equal to one-fifth ($\frac{1}{5}$) of their monthly salary. The employee may opt to take the allowance as equivalent paid leave of absence to be taken immediately prior to retirement.

(b) For the purpose of this article, one (1) month's salary is:

$$\frac{\text{Biweekly rate} \times 26,089,2857}{12} = 2080 \text{ hours}$$

The retirement allowance will only apply to regular employees who would be eligible on or before March 31, 2019.

27.14 Telephone Allowance

Employees on travel status who are required to obtain overnight accommodation will be entitled to claim for one (1) five (5) minute telephone call within British Columbia to home, for every night away.

27.15 Work Time Records

Any change to an employee's record of time worked which affects their wages shall be accompanied by notification to the employee. Should the employee disagree with the Employer as to the accuracy of their work and overtime records, the union official within their jurisdiction shall have the right, on reasonable notice, to inspect the employee's work and overtime records.

27.16 Training Allowance

Operators who are required by the Employer to provide training to a specified level and to certify to the competency of the employees so trained shall receive a premium of eleven dollars and ninety-three cents (\$11.93) per day while training. In such cases, the senior qualified operator with the capacity to provide training in the required class of equipment shall be given the opportunity to provide such training.

Effective April 11, 2018 the training allowance will be increased by Labour Component of the Annual Price Adjustment.

27.17 Wage Protection

Except for a voluntary demotion, any downward reclassification for work performance reasons will be subject to the grievance procedure.

ARTICLE 28 - CLASSIFICATION SPECIFICATIONS

As per Appendix 2:

28.1 Classification Specifications

Classification specifications shall be established at the bargaining unit level and are subject to mutual agreement between the Employer and the Union.

28.2 Classification and Salary Adjustments

- (a) When a new or substantially altered classification covered by this agreement is introduced or a new or substantially altered piece of equipment is introduced, the rate of pay shall be subject to negotiations between the Union and the Employer. If the parties are unable to agree the matter will be referred to arbitration pursuant to Article 9.
- (b) An employee shall have the right to grieve, through the Union, the classification of the position they occupy if an employee believes that the position they occupy is improperly classified.

ARTICLE 29 - APPRENTICESHIP PROGRAM**29.1 Administration and Implementation of Apprenticeship Programs**

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

29.2 Apprentices Attending School as Required by the Industrial Training Authority

- (a) When an Apprentice is attending school as required by the Industrial Training Authority, they shall be paid their appropriate wage rate. Where eligible, the Apprentice shall apply for a government supported wage allowance and shall remit this allowance to the Employer.
- (b) The Employer will advise Apprentices when they are eligible for a government supported wage allowance.

ARTICLE 30 - TRAINING AND SERVICE CAREER POLICY**30.1 Employee Training*****For further dialogue at Labour/Management***

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

- (a) establish an upgrading and/or training program for all trades or trades related classifications;
- (b) ensure there are at least two (2) regular employees in the machine operator series (in excess of the normal operators) trained and qualified to operate each piece of equipment in each assembly point, single axle dump truck, tandem dump truck, distributor truck, loader, grader, gradall, etc.;
- (c) where the complement in (b) and (c) above falls below two (2) regular employees, the Employer shall, within two (2) weeks', commence operator training pursuant to Article 30.3;

(d) in seniority blocks where there are less than ten (10) regular employees the number in Article 30.1(b) and (c) above should read one (1).

30.2 Selection for Training

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

- senior regular employees within the classification;
- senior regular employee within the classification series;
- senior auxiliary employee within the classification series.

30.3 On-the-Job Operator Training

(a) Employees shall be designated for on-the-job Operator training in writing.

(b) Where employees are designated for such training, and where the attainment of a recognized level of operating proficiency could result in qualification for a higher classification, the employee's progress toward a recognized level of proficiency shall be monitored by the Employer or their designate. The employee shall be informed on a pre-set basis of their progress towards the completion of their training period.

(c) An employee rejected from the training will be so informed in writing by the Employer.

(d) Unless the employee is under direct supervision, an employee operating equipment at a higher rate shall receive substitution pay in accordance with Article 27.4(a).

30.4 Completion of Courses on Company Time

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

30.5 Reimbursement for Approved Courses

(a) Employees shall be reimbursed one-hundred percent (100%) of employer pre-approved costs.

(b) The parties to this agreement may mutually agree to an alternate reimbursement percentage for approved job related courses.

(c) Termination of employment will nullify any obligation of assistance by the Employer.

30.6 Training Away from Regular Assembly Point

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

30.7 Examinations

(a) Employees shall be permitted to write an examination required by the Employer, upon satisfactory completion of the necessary term of service and training programs. Employees who fail an examination shall, upon request and where available, receive a copy of their examination and shall be eligible to be re-examined. This provision shall not apply to examinations set as a condition of employment.

(b) Where the Employer requires an employee to upgrade their qualifications or licensing, the Employer shall pay all related costs for upgrading.

30.8 Training

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

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

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

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

ARTICLE 31 - AUXILIARIES

31.1 Notice

Where an employee is employed for a period of less than six (6) months', the Employer shall provide the employee with a letter of appointment stating the expected duration of employment and shall provide the employee with as much notice of layoff as is operationally feasible. This clause does not preclude auxiliary employees from being called in on an as-and-when-needed basis.

31.2 Layoff

Layoff of Auxiliary employees shall be by classification in reverse order of seniority, within a seniority block.

31.3 Offers of Temporary Work

- (a) Auxiliary employees will be notified of available work by telephone or any other mutually agreeable means of communications.
- (b) If an employee is called for available work and declines the work offered, such decline will be considered to be a decline for purposes of Article 11.4(a)(4).
- (c) An employee who declined work within their seniority block on three (3) separate occasions in a six (6) month period (October - March and April - September) shall lose his seniority and shall be considered terminated for just cause. It is understood that only one (1) decline may be counted per calendar day.
- (d) Employees who are unavailable in the following circumstances will not have the decline or unavailability count as an occurrence for purposes of Article 11.4(a)(4):
 - (1) absence on a WCB claim;
 - (2) maternity leave;
 - (3) absence of bereavement leave without pay;
 - (4) leave to participate in activities of a Reserve Component of the Canadian Armed Forces;
 - (5) illness or proof of illness may be required in the absence if the absence is greater than five (5) days or where it appears a pattern of consistent or frequent absence is developing;
 - (6) illness of a dependent child of an employee, where no one other than the employee can care for the child. Proof of illness may be required if a pattern of consistent absence is developing;

- (7) union leave per Article 2.10;
- (8) jury duty;
- (9) medical or dental appointments;
- (10) any approved leave of absence or approved period of unavailability.

31.4 Auxiliary Displacement

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

- (1) absence of a WCB or ICBC claim;
- (2) maternity leave;
- (3) absence on bereavement leave;
- (4) leave to participate in activities of a Reserve Component of the Canadian Armed Forces, or provincial Emergency Program, or fire or police training seminars;
- (5) illness; proof of illness may be required if the absence is greater than five (5) days or where it appears a pattern of consistent or frequent absence is developing;
- (6) illness of a dependent child or spouse of an employee, where no one other than the employee can care for the child. Proof of illness may be required if a pattern of consistent absence is developing;
- (7) union leave per Article 2.10 or 2.11;
- (8) jury duty;
- (9) medical or dental appointments;
- (10) any approved leave of absence without pay.

(b) Senior auxiliary employees shall only be eligible to displace junior auxiliary employees if the displacement occurs immediately following the expiry of the leave(s) referred to in Article 31.4(a) above.

31.5 Auxiliary Benefits

Auxiliary employees with benefits at date of ratification will continue with benefits.

31.6 Health and Welfare

Auxiliary and post 65 age employees shall receive the following monies in lieu of health and welfare benefits:

Per Hour:	\$1.25 (\$1.10 for employees not in HSA)
Biweekly maximum:	\$87.50 (\$77 for employees not in HSA)

Refer to Appendix 9 for HSA terms.

While employed as an auxiliary Glen Hewko will be paid double the in lieu benefit.

The "*in lieu*" amounts will be increased in each year by equivalent of the Labour Component of the Annual Price Adjustment (COLA) or zero percent (0%), whichever is greater. Such increase will occur on the anniversaries of the collective agreement.

31.7 Designated Paid Holidays

Holidays as per *Employment Standards Act* (for all auxiliaries).

31.8 Annual Vacations

Auxiliary employees will be entitled to vacation pay at the rate of four percent (4%) of their regular earnings. Vacation pay will be calculated and paid biweekly.

Grandfather in at six percent (6%) for those auxiliaries on benefits on date of ratification.

Auxiliary employees may apply for scheduled unavailability up to a maximum of two (2) weeks' (ten [10] working days) per calendar year (ie. January 1st to December 31st) as follows:

- (a) The employee must have worked for the Company in the previous twelve (12) months' prior to the request being made;
- (b) Employees engaged on a less than full-time basis, if approved, shall only be granted a period of scheduled unavailability on a pro rata basis;
- (c) Requests for periods of scheduled unavailability must be submitted to the employee's immediate excluded supervisor at least one (1) month in advance of the leave date requested.
- (d) Management will review, assess and respond to such requests for scheduled unavailability taking into account operational considerations. Such approval will not be unreasonably denied.

31.9 Leave for Medical and Dental

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

31.10 Emergency Leave

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

31.11 Application of Agreement

- (a) Except as otherwise noted in this article, the provisions of Articles 13, 18, 19, 20, 21 and 25 do not apply to auxiliary employees. The provisions of other articles apply to auxiliary employees except as otherwise indicated.
- (b) Where leave from work is required, auxiliary employees shall be entitled to the provisions of Article 20.1 Bereavement Leave, however such leave shall be without pay and without loss of seniority.
- (c) For the purpose of Article 21 Maternity and Parental Leave for auxiliary employees shall be in accordance with the *Employment Standards Act*.

31.12 Yard Closure

In the event of a yard closure auxiliary employees shall be entitled to bump junior employees in unaffected yards.

ARTICLE 32 - PENSION PLAN

32.1 Establishment of a Plan

- (a) The Employer agrees to become and remain a contributing Employer to a Group RRSP which complies with all relevant provincial and federal legislation.
- (b) All eligible employees covered by this agreement shall participate in the Group RRSP.

32.2 Definition of Eligible Employees

- (a) Eligible employees for the purpose of the Group RRSP include all regular employees, as well as those employees as provided for in the *Pension Benefits Standards Act* of British Columbia who are eligible on application "*after completing two (2) years of employment with earnings of not less than thirty-five percent (35%) of the year's maximum pensionable earnings as annually determined by Revenue Canada in each of two (2) consecutive calendar years*".
- (b) The Employer shall review all part-time employee and auxiliary employee records twice annually, once on June 1st and once on December 1st. On or before the first pay period in July and January respectively, part-time and auxiliary employees who qualify as stated in (a) above will be advised by the Employer. This article does not preclude a part-time or auxiliary employee from inquiring if they qualify.
- (c) Within seven calendar days of hiring, auxiliary employees shall be advised of the Pension Plan and be provided with a mutually agree-to form in which to register for the plan which would take effect once they have reached the YMPE threshold.

32.3 Contribution Rates

The contribution to the Group RRSP will be seven percent (7%) of the member employees' basic salary. Salary, for pension purposes means, in respect of each member employee, the sum of the wages, shift differential or service bonuses and vacation pay received in a calendar month; notwithstanding the foregoing, money paid in lieu of vacation shall be specifically excluded in their determination of salary. The Employer's required contributions to the Group RRSP will be seven percent (7%) of the member employees' salary. The Employer will also deduct from each member employee's salary, six percent (6%) and remit that amount, together with the Employer's required contribution on behalf of each employee, to the Group RRSP.

Effective April 9, 2019, the Employer contribution rate shall be reduced by two percent (2%). The Employer contributions will be restored to the previous level with fifty percent (50%) of wage increases (The Labour Component of the Annual Price Adjustment (COLA) in the Ministry of Transportation and infrastructure Maintenance agreement (Schedule XXXX) that come into effect after the four percent (4%) in COLA increase savings are realized.

32.4 Remittance of Contributions

All Employer and employee required contributions to the Group RRSP shall be paid to the Group RRSP no later than ten (10) days of the month following the month in which the contribution was due. In any event, all employer and employee required contributions to the Group RRSP shall be paid to the Group RRSP no later than ten (10) days after the end of the calendar month in which the salary is earned by members who are employees of the Employer.

32.5 Late Remittance

The payment of such delinquency charge will be made in a manner prescribed by the B.C. Government and Service Employees' Union or its designate.

ARTICLE 33 - GENERAL CONDITIONS**33.1 Point of Assembly**

Each employee will be assigned a regular point of assembly within their seniority block, such as a yard, maintenance depot, office, etc.

33.2 Return to Regular Point of Assembly

Subject to Letter of Intent #2:

- (a) Both parties recognize the desirability of employees returning from field locations to their regular point of assembly as the case may be for days of rest whenever possible. To this end the Employer shall make every reasonable effort to make transportation available for return to the regular point of assembly for rest days.
- (b) Where the Employer determines that it is not practical for employees to return to the regular point of assembly for rest days, then employees will be scheduled to return to the regular point of assembly every twenty (20) scheduled working days, and will be given an additional day off with pay with their rest days.
- (c) Scheduled return trips to the regular point of assembly may be altered due to operational requirements providing the period is not extended by more than five (5) working days.

33.3 Employer Vehicle Use

An employer vehicle will be made available to crews working at a temporary field point of assembly for reasonable use in the field location. For vehicle use under this clause and for return to the regular point of assembly, the driver must be a responsible employee (approved by the Employer) who is prepared to return the vehicle in an undamaged and serviceable condition. If such use results in a loss to a third party or to the vehicle as a result of the driver's ability being impaired by the use of alcohol or drugs, the employee will be expected to compensate the Employer for any portion of the loss which is not payable by the Insurance Corporation of BC because of impairment.

33.4 Indemnity

(a) *Civil Actions*

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 judgement against the Employer. The Employer agrees to pay any judgement 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 performance of their duties the Employer shall assume liability for reasonable legal fees.

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

(d) In order that the above provisions shall be binding upon the Employer, the employee shall notify the Employer immediately, in writing, of any incident or course of events which may lead to legal action

against 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 investigation or other proceedings 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 proceedings of any nature or kind.

33.5 Copies of Agreement

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

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

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

Collective Agreement
between the
Nechako Northcoast Construction – Terrace
(Contract Area 26)
and the
B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION
Effective to March 31, 2027

- (c) All agreements shall be printed in a union shop and shall bear a recognized union label. The agreement shall be in pocket size format (4" x 6").

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

33.6 Travel Advance

Employees who proceed on travel status shall be provided with an adequate travel advance. The amount of the advance will be determined by such factors as time away from the regular point of assembly and the frequency of reimbursement.

33.7 Work Group

Each work group working from a common assembly point shall be considered completely independent for the following purposes:

- Substitution
- Rotation of Shifts
- Allocation of Overtime

- Preference in Vacation
- Training Courses
- Work Schedules

33.8 Technical Orders

Trade qualified employees will take technical orders only from a supervisor in their own, or a related trade, or Management when supervisors are not available.

33.9 Parking

The Employer agrees to designate adequate space at each yard for employee parking.

33.10 Private Vehicle Damage

Where an employee's vehicle is damaged as a direct result of the employee being employed by the Employer, the insurance deductible shall be paid by the Employer.

33.11 Trade Qualified Employees Not to Work as Helpers

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

33.12 Telephone Facilities

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

33.13 Political Activity

(a) Municipal and School Board Offices

(1) Employees may seek election to municipal and school board offices provided that the duties of the municipal or school board office other than regular council or board meetings do not impinge on normal working hours.

(2) Where municipal council or school board meetings are held during the employee's normal working hours, the Employer shall grant leave without pay to attend such meetings.

(b) Federal and provincial Offices

There are no restrictions on employees engaging in political activities on their own time as campaign workers. If an employee is nominated as a candidate for election, the employee shall be granted leave without pay in accordance with Article 20.4(a) to engage in the election campaign. If elected, the employee shall be granted leave of absence in accordance with Article 20.4(c). If not elected, the employee shall be allowed to return to their former position.

ARTICLE 34 - TERM OF AGREEMENT

34.1 Duration

This agreement shall be binding on the parties hereto and shall be effective from the date of ratification and remain in effect until midnight March 31, 2027.

34.2 Notice to Bargain

- (a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after January 11, 2027 but in any event not later than midnight, February 10, 2027.
- (b) Where no notice is given by either party prior to January 10, 2027, both parties shall be deemed to have given notice under this section on January 10, 2027.
- (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 President or their designate.
- (d) Where a party to this agreement has given notice under Article 34.2, the parties shall, within ten (10) days after the notice was given or at such other times as may be mutually agreed, commence collective bargaining.
- (e) Both parties shall adhere fully to the terms of this agreement during the period of bona fide collective bargaining.

34.3 Changes in Agreement

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

34.4 Limitations

- (a) The signing of this agreement supersedes all other agreements and understandings between the parties hereto.
- (b) The parties hereto agree that the operation of Sections 50(2); 50(3) of the *Labour Relations Code* of British Columbia is hereby excluded.

34.5 Joint Orientation

Within ninety (90) days of ratification of this agreement, a joint orientation session involving all shop stewards, bargaining committee members and supervisory personnel, shall be held without loss of pay to review the terms and conditions of this agreement.

**SIGNED ON BEHALF OF
THE UNION:**

Stephanie Smith
President

Grant Causey
Bargaining Chairperson

Dennis Haugland
Bargaining Committee

Edward Moore
Bargaining Committee

Rory Smith
Vice President BCGEU

Frank N. Anderson
Regional Coordinator

**SIGNED ON BEHALF OF
THE EMPLOYER:**

Dan Beaulac
General Manager

Debbie Russell
Chief Financial and Administration Officer

"Andrea Zwack"
Andrea Zwack
GLGZ Law

Dated this _____ day of _____, 20 ____.

APPENDIX 1

Short and Long-Term Disability

PART I - SHORT-TERM ILLNESS AND INJURY PLAN

1.1 Eligibility

Regular employees shall be covered by the Short-Term Illness and Injury Plan upon completion of three (3) months' of active service as a regular employee with the Employer.

1.2 Short-Term Plan Benefit

(a) In the event an employee is unable to work because of illness or injury they will be entitled to a benefit of seventy-five percent (75%) of pay for a period not to exceed seven (7) months' from date of absence, (Short-Term Plan Period).

(b) The seventy-five percent (75%) benefit may be supplemented in quarter day increments by the use of the following in descending order:

1. accumulated sick leave credit;
2. compensatory time off;
3. vacation entitlement.

1.3 Recurring Disabilities

(a) Employees who return to work after being absent because of illness or injury, and within five (5) consecutive scheduled days of work again become unable to work because of the same illness or injury are considered to still be within the original Short-Term Plan period as defined in Section 1.2(a).

(b) Employees who return to work after being absent because of illness or injury and within five (5) consecutive scheduled workdays again become unable to work because of a new illness or injury unrelated to the illness or injury that caused the previous absence shall be entitled to a further seven (7) months' of benefits under this plan.

(c) Employees who return to work after being absent because of illness or injury, and after working five (5) or more consecutive scheduled days of work, again become unable to work because of the same illness or injury will be entitled to a further seven (7) month period of benefits under this plan, except as provided in (d) below, where the Short-Term Plan period shall continue to be as defined in Section 1.2(a).

(d) Where an employee is returning to work after a period of illness or injury and where the Labour/Management Committee has approved such return on a trial basis for assessment and/or rehabilitation purposes, the Short-Term Plan period shall continue to be as defined in Section 1.2(a). Such trial period must be approved during the period the employee is receiving short-term benefits; however, the end of the trial period can go beyond the Short-Term Plan benefit period.

(e) Employees who return to work after a period of illness or injury and who do not work the same number of hours that were scheduled prior to the illness or injury shall receive prorated benefits under this plan, however, not beyond seven (7) calendar months' from the initial date of absence as defined in Section 1.2(a), if absence is due to the same illness or injury.

1.4 Doctor's Certificate of Inability to Work

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

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

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

1.5 Integration with Other Disability Income

Short-term benefits will be reduced by all other disability income benefits to which the absent employee is entitled except disability income which was being received prior to the illness or injury resulting in the employee being absent from work and which is unrelated to the illness or injury causing the current absence and the one-quarter (¼) day accumulation that is being used to supplement the plan, pursuant to Article 1.2(b). Other disability income benefits will include:

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

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

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

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

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

1.6 Benefits Not Paid During Certain Periods

Benefits will not be paid when an employee is:

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

Notwithstanding (g) above, where an illness or injury occurs during a period of approved:

- (1) educational leave,
- (2) general leave of absence not exceeding thirty (30) days,
- (3) maternity leave, or adoption leave,

which prevents the employee from returning to work on the scheduled date of return, the Short-Term Plan will be effective from the date of disability due to illness or injury and benefits will be paid for the balance of the seven (7) month period remaining from the scheduled date of return to work. For maternity leave, the intention is no coverage for normal pregnancy.

1.7 Employee to Inform Employer

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

1.8 Entitlement

For the purpose of calculating six (6) days per calendar year, one (1) day shall be considered to be one (1) day regardless of the regularly scheduled workday. Calculation for part-time employees and partial days will be on a prorated basis.

1.9 EI Premium

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

1.10 Benefits Upon Layoff or Separation

- (a) Subject to (b) and (c) below, regular employees who have completed three (3) months' of service and who are receiving benefits pursuant to Section 1.2, shall continue to receive such benefits upon layoff or separation until the termination of the illness or until the maximum benefit entitlement has been granted, whichever comes first, if the notice of layoff or separation is given after the commencement of the illness for which the benefits are being paid.

(b) In the event that layoff or separation notice was given prior to the commencement of the illness, benefits will cease on the effective date of the layoff or separation only if the illness commenced within two (2) months' of the effective date of the layoff or separation.

(c) Benefits will continue to be paid in accordance with (a) above for which notice of layoff or separation was given prior to the commencement of the illness and if the illness commenced more than two (2) months' before the effective date of the layoff or separation.

PART II - LONG-TERM DISABILITY PLAN

2.1 Eligibility

(a) Regular full-time employees shall be covered by the Long-Term Disability Plan upon completion of six (6) months' active employment with the Employer.

(b) An employee who is not actively at work because of illness or injury on the workday coincident with, or immediately preceding, the date they would otherwise have become eligible for coverage under the Plan will not be eligible for coverage until the date the employee returns to active employment.

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

2.2 Long-Term Disability Benefit

In the event an employee, while covered under this plan, becomes totally disabled as a result of an accident or a sickness, then, after the employee has been totally disabled for seven (7) months', including periods approved in Section 1.3(a) and (c), they shall be eligible to receive a monthly benefit as follows:

(a) While the employee has a sick bank balance to be used on a day-for-day basis, full monthly earnings will continue until the sick bank is exhausted, and Section 2.6 will not apply.

(b) When an employee has no sick bank, or after it is exhausted, the employee shall receive a monthly benefit equal to the sum of:

(1) Effective upon ratification, sixty-eight and three-tenths percent (68.3%) of the first one thousand nine hundred dollars (\$1900) of monthly earnings; and

(2) Fifty percent (50%) of the monthly earnings above one thousand nine hundred dollars (\$1900).

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

The basic monthly earnings as at the date of disability shall be the salary in effect for the last month of the Short-Term Plan period, or equivalent seven (7) month period, taking into consideration any retroactive adjustments. The date of disability for determining the commencement of the first two years of disability shall be the day following the last month of the Short-Term Plan period, or an equivalent seven (7) month period.

(c) The long-term disability benefit payment will be made so long as an employee remains totally disabled in accordance with Section 2.3, and will cease on the date the employee recovers, or at the end of the month in which the employee reaches age 65, or resigns or dies, whichever occurs first.

(d) An employee in receipt of long-term disability benefits will be considered an employee for purposes of superannuation and will continue to be covered by group life, extended health, dental and medical plans. Employees will not be covered by any other portion of a collective agreement but will retain the right of access to a the joint Labour/Management Committee pursuant to Article 7, and will

retain seniority rights should they return to employment within six (6) months' following cessation of benefits.

2.3 Total Disability

(a) Total disability, as used in this Plan, means the complete inability because of an accident or sickness of a covered employee to perform all the duties of their own occupation for the first two (2) years of disability. Thereafter, employees able by reason of education, training or experience to perform the duties of a gainful occupation for which the rate of pay is not less than seventy-five percent (75%) of the current rate of pay of their regular occupation at date of disability will not be considered totally disabled and will therefore not be eligible for benefits under this Long-Term Disability Plan.

(b) Total disabilities resulting from mental or nervous disorders are covered by the Plan in the same manner as total disabilities resulting from accidents or other sicknesses, except that an employee who is totally disabled as a result of a mental or nervous disorder and who has received twenty-four (24) months' of Long-Term Disability Plan benefit payments must be confined to a hospital or mental institution or where they are at home, under the direct care and supervision of a medical doctor, in order to continue to be eligible for benefit payments.

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

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

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

The rehabilitative employment of a disabled employee will continue until such time as the employee's earnings from rehabilitative employment exceed eighty-five percent (85%) of the employee's earnings at the date of disability but in no event for more than twenty-four (24) months' from the date benefit payments commence.

If earnings are received by an employee during a period of total disability and if such earnings are derived from employment which has not been approved of as rehabilitative employment by their doctor and the Employer, then the regular monthly benefit from the Plan will be reduced by one hundred percent (100%) of such earnings.

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

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

2.4 Exclusions from Coverage

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

- (a) war, insurrection, rebellion, or service in the armed forces of any country after the commencement of this plan;
- (b) voluntary participation in a riot or civil commotion except while an employee is in the course of performing the duties of their regular occupation;
- (c) intentionally self-inflicted injuries or illness;
- (d) pregnancy, childbirth, miscarriage or abortion, except severe complications following termination of pregnancy; (intention is no coverage for normal pregnancy);
- (e) a disability known to the Employer and which was specifically taken into account by the Employer at time of hiring.

2.5 Pre-Existing Conditions

An employee shall not be entitled to long-term disability benefits from this Plan if their total disability resulted from an accident, sickness or mental or nervous disorder with respect to which medical treatment, services or supplies were received in the ninety (90) day period prior to the date of hire unless they have completed twelve (12) consecutive months' of service after the date of hire during which time they have not been absent from work due to the aforementioned accident, sickness or mental or nervous disorder with respect to which medical treatment, services or supplies were received. This clause does not apply to present employees who have been continuously employed since April 1, 1977.

2.6 Integration with Other Disability Income

In the event a totally disabled employee is entitled to any other income as a result of the same accident, sickness, mental or nervous disorder that caused them to be eligible to receive benefits from this Plan, the benefits from this Plan will be reduced by one hundred percent (100%) of such other disability income.

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

- (a) any amount payable under the *Workers Compensation Act* or Law or any other legislation of similar purpose, and
- (b) any amount the disabled employee receives from any group insurance, wage continuation or pension plan of the Employer that provides disability or retirement income, and
- (c) any amount of disability income provided by any compulsory Act or law, and
- (d) any periodic primary benefit payment from the Canada or Quebec Pension Plans or other similar social security plan of any country to which the disabled employee is entitled or to which they would be entitled if their application for such a benefit were approved, and
- (e) any amount of disability income provided by any group or association disability plan to which the disabled employee might belong or subscribe.

The amount by which the disability benefit from this Plan is reduced by other disability income will normally be the amount to which the disabled employee is entitled upon becoming first eligible for such other disability income. Future increases in such other disability income resulting from increases in the Canadian Consumer Price Index or similar indexing arrangements will not further reduce the benefit from this Plan.

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

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

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

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

2.7 Successive Disabilities

If, following a period of total disability with respect to which benefits are paid from this Plan, an employee returns to work on a full-time basis for a continuous period of six (6) months' or more, any subsequent total disability suffered by that employee, whether related to the preceding disability or not, shall be considered a new disability and the disabled employee shall be entitled to benefit payments in accordance with the provisions of this Plan.

In the event the period during which such an employee has returned to work is less than six (6) months' and the employee again suffers a total disability and that is related to the preceding disability, the subsequent disability shall be deemed a continuation of the preceding disability, and the disabled employee shall be entitled to benefit payments in accordance with the provisions of this Plan as though they had not returned to work.

Should such an employee suffer a subsequent disability that is unrelated to the previous disability and, provided the period during which the employee returned to work is longer than one (1) month, the subsequent disability shall be considered a new disability and the employee shall be entitled to benefit payments in accordance with the provisions of this Plan. If the period during which the employee returned to work is one (1) month or less, the subsequent disability shall be deemed a continuation of the preceding disability and the disabled employee shall be entitled to benefit payments in accordance with the provisions of this Plan.

2.8 Cessation of Plan Coverage

An employee shall cease to be eligible for benefits of this Plan at the earliest of the following dates:

- (a) at the end of the month in which the employee reaches their sixty-fifth (65th) birthday;
- (b) on the date of commencement of paid absence prior to retirement;
- (c) on the date of termination of employment with the Employer.

Benefits will not be paid when an employee is serving a prison sentence.

Cessation of active employment as an employee shall be considered termination of employment except when an employee is on authorized leave of absence with or without pay.

2.9 Leave of Absence

Employees on leave of absence without pay may opt to retain coverage under the plan and shall pay the full premium, except when on approved Maternity Leave. Coverage will be permitted for a period of eighteen (18) months' of absence without pay except that if the leave is for educational purposes the maximum period will be extended to two (2) years. If an employee on leave of absence without pay or with partial pay, who has elected coverage under this Plan, becomes disabled, benefits under this Plan will be based upon monthly earnings immediately prior to the current leave of absence.

2.10 Benefits Upon Plan Termination

In the event this Long-Term Disability Plan is terminated, the benefit payments shall continue to be paid in accordance with the provisions of this Plan to disabled employees who become disabled while covered by this Plan prior to its termination.

2.11 Contributions

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

2.12 Waiver of Contributions

Employee contributions to this Plan shall be waived with respect to disabled employees during the time such an employee is in receipt of disability benefit payments from this Plan.

2.13 Claims

Long-term disability claims will be adjudicated and paid by a claims-paying agent to be appointed by the Employer. In the event a covered employee disputes the decision of the claims-paying agent regarding a claim for benefits under this Plan, the employee may arrange to have their claim reviewed by a claims review committee composed of three (3) medical doctors; one (1) designated by the claimant, one (1) by the Employer, and a third agreed to by the first two. Written notice of a disputed claim or an appeal under this Plan shall be sent to the Plan Administrator.

Written notice of an appeal must be submitted within six (6) months' from the date the claims-paying agent rejected the claim. The expenses incurred by a claims review committee will be paid by the Plan.

Where an employee has disputed the decision of the claims-paying agent and is awaiting the outcome of a review or an appeal, the employee will be considered to be on leave of absence without pay during the portion of the waiting period when they are not receiving pay or benefit allowance. During the waiting period an employee will continue to be covered by group life, extended health, dental and medical plans.

2.14 Physical Examination

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

2.15 Canadian Currency

All monies payable to or from this plan shall be payable in Canada in Canadian currency.

2.16 Administration

The Employer will be the administrator of the Plan. All questions arising as to the interpretation of this Plan shall be subject to the grievance and arbitration procedures in Articles 8 and 9 of the agreement.

2.17 Implementation by Regulation

The provisions of this Plan shall become part of a memorandum of agreement between the parties and will be implemented by regulation.

2.18 Benefit Level

Persons receiving benefits shall receive the same increases to their benefit level as do the employees covered by the terms and conditions of this collective agreement receive in wage increases.

PART III - LABOUR/MANAGEMENT COMMITTEE

The Labour/Management Committee (Article 7.3[a]) shall consider and make recommendations to the bargaining principals on all matters related to the effective administration of the Short-Term Illness and Injury and Long-Term Disability Plans and to consider and make recommendations to the bargaining principals on any questions which may arise related to interpretation or application of the wording of Appendix 1. The Committee shall consider and report back on all matters related to the plans which may be referred to it jointly by the bargaining principals.

PART IV - REHABILITATION

In the event that a regular employee becomes incapacitated through accident or sickness and they are unable to perform all the duties of their own occupation, the following shall apply:

(a) For the purpose of this clause, incapacity shall mean where the employee is unable to perform all the duties of their own occupation as defined in Article 2.3(a) of the Long-Term Disability Plan.

(b) Where the employee meets the definition in (a) above, the Employer shall provide the employee with an application for alternate suitable employment on a mutually-agreed form.

An employee who fails to sign the application form shall have benefits suspended. An employee shall be afforded an opportunity to demonstrate that there were reasonable grounds for not having signed the application form.

(c) The application shall be completed and returned to the Employer who shall within ten (10) workdays forward the application to the Secretary. The committee members shall be provided with copies of the application.

(d) The Labour/Management Committee will, based on the information, coordinate the necessary medical and/or vocational assessments and determine the following:

- (1) if the application is properly before the Committee;
- (2) based on the assessment, determine whether the employee is immediately capable of performing alternate or rehabilitative employment;
- (3) if no to (2) above, the Committee may, based on the assessments, implement the necessary training to place the employee in rehabilitative employment;
- (4) where the employee is considered capable of performing alternative employment, or once the employee has successfully concluded rehabilitative employment and is able to perform the duties of a gainful occupation, they shall be subject to Article 13 of this agreement, excluding displacement options, pursuant to Article 13.2.

APPENDIX 2
Hourly Wage Rates

Classification/Series	April 11, 2018	April 11, 2019	April 11, 2020	April 11, 2021	April 11, 2022	April 11, 2023	April 11, 2024	April 11, 2025	April 11, 2026	April 11, 2027
	COLA*	COLA*	COLA*	COLA*	COLA*	COLA*	COLA*	COLA*	COLA*	COLA*
The greater of 0% or COLA	2.62% or COLA									
BRIDGEWORKER										
BW Laborer	30.50	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
BW2	31.30	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
BW3	32.98	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
TJB	34.78	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
TSB	37.74	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
MACHINE OPS SERIES										
LAB/FLA	28.93	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
MO1	30.50	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
MO2	32.11	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
MO3	32.99	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
RF1	33.89	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
RF2	34.78	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
RF3	35.76	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
RF4	36.75	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
SIG	31.30	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
MECHANICAL SERIES										
TJM LT	34.78	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
TJM HD	35.74	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
TSM	37.74	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
TJA (Warehouse)	32.11	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
MNT (Mechanic non-ticketed)	32.11	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
FERRY WORKER SERIES										
F1A (F01 Year 0-1)	26.07	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
F1B (F01 Year 1-2)	27.55	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
F1C (F01 Year 2+)	29.66	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA
F02	29.66	COLA	COLA	COLA	COLA					
Stock Assistant	26.69	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA	COLA

"COLA"* shown for each of the eight years of the collective agreement, with the following notes at the bottom of the wage scale:

*"COLA" refers to: The Labour Component of the Annual Price Adjustment (COLA) in the Ministry of Transportation and Infrastructure Maintenance agreement (Schedule XXXX), or zero percent (0%) whichever is higher.

*The first 4% of the "COLA", after the 2018 increase above, from the Ministry of Transportation and Infrastructure Maintenance agreement (Schedule XXXX) will be a 0% wage increase.

*"COLA" increases are also impacted by the provisions in the pension plan, pursuant to XXXX XXXX.

The auxiliary wage scale will be as follows:

Up to 500 hours	80% of rate
501 - 1000 hours	85% of rate
1001 - 1500 hours	90% of rate
1501 - 2000 hours	95% of rate
2001 hours or more	100% of rate

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

Employees will have six (6) months' recall until they have amassed five hundred (500) straight-time hours at which time they will have nine (9) months' recall.

- *Wing Truck/Extended Underbody*: thirty-five cents (35¢) per hour premium will be paid to equipment operators while operating a truck equipped with a wing plow or extended underbody.

APPENDIX 3 Rates of Pay for Apprentices

Two-year Apprenticeship Program

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

Three-year Apprenticeship Program

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

Four-year Apprenticeship Program

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

Five-year Apprenticeship Program

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

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

APPENDIX 4 Board, Lodging and Relocation Expenses

Definitions

For the purpose of these regulations:

"stationary employees" are employees who occupy positions that require them to:

- (a) carry out their duties on a day-to-day basis at their headquarters; and/or
- (b) travel from their headquarters for short periods of time; and/or

- (c) travel from their headquarters more or less on a continuous basis, but whose assignments are of sufficiently short duration so that temporary headquarters cannot be practically assigned.

"*travel status*" with respect to an employee means absence of the employee from the employee's designated headquarters or geographic location on the Employer's business with the approval of the Employer.

"*headquarters*" is that area within a radius of ten (10) kilometres where employees ordinarily perform their duties.

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

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

"*reasonable amount of property*" where an employee elects to purchase a dwelling house on a piece of property that would not be considered a "*reasonable amount*" (i.e., hobby farm, etc.), the following formula shall be used to determine the value of the private dwelling house for legal fee reimbursement purposes:

- (a) value of an average serviced lot in or close to the nearest town;
- (b) assessed value of actual house on site;
- (c) total added value in (a) and (b).

PART I - BOARD AND LODGING REGULATIONS

1.1 Travel Status

Employees who are required to travel away from their permanent headquarters are entitled to the current rates as follows:

- (1) meal allowances as outlined in Article 27.7, and
- (2) accommodation reimbursement; and
- (3) where private accommodation is used they will be entitled to forty dollars (\$40) per night.

PART II - RELOCATION EXPENSES

2.1 Policy

- (a) Relocation expenses will apply to employees who have to move from one headquarters or geographic location to another as a result of exercising rights in Article 13.2.
- (b) Relocation expenses will not apply, but instead the applicable travel, living and moving expenses provided in accordance with Sections 2.2, 2.3, 2.4, 2.6 and 2.7 of this appendix will apply to apprentice employees where there is a pre-programmed change in their headquarters.
- (c) To employees entitled to relocation expenses, the Employer will pay travelling, living and moving expenses on relocation in accordance with the following provisions.

2.2 Travel Expenses on Relocation

- (a) *Initial Trip to Seek New Accommodation*

The Employer shall grant, with no loss of basic pay, prior to relocation, at a time mutually agreeable to the Employer and the employee, up to five (5) days plus reasonable travel time, to an employee being

relocated and shall reimburse the employee for travel expenses for the employee and spouse in accordance with this agreement.

Any time beyond specified time may be charged against the employee's annual vacation credits, however, expenses will not be payable. This leave must be for the specific purpose of locating accommodation, with the intent, in as many instances as possible, that furniture and household effects may be delivered directly to the new residence.

(b) Travelling Expenses Moving to New Location

The Employer shall provide reimbursement of travel expenses incurred during relocation for employees and dependants, for the actual travel time, plus accommodation and meals up to seven (7) days at the new location when employees are unable to move into the new accommodation. Such expense allowances will be in accordance with this agreement.

Meals: Adults - full rate
 Children 12 and under - one-half (½) rate

Motel or Hotel: on production of receipts. Private lodging at old or new location at current rate.

(c) Where dependants of an employee relocate at a time different than the employee, the Employer shall reimburse the employee for his dependants' travel expenses, meals and accommodation incurred while travelling to the new headquarters area. In such cases where the employee remains eligible for benefits pursuant to Section 2.03, the employee will be reimbursed for his dependants' meals at the new location for a period of up to seven (7) days.

The above allowances will be in accordance with the current agreement.

2.3 Living Expenses Upon Relocation at New Location

After the first seven (7) days has expired at the new location and the employee can establish to the satisfaction of the Employer that there is no suitable housing available, then:

- (a) the Employer shall pay an employee not accompanied by dependants at the new location, a living allowance of thirteen dollars (\$13) per day up to a maximum of thirty (30) days; or
- (b) the Employer shall pay an employee accompanied by dependants at the new location, a living allowance of sixteen dollars and fifty cents (\$16.50) per day up to a maximum of sixty (60) days.
- (c) Where an employee is receiving the payment in (a) above and is later joined by his dependants at the new location and the employee is still eligible for payment under this section, the payment shall be as in (b) above. However, the maximum period of payment under (a) and (b) shall not exceed sixty (60) days.

2.4 Moving of Household Effects and Chattels

On relocation, the Employer shall arrange and pay for the following:

- (a) moving of household effects and chattels up to 8,165 kg. including any item(s) which the contracted mover will accept as part of a load which includes household appliances and furniture, hobbies, boats, outboard motors and pianos;
- (b) comprehensive insurance to adequately protect the employee's household effects and chattels during the move up to a maximum of thirty thousand dollars (\$30,000);
- (c) where necessary, insured storage up to two (2) months', upon production of receipts;

- (d) the packing and unpacking of the employee's household effects and chattels;
- (e) when an employee is being relocated and opts to move his own household effects and chattels, the employee shall receive one of the following allowances:
 - (1) three hundred dollars (\$300) for a move not exceeding a distance of two hundred and forty (240) kilometres;
 - (2) six hundred dollars (\$600) for a move which exceeds a distance of two hundred and forty (240) kilometres;
 - (3) one hundred and twenty-five dollars (\$125) where the employee is entitled to receive the amount pursuant to Section 2.7(d).
- (f) Where the employee exercises an option pursuant to (e) above then the provisions of (a) and (d) above shall not apply.

2.5 Moving of Mobile Homes

On relocation, an employee who owns a mobile home may opt to have his mobile home moved by the Employer in either of the following circumstances:

- (a) Where an employee's mobile home is moved by the Employer under this section then the Employer shall also arrange and pay for the following:
 - (1) moving of single wide mobile trailer or home up to the maximum width allowed on the highway with a permit including any skirting, cabanas or attachments. Where mobile homes in excess of the above are involved, the Employer will pay:
 - the equivalent cost of moving a single wide mobile trailer or home up to the maximum width allowed on highways with a permit, or
 - the real estate and legal fees involved in selling the extra wide trailer up to a maximum of three thousand five hundred dollars (\$3500);
 - (2) comprehensive insurance to adequately protect the employee's household effects, chattels and trailer during the move up to a maximum of twenty-five thousand dollars (\$25,000);
 - (3) the setting up and levelling of a mobile home or double wide, at the new location to a maximum of five hundred dollars (\$500) upon production of receipts;
 - (4) the packing and unpacking of the employee's household effects and chattels if required.
- (b) Where an employee is living in a mobile home and chooses to move the mobile home to the new headquarters area, the employee shall be entitled to reimbursement for costs covered in (a) above up to a maximum of two thousand dollars (\$2000) upon production of receipts.

2.6 Moving of Personal Vehicles Upon Relocation

The Employer shall reimburse employees for the cost of transporting one (1) personal vehicle and one (1) trailer towed by the personal vehicle.

The vehicle and trailer, where applicable, may be driven in which case current vehicle allowance rates for the vehicle only will apply, or, vehicle and trailer, where applicable may be shipped by rail in which case the cost of the least expensive method will be paid.

In addition, the Employer will pay for any additional transportation charges such as ferry fares for the vehicle and trailer with or without load.

2.7 Incidental Expenses on Relocation

The Employer shall pay to the employee upon relocation only one of the following amounts, to cover incidental expenses on relocation, and once the employee has claimed one allowance no alternate further claim may be made:

- (a) when an employee purchases a private dwelling house in the new location - four hundred and twenty-five dollars (\$425);
- (b) when the employee is moving to rental accommodation in the new location - one hundred and seventy-five dollars (\$175);
- (c) when an employee is moving with a mobile home - one hundred and twenty-five dollars (\$125);
- (d) when the employee is moving to room and board - seventy-five dollars (\$75).

The application for incidental expenses on relocation must be made by the employee on the appropriate form within sixty (60) days of the employee's arrival at the new location, unless there is no available suitable housing, in which case application must be made within sixty (60) days of suitable housing becoming available.

2.8 Notice to Employee Upon Relocation

It is understood and agreed that the Employer will provide employees with reasonable notice of the relocation effective date, and wherever possible, at least one (1) month's notice shall be given. Where less than one (1) month's notice is given, or the relocation date is altered either earlier or later than the relocation effective date given which directly results in duplication of rent costs to the employee, then the Employer agrees to reimburse the employee, upon production of receipts, for the duplicate rent payments at the new location.

2.9 Requested Relocation by Employee

Where an employee requests a relocation from one headquarters or geographic location to another, all travelling and living expenses incurred in such a move are the responsibility of the employee.

2.10 Real Estate and Legal Fees

On relocation or within one (1) year of the effective date of relocation, an employee who purchases and/or sells their private dwelling will be entitled to claim for the following expenses upon production of receipts:

- (a) Reimbursement of fees to a maximum of four thousand five hundred dollars (\$4500) charged by a real estate agency for the selling of the employee's private dwelling in which they resided immediately prior to relocation.
- (b) An employee who has sold their own home without the aid of a realtor shall be entitled to claim seven hundred and fifty dollars (\$750).
- (c) Allowance for legal fees encumbered upon the employee because of the purchase of their private dwelling house in which they live after relocation will be paid in accordance with the following:
 - (1) one percent (1%) of the first forty thousand dollars (\$40,000) of the purchase price;
 - (2) one-half of one percent (.5%) of any amount of the purchase price above forty thousand dollars (\$40,000);
 - (3) the total cost to the Employer under Section 2.10 (c) shall not exceed eight hundred dollars (\$800).

- (d) Where an employee purchases a reasonable amount of property, secures a joint mortgage (land and private dwelling) and begins construction within six (6) months' of relocation (i.e., foundation poured), they shall be entitled to reimbursement of legal fees not to exceed the amount specified in (c) above. In these circumstances, the reimbursement shall be for one transaction only.
- (e) The employee may only claim legal fee reimbursement in either (c) or (d) above, not both.

APPENDIX 5 Excluded Personnel

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

- 1 - President
- 1 - General Manager
- 1 - Comptroller
- 1 - Operations Coordinator/Planner
- 1 - Area Road Superintendent (Vacant)
- 1 - Senior Road Foreman
- 1 - Area Bridge Foreman
- 1 - Mechanical Superintendent (Vacant)

APPENDIX 6 Minimum Accommodation Standards for Camps

1.1 Application

- (a) The following conditions shall apply to camps operated by the Employer provided:
 - (1) It is understood that the standards shall apply only to camps established to serve solely as living accommodation for employees.
 - (2) The standards will not apply to relocatable non-permanent structures (i.e. trailer units) which are temporarily moved on to the site of a permanent camp unless same are occupied continuously for more than one (1) year.
 - (3) The standards do not apply in any way to employees who reside at a camp location in their own accommodation.
- (b) It is understood that the Employer may exceed the stated standards/specifications.
- (c) Current camps are specified as Salvus.

1.2 Statutory Requirements

The Employer shall abide by current applicable Statutes, Codes or concomitant Regulations regulating building construction and operation of camp facilities.

1.3 Residential Room Construction

- (a) Rooms shall be not less than 7.43 square metres (80 sq. ft.) of floor space.

- (b) The floor shall be covered with a suitable flooring material such as tile, lino or carpet.
- (c) The room including exterior walls, shall be properly insulated.
- (d) Closets and storage shelving will be located in such a manner to provide additional soundproofing between the rooms.
- (e) Each room shall be fully enclosed with a solid core door complete with a keyed dead bolt lock.
- (f) There shall be a window in each room fitted with a thermal or storm window and screen, and equipped with lined drapes.

1.4 Residential Room Furnishings and Fixtures

The following furnishings or fixtures shall be supplied to each room:

- (a) A clothes closet with minimum dimensions of 406mm (16") deep outside dimension, 1828mm (6') in length and floor to ceiling, complete with hat shelf, clothes hanger rod and shelving, and two sliding doors on track. Closet doors to be fitted with hasp and staple;
- (b) A single commercial type bed of box spring and mattress construction. The bed shall be not less than 1900mm by 914mm (6'6" x 3'0");
- (c) a table equipped with a drawer;
- (d) a radio shelf;
- (e) a wastebasket;
- (f) a padded chair;
- (g) at least three coat hooks on interior walls;
- (h) a mirror;
- (i) a towel rack, glass and glass holder;
- (j) a ceiling light with a wall switch, a bed light and one duplex receptacle.

1.5 Bedding

Each new occupant upon their arrival shall be supplied with clean bed clothing to include mattress cover, one pillow, two blankets, a bed cover and laundered sheets and pillowcase. Laundered sheets and pillowcases to be provided weekly. No employee shall be permitted to use their own blankets while staying in a bunkhouse.

1.6 Bunkhouse Construction, Fixture and Furnishings

- (a) Camp facilities shall be designed to provide separate facilities for men and women.
- (b) The heating system shall be sufficient to ensure that rooms may be heated at a minimum temperature of 20°C (68°F).
- (c) Corridors to be enclosed and heated. The floors shall be covered with material to deaden noise (e.g., rubber or carpet).
- (d) Exterior doors shall be weather proofed and fitted with automatic door closures. All entrances shall be designed so as to protect the door area from weather conditions.

- (e)
 - (1) Washroom facilities shall have mirrors, paper towels and soap dispensers installed and supplied.
 - (2) Each shower unit shall be equipped with a scald proof shower and shower bench.
 - (3) The shower dressing area floor shall be a slip proof material consistent with hygienic standards or equipped with duckboard(s).
- (f) A washer, dryer and wash tub shall be supplied for each twenty (20) employees, or part thereof, permanently headquartered at the camp. Notwithstanding the foregoing, where it is expected that more than twenty (20) employees in total will reside at a camp in excess of thirty (30) days continuously, then the above referenced ratio will apply.
- (g) Where drying facilities are not provided at the worksite (i.e. the maintenance yard) then a heated dry room complete with extraction fan for the purpose of daily drying of outer clothing shall be made available in the living accommodation. The same to be equipped with racks and clothes hanger. The dry room door to be fitted with an automatic door closer.
- (h) A recreation space, suitably furnished given size and service, within the camp complex shall contain the following:
 - (1) a 26" colour television; and
 - (2) a dart board.
- (i) Where TV reception is not available, the Employer shall provide a VCR for use by camp residents.
- (j) Where public telephone facilities are not readily available for personal use, an employee may request use of the Employer's telephone at the employee's expense. Such request shall not be unreasonably denied.
- (k) Where radio reception is not available and where installation of a standard radio antenna would allow for radio operations, then the Employer shall install same.

1.7 Meals

Shifts and meal periods shall be scheduled accordingly so as to provide all employees with three (3) prepared meals per day.

1.8 Maintenance

The repair of camp facilities and the provision of janitorial services shall be the responsibility of the Employer.

1.9 Health and Safety

- (a) Employees permanently headquartered at a camp shall receive instruction as to the proper use of fire extinguishers and other fire fighting equipment supplied and shall be made familiar with evacuation procedures. It is understood that the instruction referred to above may occur in conjunction with the maintenance/servicing schedule of extinguishers.
- (b) Flammable liquids (e.g. gasoline) and corrosive materials (e.g. sulphuric acid) or similar volatile/dangerous substances shall not be stored in buildings where employees reside. This provision does not apply to common household substances such as bleach, cleaners, etc.

1.10 General

An employee staying at a permanent camp will not be required to share a room with other employees except under unusual circumstances, such as where sufficient accommodation is not available.

1.11 Posting

These standards shall be posted in each bunkhouse where employees reside.

1.12 Dispute Resolution Procedure

In order that any disputes with respect to camp standards, as defined in this document, are resolved in a timely and efficient manner, the following procedure shall apply. No grievance concerning a dispute with respect to this document under Article 8 of the collective agreement may be lodged prior to this procedure being exhausted. Should a grievance be filed prior to this procedure being exhausted, such grievances will be deemed to have been abandoned.

- (a) An employee shall inform their supervisor, in writing, of an alleged deficiency at their first opportunity.
- (b) The supervisor shall investigate the matter and advise the employee within five (5) days as to the action taken or proposed.
- (c) In the event there remains a dispute after completion of (b) above, the employee shall inform the General Manager or their designate who shall report back to the employee within fourteen (14) days with respect to action taken or proposed.
- (d) In the event there remains a dispute after completion of (c) above, the employee may lodge a grievance pursuant to Article 8 of the collective agreement directly at Step 2.
- (e) The time limits referred to above may be extended by mutual agreement.

APPENDIX 7 Employment Equity

- (a) The Employer is committed to providing a work environment free of any form of adverse discrimination.
- (b) The parties hereto subscribe to the principles of the *Human Rights Code* of British Columbia.
- (c) The parties recognize the need to implement an employment equity program.
- (d) The goals of employment equity are to create a workforce which, at all levels, is representative of the diverse population it serves; and to ensure that individuals are not denied employment, advancement or training opportunities for reasons unrelated to ability to the job.
- (e) Policies, procedures and practices with respect to recruitment, selection and promotion shall facilitate:
 - (1) opportunities for external recruitment and internal advancement to develop a workforce that is representative of the diversity of the people of British Columbia; and
 - (2) the long-term career development and advancement of employees covered under this collective agreement.

- (f) There will be a local union/management committee on Employment Equity.
- (g) The Committee is authorized to:
 - (1) advise the Employer on employment equity issues and initiatives;
 - (2) develop action plans, consistent with employment equity goals established by the Employment Equity and Strategy appendix to the September 23, 1999, Road and Bridge Maintenance Industry Accord, that address creating, retaining and accommodating a representative workforce, as well as eliminating barriers to a representative workforce;
 - (3) monitor progress of action plans; and
 - (4) provide an annual progress report to the Tripartite Partnering Committee, or it's sub-committee on Employment Equity.
- (h) Employees representing the Union on the local Committee shall be on Leave of Absence without loss of pay for time on the local Committee.

APPENDIX 8

Auxiliary and Post 65 Health Spending Account

The intent of this Health Spending Account is to deposit these "*in-lieu*" dollars into a Health Spending Account to allow auxiliary and post 65 employees, who do not elect for the benefits pursuant to Clause 25.9, to claim their eligible healthcare and dental care expenses.

Health Spending Accounts are administered in accordance with Canada Revenue Agency guidelines.

Eligible claims are reimbursed to the employee, and are non-taxable benefits for the employee.

These provisions do not apply to employees who are grandfathered as previously selecting to opt out of the HSA. Such employees will continue to receive the in lieu amounts with increases as noted in the brackets in Clause 31.6.

PLAN LIMITATIONS

- The Employer will deposit the Health and Welfare in-lieu allowance set out in Article 31.6 of the current collective agreement as amended, into the employee's individual Health Spending Account each pay period.
- The Health Spending Account balance will show on the employee's biweekly pay statement.
- The Health Spending Account will be updated at the end of each month, and will include all earned money within the month up to the last completed pay period in the applicable month, and will be available to employees for eligible expenses the first of the month following the monthly update.
- All administration costs will be borne by the Employer.
- Employees must retain original receipts for eligible medical and/or dental expenses and submit them for reimbursement to the plan carrier up to the balance in the Health Spending Account.
- Any expenses not submitted in the calendar year they are incurred, must be submitted within the first sixty (60) days of the following year.
- Any unused Health Spending Account balance at the end of each calendar year will be rolled over into the next calendar year, if those funds are not used in the next calendar year, they will be paid

out through the Employer to the employee (as a taxable benefit) or deposited directly into the employee's RRSP, if requested by the employee (without withholding tax).

- Employees on lay off will have ten (10) months' from their lay off date to submit any eligible expenses. The employee will then have sixty (60) days to request any unused balance paid into their RRSP, failing which, the balance will be paid to the employee (less statutory deductions).
- Upon termination of employment any balance in the Health Spending Account will remain active for sixty (60) days to allow for any in process claims to clear. No expenses incurred after termination of employment shall be submitted. Following the end of the sixty (60) days referred to above, the Health Spending Account shall be closed and the balance shall be paid to the former employee's RRSP. If none exists, the balance will be paid to the employee (less statutory deductions).
- Medical Services Plan premiums are not an eligible expense as per CRA requirements.

ELIGIBLE EXPENSES

Medical expense eligible to be paid out of the Health Spending Accounts are expenses which would otherwise qualify as medical expenses within Section 118.2(2) of the *Income Tax Act*.

MEMORANDUM OF UNDERSTANDING #1

Table of Recognized Workday Lengths and Shift Patterns

5:2 Schedule unless mutual agreement on another schedule, as below.

Length of Scheduled Workday	Shift Pattern	Number of Workdays	Number of Rest Days	Number of Stat. Holidays Shut Down
8 hours	5:2	248	106	12
10 hours	4:3	196	168	12
8 hrs, 57 minutes	5:2/4:3	222	142	12

The above calculations of days worked and days of rest are estimates as each year will be different depending on the calendar and start of shift schedules. The shift patterns noted above may also be used, subject to mutual agreement, for the Usk Ferry.

Any changes in schedule, pursuant to the above (i.e. From eight [8] hour workdays to ten [10] hour workdays), require mutual agreement as described in Clause 14.2. All hours under "*Length of Scheduled Workday*" as noted above are at straight-time rates.

Shift pattern 4:2 for Usk Ferry Workers.

Averaged over six (6) week period to thirty-seven point five (37.5) hours per week.

MEMORANDUM OF UNDERSTANDING #2

Employee and Family Assistance Program

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

- Total cost will not exceed two thousand dollars (\$2000) per year.
- Personal counselling services will be provided for employees and their families.

- (c) The Program will be confidential and bills will be sent by Northwest Community Counselling to the employer.
- (d) Counselling visits will be limited to a maximum of four (4) per client.

MEMORANDUM OF UNDERSTANDING #3

Training Proficiency for New Employees

Whereas the Union and the BC Road Builders and Heavy Construction Association and the BCGEU have negotiated certain provisions in a provincial memorandum of agreement dated February 27, 2012 related to training;

And whereas the determination of who in each service area/yard will determine a new employees competency was referred to local bargaining tables;

The parties agree as follows:

1. The Operations Manager or his designate will determine standards of competency and designate trainers to assist it in doing so. The designated trainers will provide feedback to management regarding a new employee's ability to meet the standards of competency.
2. The Operations Manager or his designate is responsible, taking into account the feedback received from the designated trainers for determining whether a newly hired employee meets the standards of competency set by the Company.
3. The designated trainers may or may not be another bargaining unit employee (if directed to do so by management).
4. If the Operations Manager designates another under points (1) and (2) of this Memorandum the Employer will notify the Union in writing.

MEMORANDUM OF UNDERSTANDING #4

Training Proficiency for New Employees

1. The Employer and the Union agree that auxiliary employees who are not already proficient at operating equipment, upon initial hiring (except trades) will be trained in the operation of highways maintenance equipment that the employees will be required to operate.
2. Other than for training purposes, no employee will be required to work on any equipment until they are certified by the Employer to a proficient level.
3. Training will be a standing item on the labour management meeting agenda.

MEMORANDUM OF UNDERSTANDING #5

Collective Agreement Re-Opener

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

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

MEMORANDUM OF UNDERSTANDING #6

The Maintenance Sector of the BCRB and the BCGEU share a mutual interest for the Labour Successorship to be included in the next round of Highway Maintenance Contracts in the Province of British Columbia. The existing Highway Maintenance Contract expires in 2018, 2019 and 2021. The first set of Request for Proposals (RFPs) for new Highway Maintenance Contracts are expected to be released by the Province of BC in August/September 2017.

Both the BCRB and the BCGEU have held discussions with officials from the Ministry of Transportation and Infrastructure (MoTI) on including successorship in the next round of RFPs. From those discussions, the parties have agreed to the following process:

1. The parties will attempt to negotiate a draft of a provincial Framework agreement (PMOA). The draft PMOA will be presented jointly to MoTI officials including Mr. Kevin Richter, MoTI Assistant Deputy Minister (ADM), as a draft proposal that would include successorship in the future. Following this presentation to MoTI, the parties will attempt to negotiate a final PMOA that will include any direction provided by MoTI. The final PMOA will then be signed off by representatives of the BCRB and the BCGEU.
2. The final signed off PMOA will then be provided to the MoTI and will include that its implementation is subject to successorship being included in the next round of RFPs in the sector. It is expected that MoTI will, in due course, provide written confirmation that successorship will be included in the next round of RFPs in the sector with the provisions of the PMOA included in the respective collective agreements.
3. With written confirmation of successorship being included in the next round of RFPs, the BCGEU and the individual highway maintenance sector employers will negotiate and ratify collective agreements in each service area. Each collective agreement must be ratified by the BCGEU membership it applies to a minimum of sixty (60) days prior to the expected release date of the RFP for that respective area and will not have force or effect until the expiry of the existing collective agreement. Successorship will only be included in the RFPs that have a ratified collective agreement that includes, as a minimum, changes that incorporate the PMOA, unchanged and with full effect.
4. The PMOA will include a provision that all matters in the PMOA will be included in each collective agreement with the BCGEU in the highway maintenance sector (except for Services Area 11).
5. The draft PMOA and any signed off final PMOA will have no force or effect and will not be referred to in any other matter if the MoTI does not grant successorship and/or the MoTI does not agree with the ratification process provided for in this document. In addition, all discussions and proposals made in negotiating the draft PMOA and the final PMOA are made without prejudice or precedent until the PMOA has been finalized and successorship has been granted.
6. The BCGEU Provincial Bargaining Committee, for the PMOA, will have the full authority to sign the PMOA on behalf of all BCGEU collective agreements in the highway maintenance sector, except for Service Area 11. As noted above, the PMOA shall be part of, and incorporated in, each individual negotiated renewed collective agreement.

7. The BCRB is represented by a Provincial Bargaining Committee they have selected. That bargaining committee of highway maintenance contractors will also have the full authority to sign the PMOA on behalf of all the highway maintenance contracts in BC with collective agreements with the BCGEU.

SIGNED this day, 24 of October, 2016 in Vancouver, BC

MEMORANDUM OF UNDERSTANDING #7
Layoff Protection Former Core

The Following list of employees shall not be subject to layoff or relocation:

- John McAlpine
- Darren Paulson
- Grant Causey
- Dean Tetreau
- Eric Back
- Mario Gagnon
- Edward Moore
- Karl Meyer
- Allan Coburn
- Denis Haugland
- Gary Cox
- Kathy Kowalsky
- Vincent Robinson
- Ben White
- James Kennedy

It is understood that this list will be reduced by attrition.

MEMORANDUM OF UNDERSTANDING #8
Special Employment Equity Program (SEEP)

The BC Road Builders (BCRB) and the BC Government and Services Employees' Union (BCGEU) have agreed to jointly develop a SEEP that will provide substantive employment opportunities for indigenous people. The SEEP will include development and joint presentation by the parties on a provincial level to the Human Rights Tribunal for approval. The Joint Provincial SEEP Committee will have a maximum of three representatives from each party. The Committee will seek out additional assistance on a case-by-case basis to assist it in its deliberations. Each party will cover its own costs for participation in the activities of the Committee. The SEEP will include:

1. A determination of the minimum target percentage of indigenous people for each highway maintenance service area.
2. An agreed-to-targeting of indigenous workers for new hires as auxiliary employees up to the target number of indigenous people as agreed to in the above SEEP. Accordingly, "vacant" auxiliary opportunities will be first offered to any indigenous person that applies and is qualified, until the targets are reached.

The joint labour management committee, pursuant to Clause 7.3, will monitor the demographics of the workforce against established targets and make recommendations to adjust targets to the Provincial SEEP Committee.

The joint labour management committee's responsibilities will include the following:

1. A review of potential barriers to employment opportunities in the sector for indigenous people that may include recommendations made to the employer. Such review will include, but not limited to:
 - the method in which vacancies and employment opportunities are advertised;
 - training opportunities and "seat time" for indigenous people;
 - adequate and appropriate cooperation with the aboriginal communities; and agencies to facilitate employment opportunities.
2. If a target is not met within three years of the new maintenance agreement for the service area, the parties will meet to discuss the necessary measures to be taken to achieve such targets, including but not limited to:
 - adjusting the target(s) due to changing circumstances (including lack of applicants where adequate opportunities have been provided);
 - explore all opportunities for outside sources of funding to remove any barriers to fulfilling the stated target(s);
 - discuss potential changes to collective agreement language to provide better opportunities.

For the purpose of the above, the following definitions will apply:

The term "*indigenous people*" includes, but is not limited to, the Constitution of Canada definition of Aboriginal Peoples. "*Indigenous people*" in this context includes both status and non-status first nations people.

MEMORANDUM OF UNDERSTANDING #9 **Tripartite Committee**

The parties (BCGEU, BCRB Maintenance Sector, MoTI) share a mutual goal to ensure that BC's highways and bridge infrastructure are maintained in an effective way and to standards that are set by the province to ensure the safety of the travelling public and the workers who are on the roads.

To achieve that end, the parties to this Memorandum, agree to recommend to the MoTI the creation of a Tripartite Committee whose goals are to strengthen the relationship between the parties. The Tripartite Committee will function in an effective, meaningful, inclusive and respectful manner. The committee will meet annually and after collective bargaining.

Possible agenda items for the Committee to deal with include:

- road safety;
- communication strategies;
- technology applications in the industry;
- training and apprenticeship opportunities;
- equity employment initiatives programs and effectiveness;
- relationships of stake holders;

- specification review and recommendations.

The composition for the Committee will be a maximum of three representatives from each party. The Committee will seek out additional assistance on a case-by-case basis to assist it in its deliberations. Each party will cover its own costs for participation in the activities of the Committee.

There will also be a subcommittee of the BCGEU and the BC Road Builders who will include the committee members from the Tripartite Committee and such subcommittee will meet as required, at a minimum annually. The subcommittee will address issues of mutual interests/concern and ensure that issues are understood by both sides in order to make the Tripartite Committee effective and efficient.

MEMORANDUM OF UNDERSTANDING #10

Term of Next Collective Agreement

If a five-year extension of a highway maintenance contract is offered and achieved by the Employer, then the term of the next (second) collective agreement will be seven years in length (the duration of the ten (10)-year term of the highway maintenance contract with the province of BC plus a five (5)-year extension). If an extension of a maintenance agreement is not offered or achieved by the Employer or the extension isn't for five (5) years, then the term for the next collective agreement will be as negotiated by the parties. However, if it is unknown as to whether there will be an extension or not at the time, the negotiations will proceed with the term as noted above. Should an extension not be realized, all provisions (changes) negotiated for that next collective agreement will be considered in full force and effect until the expiration of the ten (10)-year maintenance agreement and will expire at that time.

LETTER OF INTENT #1

Suspension of Driver's Licence

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

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

Driver's Licence Suspensions

- (a) Where an employee who is required to hold a valid driver's licence as a condition of employment, has their driver's licence suspended for one (1) year or less:

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

(2) A letter shall be written by the Supervisor to the employee advising them of their status during the period of licence suspension. In the same letter the employee shall be warned that any

further licence suspensions will result in the suspension from employment with a recommendation for dismissal.

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

(3) On the second occurrence of licence suspension, as indicated above, action shall be taken to dismiss the employee for just cause in that they are unable to perform the duties required by the position.

(b) Where an employee who is required to hold a valid driver's licence as a condition of employment, has their driver's licence suspended for more than one (1) year, the employee shall be suspended immediately for just cause. This shall be confirmed in writing by the Employer.

(c) In the case of an employee who is on their initial probationary period (new employee), driver's licence suspension will result in the recommendation being made for their rejection.

(d) For the purpose of (a) and (b) above, Administrative suspensions levied by ICBC of up to three (3) months' will not be used when calculating driver licence suspension duration.

LETTER OF INTENT #2

Salvus Seniority Block

One Road Foreman will be assigned to Salvus as his regular seniority block. They will be provided transportation to facilitate their inspection duties. The Road Foreman will travel to Salvus on company time, while the return will be on their own time.

Regular employees who volunteer to go to Salvus will need to provide own transportation.

Auxiliary employees will be hired with Salvus as their seniority block. Transportation will be the employees' responsibility.

Point of Assembly – Summer – Terrace

Point of Assembly – Winter - Salvus

LETTER OF INTENT #3

Classification Specifications

The parties agree during the term of this agreement to update the current Ministry specifications for all positions in Appendix 2.

The parties agree that the rates of pay negotiated reflect the current qualifications and duties of each position.

LETTER OF UNDERSTANDING #1
Project Work

For the purpose of work programs, (graveling, paving, ditching, etc.) regular employees shall be permitted to work straight-time schedules which result in longer straight-time hours than those listed in MOU#1. Employee agreement on this is required but may be on an individual employee basis as agreed to by the employee. Such excess hours shall be recorded as ETO (Earned Time Off), and shall be scheduled and used in accordance with the following implementation guidelines:

Bulking periods shall be:

1. Winter: November 15 to March 15
2. Summer: March 16 to November 14

The cap for hours banked shall be forty (40) hours for each period.

Length of bulking shall be limited to regular scheduled shift hours plus extra hours up to a maximum of twelve (12) hours daily at straight-time rate.

The assignment of bulking, up to forty (40) hours maximum per period, shall be by mutual agreement between the supervisor and the employee – with due consideration of safety as stated in the *National Safety Code*.

Mutual agreements reached between the employee and the Employer for bulking to meet shift schedules in storms, or periodic programs, shall not be rescinded except by mutual agreement.

Scheduling of banked time shall be at the discretion of the Supervisor, considering employee preference, with a minimum twelve (12) hours' notice in winter and minimum of twenty-four (24) hours' notice in summer.

Banked ETO shall not exceed forty (40) hours at any one time, and bulking shall not exceed ten (10) consecutive workdays.

Banked ETO hours may be used to offset unpaid special leave, or any unpaid sick leave pursuant to Appendix 1, Section 1.2.

The Employer must advise the Union through the Joint Labour Management Committee of any bulking of hours arrangements prior to their implementation. Concerns with respect to the implementation of the bulking of hours may be discussed at the Joint Labour Management Committee level.

Earned Time Off (ETO) to read:

Subject to mutual agreement between the employee and the Employer, nothing in this agreement prohibits the implementation of a modified workday or work schedule that would allow employees to work longer than the daily hours established in the existing work schedule. The maximum length of any workday under this provision shall be twelve (12) hours and it shall not apply on a day of rest. Any hours worked under this provision shall be at straight-time rates and the earned time off shall be by mutual agreement and subject to operational requirements.

Employees may opt out of this arrangement at the end of a specific work program if the Employer has advised of the duration of the work program prior to its implantation; otherwise, they may opt out with twenty (20) days' written notice.

LETTER OF UNDERSTANDING #2
Outside Work – Auxiliary Employees

In order to attract outside work, the parties agree that all work can be bid at eighty-five percent (85%) of the labour rates in Appendix 2. This work will be made available to:

- (a) a qualified regular;
- (b) a qualified regular on layoff;
- (c) a qualified senior auxiliary employee.

If these employees do not want the work, they may refuse and the refusal will not be counted for any purpose in this collective agreement. Auxiliary employees earning less than one hundred percent (100%) of the Appendix 2 rate, may be assigned any work and if not available to work will be regarded as have refused the work. Hours worked on outside work do not accrue to auxiliary grid for the purpose of pay escalation or hours of back filling by auxiliaries when regulars are assigned to outside work. Regulars assigned to outside work will be paid their regular rate and auxiliaries used to backfill will be paid eighty-five percent (85%). A regular employee on layoff will be paid at eighty-five (85%) for outside work or for backfill.

LETTER OF UNDERSTANDING #3
Weekend Summer Shift

The Employer may implement a weekend summer shift in each seniority block. Such shift shall be worked by auxiliary employees, unless a regular employee specifically requests the shift in which case the regular employee's request takes priority. Should the Employer not have enough employees for such shift, employees may be assigned in order of seniority from the last senior to the most senior.

MODIFIED MEMORANDUM OF SUCCESSORSHIP
MEMORANDUM OF AGREEMENT
Re: Modified Successorship

between:
141187 Ventures Ltd.
(the Employer)

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

WHEREAS the Employer has a highway maintenance contract with the Province of British Columbia to provide Road and Bridge Maintenance in Service Area No. 26; and

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

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

1. The Employer agrees that it is the successor employer, as defined in this memorandum of agreement for the highway maintenance contract where the Predecessor Contractor, at the time

- of termination of their contract, had a collective agreement with the Union, or was certified pursuant to Part 3 of the *Labour Relations Code* of British Columbia with the Union.
2. As a result of paragraph 1 above, the Employer agrees from the date of entering into this agreement, or such other date as the parties may agree, to be bound by the terms and conditions of the collective agreement, except where amended by this memorandum of agreement, that the Predecessor Contractor had with the Union.
 3. Following award of the highways maintenance contract, all bargaining unit employees of the Predecessor Contractor shall become employees of the Employer. All of the rights of the employees under the collective agreement, including seniority and entitlement to benefits, will continue. The employee files of the Predecessor Contractor will become the employee files of the Employer. Apprenticeship indenture contracts of employees with the Predecessor Contractor will be assumed by the Employer.
 4. Employees on any leaves of absence under the collective agreement at the time the Employer takes over a highway maintenance contract will be entitled to remain on leave of absence with the Employer for the time remaining for such leave under the collective agreement, subject to any requirements under the collective agreement governing leave.
 5. The Employer has no obligation to pay severance pay under the collective agreement to any of the employees of the Predecessor Contractor where entitlement is earned solely due to the termination of the Predecessor Contractor's Maintenance agreement with the Province of British Columbia.
 6. The Employer is not liable for any monies or benefits earned but not received by the employees of the Predecessor Contractors while the employees were employed by the Predecessor Contractor.
 7. The Employer is responsible for all wages and other earnings (including CTO) earned by its employees while employed by the Employer, and if a highways maintenance contract is not renewed, the Employer must pay out all earned wages and benefits to its employees within fifteen (15) days of cessation of their employment.
 8. With respect to highways maintenance contracts between the Employer and the government that are not renewed, the Employer will be responsible for all grievances that pertain to issues or matters that arise as a result of the Employer performing the highways maintenance contracts, and such grievances will be resolved through expedited mediation/arbitration or by direct agreement before the termination of the highways maintenance contract, unless otherwise agreed by the parties.
 9. Where the Employer and the Union have been unable to conclude all outstanding grievances sixty (60) days before the termination of the highways maintenance contract, the Province of British Columbia shall be advised of the monetary value of each outstanding grievance. The monetary value should be established by mutual agreement between the Employer and the Union and confirmed in writing by the parties to the "*Province of British Columbia*". Failing mutual agreement on the monetary value of each outstanding grievance, the Arbitrator assigned to arbitrate the outstanding grievance(s) shall establish the monetary value of the outstanding grievance(s). If no arbitrator has been appointed by the parties, this matter shall be referred to a Settlement Officer pursuant to Section 87 of the *Labour Relations Code* for resolution. Grievances that arise subsequent to the above period shall also have a monetary value established and notification provided to the Province of British Columbia.

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

10. None of the employees of the employer will have any entitlement to severance pay under the collective agreement if their employment is terminated as a result of the current highways maintenance contract of the Employer being terminated and a new maintenance contract for the same service area is entered into with a new contractor who is recognized as a successor employer by the Labour Relations Board or through a memorandum of agreement on modified successorship that is consistent with this agreement, and signed by the new Contractor and the Union or the maintenance contract is returned to direct government service. However, the severance pay provisions for Service Areas 2, 3 and 4 shall be governed exclusively by the terms of the collective agreement.
11. The Employer may require employees to take as time off, all earned CTO/ETO and lieu day entitlements prior to the expiration date of the highways maintenance contract.
12. The Employer and the Union agree that the provisions and principles contained within this memorandum of agreement shall apply to any other maintenance service area(s) for which the Union is certified and/or has a collective agreement that the Employer currently holds with, or may obtain in the future, from the government for road and bridge maintenance. The Employer and the Union shall sign and implement a separate memorandum of agreement for each service area currently held or obtained in the future, for which the Union is certified and/or has a collective agreement. This does not prevent any employee(s) from exercising any rights provided under the *Labour Relations Code* or future labour legislation.

DATED at Burnaby, British Columbia, this 2nd day of March, 2000.

Originally signed by the Union and the Employer on the above date.

The Employers will join with the Union and the Ministry of Transportation in a consultative process to explore how successorship might be extended into the next round of Maintenance agreement.

MEMORANDUM OF AGREEMENT

Re: Pension Plan

The BCGEU may decide to change the provisions of the Pension Plan in Article 32 so that it is a Group RRSP Plan and not the BC Target Benefit Pension Plan. Should this occur, the BCGEU will give at least sixty (60) days' notice of change and any change will not be effective prior to April 1, 2019. Article 32 would then be changed to reflect that it is a Group RRSP and all provisions not impacted by this change, including contribution rates, will remain unchanged. Other details of the Group RRSP will be determined by the administrator of such.

ADDENDUM #1
Classification Series

For the purpose of this agreement, classifications are grouped into the following classification series:

Bridge Maintenance Series

- Bridge Labourer
- TJ Bridgeworker
- Bridgeworker II
- Bridgeworker III
- TS Bridgeworker

Mechanical Maintenance Series

- Trade Apprentice
- TJ Welder & TJ Mechanic (HD and Automotive)
- TL Trades
- TSS Trades

Road Maintenance Series

- Machine Operator 1
- Machine Operator 2
- Machine Operator 3
- Road Foreman I
- Road Foreman II
- Signperson

Warehouse Series

- TJ Industrial Warehouse worker
- Stock Assistant

Usk Series

- Ferry Operator 1
- Ferry Operator 2

ADDENDUM #2
Job Descriptions RF2 and "Coordinate"

Nechako Northcoast Construction Terrace
5720 Highway 16 West
Terrace, BC V8G 4C3

January 7, 2000

Wes Law
BCGEU – Staff Rep
114-4710 Lazelle Avenue
Terrace, BC V8G 1T2
Fax: (250) 635 -3588

Dear Wes:

Re: Job Descriptions RF2 and "Coordinate"

The following are brief outlines on the two points we discussed in the process of completing the job descriptions.

In general the Company does not see any changes to its current practices or expectations.

RF2 – Equipment Operation

I feel the existing language is clear and adequate with regard to the RF2 position operating equipment.

The Company does not envision any changes to its current practice where RF2 operate equipment when operations require the additional equipment for example the Salvus RF1/RF2. These periods tend to be during peak work periods such as winter storms, emergency response, and busy times with special projects such as graveling, grade reshape, and other large crew activities, or during heavy vacation use periods.

"Coordinate" as noted in most operational job descriptions.

The Company sees this as the current practice whereby a senior (or otherwise appointed) employee with a small work group makes decisions on the flow of work within a jobsite. Examples would be such as a sign man directing a helper on the installation of large signs, a grader operator directing the placing of gravel, or placement of water, a regular directing several casuals or students, reporting of jobsite problems to a senior supervisor, ensuring the jobsite remains safe.

I trust you find the foregoing satisfactory.

Yours truly,

Nechako Northcoast Construction

original signed copy on file

Peter Lansdowne, A.Sc.T.
General Manager

cc: J. Ryan
R. Stephens

PL/dlr

BRIDGE LABOURER

Positions in this grade are under the supervision of a Trade Supervisor or non-trade Senior Supervisor and under the guidance of a Journeyman and/or other qualified employee in an assigned work group, are responsible for learning and developing the skills and abilities of the trade in which they are employed, including basic knowledge of company policies, WCB Worksite Safety Regulations, Motor Vehicle regulations, Environmental regulations as they pertain to road and bridge construction, and are required to perform routine labouring work in connection with the construction and maintenance of all types of bridges, buildings and other structures.

Education and Specialized Knowledge: Preferably grade 12 or an approved equivalent, valid BC driver's licence of a class that permits the performance of job related duties, show an interest and aptitude in the knowledge associated with trades related to bridgework. Must hold and maintain flagging certification, WHMIS certification, and Level I First Aid certification as supplied by the Employer. Must have an awareness of environmental issues as it relates to highways and bridge maintenance.

Experience: Physically and mentally comparable work experience and successful experience in working with others.

Specialized Abilities and Skills: Ability to follow instruction or direction promptly and efficiently, to work without direct supervision when assigned to work collectively in a particular task, safety conscious, physically fit, able to work in high places and walk on bridge members, able to use basic hand carpentry tools, able to follow instructions and to develop skill.

Typical Duties: Include, but are not limited to, transporting materials, assisting bridgeworkers as required, performing other duties as per the *Apprenticeship Act*.

NOTE: This position will entail shift work, work outside in all types of weather as well as very prompt response to emergency conditions, and may be required to join in regular road operations during winter schedule.

TRADE JOURNEYMAN - BRIDGEWORKER

Class Definition: Positions in this grade are under the direction of an immediate trade-related supervisor or the supervision and general direction of a non-trade related supervisor and are required to carry out assigned journeyman functions related to their particular trade, including basic knowledge of Company Policies and WCB regulations, Motor Vehicle regulations and Environmental regulations as they pertain to road and bridge construction. Positions at this level perform skilled work in the maintenance and construction of bridges, culverts, ferry landings, equipment sheds and other buildings.

Education and Specialized Knowledge: Preferably secondary school graduation or formal education consistent with requirements for entry into apprenticeship vocational training or equivalent; preferably completion of apprenticeship vocational training for the respective trade; valid provincial Tradesman's Qualification Certificate or the approved equivalent, for the particular trade in which the incumbent is employed; valid BC driver's licence of the appropriate Class required to carry out related trade functions; ability to read and interpret related technical information and maintain an up-to-date knowledge of the trade. Must have awareness of environmental issues as it relates to highways and bridge maintenance. Must hold and maintain traffic control, WHMIS, and Level 1 First Aid certification, as provided by the Employer.

Experience: Preferably completion of a registered apprenticeship in the respective trade, or training and work experience equivalent to the full apprenticeship contract term established for the particular trade.

Specialized Abilities and Skills: Aptitude and capability in the performance of specific trade functions; ability to follow instructions and direction promptly and efficiently; ability to work in conjunction with other employees and assist apprentices in learning and developing the skills of the trade, and/or to periodically direct the efforts of another employee assigned to assist them; physically and mentally compatible with the work involved and able to work under the rigors of the job. This position will entail shift work, work outside in all types of weather as well as responding to emergency conditions. Must have a working knowledge of highways and bridge maintenance standards.

Typical Duties: Include performing skilled journeyman level work within the scope of the trade in which they are qualified, according to standards of the corresponding trades established under the *Apprenticeship Act*, such as carpentry, bridgeworker piledriver, etc.; directing the work of one or two non-trade related positions assigned to assist as required; performing related functions consistent with this trade, and may be required to join in regular road operations during winter schedule. This position requires personal supply of basic carpentry tools as noted on the "*Basic Tools*" list and the end of this agreement.

BRIDGEWORKER II

Positions in this grade are under the supervision of a Trade Supervisor or non-trade Senior Supervisor, and under the guidance of a Journeyman and/or other qualified employee in an assigned work group, are responsible for learning and developing the skills and abilities of the trade in which they are employed, including basic knowledge of company policies, WCB Worksite Safety regulations and Motor Vehicle regulations and Environmental regulations as they pertain to road and bridge construction. Positions at this level perform skilled work at an intermediate level in the maintenance and construction of bridges, culverts, ferry landings, equipment sheds and other buildings.

Education and Specialized Knowledge: Preferably grade 12 or an approved equivalent; a valid BC driver's licence (minimum of Class 3 with air brake endorsement) that permits the performance of job related duties; a fair knowledge of basic construction trades and the operation and maintenance of construction equipment. Must hold and maintain flagging certification, WHMIS certification and Level I First Aid certification as supplied by the Employer. Must have an awareness of environmental issues as it relates to highways and bridge maintenance.

Experience: One year of proven experience as a Bridgeworker I or equivalent.

Specialized Abilities and Skills: Ability to follow instructions or direction promptly and efficiently, to work without direct supervision, to coordinate the work of junior employees when assigned to work collectively on a particular task, safety conscious, physically fit, able to work in high places and walk on bridge members, able to use basic hand carpentry tools, able to follow instructions and to develop skill. Must have an awareness of Highways and Bridge maintenance standards.

Typical Duties: Include performing carpentry work at an intermediate level, maintenance and construction of pile and frame structures, trusses, cribs, concrete forms and similar structures, and/or assisting in training Bridge Labourers and Bridgeworkers I as required; related duties.

NOTE: This position will entail shift work, work outside in all types of weather as well as very prompt response to emergency conditions, and may be required to join in regular road operations during winter schedule.

BRIDGEWORKER III

Positions in this grade are under the supervision of a Trade Supervisor or non-trade Senior Supervisor, are under the guidance of a Journeyman and/or other qualified employee in an assigned work group, are

responsible for learning and developing the skills and abilities of the trade in which they are employed, including basic knowledge of WCB Worksite regulations, Motor Vehicle regulations. Positions at this level perform skilled work in the maintenance and construction of all types of bridges, culverts, ferry landings, equipment sheds and other buildings. To learn and follow company policies.

Education and Specialized Knowledge: Preferably Secondary School graduation; a valid BC driver's licence (minimum Class 3 with air brake endorsement) that permits the performance of job related duties; an excellent knowledge of basic carpentry and the use of the tools of the trade. Must hold and maintain flagging certification, WHMIS certification and Level I First Aid certification. Must have an awareness of environmental issues as it relates to highways and bridge maintenance.

Experience: Three years of proven experience as a Bridgeworker II or equivalent.

Specialized Abilities and Skills: Ability to follow instruction or direction promptly and efficiently, to work without direct supervision, to coordinate the work of junior employees when assigned to work collectively on a particular task, safety conscious, physically fit, able to work in high places and walk on bridge members, able to use basic hand carpentry tools, able to follow instructions and to develop skill. Must have and awareness of Highways and Bridge maintenance standards.

Typical Duties: Include building structures from plans and sketches, maintaining and constructing all types of trusses, bridges, and building structures; producing material lists from plans, keeping records and submitting cost data; supervising when necessary, coordinating other employees, and assisting in training junior bridgeworkers; related duties.

NOTE: This position will entail shift work, work outside in all types of weather as well as very prompt response to emergency conditions, and may be required to join in regular road operations during winter schedule.

TRADE SUPERVISOR-BRIDGeworker

Class Definition: Under the general direction of the Trade Senior Supervisor or Bridge Superintendent to assist with the supervision of predominately trades personnel involved in the maintenance and repair of all bridges and multiplates, in addition to maintaining a knowledge of WCB Worksite Safety regulations, Motor Vehicle regulations, company policies and Environmental regulations as they pertain to road and bridge construction.

Education and Specialized Knowledge: Grade 12 or formal education consistent with requirements for entry into apprenticeship vocational training or equivalent; completion of apprenticeship vocational training in the respective or directly related trade; valid Certificate of Qualification issued by the BC Ministry of Labour or the approved equivalent, in the applicable or related trade that the incumbent is supervising; valid BC driver's licence (minimum Class 3 with air brake endorsement) the permits performance of job related functions; completion of a supervisory and organizational procedures training program; ability to read and interpret related technical information and maintain an up-to-date supervisory knowledge of the work involved. Must hold and maintain as supplied by the Employer WHMIS certification, Level I First Aid and Traffic Control certification. Must have a good knowledge of Highways and Bridge maintenance standards.

Experience: Completion of registered apprenticeship in the directly related trade, or training and work experience equivalent to the full apprenticeship contract term established for a related trade; a minimum of three years journeyman work experience, three years' experience or equivalent; proven experience in organizing and scheduling of work and/or job requirements, maintaining related records and coordinating the work of other employees.

Specialized Abilities and Skills: Aptitude and capability in the performance of trade functions without direct trade supervision; ability to organize and schedule work assignments and related records; ability to coordinate the work of other trade journeymen in related trades; ability to work in conjunction with other employees and assist apprentices in learning and developing the skills of the trade; through organization, scheduling, and utilization of available resources; ability to communicate with and direct employees in the designated work group particularly in work and/or job assignments; ability to deal effectively with other employees, supervisors, administrators, and/or management personnel and suppliers, regarding work projects and/or requirements; ability to carry out related supervisory functions proficiently; physically and mentally compatible with the work involved and able to work under the rigors of the job.

Typical Duties: Organize, schedule, assign and coordinate the work of an assigned crew of employees in conjunction with other resources; organize and reassign job functions and resources according to work progress and/or priorities; ensure established work standards of quality and quantity along with completion schedules of designated work and/or projects of assigned crew; ensure corresponding resource materials, supplies and/or replacements are maintained for assigned crew; ensure related work records and reports concerning work and/or project costs, progress, etc. are maintained for assigned crew; provide and/or arrange work related instruction for employees within the assigned crew, along with the assessment of individual employee progress, and development of abilities along with assessment of individual employee progress, and development of abilities for further and/or additional training, such as company training programs, manufacturer/supplier course, and/or in-house facilities; complete employee appraisals and provide corresponding guidance for employees to meet established work and performance standards; recommend promotions, transfers, demotions, disciplinary and/or other appropriate action as applicable and implement approved action in conjunction with immediate supervisor or other designated officials; carry out and/or participate in the screening and selection of new employees and/or promotion of employees to or within the assigned work crew; carry out and/or participate in the initial planning, programming and estimating of resources and related costs required to accomplish and complete scheduled work and/or projects within annual budget in accordance with related standards and management direction; carry out such functions as reviewing management reports and either implementing or preparing for corrective action that ensure that corresponding fiscal control is maintained; carry out field and/or job site inspections and ensure work progress, materials and/or other requirements are maintained.

Duties include related functions consistent with the trade in which they are qualified. This position requires personal supply of basic carpentry tools as noted on the attached list.

NOTE: This position will entail shift work, work outside in all types of weather as well as very prompt response to emergency conditions, and may be required to join in regular road operations at all times, especially in winter.

TRADE APPRENTICE

Positions in this grade are under the supervision of a Trade Supervisor or Mechanical Superintendent, and under the guidance of a Journeyman and/or other qualified employee in an assigned work group are responsible for learning and developing the skills and abilities of the trade in which they are indentured including WCB WorkSafeBC regulations, Motor Vehicle regulations, and Environmental regulations that relate to the particular trade.

Education and Specialized Knowledge: Preferably both Secondary School graduation and completion of pre-apprenticeship training related to the trade in which indentured and employed; a corresponding and valid BC driver's licence (minimum of Class 3 with air brake endorsement) that permits the performance of job related duties. Must hold and maintain WHMIS certification and Level I First Aid certification. Must have an awareness of environmental issues as it relates to highways and bridge maintenance.

Experience: Experience obtained through completion of pre-apprentice vocational training or equivalent.

Specialized Abilities and Skills: Aptitude to learn and develop the skills and abilities of the trade in which they are indentured, through the assimilation of supervised vocational and on-the-job instruction and practice; ability to work harmoniously with other employees and to take specific direction and instructions from journeyman and/or other qualified employees they are assigned to work with; good physical condition consistent with the practice of the trade; and ability to work under rigors of the job.

Typical Duties: Include the performance of related tasks under supervised practice and instruction and attendance and completion of vocational training as scheduled by the Ministry of Labour, and other such specialized training as may be scheduled by the Employer.

NOTE: This position will entail shift work, work outside in all types of weather as well as very prompt response to emergency conditions. These positions are not regular positions and do not ensure employment with the company at completion of the apprenticeship. This position will require a supply of personal tools.

TJ-WELDER and TJ-MECHANIC (HD and AUTOMOTIVE)

Class Definition: Positions in this grade are under either the supervision and direction of an immediate trade-related supervisor or the supervision and general direction of a non-trade related supervisor and where required to carry out assigned journeyman functions related to their particular trade.

Education and Specialized Knowledge: Preferably secondary school graduation or formal education consistent with requirements for entry into apprenticeship vocational training or equivalent; preferably completion of apprenticeship training for the respective trade; valid Certificate of Qualification issued by the BC Ministry of Labour or the approved equivalent, for the particular trade in which the incumbent is employed; valid BC driver's licence of the appropriate Class required to carry out related trade functions; ability to read and interpret related technical information and maintain an up-to-date knowledge of the trade. Must have working knowledge of WCB regulations, Motor Vehicle regulations as they relate to the trade. Must hold and maintain WHMIS certification and Level I First Aid Certificate as supplied by the Employer.

Experience: Preferably completion of a registered apprenticeship in the respective trade, or training and work experience equivalent to the full apprenticeship contract terms established for the particular trade.

Specialized Abilities and Skills: Aptitude and capability in the performance of specific trade functions; ability to work in conjunction with other employees and assist apprentices in learning and developing the skills of the trade, and/or to periodically direct the efforts of another employee assigned to assist them; physically and mentally compatible with the work involved and able to work under the rigors of the job. Must have an awareness of environmental issues as it relates to highways and bridge maintenance. Must have the ability to acquire and maintain CVIP certification. Preferred that propane certification be acquired.

Typical Duties: Include performing skilled journeyman level work within the scope of the trade in which they are qualified, according to standards of the corresponding trades established under the *Apprenticeship Act*, i.e.: Welder, HD Mechanic or Automotive Mechanic, etc.; directing the work of one or two non-trade related positions assigned to assist as required; performing functions consistent with this trade. This position will entail shift work outside in all types of weather as well as responding to emergency conditions. Must have personal supply of trade related tools.

TL-TRADES

Class Definition: Positions in this grade are under either the limited supervision and technical direction of a non-trade related supervisory position or qualified trades supervisor and are responsible for carrying out assigned leadhand functions related to their respective trade.

Education and Specialized Knowledge: Preferably secondary school graduation or formal education consistent with requirements for entry into apprenticeship vocational training or equivalent; preferably completion of apprenticeship vocational training for the respective trade; valid Certificate of Qualification issued by the BC Ministry of Labour or the approved equivalent, for the particular trade in which the incumbent is employed; valid BC driver's licence of the appropriate Class required to carry out related trade functions; preferably some training in basic supervisory and organizational procedures; ability to read and interpret related technical information and maintain an up-to-date knowledge of the work involved. Should have a working knowledge of WCB regulations, Motor Vehicle regulations, Environmental regulations that relate to the trade in which the employee is indentured. Must hold and maintain WHMIS certification and Level I First Aid certification as supplied by the Employer.

Experience: Preferably completion of a registered apprenticeship in the respective trade, or training and work experience equivalent to the full apprenticeship contract term established for the particular trade; a minimum of three (3) years' journeyman work experience or equivalent; some experience in organizing and scheduling of work and/or job requirements, maintaining related records and coordinating the work of other employees.

Specialized Abilities and Skills: Aptitude and capability in the performance of trade functions without direct trade supervision; ability to organize and schedule work assignments and related records; ability to work in conjunction with other employees and assist apprentices in learning and developing the skills of the trade; physically and mentally compatible with the work involved and able to work under the rigors of the job. It is preferable that the TL mechanic should hold certified welding Certificate and must have qualifications in Propane System and Commercial Vehicle Inspection program as supplied by the Employer. Must have an awareness of environmental issues as it relates to highways and bridge maintenance. Must have a working knowledge of highways and bridge standards as they relate to their field.

Typical Duties: Include, when assigned to work individually in satellite locations on a continuous basis where supervision is not directly available, and where a degree of independent judgement and action is required in carrying out skilled journeyman functions within the scope of the trade and directly related fields in which they are qualified, periodically coordinating and directing the work of trade related journeyman and/or other non-trade related positions assigned in the same location as required. This position will entail shift work, work outside in all types of weather as well as responding to emergency conditions.

OR

When assigned to work within crews, these positions are required to carry out skilled journeymen functions within the scope of the trade and directly related fields in which they are qualified, along with coordinating and directing the work of trade-related journeymen within a designated work group and may also include directing the work of other non trade-related positions assigned to assist in the work group. This position will entail shift work, work outside in all types of weather as well as a prompt response to emergency conditions. This position will also require a personal supply of trade related tools.

To perform other similar or lower classification duties as assigned.

TSS - TRADES

Class Definition: Positions in this grade are under administrative or management supervision and technical direction and function as: where applicable, responsible for directly supervising an established crew of predominately trade personnel in related trades, under direction of excluded management personnel.

Education and Specialized Knowledge: Preferably secondary school graduation or formal education consistent with requirements for entry into apprenticeship vocational training or equivalent; preferably completion of apprenticeship vocational training in the respective or directly related trade; valid Certification of Qualification issued by the BC Ministry of Labour or the approved equivalent, in the applicable or related trade that the incumbent is supervising; valid BC driver's licence for the appropriate Class required to carry out related functions; preferably completion of a supervisory and organizational procedures training program; ability to read and interpret related technical information and maintain an up-to-date supervisory knowledge of the designated work area. WCB regulations, Motor Vehicle regulations and Environmental regulations as they relate to the trade in which the employee is indentured. Must hold and maintain WHMIS certification and Level I First Aid as supplied by the Employer. TSS Bridgeman must hold and maintain flagging Certificate.

Experience: Preferably completion of a registered apprenticeship in a directly related trade, or training and work experience equivalent to the full apprenticeship contract term established for a related trade; a minimum of three (3) years' journeyman work experience, two (2) years' experience as a trade leadhand or equivalent.

Specialized Abilities and Skills: Ability to effectively supervise assigned work projects and/or activities involving combined resources of manpower, materials and supplies; ability to meet defined production standards, quotas and costs through organization, scheduling and utilization of available resources; ability to communicate with and direct employees in the designated work group, particularly in work and/or job assignments; ability to deal effectively with other employees, supervisors, administrators, management personnel, the general public and suppliers, regarding work projects and/or requirements; ability to carry out related supervisory functions proficiently, under the direction of management personnel. To learn and ensure compliance with Company policies. Must have an awareness of environmental issues as it relates to highways and bridge maintenance. TSS Mechanics must acquire and maintain CVIP and Propane certification. Good working knowledge of highways and bridge standards.

Typical Duties: Include to organize, schedule, assign and coordinate the work of an assigned crew of employees where applicable in conjunction with other resources; to reorganize, reschedule and reassign job functions and resources according to work progress and/or priorities; to ensure established work standards of quality and quantity along with completion schedules of designated work and/or projects of assigned crew; to ensure corresponding resource materials, supplies and/or replacements are maintained for assigned crew; to ensure related work records and reports concerning work and/or project costs, progress, etc., are maintained for assigned crew; to provide and/or arrange work-related instruction for employees within the assigned crew, submit pertinent information as required relating to disciplinary and safety matters so that appropriate action may be taken by the Excluded Management; to carry out and/or participate in the initial planning, programming and estimating of resources and related costs required to accomplish and complete scheduled work and/or projects within annual budget in accordance with related standards and management direction; to carry out such functions as reviewing management reports and either implementing or preparing for corrective action and ensuring that corresponding fiscal control is maintained; to carry out field and/or job site inspections and ensure work progress, materials and/or other requirements are maintained under the general direction of excluded management personnel.

To perform other similar or lower classification duties as assigned.

Duties include related functions consistent with the trade in which they are qualified.

This position will entail shift work, work outside in all types of weather as well as very prompt response to emergency conditions.

MACHINE OPERATOR 1

Class Definition: This position is under the supervision of a Road Foreman 1 or above.

Education and Specialized Skills: Preferably secondary school graduation; a good working knowledge of the *Motor Vehicle Act and Regulations*; a good knowledge of safety rules and regulations as they pertain to the driving and/or operation of the vehicles, equipment and machinery involved; preferably graduation from a defensive driving course and/or a recognized training program in the driving and operation of commercial type vehicle or heavy equipment. Must be able to hold and maintain flagging Certificate, WHMIS Certificate and Level I First Aid as supplied by the Employer. Must have awareness of environmental issues as it relates to highways and bridge maintenance. Must have an awareness of highways maintenance standards.

Specialized Abilities and Skills: Mechanical and operational aptitude; physically fit, mentally alert; safety conscious; ability to follow directions promptly and efficiently; hold a requisite valid BC driver's licence for equipment listed below; ability to work outdoors under varying weather conditions and operate any one piece or more of the equipment listed below and with the ability to learn to operate a loader for the purposes of self-loading and to perform similar or lower classification duties as assigned, including to coordinate the work of up to four (4) other employees when assigned to work collectively as a work group. This position will entail shift work, work outside in all types of weather as well as responding to emergency conditions.

- Driver Operator of a single axle truck equipped with/as pickup, crew cab, flat deck, van or tank body; dump box 3-5 yards; sanders, front or under body plow;
- Curbing machine;
- Flusher truck, single axle;
- Single axle flat deck truck with crane up to 8,000 lbs. capacity;
- Power roller, single drum or double drum up to 40" wide;
- Power saw, culvert cutter, bituminous raker, culvert steamer (pressure water type) or (temporary permit);
- Concrete mixers;
- Fork lift (under 2,000 kg);
- Compressor - hydraulic/air with attachments;
- Sign truck;
- Shop truck;
- Chipper;
- Jonco;
- Steamer with temp permit;
- Bobcat and attachments;
- Equipment with loader bucket 1.5 m³ or less;
- 4x2 Tractor and attachments.

MACHINE OPERATOR 2

Class Definition: This position is under the supervision of a Road Foreman 1 or above.

Education and Specialized Knowledge: Preferably secondary school graduation; a good working knowledge of the *Motor Vehicle Act and Regulations*; a good knowledge of safety rules and regulations as they pertain to the driving and/or operation of the vehicles, equipment and machinery involved; preferably graduation from a defensive driving course and/or a recognized training program in the driving and operation of commercial type vehicle or heavy equipment. Must be able to hold and maintain flagging Certificate, WHMIS Certificate and Level I First Aid as supplied by the Employer. Must have a working knowledge of the highways maintenance standards. Must have an awareness of environmental issues as it relates to highways and bridge maintenance.

Specialized Abilities and Skills: Mechanical and operational aptitude; physically fit, mentally alert; safety conscious; ability to follow directions promptly and efficiently; hold the requisite valid BC driver's licence for the equipment listed below; ability to work outdoors under varying weather conditions and operate any one piece or more of the equipment listed below, and to perform other similar or lower classification duties as assigned, including to coordinate the work of up to 4 other employees when assigned to work collectively as a work group. This position will entail shift work, work outside in all types of weather as well as responding to emergency conditions.

- Driver Operator of a tandem axle dump truck; sanders, underbody or front mount plow;
- Tandem axle flat deck truck with truck crane over 8,000 lbs., water tanks;
- Pavement burner;
- Bituminous sprayer;
- Trailers up to 10,000 lbs. GVW;
- Sweeper;
- Front End Loader less than 4 yards;
- Thermal-lay unit;
- Crawler Tractor under 125 hp;
- Riverboat Operator;
- Skidder and Grid Packer;
- Power Roller over 40 inches wide;
- Tractor mounted back-hoe and attachments;
- 4x4 Tractor and Long Arm mowers and attachments;
- Rosco patch unit;
- Equipment with loader bucket 1.5 m³ to 3.1 m³;
- Steamer with "B" Ticket;
- Wing Plow.

MACHINE OPERATOR 3

Class Definition: This position is under the supervision of a Road Foreman 1 or above.

Education and Specialized Knowledge: Preferably secondary school graduation; a good working knowledge of the *Motor Vehicle Act and Regulations*; a good knowledge of safety rules and regulations as they pertain to the driving and/or operation of the vehicles, equipment and machinery involved; preferably graduation from a defensive driving course and/or a recognized training program in the driving and operation of commercial type vehicle or heavy equipment. Must be able to hold and maintain flagging certification, WHMIS certification and Level I First Aid as supplied by the Employer. Must have a good knowledge of highways maintenance standards. Must have an awareness of environmental issues as it relates to highways and bridge maintenance.

Specialized Abilities and Skills: Mechanical and operational aptitude; physically fit, mentally alert; safety conscious; ability to follow directions promptly and efficiently; hold the requisite valid BC driver's licence for the equipment listed below; ability to work outdoors under varying weather conditions and operate any one piece or more of the equipment listed below and to perform other similar or lower classification duties as assigned including to coordinate the work of up to four (4) other employees when assigned to work collectively as a work group. This position will entail shift work, work outside in all types of weather as well as responding to emergency conditions.

Driver operator of a:

- tractor/trailer unit and trailer over 10,000 GVW;
- power grader and attachments;
- gradall, truck or crawler mounted;
- crane, self propelled;
- crawler tractor over 125 hp;
- hydraulic excavator and attachments;
- chip spreader;
- paving machine screedman;
- Truck or loader mounted snowblower;
- front-end loader, bucket 3.1 m³ and over.

ROAD FOREMAN I

Class Definition: Positions in this grade are under the general direction of a Road Foreman II or those above, and are responsible for carrying out assigned supervisory functions relating to their respective classification in addition to operating any equipment when necessary.

Education and Specialized Knowledge: Preferably secondary school graduation; a good working knowledge of the *Motor Vehicle Act and Regulations*; a good knowledge of safety rules and regulations as they pertain to the driving and/or operation of the vehicles, equipment and machinery involved; preferably graduation from a defensive driving course and/or a recognized training program in the driving and operation of commercial type vehicle or heavy equipment. Must be able to hold and maintain flagging certification, WHMIS certification and Level I First Aid as supplied by the Employer.

Specialized Abilities and Skills: Ability to effectively supervise work projects and/or activities involving combined resources of manpower, equipment, materials and supplies; ability to meet defined production standards, quotas and costs through organization, scheduling and utilization of available resources; ability to communicate with and direct employees in the designated work group, particularly for work and/or job assignments; ability to deal effectively with other employees, supervisors, administrators, management personnel and the general public and suppliers regarding work projects and/or requirements; ability to carry out related supervisory functions proficiently. Hold the requisite valid driver's licence for the equipment normally operated. Must hold and maintain flagging certification, WHMIS certification and Level I First Aid certification as supplied by the Employer. Must have a good working knowledge of highways maintenance standards. Must have an awareness of environmental issues as it relates to highways and bridge maintenance.

Typical Duties: To direct a crew where supervision is not directly available, and where a degree of independent judgement and action is required in carrying out functions within the scope of the classification and directly related fields in which they are qualified, periodically coordinating and directing the work of related professions assigned to work in the same location as required; to organize and coordinate the work of an assigned crew in conjunction with other resources to ensure established work standards of quality and quantity along with completion schedules of designated work and/or projects of

assigned crews; to ensure corresponding resource materials, supplies, and/or replacements are maintained for assigned crew; to provide and/or arrange work related instruction for employees within the assigned crew; to carry out field and/or job site inspections and ensure work progress, materials, and/or other requirements are maintained, under the general direction of his Road Foreman II. This position will entail shift work, work outside in all types of weather as well as responding to emergency conditions.

ROAD FOREMAN II

Class Definition: Positions in this grade are under the general direction of excluded management and are responsible for carrying out assigned supervisory functions relating to their respective classification in addition to operating any equipment when necessary.

Education and Specialized Knowledge: Preferably secondary school graduation or equivalent, a thorough knowledge of the *Motor Vehicle Act and Regulations* as they pertain to the driving and/or operation of the vehicles, equipment and machinery under their supervision. Thorough knowledge of the Workers' Compensation Board Health and Safety Regulations. Holder of a requisite Workers' Compensation Board First Aid Certificate. Completion of a Supervisory and Organizational Procedures training program. To read and interpret technical information and maintain an up-to-date supervisory knowledge of designated work areas. Must hold and maintain flagging certification, WHMIS certification and Level I First Aid certification as supplied by the Employer. Must have a valid BC driver's licence.

Experience: Related experience at the MO 3 level or equivalent. Previous supervisory experience as a Road Foreman I or equivalent.

Specialized Abilities and Skills: Ability to effectively supervise assigned work projects and/or activities involving combined resources of manpower, materials and supplies; ability to meet defined production standards, quotas and costs through organization, scheduling and utilization of available resources; ability to communicate with and direct employees in the designated work group, particularly for work and/or job assignments; ability to deal effectively with other employees, supervisors, administrators, management personnel, the general public and suppliers regarding work projects and/or requirements; ability to carry out related supervisory functions proficiently under the general direction of the Excluded Management. Must have a good knowledge of highways maintenance standards. Must have an awareness of environmental issues as it relates to highways and bridge maintenance.

Typical Duties: Include to organize, schedule, assign and coordinate the work of an assigned crew in conjunction with other resources; to reorganize, reschedule and reassign job functions and resources according to work progress and/or priorities; to ensure established work standards of quality and quantity along with completion schedules of designated work and/or projects of assigned crew; to ensure corresponding resource materials, supplies and/or replacements are maintained for assigned crew; to ensure related work records and reports concerning work and/or project costs, progress, etc., are maintained for assigned crew; to provide and/or arrange work-related instruction for employees within the assigned crew; to carry out and/or participate in the initial planning, programming and estimating of resources and related costs required to accomplish and complete scheduled work and/or projects within annual budget in accordance with related standards and management direction; to carry out such functions as reviewing management reports and either implementing or preparing for corrective action and ensuring that corresponding fiscal control is maintained; to carry out field and/or job site inspections and ensure work progress, materials and/or other requirements are maintained under the general direction of his supervisor.

A thorough knowledge of tendering procedures as they relate to sub-contracts. This position will entail shift work, work outside in all types of weather as well as responding to emergency conditions. Must have an ability to learn and assure compliance with company policies.

SIGNPERSON

Class Definition: Under the general direction of a Road Superintendent, positions at this level erect and maintain signs and other painted control devices in use by district maintenance establishment.

Typical Duties: To erect, maintain and where necessary touch up such signs as street signs, directional fingerboards, speed zones and similar messages; to hand or spray paint crosswalks, hatch traffic islands, guard rails and similar devices; to keep paint and stock records and order as required; to maintain time sheets when necessary; performing other similar or lower classification duties as assigned, install and report annual and preventative plan sign work, identify and report deficiencies.

May be required to operate the equipment listed in the MO1 classification. This position may entail shift work, work outside in all types of weather as well as responding to emergency conditions. May be required to join in regular road operations at any time.

Education and Specialized Knowledge: Preferably secondary school graduation; a good working knowledge of the *Motor Vehicle Act and Regulations*; a good knowledge of safety rules and regulations as they pertain to the driving and/or operation of the vehicles, equipment and machinery involved; preferably graduation from a defensive driving course and/or a recognized training program in the driving and operation of commercial type vehicle or heavy equipment. Must be able to hold and maintain flagging Certificate, WHMIS Certificate and Level I First Aid as supplied by the Employer. Must have a working knowledge of the highways maintenance standards. Must have an awareness of environmental issues as it relates to highways and bridge maintenance.

Specialized Abilities and Skills: Mechanical and operational aptitude; physically fit, mentally alert; safety conscious; ability to follow directions promptly and efficiently; hold the requisite valid BC driver's licence for the equipment listed in the MO1 classification; ability to work outdoors under varying weather conditions and operate any one piece or more of the equipment listed in the MO1 classification, and to perform other similar or lower classification duties as assigned, including to coordinate the work of up to four (4) other employees when assigned to work collectively as a work group. This position will entail shift work, work outside in all types of weather as well as responding to emergency conditions.

TJ-INDUSTRIAL WAREHOUSEWORKER

Class Definition: This position is under the supervision of excluded management and trade supervisor, the qualified employee must have the ability and initiative to work without direct supervision.

Education and Specialized Knowledge: Preferably grade 12 or equivalent, valid provincial tradesman's qualification Certificate or the approved equivalent, a thorough knowledge of all practices and procedures involved in both the purchasing and maintenance of inventory on a large stores establishment, experience with computer hardware/software and general business machines. Must hold and maintain WHMIS certification and Level 1 First Aid as supplied by the Employer. Must have an awareness of environmental issues as it relates to highways and bridge maintenance.

Specialized Abilities and Skills: Mechanical and operational aptitude; physically fit, mentally alert, safety conscious; ability to follow directions promptly and efficiently; hold a requisite valid BC driver's licence. Ability to learn and perform duties without immediate supervision; ability to direct; tact, sound judgement, ability to deal with other employees, the general public and suppliers. A thorough knowledge

of tendering procedures as they relate to both sub-contracts and regular inventory. Must have an ability to operate a fork-lift.

Typical Duties: Include preparing, issuing and analyzing invitations to quote or requests for proposals from suppliers; work order preparation and reporting; experience with automated inventory control; negotiating prices, terms and conditions of contracts using methods such as volume discounts, freight consolidations, etc. to reduce costs; approving contracts and recommending awards; resolving post contractual problems; monitoring, amending or terminating contracts; include the maintaining of records of stores both in the main establishment and the outlying stores; carrying out physical inventories periodically, reconciling losses; ensuring the proper condition and storing of property; checking records of outlying stores; preparing lists of stores; supervising and where applicable instructing employees in charge of stores; performing other similar or lower classification duties as assigned. Direct employees assigned to assist them.

STOCK ASSISTANT

Class Definition: Positions at this level are under supervision of trade supervisor, mechanical manager and/or general manager and are required to assist in the general routine duties of a large storeroom.

Education & Specialized Knowledge: Preferably grade 12 or equivalent; a good knowledge of routine stores practices and procedures and their application in the workplace. Must hold a class 5 driver's licence, must hold and maintain WHMIS certification and Level 1 First Aid as supplied by the Employer. Must have an awareness of environmental issues as it relates to highways and bridge maintenance.

Specialized Abilities and Skills: Ability to learn and follow instructions; tact; sound judgement; ability to deal with fellow employees over the counter. Ability to learn computer skills and operation of forklift.

Typical Duties: To transport articles to and from the stores; to sort and place articles on the shelves; to keep routine stock records and files and process necessary data entry compatible with an automated inventory system; to assist in dispensing articles in the stores over the counter; to sweep the store's area and maintain the working area in an orderly condition; to parcel and package articles for mailing and shipping, including breakable articles; to notify the official in charge when items of stock are in short supply; to assist in loading and unloading stock, placing same in proper location in the warehouse; may be required to drive a small truck to pick up and deliver freight to the freight office, to complete routine forms such as stock memos and credit notes; to keep simple records; performing other assigned duties.

MECHANIC POSITION

A Mechanic position (qualified, but non-ticketed) will be established and paid the MO2 rate.

BASIC TOOL LIST

ALL BRIDGE TRADES POSITIONS

- Framing Claw Hammer (20 oz.)
- Tapes (4 meter and 15 meter)
- Carpenter's Pencil
- Clawbar
- Handsaws (8 pt. cross cut & 5½ pt.rip)
- Framing Square (24" x 16")
- Tool Apron
- Level 24"
- Chalk Line
- Crescent Wrenches

- Bench Axe
- Oil Stone
- Set of Chisels