

# **RATIFICATION DOCUMENT**

## **CHANGES TO THE COLLECTIVE AGREEMENT**

**For ratification purposes only**

**between**

**MAINROAD EAST KOOTENAY CONTRACTING LP  
Contract Area 11**

**and the**

**B.C. GENERAL EMPLOYEES' UNION (BCGEU)**

**Effective September 1, 2023 to August 31, 2027**

**E & O E**

**TENTATIVE COLLECTIVE AGREEMENT**  
**FOR**  
**BCGEU MEMBERS**  
**HIGHWAY SERVICE AREA 11**  
**JUNE 2022**

**If ratified, agreement will take effect September 1, 2023**

**Changes to the Collective Agreement**

**Highlights:**

- Four-year collective agreement - September 1, 2023 to August 31, 2027.
- “COLA” wage increases in every year, plus an additional 1% wage increase effective September 1, 2023;
- An increase in the Employer’s contribution to the pension by 0.5% (increasing their contributions from 8% to 8.5%);
- Continuation of Article 25 Health and Welfare benefits for employees to age 70 (presently ceases at age 65);
- Article 25 benefits for 10 winter season auxiliaries. As part of this, an increase from seven to 10 auxiliaries will be guaranteed five-months’ work in the winter season;
- Suspension of the “training” auxiliary wage (Appendix 6) for the life of the agreement.  
***This is effective immediately following ratification;***
- Increase in the “in-lieu” amounts for the Health Spending Accounts to \$1.70/hour and subsequent increases biannually tied to the COLA increases;
- Regular complement of employees to go to a minimum of 44 and to be maintained at that minimum;
- A new provision on mental health including funds for immediate critical incident stress debriefing and post traumatic counselling.

**Housekeeping:**

- The Parties agree to change “Workers’ Compensation Board” to WorkSafe BC throughout the collective agreement.
- The Parties agree to change the end date of the collective agreement to “August 31, 2027” throughout the collective agreement.

**Gender Inclusive Review:**

The Parties agree that the language in the collective agreement shall be gender inclusive. Accordingly, it is agreed that where he/her or his/hers, etc. are used, it shall be changed to they/them or other appropriate neutral term.

**ARTICLE 1 – PREAMBLE****1.4 Singular and Plural/Gender**

**DELETE** clause

**1.5 Harassment**

- (a) The Union and the Employer recognize the right of employees to work in an environment free from harassment on the grounds of sex, race, religion, colour, marital status, sexual orientation, family status, **gender, gender identity or expression** and disability.

**1.7 Trans Inclusion (NEW)**

The Union and Employer agree to the following general transition policy to cover transgender employees at work.

- (a) The Employer and the “Union” will make every effort to protect the privacy and safety of trans workers at all times, and during transition.
- (b) Upon request by an employee, the Employer will update all employee records and directories to reflect the employee’s name and chosen gender identity.
- (c) The Employer will ensure that all washrooms facilities are identified as gender neutral.

## **ARTICLE 2 - UNION RECOGNITION AND RIGHTS**

### **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. **Union bulletin boards may be electronic (up to 40") and shall be provided at the Union's expense. The Employer shall provide adequate wall space for such boards, the power and power source for them to operate and WIFI for the Union to manage them remotely, provided there is no significant additional cost to the Employer.**

## **ARTICLE 3 – UNION SECURITY**

### **3.1 Conditions of Continued Employment**

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

## **ARTICLE 4 – UNION DUES**

### **4.1 Dues and Assessments**

(c) Deductions shall be made biweekly and remitted to the President of the Union no later than the 15th day of the subsequent month. **The Employer will submit union dues remittance by cheque or EFT. By January 1, 2024, all union dues will be remitted by EFT. The EFT will be submitted with an email to [direct.deposit@bcgeu.ca](mailto:direct.deposit@bcgeu.ca) including the EFT date and dollar amount.**

The Employer shall also provide the Union with member information, **in electronic format (either .cvs, .xls or .xlsx), to [dues@bcgeu.ca](mailto:dues@bcgeu.ca)** including the following:

- **Employee ID Number**
- Surname and First Name
- **Address and personal phone number(s)**
- **Employee email (if available)**
- Job Classification (if the employer's program allows)
- **Job Status (Regular, Auxiliary, terminated, etc) (if the employer's program allows)**
- Gross Pay for Period
- **Pay period type (biweekly)**
- **Pay period end date (if the employer's program allows)**
- **Pay period pay date**
- Month-to-Date Dues

- Work location (if the employer's program allows)

## **ARTICLE 9 – ARBITRATION**

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

The President of the Company or his 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:

- Marguerite Jackson
- Jim Dorsey
- **Mark Atkinson**
- Mark Brown
- Corinn Bell

By mutual agreement, the parties may select an alternative arbitrator.

### **9.5 Expedited Arbitration**

(j) The parties shall select an arbitrator from the following list, or the parties may select an alternative arbitrator by mutual agreement:

- Marguerite Jackson
- Jim Dorsey
- **Mark Atkinson**
- Mark Brown
- Corinn Bell

If the selected individual is unable to serve the parties may mutually agree upon another arbitrator listed above, or an alternative arbitrator.

## **ARTICLE 12 - PROMOTIONS, VACANCIES AND JOB POSTINGS**

### **12.1 Filling of Regular Vacancies**

(a) When a vacancy for a non-supervisory regular position occurs as a result of a regular employee's resignation, death, retirement, promotion, transfer, or dismissal and provided the total number of regular employees is below the regular complement, the Employer shall offer the position to employees in the following sequence:

- (1) senior qualified regular employee from the same seniority block within the same classification series;

- (2) senior qualified regular employee from the same seniority block within another classification series;
- (3) senior qualified auxiliary employee from the same seniority block within the same classification series;
- (4) senior qualified regular employee from another seniority block within the same classification series;
- (5) senior qualified auxiliary employee from another seniority block within the same classification series.

(b) **Regular Complement:**

~~Effective the day they have accepted the contract award from the government, the Employer will not be required to fill any regular vacancies created as a result of a retirement of a regular employee until the expiry of the present maintenance contract, unless the regular complement drops below thirty five (35).~~

~~Effective September 23, 2016, the Regular Complement may be reduced by attrition until it reaches thirty five (35) employees. Once the Regular Complement reaches thirty five (35) employees, the Employer will increase it to thirty six (36) within one (1) year and it shall be increased by a minimum of one (1) every twelve (12) months thereafter. In any event, by no later than March 1, 2023, the Regular Complement shall be returned to forty four (44) employees.~~

**The regular complement is defined as forty-four (44) employees.**

- (c) Vacancies noted above will be filled within a classification and in a seniority block of the Employer's choice within thirty (30) days. Relocation expenses are not applicable throughout this process.
- (d) Vacancies for Trades Supervisors (mechanical and bridge) and ~~Road~~ Foremen ~~3 and 4,~~ will be filled on the basis of qualifications, skill and ability. When these are relatively equal between two (2) or more employees the senior applicant will be awarded the job.

## **ARTICLE 13 – LAYOFF AND RECALL**

### **13.6 Yard Closure**

Should the Employer decide to close a yard, mechanical facility or classification series, those regular employees so affected will be offered work in another seniority block **and be offered \$7,500 in lieu of mileage and relocation expense.** ~~Should the Employer eliminate a classification series, those regular employees so affected will be offered five thousand dollars~~

~~(\$5,000) and will be offered work within their seniority block in another classification series for which they are qualified.~~

## **ARTICLE 15 - SHIFT WORK**

### **15.1 Premium Entitlements**

- (a) A premium entitlement of one dollar **and fifty cents** (\$1.**50**) per hour shall apply to all hours worked between 6:00 p.m. and 5:00 a.m.
- (b) The premiums described above shall apply to overtime hours worked.

### **15.2 Notice of Work Schedules**

- (a) Work schedules negotiated as per Clause 14.2, for 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 five (5) days advance notice, the employee will receive a premium at the applicable overtime rate for work performed on the first shift to which he/she changed, except that if the change results from no fault of the Employer, he/she shall not receive a premium at overtime rates but shall receive a premium of one dollar **and fifty cents** (\$1.**50**) per hour for work performed on the first shift to which he/she changed.

### **15.12 Availability Provision**

**DELETE clause**

## **ARTICLE 16 – OVERTIME**

### **16.2 Overtime Entitlement**

A regular employee or an auxiliary on a regular shift will be entitled to compensation for authorized overtime in excess of the scheduled daily hours, or hours worked outside the 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.

- (a) ~~For the purposes of calculating the hourly rate for overtime, an employee's biweekly rate shall be divided by seventy-five (75).~~ **Overtime rates will be calculated based on the wage rate the employee was working at the time the overtime was incurred. If the overtime is on a day of rest, the employee's wage rate will be based on their last day, or current day's worked, whichever is higher.**

### 16.3 Sharing of Overtime

- (a) Overtime work shall be allocated equitably considering seniority, operational circumstances and the availability of qualified employees within each classification series. Such equitable sharing shall be by seniority block pursuant to (b) below.
- (b) The equitable sharing will be calculated separately for the winter and summer shifts. One (1) timeframe is winter shift which will include auxiliaries on scheduled shifts. The second (2<sup>nd</sup>) period is summer shift which will not include auxiliaries.
- (c) Employees must provide the Employer with one (1) home/mobile phone number to be contacted.
- (d) The Employer shall maintain records of all offers of overtime by name, date, time, method of offer, the response to the offer, and any reasons for declines. Such records shall be available for viewing by all employees.
- (e) A list of overtime worked, by classification series, shall be posted monthly in each worksite.
- (f) 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.
- (g) Any overtime sharing issues brought forward shall be reviewed at the Labour/Management Committee, which may seek to resolve any potential dispute prior to any grievance.**

### 16.10 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. Temporary /Auxiliary employees will have their banked time paid out in cash at time of layoff.
- ~~(b) When overtime is worked the employee shall indicate on his/her daily time card whether he/she elects to have such overtime compensation in all cash or time off. If no indication is made on the daily time card the overtime compensation will be in all cash.~~ **The employee shall advise the Employer in writing of their election to have either all cash or all compensatory time off (CTO), or 50% cash and 50% time off on January 2<sup>nd</sup>, April 1<sup>st</sup>, July 2<sup>nd</sup> and October 1<sup>st</sup> for the following three-month calendar period in each case. If no selections are made, the default will be 100% CTO.**
- (c) All regular employees may have up to a maximum of two hundred and fifty (250) hours in the bank at any one (1) time. All other overtime shall be paid out in cash at any time at the option of the employee. An employee who wishes to withdraw cash from his/her CTO bank shall advise in writing the respective pay office at least two (2) weeks prior to the date the cash payment is desired, alternatively



an employee may have cash from the CTO bank remitted to the BCGEU Pension Plan as a voluntary contribution. **Anything in excess of the 250 hours noted above will be paid out on the last pay date of the calendar year.**

(d) The Employer agrees that scheduling of compensatory time off shall not be unreasonably withheld.

## **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
<b>Queen's Birthday</b>	Christmas Day
<b>Victoria Day</b>	Boxing Day
Canada Day	
<b>Truth and Reconciliation Day</b>	

(b) Any other holiday proclaimed a holiday by federal or provincial **or municipal governments** ~~government~~ shall also be a paid holiday.

## **ARTICLE 18 – ANNUAL VACATIONS**

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

A retiring employee, who is at least 55 years old, and with a minimum of five (5) years' service, shall be granted full vacation entitlement for the final calendar year of service. A retiring employee who is subsequently rehired shall not be entitled to this provision on a second occasion.

~~The above noted language is suspended from January 1, 2017 until September 23, 2023. During that period vacation leave the year of an employee's retirement will be on a pro-rata basis.~~

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

### **20.2 Special Leave**

**Regular employees shall be entitled to three (3) special leave days per calendar year, with no evidence required. Personal days off will not carry over or be paid out if unused by the end of the calendar year.**

(a) Where leave from work is required, an employee shall be entitled to special leave at his/her regular rate of pay for the following:

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

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

(c) For the purpose of (a)(2), (4), (5), (6), (7) and (8), leave with pay will be only for the workday on which the situation occurs.

(d) For the purpose of determining eligibility for special leave under (a)(5), an employee will qualify if he/she is maintaining a self-contained household and if he/she is changing his/her place of residence which necessitates the moving of household furniture and effects during his/her normal working hours, and if he/she has not already qualified for special leave under (a)(5) on two (2) occasions within the preceding twelve (12) months.

## 20.8 Maximum Leave Entitlement

Leaves taken under ~~Clauses 20.2~~, Clauses 20.3 (family illness) and 20.7 (Leave for medical and dental care) shall not exceed a total of ~~five (5)~~ **two (2)** days or equivalent hours per calendar year, ~~unless additional special leave is approved by the Employer.~~

## 20.11 Other Leaves (New)

**Employees will be entitled to all other leaves in accordance with the *Employment Standards Act* including Domestic Violence Leave.**

# ARTICLE 21 – PREGNANCY, PARENTAL AND ADOPTION LEAVE

## 21.1 Pregnancy Leave

- (a) An employee is entitled to pregnancy leave of up to seventeen (17) consecutive weeks without pay.
- (b) An employee shall notify the Employer in writing of the expected date of the commencement of her leave. Such notice will be given at least four (4) weeks prior to the expected date of the

commencement of pregnancy leave.

(c) The period of pregnancy leave may commence up to ~~eleven (11)~~ **thirteen (13)** weeks prior to the expected date of birth and ~~shall end no earlier than six (6) weeks after the actual birth date~~ **and end no later than seventeen (17) weeks after the leave begins.** A shorter leave period may be requested provided such a request is accompanied by a duly qualified medical practitioner's certificate.

(d) A request for shorter period under Clause 21.1 (b) must be given in writing to the Employer at least one week before the date that the employee indicates she intends to return to work, and the employee must furnish the Employer with a certificate of a qualified medical practitioner stating that the employee is able to resume work.

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

## 21.2 Parental/Adoption Leave

(a) Upon application, an employee will be granted leave of absence following the birth or adoption of the employee's child. The employee will have to furnish a medical certificate or other evidence stating the date of birth of the child or, where applicable, proof of adoption.

(b) Upon application, employees will be granted parental leave as follows:

(1) in the case of the pregnant parent, up to 61 consecutive weeks commencing immediately following the end of the pregnancy leave under Clause 21 (Pregnancy and Parental Leave),

(2) in the case of the partner of the pregnancy parent, including a same-sex partner, up to 62 consecutive weeks commencing within 78-week period following the birth of the child,

(3) in the case of an adopting parent, up to 62 consecutive weeks commencing within the 78 week period following the date the adopted child comes into the actual care and custody of the parent or within the two week period preceding the date the adopted child comes into the actual care and custody of the parent.

(c) If the child suffers from a physical, psychological, or emotional condition, the employee is entitled to an additional period of parental leave up to five weeks. The employee's qualified medical practitioner or the agency that placed the child must certify that such an additional period of parental leave is required.

## 21.6 Entitlements Upon Return to Work

(a) Notwithstanding Clause 18.1(b) and 18.6, vacation entitlements and vacation pay shall continue to accrue while an employee is on leave pursuant to Clauses 21.1 or 21.2 providing the employee returns to work for a period of not less than six (6) months. Vacation earned pursuant to this clause may be carried over to the following year, notwithstanding Clause 18.6.

- (b) An employee who returns to work after the expiration of pregnancy, 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 pregnancy, 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 Clause
- (e) as a result of proceeding on pregnancy, parental or adoption leave, the employee 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 pregnancy, parental or adoption leave.

## **ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY**

### **22.3 Local Occupational Health and Safety Committee**

- (a) The Employer and the Union shall establish a joint safety committee to be composed of union and employer representatives. The union representative shall be appointed by the Union and such representatives(s) must be in the employ of the Employer. The Committee shall meet monthly to discuss questions or problems which may arise with respect to the health and safety of all employees.
- (b) All meetings of the Committee shall be recorded and sent to the Union and the Employer. The Committee shall consist of a "core committee" with at least 50% comprised of worker representatives. Worker representatives will be appointed by the Union and be selected from the following worksites, which operate year-round:

Cranbrook: two (2) worker representatives (one each from Road Crew and Mechanical Crew)  
Sparwood: one (1) worker representative  
Fairmont: one (1) worker representative

In addition to the above "core committee", one worker representative from each of the following seasonal worksites will report to the "Core" worker representatives on the joint committee when they open for the season:

Yahk: one (1) worker representative  
Elko: one (1) worker representative

Further to the above, the Employer and Union will make a joint application for a variance of the committee structure to WorkSafe BC. Such application will be renewed upon expiry, unless mutually agreed to otherwise.

- (c) Employees who are representatives of the Committee shall not suffer any loss of regular earnings for the time spent attending a committee meeting, job site inspection, or accident

investigation in accordance with WCB regulations. Any necessary transportation shall be provided by the Employer.

(d) Committee meetings shall be scheduled during normal working hours whenever practicable. Time spent by designated committee members attending to committee business or accident investigation on their days of rest or outside their regularly scheduled hours of work **shall not be considered time worked but such employees shall receive equivalent time off at straight time. and as such, overtime, pursuant to Article 16, shall apply.**

#### **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~~ **two-hour intervals.**

#### **22.13 Training Programs for Occupational Health and Safety Committee Members**

**Training of Joint Occupational Health and Safety Committee members may be undertaken using the Union's training program.**

Occupational health and safety committee members will be trained as to their responsibilities. When training occupational health and safety committee members, leave without loss of current pay and without loss of seniority shall be granted to designated occupational health and safety committee members.

#### **22.1 Mental Health (New)**

(a) **The parties recognize the importance of supporting and promoting a psychologically healthy workplace and as such will adhere to all applicable statutes, policies, guidelines and regulations pertaining to the promotion of mental health.**

(b) **The Employer agrees to adopt standards in the promotion of a psychologically healthy workplace.**

(c) **Immediate critical incident stress debriefing and post traumatic counselling shall be made available for employees who have suffered as a result. Leave required to attend such debriefing or counselling sessions will be without loss of pay or benefits. The cost associated with the provisions of this sub-clause will not exceed an annual total of \$4000.**

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

Regular employees shall be eligible for coverage for Provincial medical and group benefits coverage effective the first day of the month following their date of hire as a regular employee.

### **25.X Eligibility**

Regular employees shall be entitled to the benefits pursuant to this Article to age 70, except for Short-Term Disability and Long-Term Disability which end at age 65, and Group Life Insurance and Accidental Death & Dismemberment coverage will be reduced by 50% at age 65.

### **25.3 Extended Health Care Plan**

Regular employees shall be entitled to coverage for Extended Health Care that is comparable to the coverage currently provided by the Government of British Columbia for BCGEU employees. Vision care coverage shall be ~~two hundred and fifty dollars (\$250)~~ **four hundred dollars (\$400)** annually for dependent children and every twenty-four (24) months for employee and spouse. ~~shall be two hundred and fifty dollars (\$250) annually for dependent children and every twenty-four (24) months for employee and spouse. Increase to three hundred and fifty dollars (\$350), effective September 1, 2020.~~

### **25.12 Employees Over Age 70**

~~Employees over age 65 shall be entitled to the Health Spending Account provisions as provided to auxiliary employees in accordance with Article 31.8 and Appendix 8.~~ **Employees over age 70 shall be entitled to the Health Spending Account provisions as provided to auxiliary employees in accordance with Article 31.8 and Appendix 8.**

## **ARTICLE 26 – EMPLOYEE EQUIPMENT AND CLOTHING**

### **26.5 Tool Allowances**

- (a) Other than employees classified as tradesmen, helpers or apprentices, employees will not be required to supply work tools or equipment.
- (b) Where maintenance of employees' hand tools has been done by the Employer in the past, this practice shall continue. It is understood that "maintenance" as used in this section shall mean sharpening and keeping in good working condition.
- (c) *Replacement of Employee's Hand Tools*

The Employer will replace the employee's hand tools, tool boxes, pneumatic and power tools 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) Employer agrees to supply reasonable amounts of power tools, specialty tools, and testing equipment required. Once each calendar year, regular mechanics and welders shall receive the following tool allowance **for receipted work-related tool purchases**:

- ~~Three hundred dollars (\$300) per regular mechanic~~
- ~~One hundred dollars (\$100) per regular welder~~
- **Four hundred dollars (\$400) per regular mechanic**
- **One hundred and fifty dollars (\$150) per regular welder**

The above-noted dollar amounts will be increased biannually on September 1<sup>st</sup> by the Labour Component of the Annual Price Adjustment beginning on September 1, 2025, rounded to the nearest five dollars, to a maximum of \$450.00 for mechanics and \$200.00 for welders.

- (e) Employees requiring documentation for the CRA, including a T2200 – Declaration of Conditions of Employment, may have to provide, in advance, to the Employer, a written inventory of their tools.

## 26.7 Footwear/Safety Apparel Allowance

Once each calendar year, every regular employee who has been employed for a minimum of one (1) year, shall receive up to a ~~one hundred and fifty dollar (\$150)~~ **two-hundred-dollar (\$200)** footwear allowance and/or safety apparel upon providing a receipt(s) of purchase.

The above-noted dollar amounts will be increased biannually on September 1<sup>st</sup> by the Labour Component of the Annual Price Adjustment beginning on September 1, 2025, rounded to the nearest five dollars, to a maximum of \$250.00.

## ARTICLE 27 – RATES OF PAY AND CLASSIFICATION

### 27.2 Paydays

- (a) Employees shall be paid biweekly every second Friday.
- (b) A comprehensive **electronic pay** statement detailing all payments, allowances and deductions shall accompany the paycheque for and deductions shall be provided each pay period.
- (c) ~~Where direct deposit is available~~ The Employer shall provide for the direct deposit (electronic funds transfer) of the employee's pay in a participating chartered bank, trust company, or credit union of the employee's choice on or before the appropriate payday.
- (d) The Employer shall provide the Union with a monthly statement of pension contributions (employer and employee) as it is remitted to the Pension Administrator.
- (e) ~~Employees working shifts shall receive pay statements in accordance with the following:~~  
~~(1) — day shift — on the payday;~~

- ~~(2) — afternoon shift — coming off the shift prior to the payday;~~  
~~(3) — night shift — coming off shift the morning of the payday.~~

**Employees working shifts will be electronically delivered pay statements on/by payday. The Employer will provide a computer at each worksite for employees to access pay statements, including previous statements, and print such statements if they desire. This will be provided in a fashion that provides the employee with privacy to view and print statements.**

- (f) If the pay is not available on the payday, the Employer shall arrange for the employee to be provided on the payday with an adequate advance on his/her wages.

## 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-two (42¢)~~ **sixty-one** cents **(61¢)** per kilometre, subject to the limits established by Canada Revenue Agency (CRA). **The amount will adjusted to match any allowable amount set by the CRA.**

## 27.7 Meal Allowances

Employees on travel status shall be entitled to a meal allowance for the time spent away. Receipted meal expenses shall be subject to the following maximum amounts (which include gratuity provided). Alcohol will not be accepted as any part of the receipted expense. "Receipted" is defined as the detailed meal receipt showing GST (e.g. not just credit card receipt/statement). Gratuity must not exceed fifteen percent (15%) of the cost of the meal.

Meal allowance shall be:

Breakfast	<del>\$9.50</del> <b>\$20.00</b>
Lunch	<del>\$11.65</del> <b>\$25.00</b>
Dinner	<del>\$19.25</del> <b>\$30.00</b>

## 27.14 Work Time Records

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



## **ARTICLE 31 – AUXILIARIES**

### **31.4 Loss of Seniority for an Auxiliary Employee**

(a) An auxiliary employee shall lose his/her seniority in the event that:

(1) he/she is terminated for cause;

(2) he/she voluntarily terminates or abandons his/her position;

(3) he/she is on layoff for more than twelve (12) months; except for auxiliary employees newly hired after September 1, 2006 who shall lose seniority after six (6) months on layoff from any layoff that occurs during the first twelve (12) months following their original date of hire. Should such an employee be rehired by the Employer after the first anniversary of their original date of hire, they will then be covered by the twelve (12) month provision set out above;

(4) he/she is unavailable for, or declines, three (3) offers of re-employment as provided for in Article 31.6.

(b) An auxiliary employee on a claim recognized by the WorkSafe BC or work related ICBC claim shall be credited with service seniority to what he/she would have earned had he/she not been absent and been able to work.

**(c) Notwithstanding anything to the contrary in the collective agreement, an auxiliary employee who has three (3) unavailable/declines that are not for legitimate reasons as set out in Clause 31.6(b)(4) within either of the six (6) month periods (January to June and July to December):**

- **Will lose all seniority but will not be subject to termination; and**
- **Will be placed at the bottom of the seniority list.**

**Only one unavailability or decline will be counted per calendar day.**

### **31.6 Layoff and Recall**

(a) *Layoff*

(1) Layoff of auxiliary employees shall be by classification, in reverse order of seniority within a seniority block. Auxiliary employees shall be issued a Record of Employment (ROE) in accordance with Employment Standards.

(2) Auxiliary employees on layoff shall be recalled in order of seniority within a seniority block provided the auxiliary employee is qualified to carry out the work which

is available.

(3) Upon layoff, auxiliary employees will be issued a layoff notice containing the following information:

- date of layoff
- reminder about sending an email or letter notice of unavailability (if email not available)
- Current phone number on file
- Current email on file

It is the responsibility of the auxiliary employee to ensure contact information on file with the Employer is current and accurate.

(b) **Recall Procedure** – *Offers of Auxiliary Work:*

(1) Employees on layoff will be notified of available work by registered mail. Where that is not possible, contact will be by other means. **Auxiliary employees:**

- Must provide the Employer with one (1) phone number for the Employer to call and/or text offers of auxiliary work (“recall”) in accordance with Clause 31.6(b);
- Shall have sixty (60) minutes to return texts/voicemail messages to accept offers of auxiliary work (“recall”);
- Who are unavailable for recall will NOT have the unavailable/decline count when it is for legitimate reasons as set out in Clause 31.6(b)(4);
- Unreturned calls/voicemail messages/texts within the sixty (60) minutes will be considered as an “unavailable/decline” in accordance with Clause 31.4(a)(4) and 31.6 (b)(3).

(2) If an employee receives notice of available work and declines the work offered, such decline will be considered to be a decline for purpose of Clause 31.4(a)(4).

(3) An employee who declines work on three (3) separate occasions in a six (6) month period (January-June and July-December) 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. The Employer will notify the auxiliary employee by email or text (if supplied by the employee) of each unavailable/decline that it counts toward potential loss of seniority.

(4) Auxiliary employees who are unavailable in the following circumstances will not have the decline or unavailability count as an occurrence for the purpose of Clause 31.4(a)(4):

- (i) absence on a WorkSafe BC or ICBC claim;
- (ii) pregnancy/parental leave;
- (iii) absence on bereavement leave;
- (iv) leave to participate in activities of a Reserve Component of the Canadian Armed Forces, or Provincial Emergency Program, or fire or police training seminars;
- (v) illness; proof of illness may be required if the absence is greater than five (5) days or where it appears a pattern of consistent or frequent absence is developing;
- (vi) illness of a dependent child, spouse or parent of an auxiliary employee, where no one other than the employee can care for the child, spouse or parent. Proof of illness may be required if a pattern of consistent absence is developing. Such leave will not exceed two (2) days;
- (vii) union leave per Clauses 2.10 or 2.11;
- (viii) jury duty;
- (ix) medical or dental appointments;
- (x) any approved leave of absence without pay;
- (xi) less than eight (8) hours' notice of recall.

(c) In the event that there is a requirement for an increase in the workforce, the Employer may hire new auxiliary winter shift employees, for orientation and training purposes only, prior to the recall of the former auxiliary employees. Such orientation and training shall not constitute a normal recall for the purpose of (b) above. This situation shall not result in increased hours of work to new employees over the duration of the winter shift. Such new employees will accrue seniority during this orientation and training period.

*(d) Unavailability*

(1) Auxiliary employees, with the agreement of the Employer, may specify seasonal periods of unavailability. Such agreed to periods and any alterations thereto, shall be in writing and

include an effective date. In accordance with Clause 31.6(d), auxiliary employees may specify seasonal periods or days of unavailability by notifying the Employer, in writing via email or letter to their foreman AND via email to [eastkootenay@mainroad.ca](mailto:eastkootenay@mainroad.ca). Any such notification must be delivered no less than seventy-two (72) hours prior to any date of unavailability. Auxiliary employees submitting emails or letters of unavailability will NOT be called for offers of auxiliary work during these unavailability periods or days.

(2) Should an auxiliary employee wish to revert from having specific days and/or time of unavailability, the employee may do so by providing the Employer with ten (10) days' written notice.

### 31.8 Health and Welfare

(a) In lieu of Health and Welfare benefits, auxiliary employees and regular employees over age 70 shall receive additional compensation as follows: ~~One dollar, twenty-one cents (\$1.21)~~ **One dollar, seventy- cents (\$1.70)** to a maximum of ~~ninety-six dollars and eighty cents (\$96.80) biweekly~~ **one-hundred and thirty-six dollars (\$136) biweekly.**

~~Effective September 1, 2023, increase to \$1.60 (\$128 maximum biweekly)~~

**The above-noted dollar amounts will be increased biannually on September 1<sup>st</sup> by the Labour Component of the Annual Price Adjustment beginning on September 1, 2025, rounded to the nearest five dollars, to a maximum of \$2.00 (\$160 maximum biweekly).**

The "in lieu" amount will be deposited into the Health Spending Account (HSA) for each employee pursuant to Appendix 8.

## **ARTICLE 32 – PENSION PLAN**

### 32.1 Establishment of a Plan

- (a) The Employer and the Union agree to comply with the *BC Pension Benefits Standards Act*.
- (b) The Employer agrees to remain a contributing employer to the Pension fund of the **BC Target Benefit Pension Plan.**
- (c) All regular employees covered by this agreement shall participate in the **BC Target Benefit Pension Plan**
- (d) Upon application "eligible" employees other than regular employees, shall participate in the **BC Target Benefit Pension Plan.**

### 32.3 Contribution Rates

(a) The Employer's contribution rate to the Pension Fund shall be as below. The Employer shall also deduct from each eligible employee's gross monthly earnings six and one-half percent (6.50%) and remit that amount together with the Employer's required contribution on behalf of each employee to the Pension Fund, or where entitlement is granted otherwise pursuant to this agreement.

The Employer portion of pension contribution will be ~~eight percent (8%)~~ **eight and one-half percent (8.50%)**.

## ARTICLE 33 - GENERAL CONDITIONS

### 33.4 Payroll Deductions

An employee shall be entitled to have deductions from his salary assigned for ~~the purchase of Canada Savings Bonds and/or BC Bonds and/or~~ the Pension Plan. However, the Employer will not be responsible if an employee exceeds Revenue Canada contribution limits.

## ARTICLE 34 - TERM OF AGREEMENT

### 34.1 Term

This agreement shall be binding on the parties and shall be effective from the date of ratification until **midnight August 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 **March 31, 2027**, but in any event not later than midnight, May 31, 2027.

(b) Where no notice is given by either party prior to **May 31, 2027**, both parties shall be deemed to have given notice under this section on **May 31, 2027**.

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

(d) Where a party to this agreement has given notice under Subsection (a) above, the parties shall, within ten (10) days after the notice was given or at such other times as may be mutually agreed, commence collective bargaining.

(e) Should the Province of British Columbia decide or should the Employer decide that its contract for highway maintenance will not be renewed, the obligation to engage in collective bargaining with the Union shall cease for all purposes as of that date.

## **APPENDIX 1**

### **Short and Long-Term Disability**

#### **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 his/her claim reviewed by a claims review committee composed of a medical doctor designated by the claimant, one (1) medical doctor designated by the Employer, and a medical doctor agreed to by the first two (2) individuals who shall act as chairperson of the Committee. 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 shared by the employer and the union.**

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 he/she is 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.

## **APPENDIX 2**

### **Hourly Wage Rate**

Classification Series	Sept 1/22				
		Sept 1/23	Sept 1/24	Sept 1/25	Sept 1/26
BRIDGEWORKER SERIES					
Bridge Labourer	32.37				
TJ Bridgeworker	38.72				
TL Bridgeworker	40.28				
TS Bridgeworker	41.41				
MACHINE OPERATOR SERIES					
Lab/Flag/Yardworker	32.37				
Machine Operator 3	34.00				
Machine Operator 5	35.81				
Machine Operator 7	36.69				
Foreman 1	37.73				
Foreman 2	38.72				
Foreman 3	40.19				

Foreman 4	41.41				
Sign Maintenance Person	35.81				
Sign Maintenance	36.18				
Bituminous Raker	34.00				
Bituminous Sprayer	34.00				
<b>MECHANICAL SERIES</b>					
TJ Mech./Welder/Bodyman	39.74				
TL Mechanic	40.78				
TS Mechanic	42.49				
TSS Mechanic	43.88				
TJ Industrial Warehouse	35.81				
TL Industrial Warehouse	36.71				
TS Industrial Warehouse	38.25				
TA Industrial Warehouse	-	-	-	-	-
TA Apprentice Warehouse	-	-	-	-	-

~~\*\*Winter Equipment Wage Adjustment – Base rate plus twenty five cents (25¢) per hour. Between November 1 of one (1) year and March 31 of the following year, each employee in the Machine Operator Series sh five cents (25¢) per hour in addition to the classification base rate.~~

In replace for this, all classifications in the machine operator series are increased by \$0.10 (year round) and that is effective upon ratification of the new collective agreement (anticipated July 2022).

#### Hourly Wage Rate

Effective September 1, 2023, there shall be a wage increase of 1.00% plus the Labour Component of the Annual Price Adjustment (COLA) or zero percent (0%), whichever is greater.

In addition, the job classifications listed below will have the following dollar amounts applied on September 2, 2023:

- Trade Journeyman classifications: \$1.50/hour
- Foreman 3 and Foreman 4: \$0.50

Effective September 1<sup>st</sup> of every year of the Collective Agreement thereafter – Labour Component of the Annual Price Adjustment (COLA) or zero percent (0%), whichever is greater.

#### **APPENDIX 4** Incumbent Employee List

1	Pendry, Joseph J.	12/1/83
2	Jarrett, Jim A.	11/1/87
3	Edwards, Harold R.	1/1/94
4	Falkmann, Joe	1/12/97
5	Hagel, Darryl	4/1/99

## **APPENDIX 6**

### **Training Wage for New Hires**

The Auxiliary wage scale will be as follows:

- eighty-five percent (85%) up to one thousand (1000) hours
- ninety percent (90%) one thousand and one (1001) to fifteen hundred (1500) hours
- ninety-five percent (95%) fifteen hundred and one (1501) to two thousand (2000) hours
- one hundred percent (100%) over two thousand (2000) hours

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 [0] for an individual)

It is understood that retired regular employees rehired as auxiliaries are immediately placed at the one hundred percent (100%) wage scale.

It is understood that trade journeyman auxiliaries are immediately placed at the one hundred percent (100%) wage scale.

**The above noted language is suspended from September 1, 2023 until the end of the current collective agreement. NOTE: by separate agreement with the employer, this will take effect upon ratification.**

## **APPENDIX 7**

### **Bargaining Unit Classifications**

The following minimum regular bargaining unit classifications will be filled within the Service Area. Specific classifications will be allocated within the yards at the sole discretion of the Employer:

#### Road Crew

- |    |   |                          |
|----|---|--------------------------|
| 0  | - | Road Foreman 1 (RF1)     |
| 0  | - | Road Foreman 2 (RF2)     |
| 4  | - | Road Foreman 3 (RF3)     |
| 0  | - | Road Foreman 4 (RF4)     |
| 10 | - | Machine Operator 3 (MO3) |
| 9  | - | Machine Operator 5 (MO5) |
| 3  | - | Machine Operator 7 (MO7) |
| 1  | - | Sign Maintenance         |

#### Mechanical Crew

- |   |   |  |
|---|---|--|
| 1 | - | Trade Senior Supervisor Mechanic (TSS) |
| 0 | - | Trade Senior Mechanic (TSM)            |
| 2 | - | Trade Leadhand Mechanic (TLM)          |
| 2 | - | Trade Journeyman Mechanic (TJM)        |



1 - Trade Journeyman Industrial Warehouse (TJI)

Bridge Crew

1 – Trade Senior Bridgeworker (TSB)

0 – Trade Leadhand Bridgeworker (TLB)

1 – Trade Journeyman Bridgeworker (TJB)

The above are the minimum number and classifications that the Employer will maintain and fill when vacant. However, the Employer will maintain the employees in their classifications and yards, as of **September 1, 2016 2023** until such time as the employee vacates his position, for any reason.

If, after an employee vacates his position, there are fewer employees employed in that particular classification than required by the above, then that position will be filled in the same classification in the seniority block of the Employer's choice. Otherwise, the Employer may fill the vacancy in another classification subject to the minimum number and classifications above.

For example, if at the date of ratification there were 5 RF1's and 3 MO7's, but the minimum requirement is for 1 RF1's and 4 MO7's, then upon any RF1 vacating his position, the Employer could fill the vacancy with a MO7.

For greater clarity, the Employer is not required to ladder up in any circumstances when filling a vacancy created by an employee vacating a position in a classification that has the required number of employees. The Employer may choose to increase the minimum number of higher paid classifications in any classification series and decrease the number of lower paid classifications in any classification series in any vacancy filling but will not be required to do so and may do so on a temporary basis provided the above classification numbers are maintained at or above the level set out above.

## APPENDIX 8

### Auxiliary Health Spending Accounts (HSA) in a "Flex Plan"

Revision to (9) below, rest of Appendix 8 remains.

(9) Working employees, employees on layoff and terminated employees will be treated equally with reference to Clause 7 and 8. **Employees on layoff or termination will be provided with a reminder to access their HSA benefits and the contact information for the HSA carrier.**

Clause 31.7 is retitled as **Auxiliaries with Benefits** and the existing language for auxiliary conversion is deleted.

Union to withdraw its proposals on the “Seasonal Auxiliary” including the definition proposal and any other related proposal.

### **MEMORANDUM OF AGREEMENT #1** **Auxiliary Winter Shift**

The parties agree that winter shift coverage will be as follows:

1. A minimum of ~~seven~~ **ten (10)** auxiliary employees shall be recalled to work on November 1 of each year and shall continue to work on full-time basis until March 31 of the following year at which time they will be laid off unless employment is extended by the Employer.
2. On December 1 of each year, a minimum of ~~eleven~~ **eight (8)** auxiliary employees will be recalled/hired in addition to Paragraph 1 above and shall work on a full-time basis from December 1 of one year to the last day of February of the following year, at which time they will be laid off unless employment is extended by the Employer.
3. This memorandum of agreement shall not contradict or nullify any other article(s) in the collective agreement.

#### **31.7 Auxiliaries with Benefits**

**The first ten auxiliaries\* that are recalled (see below) and captured by Subclause 1 of MOA #1 (Auxiliary Winter Shift), will be entitled to, Article 25 Benefits and Appendix 1 – Short- and Long-Term Disability.**

**Cranbrook Seniority Block: 4**

**Columbia Valley Seniority Block: 2**

**Elk Valley Seniority Block: 4**

**An auxiliary accessing benefits will not be entitled to Clause 31.8 - Health and Welfare, Article 18- Vacation and Article 20- Leaves.**

**These ten auxiliaries will only have benefit coverage through winter season (November 1 - March 31).**

**Clause 25.10 – Continuation of Benefits applies to these auxiliaries who may continue with the benefits noted when on layoff by prepaying the premiums themselves. Benefits premiums must be received via monthly post-dated cheques, by February 1 annually. If cheques are not received, benefits coverage will cease March 31 without notice.**

**The benefits noted in this clause do not include Article 18 – Vacation or Article 20 – Paid Leaves. Accordingly, the auxiliaries receiving benefits will continue to receive the in-lieu amount in Clause 31.10 – Annual Vacation.**

\*If the auxiliary is not eligible for group benefit coverage (ie. they are 70 years or older), they will receive "in lieu" amount in accordance with Clause 31.8 Health and Welfare.

~~MEMORANDUM OF UNDERSTANDING #8~~  
~~application of Clause 13.4 for Existing Employees~~

Delete entirety of Memorandum #8.

**MEMORANDUM OF UNDERSTANDING #11**  
**NEW PROVISION**

**Entry Level/ Training Program**

The Parties recognize that the need to address recruitment and retention issues in the highway maintenance sector and to provide better employment opportunities for underrepresented groups.

Accordingly, the Parties agree to the creation of entry level/training positions for new hire employees to learn and be trained in the trade. The objectives of this program would include:

- Provide opportunities for potential new employees who otherwise would not have the qualifications to work in the sector;
- Provide employment opportunities in the sector for aboriginal peoples and other under represented groups;
- Address the long term recruitment and retention issues in the sector.

Further to the above the Parties agree to the Following:

1. The parties agree this program will be implemented on a "trial basis." After one year from the commencement of this Program, the respective bargaining committees will meet to review the Program and make any agreed upon changes to the program.
2. The entry level position will include the following duties:
  - Traffic Control
  - Rest Area Maintenance
  - Roadkill pick up, patrol and other duties that can be completed with a class 5 drivers' license.
  - Operating other equipment, including equipment that may require more than a class 5 drivers' license, for the purpose of training.
  - Other duties as agreed to by the Parties (not to include work presently performed by auxiliary or regular employees, except the specific provisions of this Memorandum).
3. The entry level/ training positions will be at \$25/hour and receive the increases, pursuant to Appendix 2.

4. Entry level/ training positions will be available first to aboriginal peoples or workers from other under representative groups. Accordingly, the Employer will reach out to these groups for advertisement of such positions.
5. Employees hired under this Memorandum will be considered auxiliary employees and as such the provisions for auxiliary employees will apply as well as all other provisions applicable to auxiliary employees. However, they shall form a separate seniority list as auxiliary employees entry level/ training positions and shall be considered a separate classification as such.
6. Auxiliary employees employed at the entry level/ training positions may apply at any time for regular positions, auxiliary positions. Their seniority will be as auxiliary employee entry level/training and will not "port" or carry forward for any other auxiliary position they apply for.
7. Every year, the Employer shall have a minimum of two auxiliary entry level/training employees that are employed for a minimum of three months of continuous work.
8. Employees hired for an entry level/ training position must meet the requirements to be trained and to obtain their Class 1 or Class 3 with air brakes (e.g. 18 years old, etc.).
9. The intention is for Auxiliary entry level/ training employees to receive training and work experience in order to qualify for an auxiliary or regular position. Accordingly, the Employer agrees to provide the employee with training so that an employee may qualify to be employed as an auxiliary. This training will be at the Employer's expense and may include but not limited to:
  - Class 3 with air brakes
  - "Seat Time" on a loader and other applicable equipment
10. Employees hired for an entry level/ training position during the winter period may also perform winter maintenance activities on equipment for the purposes of training and "seat time". As such they must be assigned another operator to be with them at all times for training, when assigned to plowing equipment (including loaders), mentoring and evaluation purposes. Such training must be documented.
11. Auxiliary entry level/ training employees are protected from being "bumped" by other auxiliaries while they are being trained.
12. Auxiliary entry level/training employees may be employed as such for a maximum of 1000 regular hours or 6 months. The Employer shall complete an evaluation, at a minimum, every two months. Auxiliary entry level/ training employees who have not qualified for an auxiliary or regular position following the 1000 hours or 6 months, will have their employment terminated. This period may be extended by a further 30 days or 150 hours as mutually agreed to by the Parties.
13. The Employer may apply for additional funding to support this program. The Union will support such application that is in keeping with the principals above.
14. Auxiliary entry level/ training employees will be considered supernumerary to the auxiliary and regular work. "Seat time" for training purposes will not be considered a violation of this clause.