



COLLECTIVE AGREEMENT

between

EMCOM SERVICES INC.

and the

**ALBERTA UNION OF
PROVINCIAL EMPLOYEES**

LOCAL 118/024

LOCAL 118/025

LOCAL 118/026

LOCAL 118/027

November 1, 2019 to October 31, 2024

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PREAMBLE

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.

DEFINITIONS

For the purpose of this Agreement:

- (1) "Bargaining Unit" means all Employees including Crew Leaders for the Bridge, Paving, Gravel, Line Painting, Reclamation, Spray Patch and Sand Mixing crews, except office and clerical personnel, foreman and above.
- (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 Alberta.
- (3) "Basic pay" means the rate of pay negotiated by the parties to this agreement.
- (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) "Common Law Spouse" includes situations where the Employee has signed a declaration or affidavit that they has been living in a common-law relationship or has been co-habiting for at least twelve (12) months. The period of co-habitation may be less than twelve (12) months where the Employee has claimed the common-law spouse's child/children for taxation purposes.
- (6) "Contract Area" means the geographic maintenance area as determined by the Province of Alberta.
- (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" means an Employee who is employed for work which is of a continuous full-time.
 - (b) "Seasonal" means an Employee who is employed for a term not to exceed 7 months.
 - (c) "Casual" means an Employee who is employed on an as needed basis. A Casual Employee does not accrue seniority.
 - (d) "Crew Leader" means a member of the Bargaining Unit who may operate equipment, and instructs/directs other Bargaining unit members and contractors who are performing required by the Employer on specialized jobs.
 - (e) "Lead Hand" means a member of the bargaining unit who instructs and directs bargaining unit members in addition to his normal duties and functions.
- (10) "Employer" means Emcon Services Inc. or the incumbent highways maintenance contractor for Contract Maintenance Areas 6, 7, 8, 9, 10, 11, 14, 15, 16, 20, 21, and 22.
- (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 with the same rate of pay.
- (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.
- (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) "Mutual agreement" means agreement between the **Parties**.
- (18) "Shop Location" means that location where an Employee regularly reports for work assignments within their Contract Maintenance Area.
- (19) "Predecessor Contractor" means any contractor who previously held the contract for the Road and Bridge Maintenance Contract in Area(s).
- (20) "Probation" means the first ninety (90) working days of employment.
- (21) "Promotion" means a change from an Employee's position to one with a higher salary level.
- (22) "Qualified" means that the Employee meets the minimum requirements of the classification.
- (23) "Relocation" means the movement of an Employee from one CMA or their shop location to another.
- (24) "Resignation" means a voluntary notice by the Employee, in writing, that they is terminating their service on the date specified.
- (25) "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.
- (26) "Seniority" means all continuous time performing bargaining unit work with the current contractor, plus the predecessor contractor(s) for the purpose of Article 11.1(b) only.
- (27) "Service Seniority" means all continuous time with current contractor.
- (28) "Shop location" means that geographic area in which an Employee earns and maintains seniority.
- (29) "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.
- (30) "Spouse" includes husband, wife and common-law-spouse. **Employees in same-sex relationships shall be deemed to have the same marital and family status as Employees who are married or in common-law relationships with respect to all matters covered by this Agreement.**
- (31) "Travel status" with respect to an Employee means absence of the Employee from their CMA area or shop location on the Employer's business with the approval of the Employer.
- (32) "Union" means the Alberta Union of Provincial Employees (AUPE).

- (33) **"Union Representative" means a representative from the Union authorized by the Union to act on behalf of an Employee. Examples include, but are not restricted to Union Stewards, and Membership Services Officers.**
- (34) "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.
- (35) "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 CMA area or shop location (e.g. road crew, bridge crew, mechanical crew, painting, paving, etc.). Where more than one (1) group works from a common point of assembly the work groups will be named by the Employer.
- (36) "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.
- (37) "Week" is the period starting Sunday at 00:01 hours and ending Saturday at 23:59 hours.

ARTICLE 1 APPLICATION

1.1 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.

1.2 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.

1.3 The parties hereto subscribe to the principles of the Human Rights Act of Alberta. It is further agreed that the provisions of the Employment Standards Code shall apply, as a minimum standard.

ARTICLE 2 UNION RECOGNITION, SECURITY AND RIGHTS

2.1 Bargaining Unit Defined

- (a) "Bargaining Unit" means all Employees including Crew Leaders for the Bridge, Paving, Gravel, Line Painting, Reclamation, Spray Patch, and Sand Mixing crews, except office and clerical personnel, foreman and above.
- (b) 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 Alberta Union of Provincial Employees (AUPE) as the exclusive bargaining agent for all Employees in the bargaining unit.

2.3 Employee Orientation

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. **Upon hire**, a new Employee shall be advised of the name and location of their **Union Representative and phone number of the AUPE Resource Centre**. The Employer agrees that the Union Representative will be given an opportunity to meet each new Employee, within regular working hours, without loss of pay, for **up to thirty (30) minutes** some time during the first **thirty (30) days** of employment for the purpose of acquainting the new Employee with the benefits and duties of a Union membership and the Employee's responsibilities and obligations to the Employer and the Union, and to provide the Employee with a copy of the Collective Agreement.

2.4 Bargaining Unit Work

Excluded Employees shall not perform Bargaining Unit work, except for training purposes, emergency conditions or to protect the company property and to ensure the safety of Employees.

2.5 Union Security

All Employees in the Bargaining Unit shall as a condition of employment, maintain membership in good standing. All new hires as a condition of employment, join the Union within thirty (30) calendar days of the commencing employment and shall remain members in good standing.

2.6 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 **Human Resources Manager - 9050 14 Street NW, Edmonton, AB, T6P 0B7.**
- (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.

2.7 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.

2.8 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.

2.9 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:
 - (i) investigation of complaints of an urgent nature;
 - (ii) investigation of grievances and assisting any Employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
 - (iii) supervision of ballot boxes and other related functions during Union votes;
 - (iv) 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.

2.10 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 **Union Representative**.

Material posted which the Employer finds objectionable may be removed and the Union shall be notified immediately.

2.11 Union Insignia

A Union member shall have the right to wear or display the recognized insignia of the Union.

2.12 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.

2.13 Time Off for Union Business

- (a) Leave of absence without pay and without loss of seniority, shall be granted by the Employer for:
 - (i) an elected or appointed Union representative to attend conventions of the Union and bodies to which the Union is affiliated;
 - (ii) an elected or appointed Union representative to attend to Union business which required them to leave their general work area;
 - (iii) for Employees who are representatives of the Union on the bargaining committee to attend meetings of the committee;
 - (iv) to an Employee called by the Union to appear as a witness before an arbitration board.
- (b) Leave of absence without loss of pay or seniority shall be granted to Union appointees who are attending and may require travel time to attend the Labour/Management Committee.
- (c) To facilitate the administration of Union leaves without pay, the leave shall be given at current pay and the Union shall reimburse the Employer for wages, Extended Health Care Benefits, shift premiums and Pension Contributions.
- (d) The Union shall normally provide the Employer with fourteen (14) calendar days' notice prior to the commencement of such leave.

- (e) The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.

2.14 Union Bargaining Committee

Leave of absence without loss of pay and seniority shall be granted up to four (4) members of the Bargaining Committee to negotiate with the Employer. This leave shall be facilitated pursuant to Article 2.13(c)

2.15 Office Use / Union Representatives

- (a) Union representatives may 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 may 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, Stewards, Executive Members **and staff of the Union.**
- (d) The Employer may allow reasonable use of assembly rooms or similar facilities for the purpose of conducting Union meetings on the Employee's time. Union Representatives shall be allowed reasonable use of the Employer's telephone and facsimile machines for the purpose of conducting Union business on the Employee's time.

2.16 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.

2.17 No Interruption of Work

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

ARTICLE 3 CHECK-OFF OF UNION DUES

3.1 Union Dues and Assessments

- (a) The Employer shall, as a condition of employment, deduct from the wages or salary of each Employee in the bargaining unit, whether or not the Employee is a member of the Union, the amount of the regular dues payable to the Union by a member of the Union.
- (b) The Employer shall deduct from each Employee, who is a member of the Union, any assessments levied in accordance with the Union's Constitution and Bylaws and owing by the Employee to the Union.
- (c) Deductions shall be made for each biweekly payroll period and membership dues or payments in lieu thereof shall be considered owing in the period for which they are so deducted.

- (d) All deductions shall be remitted to the President of the Union not later than twenty-eight (28) days after the date of deduction.
- (e) The Employer shall also provide the following information by Contract Area electronically;

1. **Employee name**
2. Employee Number
3. **Date of Hire**
4. Address
5. Work telephone number
6. Personal telephone number
7. Worksite Location
8. Job Classification
9. Seniority Date
10. **Hourly Rate of Pay**
11. **Base Earnings**

If available the Employer agrees to provide the following information by Contract Area electronically:

12. **Home mailing address**
13. **Home telephone number**
14. **Work Cellular phone number**
15. **Work email address**

- (f) Before the Employer is obligated to deduct any amount under (a) or (b) above, the Union must advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the president of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.
- (g) From the date of the signing of this agreement and for its duration, no Employee organization other than the Union shall be permitted to have membership dues or other moneys deducted by the Employer from the pay of the Employees in the bargaining unit.
- (h) The Employer shall supply each Employee, without charge, a receipt (T4) for income tax purposes in the amount of the deductions paid to the Union by the Employer in the previous year.
- (i) An Employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an Employee's wages or salary, the amount of the regular dues payable to the Union by a member of the Union.

ARTICLE 4 **EMPLOYER RIGHTS**

4.1 Employer Recognition

The Employer's rights include but are not limited to the following, except as otherwise specified in this agreement:

- (a) to maintain order, discipline and efficiency; to make, alter and enforce rules and regulations, policies and practices, to be adhered to by its Employees; to discipline and discharge Employees for just cause.

- (b) to select, hire and direct the working force and Employees; to transfer, assign, promote, demote, classify, layoff, recall and suspend Employees; to select and retain Employees for positions excluded from the bargaining unit.
- (c) to operate and manage the Employer's business in order to satisfy its commitments and responsibilities. The right to determine the kind and location of business to be done by the Employer, the direction of the working forces, the scheduling of work, the number of shifts, the methods, processes and means by which work is to be performed, job content, quality and quantity standards, the right to use improved methods, machinery and equipment, the right to determine the number of Employees needed by the Employer at any time and generally, the right to manage the business of the Employer, and to plan, direct and control the operations of the Employer.
- (d) **The Parties recognize the safety sensitive nature of the work conducted by EMCON Employees.**
- (e) The sole and exclusive jurisdiction over operations, building, machinery, equipment will be vested in the Employer.

ARTICLE 5

LABOUR MANAGEMENT RELATIONS

5.1 **The Employer and the Union agree that in the exercise of each of their rights and in the administration of this Agreement they shall do so in good faith and in a fair and reasonable manner.**

5.2 **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.

5.3 **Labour / Management Committee**

- (a) The Employer and the Union agree to establish a labour/management committee comprised of up to **four (4)** Union members and up to **four (4)** Employer representatives. The committee meets whenever mutually agreed and **ideally** twice a year. All meetings **will** be held at the **Union's** premises in **Edmonton, AB. Upon request by either the Employer or the Union, a meeting will be held within twenty-one (21) days.**
- (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, and to maintain effective Union/Employer relations.

A committee member, attending the Labour Management committee meetings during regular working hours, will be entitled to their regularly hourly rate of pay.

ARTICLE 6
GRIEVANCE PROCEDURE

6.1 Informal Resolution

Every effort should be made to resolve problems through dialogue at prior to going to Grievance. The Parties agree to ensure full explanation of issues during initial discussions.

6.2 Grievances

- (a) **"Grievance" shall mean the difference between the Parties to, or the persons bound by this Collective Agreement, as to the interpretation, application, operation, contravention or alleged contravention of this Agreement and shall be dealt with progressively.**
- (b) **Grievances relating to the alleged failure to apply a specific benefit eg. Vacation leave, Sick leave, wage increments etc. will apply to all affected Employees.**
- (c) **At each step of the Grievance procedure, the Employer's representative and the Union Representative shall exchange information known to them and related to the issue in dispute that would assist in resolving the Grievance.**

6.3 Types of Grievances

(a) Individual Grievance

An Individual Grievance is a dispute affecting one (1) Employee. Such Grievance shall be initiated at Step 1.

(b) Group Grievance

A Group Grievance is a dispute affecting two (2) or more Employees. Such Grievance shall be initiated at Step 1. A group Grievance shall list all affected Employees as early in the Grievance process as possible and the results of the Grievance shall apply to all affected.

(c) Policy Grievance

A "Policy Grievance" is defined as one which involves a question relating to the interpretation, application or administration of this Agreement. Either Party may submit a Policy Grievance within **fourteen (14) calendar days of when they knew or ought to have known of the action or circumstance giving rise to the Grievance.**

(i) Union Policy Grievances shall be initiated at Step 1.

(ii) Employer Policy Grievances shall be initiated at Arbitration.

6.4 Suspension or Discharge

Grievances arising from suspension or dismissal shall be filed at **Step 1 of the Grievance procedure within **fourteen (14)** calendar days of the occurrence. Failing a satisfactory settlement or reply within **fourteen (14)** calendar days the matter shall advance to arbitration.**

6.5 Union Representation

The aggrieved shall have the right to Union Representation throughout the Grievance procedure.

6.6

Step 1

Failing resolution of the problem through informal resolution in 6.1, the Grievance shall be provided in writing to the designated supervisory official within fourteen (14) calendar days of the date the Employee became aware of or reasonably ought to have become aware of the incident giving rise to the Grievance.

The Human Resources Manager, or their designate, shall schedule a Grievance hearing to be held within fourteen (14) calendar days of receipt of the Grievance. If resolution to the Grievance is not reached at the Grievance hearing, the Human Resources Manager shall provide a detailed written response within fourteen (14) calendar days. If resolution is reached at the Grievance hearing, the Human Resources Manager shall provide a letter detailing the resolution within fourteen (14) calendar days.

If resolution of the Grievance is not reached during the discussion at Step 1, the Grievance shall advance to Arbitration.

6.7

Time Limit to Submit to Arbitration

Failing satisfactory settlement at Step 2, the Union's Member Service Officer may submit the grievance to arbitration within fifteen (15) calendar days of the date of receipt of the Employer's Step 2 reply, or of the date it was due.

Either party may submit a policy grievance respecting the general application, interpretation, or an alleged violation of an article of this agreement, within fifteen (15) calendar days of when they knew or ought to have known of the action or circumstance giving rise to the grievance, submit a grievance at arbitration pursuant to Article 9.1.

6.8

Time Limits

- (a) The time limits set out in the Grievance procedure may be extended by mutual agreement between the Parties.
- (b) It is the desire of both Parties to this Agreement to resolve Grievances in a manner that is just and equitable, and it is not the intention of either the Employer or the Union to evade settlement of disputes on a procedural technicality. However, notwithstanding the forgoing, it is clearly understood that time limits established herein are for the sake of procedural orderliness and are to be adhered to.
- (c) Should either party fail to adhere to the time limits, the onus is on that party to show a justifiable reason for its failure to adhere to such limits.

6.9

Administrative Provisions

Grievances and replies at Step 1 of the Grievance procedure, which are required in writing, shall be sent by email, facsimile transmission, or other mutually agreeable means. Written replies and notification shall be deemed to be presented on the date which they are sent by email, 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 **and/or email** must be confirmed by both Parties on the date on which they are received/sent.

6.10 Deviation from Grievance Procedure

The Employer agrees that after a grievance has been initiated, no discussion will be entered into respecting the grievance, with the aggrieved Employee, without the consent of the Union.

6.11 Pre-Arbitration Meeting

- (a) The president of the Company or their designate, shall meet with the Union's representative (teleconference is acceptable with mutual agreement between the Parties), within **fourteen (14)** 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 a single arbitrator.
- (b) **The Parties will attempt to seek agreement from the Arbitrator to provide a written decision within 30 days of the hearing.**
- (c) **Should the Parties be unable to agree upon a single Arbitrator, application shall be made to the Director of Mediation Services to appoint an Arbitrator pursuant to the provisions of the Labour Relations Code.**

6.12 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.

6.13 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.

ARTICLE 7
DISCIPLINE AND DISCHARGE

7.1 Discipline for Just Cause Only

No disciplinary measure shall be imposed on any Employee without just cause. With the exception of informal verbal counseling, notice of discipline shall be in writing to the Employee and the Union and shall indicate the incident or incidents giving rise to the discipline. Such notice shall be issued within fourteen (14) calendar days of the Employer becoming aware of the incident, giving rise to the discipline.

7.2 Progressive Discipline

The Parties agree that culpable misconduct shall be subject to constructive and corrective action in the form of Progressive discipline. Progressive discipline is corrective in nature and seeks compliance using a disciplinary sanction proportionate to the misconduct. Progressive discipline only applies to instances of culpable misconduct.

7.3 Culpable Misconduct

Culpable misconduct is behaviour that has the following characteristics:

- (a) The Employee knows, or could reasonably be expected to know, what is required.
- (b) The Employee is capable of carrying out what is required.
- (c) The Employee chooses to perform in a manner other than as required.

7.4 Burden of Proof

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

7.5 Investigations Timely

The Employer will investigate allegations of culpable misconduct in a timely fashion.

7.6 Disciplinary Steps

The steps in the Progressive Discipline procedure include some, multiple, or all of the following:

- (a) Informal verbal counselling.
- (b) Written warning.
- (c) Suspension.
- (d) Dismissal.

7.7 Right to Union Representation

- (a) Both the Employee and the Union Representative shall be advised in advance **and in writing** of the purpose of any meeting with the Employer which may be the basis of disciplinary action. **The Employer will provide a copy of any complaint prior to the investigation meeting.**
- (b) Any disciplinary sanction as a result of the investigation will be provided to the Employee and the Union within fourteen (14) days of the conclusion of the investigation.

7.8 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).

- (a) An Employee may make written request to the Director of Human Resources to have disciplinary documents removed from their file after twelve (12) months. The onus will be on the Employee to provide adequate reasons to have the document(s) removed.
- (b) Disciplinary documents shall be assumed to have been removed from an Employee's file after twenty-four (24) months.

ARTICLE 8
SENIORITY

8.1 **Seniority Defined**

- (a) Seniority for regular Employees shall be defined as the length of service with the Employer. Seniority shall be maintained and accrued except as specified in Article 11.3.
- (b) 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 Employer as set out in Article 8.1(a). Where the start dates are equal, their relative seniority will be determined by using continuous service with the previous contractors if records are provided by the Employee. Should this not resolve the issue, then final determination will be by chance as determined by the Union.

8.2 **Seniority Lists for Regular Employees**

- (a) The Employer will prepare seniority lists annually as of January 1st. The information will show each person's shop location, seniority date. These lists will be posted on the appropriate bulletin boards with copies sent to the Union. Whenever changes occur for regular Employees, the Employer agrees to post an updated list. Seniority lists shall show Employees in descending order of seniority from most senior to least senior. Prior service with the Employer as a seasonal or casual Employee shall be credited towards seniority on a pro-rated basis of a two thousand and eighty (2080) hours work year.
- (b) In addition, should the Employer fail to maintain or extend the current maintenance contract with the Province of Alberta, seniority lists shall be issued on the first (1st) day of the month preceding the expiry of the maintenance contract. Seniority lists shall include vacation credits and seniority ranking for vacation entitlement.

8.3 **Loss of Seniority for a Regular Employee**

A regular Employee shall lose their seniority in the event that:

- (a) They are discharged for cause;
- (b) They resign or abandon their position;
- (c) accepts a position with the Employer which is outside the bargaining unit, except for temporary appointments for less than ninety (90) working days. This temporary period may be extended by mutual agreement between the Employer and the Union. During this temporary period an Employee will continue to pay Union dues at their old rate and remain a member of the bargaining unit;
- (d) accepts a severance payment in accordance with Article 10;
- (e) laid off for more than eighteen (18) months.

- (f) is sent notice of recall of no less than ten (10) calendar days by registered mail to the last address on record with the Company and fails to report on the date of recall, unless they has contacted the company and has received an extension to report. A notice of recall which has been returned as unclaimed or refused will be considered received. It is the responsibility of the Employee to keep the Employer informed of their current address. The Employer will undertake to provide notice by email (if on file) which will alert the Employee of the forthcoming registered mail letter regarding recall.

8.4 Re-Employment

A regular Employee who resigns their position and within sixty (60) days is re-employed as a regular Employee, shall retain, effective the date of re-employment, all previous provisions and rights in relations to seniority and other fringe benefits.

8.5 Bridging of Service

If a regular Employee resigns as a result of a decision to raise a dependent child or dependent children, and is re-employed, they shall be credited with length of service accumulated at time of resignation for the purposes of benefits based on seniority. The following conditions shall apply:

- (a) the Employee must have been a regular Employee with at least five (5) years of seniority at time of resignation;
- (b) the resignation must indicate the reasons;
- (c) the break in service shall be for no longer than one (1) year;
- (d) the previous length of service shall not be reinstated until successful completion of the trial period on re-employment.

8.6 Seasonal Employees

Seasonal Employees shall earn seniority which shall be calculated based on all regular hours worked.

ARTICLE 9
PROMOTIONS, VACANCIES AND JOB POSTINGS

9.1 Vacancy Filled by a Regular Employee in a Superintendent's Area

When a vacancy for a regular position occurs, the Employer shall post the vacancy on the bulletin boards in all shop locations. The posting shall describe the position and job duties, hourly rates, whether shift work is involved, the shop location where the position is based, Alberta Transportation response times and the date of the posting. All applications shall be submitted in writing within ten (10) calendar days of the date posted:

- (a) The Employer shall fill the position(s) based on the applications received, first to the qualified regular Employee(s) starting with the most senior and then in descending order of seniority in the Superintendent's Area;
- (b) Second, shall fill the position(s) based on applications received, to the qualified regular Employee(s) starting with the most senior and then in descending order of seniority from other Superintendent Areas;

- (c) Third, shall fill the position(s) based on the applications received, to the most senior qualified regular Employee(s) in a different classification(s) from all Superintendent's Areas;
- (d) If after thirty (30) calendar days of the date of posting there are no successful applicants from the regular Employees in the bargaining unit, the Employer shall offer the vacant position(s) to eligible qualified Seasonal Employees in the pool, being those who have attained 2080 hours in 39 pay periods, to the most senior qualified Employee and then in descending order of seniority;
- (e) In the event the Employer was not able to fill the vacancy from the above process, the Employer may hire qualified Seasonals not in the pool, casuals or from outside the bargaining unit;
- (f) In all cases above, the successful applicant must meet Alberta Transportation response times;
- (g) Applicants for a posted position shall be granted leave of absence with current pay as required for an interview.

9.2 Posting Awards

The position shall be awarded within thirty (30) calendar days of posting. The Employer shall provide the Union with a copy of all job posting awards and shall post such awards on all bulletin boards.

9.3 Job Award Information

An unsuccessful applicant may request, in writing, an explanation from the Alberta Roads, Human Resources Manager, why they was unsuccessful, and receive a reply in writing within seven (7) calendar days of the request.

9.4 Posting Awards/Notification of Unsuccessful Applicants and Grievance Process

- (a) The name and classification of the successful applicant will be posted on all bulletin boards.
- (b) Grievances must be filed at Step 2 within seven (7) calendar days of receipt of the Alberta Roads, Human Resources Manager'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.

9.5 Interview Expenses

Applicants for a posted position shall be granted leave of absence with current pay as required for an interview.

9.6 Probationary Period

- (a) Each new Employee shall serve a probationary period of ninety (90) working days from date of hire during which time the Employer shall assess suitability for continued employment.
- (b) 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 submit the matter as a grievance in accordance with Article 6 within fifteen (15) days of the date upon which the Employee was notified of their rejection on probation.

9.7

Trial Period

- (a) Where a bargaining unit Employee is promoted, they will be placed on trial for a thirty (30) 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.
- (b) In applying (a) above to seasonal Employees becoming a regular Employee, the thirty (30) day trial period will be deemed to be a subsequent probation period. During this subsequent probation period, the Employer may review the Employee for suitability for regular employment; providing the factors involved in suitability could reasonably be expected to affect work performance.

9.8

Filling of Regular Vacancies

Subject to MOU #6, the Employer shall fill regular vacancies in each Superintendent's Area, created as a result of a regular Employee's resignation, death, retirement, promotion, transfer, dismissal and regular vacancies created pursuant to Article 9 or any vacancies created as a result of an Employee using this article. Whenever the complement of regular Employees falls below the minimum staffing levels, as provided in MOU #6, the Employer agrees to fill the vacancies or new positions within thirty (30) calendar days.

9.9

Filling of Temporary Vacancies

- (a) The Employer may fill vacancies of a temporary nature created as a result of a regular Employee being absent on sick leave which exceeds ninety (90) calendar days.
- (b) Any other temporary vacancy may be filled as required by the Employer.
- (c) Where a temporary vacancy occurs pursuant to (a) or (b) above, the Employer may, no later than the eighty-ninth (89th) day which may be extended by mutual agreement with the Union up to one hundred and eighty (180) days, offer the position to Employees within the Superintendent's Area as follows:
 - (i) first, to qualified regular Employees starting with the most senior and then in descending order of seniority within the Superintendent's Area;
 - (ii) second, to qualified regular Employees starting with the most senior and then in descending order of seniority within any Superintendent's Area;
 - (iii) third, to qualified seasonal Employees starting within any Superintendent's Area.
- (d) Where subsequent vacancies are created as a result of Article 12.8(c), the Employer may fill those vacancies immediately by repeating the above process.
- (e) It is understood that Employees who fill vacancies temporarily shall return to their former position and status should the Employee referred to above return to their regular position.

9.10 Letter of Preference

Employees shall be allowed to submit a "Letter of Preference" to bid on a job posting or training posting that might come available while the Employee is on vacation or other authorized leave of absence.

ARTICLE 10
LAYOFF AND RECALL

10.0 Reassignment on Temporary Reduction of Work

Where an Employee is reassigned for a period of time greater than one (1) full shift, such reassignment shall be made by reverse order of seniority of those Employees working within a foreman's area. In doing so, such Employee must be qualified to perform the assigned job.

10.2 Notice of Layoff

- (a) The Employer shall give the Union and the Employee fourteen (14) calendar days' notice of lay-off.
- (b) In the event of a lay-off, regular **and full-time sessional** Employees will be laid off by reverse seniority within a shop location.

10.3 Options Upon Layoff

A Regular Employee and **full-time sessional Employee** affected by a layoff may choose by indicating to the Employer in writing one of the following options:

- (a) Displace a junior Employee in the same classification within the Superintendent's Area. In doing so such Employee must have the necessary qualifications to perform the job, which includes Alberta Transportation contract response times.
- (b) Displace a junior Employee in the same classification within another Superintendent's Area. In doing so such Employee must have the necessary qualifications to perform the job, which includes Alberta Transportation contract response times.
- (c) Displace a junior Employee in a different classification within any Superintendent's Area. In doing so such Employee must have the necessary qualifications and skills to perform the job, which includes Alberta Transportation contract response times.
- (d) Fill a vacancy in another Superintendent's Area, provided he is qualified to perform the work.
- (e) Opt to be placed on a recall list for eighteen (18) months for the purpose of recall to a position within his Superintendent's Area first, then to another Superintendent's Area for which the Employee is qualified. If this option is selected, no severance pay will be paid.
- (f) In all cases relative to (a) through (d) above, the Employee will be allowed a period of familiarization of no more than thirty (30) working days.
- (g) When the Company has determined there is no work available the Employee may opt for severance pay in accordance with Division 8 of the Alberta Employment Standards Code.
- (h) Opt for early retirement.

- (i) The Employer agrees to notify the Union office of the names of Employees laid-off within the pay period of the date during which the layoff occurs, together with the Employee's classification, latest available phone number and email address.

10.4 Recall

Employees laid-off will be placed on a recall list for eighteen (18) months and will be called back in reverse order that they were laid off providing they are qualified to perform the work available, after a period of familiarization.

10.5 Pre-Layoff Canvas

- (a) Prior to laying off a regular **or full-time sessional** Employee, the Employer must canvass all regular Employees in order of seniority in the same classification, within the same shop location to invite one of the following options:
 - (i) placement into other available positions (relocation expenses will not apply); or
 - (ii) early retirement; or
 - (iii) layoff with recall rights.
- (b) The senior Employee, with no less than five (5) years service with the Employer and with a minimum age of fifty-five (55) years, who selected early retirement, will be entitled to severance pay in accordance with Division 8 of the Employment Standards Code as if they were laid off.

10.6 Yard Closure

The Employer or the Government may close or relocate a yard pursuant to MOU #2.

10.7 Transfer Without Posting

After discussion with the Union Member Service Officer, the Employer 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 dependent with kidney problems requiring dialysis on a regular basis.
- (b) Special needs 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 is unable to work at the existing location.

10.8 Relocations of a Temporary Nature

Employees shall not be required to relocate to another shop location except for a temporary vacancy, in which case all associated expenses and travelling time will be paid by the Employer. Such temporary vacancies will not exceed thirty (30) working days, except by mutual agreement. Temporary vacancies will be offered to senior qualified Employees on a first right of refusal basis.

10.9 Minimum Staffing Level

The Employer agrees to maintain staffing levels as described in MOU #6.

10.10 Regular Employees after Temporaries

No regular or full-time sessional Employee shall be laid off and replaced by a casual Employee or series of casual Employees.

ARTICLE 11
HOURS OF WORK

11.1 Hours of Work

Normal hours of work for Regular Employees, on the road crews, bridge crews, and mechanics, shall be in the amount of eight (8) hours per day and forty (40) hours per week, two thousand and eighty (2080) hours per year, exclusive of meal periods taken away from the workstation.

11.2 Work Schedules

Subject to MOU #6, the Employer shall determine when various services are provided, the classifications of positions and the number of Employees required to provide the services.

11.3 Conversion of Hours

- (a) Lieu Days - where an Employee is granted a lieu day, the time off granted shall be in accordance with the current length of scheduled workday.
- (b) Vacation - where an Employee is granted vacation pursuant to Article 18.1, the annual vacation shall be converted to hours on the basis of the regular annual hours of work and shall be deducted in accordance with the actual hours of the Employee's daily shift in effect at the time the vacation was taken.
- (c) Designated Paid Holidays - where an Employee is granted a designated paid holiday pursuant to Article 17, the time off granted shall be in accordance with the current length of scheduled workday.

11.4 Rest Periods

All Employees shall have two (2) fifteen (15) minute rest periods in each work period in excess of six (6) hours, one (1) rest period to be granted before and one (1) after the meal period. 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.

11.5

Standby Provisions

- (a) During the period October 15 to April 15, a Regular or Seasonal Employee assigned to a plow truck or grader, or such other activities selected by the Employer as needed and is not required to work but is required to standby or be available for duty, shall be paid at least four (4) hours regular pay per day, Monday to Friday, or actual hours worked, whichever is greater. An Employee designated for standby as indicated in this Article shall be immediately available for duty during the period of standby at a known and current telephone number. No Standby payment shall be made if an Employee is called for work and fails to report, or is unable to be contacted for work.
- (b) During the period October 15 to April 15, a Regular or Seasonal Employee assigned to a plow truck or grader, or such other activities selected by the Employer as needed and is not required to work but is required to standby or be available for duty on Saturdays and Sundays, shall be paid at least four (4) hours regular pay per day on either or both Saturday and Sunday, or actual hours worked, whichever is greater. An Employee designated for standby as indicated in this Article shall be immediately available for duty during the period of standby at a known and current telephone number. No Standby payment shall be made if an Employee is called for work and fails to report, or is unable to be contacted for work. An Employee may request **their** superintendent to exclude them from Standby on Saturdays and Sundays, and such request shall not be unreasonably withheld.
- (c) Regular Employees required to standby shall be assigned standby on an equitable basis using a roster of all Employees' who volunteer their name.

11.6

Meal Periods

- (a) Meal periods shall be scheduled by mutual agreement as close as possible to the middle of the shift and the length of the meal period shall not be less than thirty (30) minutes.
- (b) Where an Employee is recalled during the meal period, the meal period shall be considered as time worked.
- (c) When adequate facilities are not available during inclement weather, Employees may carry on with their duties during the normal meal break subject to the approval of their location supervisor. On such occasions the Employees shall terminate their regular day's work earlier by the length of the meal period.

11.7

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.

11.8

Clean-up Time

Maintenance Employees shall be allowed reasonable time during the workday for personal clean-up purposes.

11.9

Split Shifts

No Employee will be scheduled to work a split shift.

ARTICLE 12 **SHIFT WORK**

12.1 **Definition of Shifts and Shift Premium Entitlements**

Definition of Shifts and Shift Premiums:

- (a) "Day Shift" - all hours worked on any shift that starts between 07:00 and 15:00 p.m.
- (b) "Afternoon Shift" - all hours worked on any shift that starts between 15:00 p.m. and 23:00 p.m.
- (c) "Night Shift" - all hours worked on any shift that starts between 23:00 p.m. and 07:00 a.m.

12.2 **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.

12.3 **Employees Working Away from Their Point of Assembly**

Except by mutual agreement, Employees working away from their shop location and who return on a daily basis, shall be compensated for all hours in transit to and from their shop location.

12.4 **Winter Shift for Highways Maintenance Crews**

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.

12.5 **Reporting Pay**

A casual Employee called to work shall be paid three (3) hours of pay if the Employee commences work but is sent home prior to working the full three hours.

The above provisions will apply to Seasonals and for Regulars assigned to Specialized crews, i.e. paving, reclamation, line painting, spray patching, sand and mixing crews, gravel.

ARTICLE 13 **OVERTIME**

13.1 **Definitions**

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

13.2 **Overtime Entitlement**

Overtime shall be compensated in one quarter (¼) hour increments.

13.3

Overtime Compensation

- (a) Overtime shall be compensated at the following rates:
 - (i) time and one-half (1½x) for all hours in excess of ten (10) hours per day or forty-four (44) hours per week;
 - (ii) double time (2x) for all hours worked on Christmas Day or New Year's Day.
- (b) An Employee who is called to work outside of the agreed to work schedule shall be compensated for all hours worked at time and one half for all hours worked in excess of ten (10) hours per day or forty-four (44) hours per week, and double time for all hours worked on Christmas Day and New Year's 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.

13.4

No Layoff to Compensate for Overtime

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

13.5

Right to Refuse Overtime

- (a) All Employees shall have the right to refuse overtime work except in any emergency situation, providing that the Employee advised the Employer at the start of the shift they was unable to work overtime, without being subject to disciplinary action and on condition that the Employee is required to have his or her own transportation to and from the work site. Where all Employees decline overtime work the Employer will have the right to call casual workers, or regular Employees from adjacent foreman's area.
- (b) An Employee on standby shall not have the right to refuse callout for overtime work.

13.6

Callout Provisions

Callout Compensation

An Employee who is called to work outside of the agreed to work schedule shall be compensated for all hours worked at time and one half for all hours worked in excess of ten (10) hours per day or forty-four (44) hours per week, and double time for all hours worked on Christmas Day and New Year's Day.

13.7

Banked Overtime

- (a) All Employees may elect to bank up to one hundred and sixty (160) hours straight-time per year.
- (b) All hours in excess of the one hundred sixty (160) hours maximum shall be paid out in the pay period it was earned.
- (c) All bank time in excess of eighty (80) hours not taken shall be paid in the first pay period following June 1st.

- (d) The Employer agrees that scheduling of compensatory time off using banked time shall not be unreasonably withheld, but is subject to operational requirements.

13.8

Transportation on Refusal of Overtime

In the interest of an Employee's health and safety, the Employer agrees to make every effort to limit overtime. Except where advised of potential overtime at the start of the shift, 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, the Employer shall endeavour to provide alternate transportation.

ARTICLE 14
PAID HOLIDAYS

14.1

Paid Holidays

- (a) The following have been designated as paid holidays:
- | | |
|------------------|------------------|
| New Years Day | Labour Day |
| Family Day | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| August Civic Day | |
- (b) For an Employee whose workweek is from Monday to Friday and when any of the above-noted holidays fall on a Saturday and is not proclaimed as observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this agreement; and when a holiday falls on a Sunday and it is not proclaimed as being observed on some other day, the following Monday (or Tuesday, when the preceding section already applies to the Monday), shall be deemed to be the holiday for the purpose of this agreement.
- (c) All eligible Employees will receive payment for the above days at regular rates based on their shift pursuant to the work schedule in effect.

14.2

Holiday Falling on a Non-Scheduled Workday

- (a) An Employee who works on a designated holiday which is not a scheduled workday shall be considered to have worked overtime and shall receive additional compensation at the rate of time and one half (1.5X) for all hours worked.
- (b) For Christmas and New Year's the additional compensation shall be at the rate of double-time (2X) for all hours worked.
- (c) in addition to the premiums in 14.2 (a) & (b), the Employee will receive a day off with pay no later than the adjacent pay period.

- 14.3 Holiday Falling on a Scheduled Workday
- (a) An Employee who works a designated holiday which is a scheduled workday shall be compensated at the rate of time and one half (1.5x) for hours plus a day off in lieu without pay at a mutually agreed to time.
 - (b) where an Employee works Christmas Day or New Year's Day, the rate will be double-time (2x) plus a day off in lieu (without pay).
- 14.4 Holiday Coinciding with a Day of Vacation
- Where an Employee is on vacation leave and a paid holiday falls within that period, the paid holiday shall not count as a day of vacation.
- 14.5 Christmas or New Year's Day Off
- The Employer agrees to make every reasonable effort to ensure that Employees required to work shifts shall have at least Christmas or New Year's Day off.
- 14.6 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 thirty (30) workdays preceding a paid holiday, in which case they shall receive the higher rate.
- 14.7 Paid Holidays
- (a) An Employee shall be compensated for paid holidays provided they has worked the scheduled day before and the scheduled day after the holiday, unless they is on an approved leave.
 - (b) A casual Employee who is required to work on a paid holiday, shall be compensated at the same rate as regular Employees outlined in this article.
- 14.8 Application to Layoff
- Employees will not be entitled to paid holiday pay if they are on a layoff that exceeds eight (8) calendar days, or if they fail to work on a statutory holiday which he has been scheduled to work. The latter shall not apply to legitimate absences contemplated under this agreement, e.g., illness or special leave.
- 14.9 Application While on Layoff
- While an Employee is in receipt of Short-Term or Long-Term Disability he will not be entitled to paid holiday allowance.

ARTICLE 15

ANNUAL VACATIONS

- 15.1 Annual Vacation Entitlement
- (a) Definitions:
 - (i) "Vacation year" - for the purposes of this article a vacation year shall be the calendar year commencing January 1st and ending December 31st.
 - (ii) "First vacation year" - the first (1st) vacation year is the calendar year in which the Employee's first (1st) anniversary falls.

- (b) A Regular Employee who has been continuously employed during the qualifying period will have an annual vacation entitlement as set out in (c) below.
- (c) This will include the current practice of the three (3) days over Christmas Season:
 - (i) For Regular Employees with less than 10 years' service, the Employee will earn vacation credits at the rate of one and one quarter (1 1/4th) days for each month in which they has worked at least ten (10) days at straight time;
 - (ii) For Regular Employees with more than 10 years' service, the Employee will earn vacation credits at the rate of one and two thirds (1 2/3rd) days for each month in which they has worked at least ten (10) days at straight time;
 - (iii) Paid time off for each day of vacation entitlement shall be eight (8) hours per day;
 - (iv) Seasonal and Casual Employees get vacation pay paid on each cheque, pursuant to Employment Standard rates in effect from time to time.

15.2 Vacation Period

The Employer will endeavour to allow as many Employees as possible to take their vacation at any time of the year, however, restrictions may be imposed and there shall not be any complete embargos.

15.3 Preference in Vacation

- (a) A preference in selection of vacation time shall be determined in each shop location on the basis of seniority by classification within that shop location.
- (b) An Employee shall be entitled to receive his vacation in an unbroken period. Employees wishing to split their vacation may exercise seniority rights in their first choice within each shop location.

Seniority shall prevail in the choice of the subsequent vacation period, but only after all other first vacation periods have been selected.

15.4 Vacation Schedules

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.

15.5 Vacation Relief

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.

15.6 Vacation Pay

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

15.7 Call Back from Vacation

Employees who have commenced vacation shall not be called to work, except in case of extreme emergency. When an Employee is recalled pursuant to this provision, he shall be reimbursed for all expenses incurred in proceeding to his place of duty and in returning to the place from which he was recalled upon resumption of vacation. Time necessary for travel shall not be counted against remaining entitlement.

15.8 Vacation Credits Upon Death

Earned but unused vacation entitlement shall be made payable, upon termination due to death, to the Employee's dependent, or where there is no dependent, to the Employee's named beneficiary, if not named then to the estate.

15.9 Vacation Carryover

- (a) An Employee may opt to carry over vacation entitlement of up to ten (10) days from any year to the next; however, all such vacation carry over must be taken in full by December 31st, of the next year unless the Employer has authorized an extension. This option may only be made every second (2nd) year.
- (b) A single vacation period which overlaps the end of a calendar year (December 31st) shall be considered as vacation for the vacation year in which the vacation commenced. The portion of vacation taken subsequent to but adjoining December 31st shall not be considered as vacation carryover, nor as a seniority choice for the subsequent vacation year.

15.10 Approved Leave of Absence During a Vacation

When an Employee is in receipt of Short-Term Disability benefits during the vacation period, there shall be no deduction from the vacation credits for such leave. The period of vacation so displaced shall be rescheduled by mutual agreement. An Employee with displaced vacation must advise the Employer and provide the necessary documents within seven (7) days of returning to work.

15.11 Vacation for Employees

The Company agrees Employees will receive vacation entitlement based on their start date as a regular Employee.

These Employees will receive vacation entitlement pursuant to Article 15.

ARTICLE 16
SPECIAL AND OTHER LEAVE

16.1 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. Such leave shall normally not exceed three (3) working days unless travel greater than four hundred (400) kilometers is required, then an additional two (2) working days will be granted.

This leave does not need to be taken at the time of the funeral, but may be taken within twelve (12) months to attend a celebration of life or similar event.

- (b) Immediate family is defined as an Employee's parent, wife, husband, child, father-in-law, mother-in-law, step parent, brother or sister, grandparents and grandchildren.
- (c) In the event of the death of the Employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law, and any other relative permanently residing in the Employee's household, or with whom the Employee permanently resides, the Employee shall be entitled to special leave for one (1) day with pay at the straight time rate for eight (8) hours 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) Where established ethnic cultural or religious practices provide for ceremonial occasions other than the bereavement period in (a) above, the balance of the bereavement leave as provided in (a) above, if any, may be granted at the time of the ceremonial occasion; however, such would be without pay.

16.2

Special Leave

- (a) Where leave from work is required, an Employee shall be entitled to special leave for items (i), (ii), (iii), (vi), (vii) and (ix) and may be entitled to special leave for items (iv), (v), (viii) and (x) of the following:
 - (i) marriage of the Employee 3 days, with pay;
 - (ii) attend wedding of the Employee's child 1 day, with pay;
 - (iii) birth or adoption of the Employee's child 1 day, with pay;
 - (iv) attend their formal hearing to become a Canadian citizen 1 day, with pay;
 - (v) attend funeral as mourner 1/2 day, with pay;
 - (vi) attend funeral as pallbearer 1 day, with pay;
 - (vii) charity leave 6 days, with pay;
 - (viii) serious household or domestic emergency 1 day, without pay;
 - (ix) moving household furniture and effects 1 day, without pay;
 - (x) court appearance for hearing of Employee's child 1 day, without pay;
- (b) At least two (2) weeks' notice is required for leave under (a)(i),(ii), and (vi).
- (c) For the purpose of (a)(ii), (iv) and (ix) leave with pay will be only for the workday on which the situation occurs.

16.3

Family Illness

- (a) In the case of illness of a dependent child, spouse, dependant grandchild, or parent-in-care, permanently residing within the Employee's home, and when no one at the Employee's home other than the Employee can provide for the needs of the ill child, spouse, dependant grandchild or parent-in-care, the Employee shall be entitled, after notifying their supervisor, to use up to a maximum of two (2) days leave without pay 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.

16.4

Full-Time Union or Public Duties

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

- (a) for Employees to seek election in a municipal, provincial, or federal election for a maximum period of ninety (90) days;
- (b) for Employee selected for a full-time position with the Union or anybody to which the Union is affiliated for a period of one (1) year;
- (c) for an Employee elected to the position of President or Secretary-Treasurer of the Alberta Union of Provincial Employees (AUPE). The leave shall be for a period of two (2) years and shall be renewed upon request.
- (d) all benefits terminate while Employees are on leave for these purposes and such leave shall be restricted to one (1) Employee in each situation.
- (e) For Employees on leave for a reason listed above, they shall continue to accrue seniority.

16.5

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 and the Employee must pay to the Employer the full amount of any attendance fee or payment received to act as juror or witness.
- (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 regular earnings while serving at court shall remit to the Employer all monies paid to him/her by the court, except travelling and meal allowances not reimbursed by the Employer.
- (d) In the event an accused Employee is jailed for a period not exceeding five (5) days 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.

16.6

Leave for Writing Examinations

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

16.7

Leave for Taking Courses

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

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

16.8 Educational Leave

Both parties recognize that improved equipment, methods and procedures create changes in the job structure of the workforce. The parties also recognize the need to provide Employees with the opportunity for career development by enabling them to prepare for promotional advancement and generally upgrade their present skills. In such instances, educational leave may be granted by the Employer to regular Employees to take advanced or special training which will be of benefit to the Employee or the Employer for varying periods up to one (1) year which may be renewed by mutual agreement. Such leave will be without pay.

16.9 Elections

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

16.10 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.

16.11 Maximum Leave Entitlement

Leaves taken shall not exceed a total of five (5) days or hourly equivalent thereof per calendar year, unless additional special leave is approved by the Employer.

16.12 Emergency Service Leave

Where Employees' services are required for emergency operations by request from the Provincial Emergency Programs or appropriate police or fire 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.

16.13 Other Religious Observances

- (a) Employees who are members of non-Christian religions may arrange two (2) day's leave without pay per calendar year to observe a 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 use; banked time or unused vacation or lieu days, provided the Employee has such remaining credit.

ARTICLE 17
MATERNITY LEAVE AND PARENTAL LEAVE

17.1 **Entitlement to Maternity Leave**

A pregnant Employee who has been employed by an Employer for at least fifty-two (52) consecutive weeks is entitled to maternity leave without pay

17.2 **Length of Maternity Leave**

- (a) The maternity leave to which a pregnant Employee is entitled is a period of not more than fifteen (15) weeks starting at any time during the twelve (12) weeks immediately before the estimated date of delivery.
- (b) An Employee who takes maternity leave must take a period of leave of at least six (6) weeks immediately following the date of delivery, unless the Employee and her Employer agree to shorten the period by the Employee's giving her Employer a medical certificate indicating that resumption of work will not endanger her health.

17.3 **Notice of Maternity Leave**

- (a) A pregnant Employee must give her Employer at least six (6) weeks' written notice of the date she will start her maternity leave, and if so requested by her Employer, the pregnant Employee must provide her Employer with a medical certificate certifying that she is pregnant and giving the estimated date of delivery.
- (b) A pregnant Employee is entitled to start maternity leave on the date specified in the written notice given to her Employer under subsection (1).

17.4 **No Notice of Maternity Leave**

An Employee who does not give her Employer prior notice of maternity leave before starting it is still entitled to maternity leave if, within two (2) weeks after she ceases to work, she provides her Employer with a medical certificate

- (a) indicating that she is not able to work because of a medical condition arising from her pregnancy, and
- (b) giving the estimated or actual date of delivery.

17.5 **Notice of Employer to Start Maternity Leave**

If during the twelve (12) weeks immediately before the estimated date of delivery the pregnancy of an Employee interferes with the performance of her duties, an Employer may give the Employee written notice requiring her to start maternity leave.

17.6 **Parental Leave**

- (a) Subject to subsection (b), an Employer must grant parental leave to an Employee as follows:
 - (i) in the case of an Employee entitled to maternity leave under this Division, a period of not more than thirty-seven (37) consecutive weeks immediately following the last day of maternity leave;
 - (ii) in the case of a parent who has been employed by the Employer for at least fifty-two (52) consecutive weeks, a period of not more than thirty-seven (37) consecutive weeks within fifty-two (52) weeks after the child's birth;

- (iii) in the case of an adoptive parent who has been employed by the Employer for at least fifty-two (52) consecutive weeks, a period of not more than thirty-seven (37) consecutive weeks within fifty-two (52) weeks after the child is placed with the adoptive parent for the purpose of adoption.
- (b) If Employees described in this section are parents of the same child, the parental leave granted under subsection (a) may (i) be taken wholly by one of the Employees, or (ii) be shared by the Employees.
- (c) If Employees described in this section are parents of the same child and are employed by the same Employer, the Employer is not required to grant parental leave to more than one Employee at a time.

17.7

Notice of Parental Leave

- (a) An Employee must give the Employer at least six (6) weeks' written notice of the date the Employee will start parental leave unless
 - (i) the medical condition of the birth mother or child makes it impossible to comply with this requirement;
 - (ii) the date of the child's placement with the adoptive parent was not foreseeable.
- (b) If the Employee cannot comply with the written notice requirement for any of the reasons stated in subsection (1)(a) or (b), the Employee must give the Employer written notice at the earliest possible time of the date the Employee will start or has started parental leave.
- (c) An Employee is entitled to start parental leave on the date specified in the written notice given to the Employer under subsection (a) or (b).
- (d) Written notice under section 17.3 is deemed to be notice of parental leave under this section unless the notice specifically provides that it is not notice of parental leave, in which case this section applies.
- (e) Employees who intend to share parental leave must advise their respective Employers of their intention to share parental leave.

17.8

Termination of Employment Prohibited During Maternity Leave and Parental Leave

- (a) No Employer may terminate the employment of, or lay off, an Employee who (a) has started her maternity leave, or (b) is entitled to or has started parental leave.
- (b) Subsection (a) does not apply if an Employer suspends or discontinues in whole or in part the business, undertaking or other activity in which the Employee is employed, but the obligation of the Employer to reinstate the Employee or provide the Employee with alternative work in accordance with section 23.1 continues to apply.

17.9

Resumption of Employment

- (a) Subject to section 17.2(b), an Employee must give the Employer at least 4 weeks' written notice of the date on which the Employee intends to resume work and in any event must give notice not later than 4 weeks before the end of the leave period to which the Employee is entitled or 4 weeks before the date on which the Employee has specified as the end of the Employee's leave period, whichever is earlier.

- (b) If an Employee has given notice that she intends to resume work on a date that is before the end of the 6-week period referred to in section 17.2(b), the Employee is entitled without further notice to an additional period of leave sufficient to meet the requirements of section 17.2(b).
- (c) The additional period of leave referred to in subsection (2) is to be charged first against any remaining maternity leave to which the Employee is entitled and then against parental leave, and if it is charged against parental leave the amount of parental leave referred to in section 20 is reduced accordingly.
- (d) An Employee is not entitled to resume working until the date specified in the written notice referred to in subsection (a) or the end of the additional period referred to in subsection (b), as the case may be.
- (e) An Employee must resume work on the date specified in the written notice or immediately following the end of the additional period, as the case may be, and if the Employee fails to return to work on that date the Employee is not entitled to resume work subsequently unless the failure to return to work resulted from unforeseeable or unpreventable circumstances.
- (f) If an Employee fails to provide at least four (4) weeks' notice before the end of the leave period to which the Employee is entitled, the Employee is not entitled to resume work unless the failure to provide the notice resulted from unforeseeable or unpreventable circumstances.
- (g) Where an Employee is entitled to resume work under this section, the Employer must:
 - (i) reinstate the Employee in the position occupied when maternity or parental leave started, or
 - (ii) provide the Employee with alternative work of a comparable nature at not less than the earnings and other benefits that had accrued to the Employee when the maternity or parental leave started.
- (h) An Employee who does not wish to resume employment after maternity or parental leave must give the Employer at least 4 weeks' written notice of intention to terminate employment.

17.10

Suspension of Operations

If the business, undertaking or other activity of an Employer is suspended or discontinued in whole or in part during an Employee's maternity or parental leave and the Employer has not resumed operations when the Employee's leave ends, the Employer must, if the operation is subsequently resumed within fifty-two (52) weeks following the end of the leave,

- (a) reinstate the Employee in the position occupied at the time the maternity or parental leave started, at not less than the earnings and other benefits that had accrued to the Employee, or
- (b) provide the Employee with alternative work in accordance with an established seniority system or practice of the Employer in force at the time the Employee's maternity or parental leave started, with no loss of seniority or other benefits accrued to the Employee.

ARTICLE 18
OCCUPATIONAL HEALTH & SAFETY

18.1 **Statutory Compliance**

The Union and the Employer agree that regulations made pursuant to *Alberta's Occupational Health and Safety Act* or any other statute of the Province of Alberta pertaining to the working environment shall be complied with.

18.2 **Safety Program**

The Employer agrees to establish a Safety Program and schedule monthly meetings with Employees in each Superintendent's Area 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 Occupational Health and Safety Committee and AUPE Headquarters or OH&S Representative.

18.3 **Local Occupational Health and Safety Committee**

- (a) The Employer and the Union shall establish a joint safety committee in each geographic area (East, West, and South) composed of Union and Employer representatives. The Union representatives shall be appointed by the Union and such representatives must be in the employ of Employer. The Committee shall meet the 2nd Monday in September and the last Monday in April to discuss questions or problems which may arise with respect to the health and safety of Employees. Additional meetings may be held by mutual consent of the Employer and the Union;
- (b) All meetings of the Committee shall be recorded and minutes made available to the Union and the Employer. The Committee shall consist of three (3) Union representatives, one from each work group (Road Crew, Mechanical Crew and Bridge Crew), and up to three (3) management representatives. In areas where there are no Employees in the above classifications, Road Crew will fill the vacancies;
- (c) Employees who are representatives of the Committee shall not suffer any loss of regular earnings for the time spent attending a committee meeting or job site inspection.
- (d) Committee meetings shall be scheduled during normal working hours whenever practicable. Time spent by designated committee members attending to the committee business on their days of rest or outside their regularly scheduled hours of work shall not be considered time worked but such Employees shall receive equivalent time off.
- (e) The Employer and the Union agree that it is mutually beneficial to have all members in attendance at meeting of Occupational Health and Safety Committees. The Employer shall make every reasonable effort to ensure that the Union members are able to attend such meetings.
- (f) On a monthly basis each crew shall have a crew safety meeting. Any unresolved concerns should be forwarded to the joint committee.

- 18.4 **Right to Refuse Dangerous Work**
- (a) An Employee may refuse to work or to do particular work at a work site if the Employee believes on reasonable grounds that there is a dangerous condition at the work site or that the work constitutes a danger to the Employee's health and safety or to the health and safety of another Employee or another person.
- (b) No person shall take any discriminatory action against an Employee, by reason of that worker exercising their rights under the *Occupational Safety Act, Regulations or Code*.
- 18.5 **Investigation of Accidents**
- In the event of a fatality the Employer shall immediately notify the President of the AUPE, or designate.
- 18.6 **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 elsewhere.
- 18.7 **Dangerous Goods, Special Wastes, Pesticides and Harmful Substances**
- Where Employees are required to work with or are exposed to any dangerous goods, special waste, pesticide or harmful substance, the Employer will ensure that the Employees are adequately trained in the identification, safe handling, use, storage, and/or disposal of same.
- 18.8 **Working Alone and Radio Contact or Employee Check**
- The Employer shall provide a system to ensure Employees who are working alone are able to report in at predetermined times. The frequency of checks shall be increased during the winter season (October 15 to April 15).
- 18.9 **Survival First Aid**
- All Employees shall be provided with suitable training once every three years.
- 18.10 **Training Programs for Occupational Health and Safety Committee Members**
- When training Occupational Health and Safety Committee members, those members shall be granted leave without loss of pay or seniority to attend designated Occupational Health and Safety training courses. This leave shall be facilitated pursuant to Article 2.10(c).
- 18.11 **Air Conditioning for Equipment**
- The Employer agrees that all new equipment with enclosed cabs to be purchased or leased shall be equipped with air conditioning.

ARTICLE 19

TECHNOLOGICAL CHANGE

- 19.1 **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:

19.2

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 19.2(a) the Joint Labour/Management Committee shall meet to consult on the impact of the proposed change.
- (c) The written notice identified in Article 19.2(a) will provide the following information:
 - (i) the nature of the change(s);
 - (ii) the anticipated date(s) on which the Employer plans to effect change(s);
 - (iii) the location(s) and number(s) of Employees likely to be directly affected pursuant to (d) below.
- (d) Where notice of technological change has been given pursuant to Article 19.2(a):
 - (i) 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 either a vacancy option, or severance pay provisions of Article 10.
 - (ii) 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 with the Employer geographic location in which the change occurs, to the extent that turnover occurs during the period in which a technological change is being implemented.

19.3

Waiving of Notice

Notwithstanding Article 19.2(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.

19.4

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 6 by notice of intent to arbitrate.

ARTICLE 20
CONTRACTING

20.1

No Layoff of Employees

- (a) The Employer agrees not to contract out bargaining unit work, which results in the layoff of a Regular Employee or the failure to recall a Regular Employee. This article supersedes Article 20.1(b).
- (b) The Employer may contract out work where:
 - (i) it does not possess the necessary facilities or equipment;
 - (ii) it does not have and/or cannot acquire the required manpower;
 - (iii) it is unable to perform the work in a manner that is competitive in terms of cost, quality and within the required time limits.
- (c) 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 meet to discuss temporary modifications to this agreement as set out in MOU #4, Special Projects.

20.2

Warranty and Repair Work

When warranty work is done on the Employer's premises, an Employer's mechanic will be assigned when, in the opinion of the Operations Manager or his designate, the Employer's workload will allow. Such an assignment is for training.

ARTICLE 21
HEALTH AND WELFARE BENEFITS

21.1

Benefit Summary 91688-001 Alberta Hourly

The Employer shall provide a benefit plan for regular Employees who have completed their probationary period, also covering their spouses and children if applicable. The Employer shall provide the Employee with a copy of the Plan, which shall include but not be limited to the following coverage:

- Short Term Disability of sixty percent (60%) of weekly salary, with a maximum benefit equal to current EI maximum.
- Long Term Disability of sixty-six point sixty-seven percent (66.67%) of monthly salary, with a maximum benefit of thirteen thousand dollars (\$13,000.00) per month.
- Life Insurance coverage of two hundred percent (200%) of your one (1) year salary.
- Optional Life Insurance coverage for Employee and/or spouse in units of ten thousand dollars (\$10,000.00) to a maximum of three hundred thousand dollars (\$300,000.00).
- Dependent Life Insurance of ten thousand dollars (\$10,000.00) for spouse, five thousand dollars (\$5,000.00) for each child.
- Accidental Death & Dismemberment Benefit two hundred percent (200%) of annual salary, to a maximum of one million one hundred thousand dollars (\$1,100,000.00).
- Hospital benefit one hundred percent (100%) coverage in Canada only.

- Prescription Drug benefit eighty percent (80%) coverage.
- Paramedical expenses one hundred percent (100%) coverage
- Medical expenses one hundred percent (100%) coverage
- Vision Care three hundred dollars (\$300.00) coverage for eye glasses every two years, seventy-five dollars (\$75.00) maximum coverage eye examination two times per calendar year.
- Worldwide Travel benefit one hundred percent (100%).
- Basic Dental eighty percent (80%) coverage, Major fifty percent (50%) coverage to a maximum one thousand five hundred dollars (\$1,500.00) per calendar year, Orthodontic fifty percent (50%) coverage to a lifetime maximum of one thousand five hundred dollars (\$1,500.00).

21.2

Workers' Compensation Benefits

- (a) When an Employee is on a claim recognized by the Workers' Compensation Board while the Employee was on the Employer's business, he shall be entitled to leave without pay until such time he is medically cleared to return to work.
- (b) The Employer shall maintain coverage for Medical premiums, Extended Health benefits, Dental Care benefits, Accidental Death and Dismemberment, Wage Indemnity and Long-Term Disability and Pension Plan contributions and shall pay the Employer's share of these premiums.
- (c) On return from leave, if he is medically fit, an Employee shall be placed in his former position or if he is incapable of assuming his prior duties he will be given consideration for other work he is capable of performing.
- (d) The Employer will develop a pamphlet detailing the provisions of the benefit plans for distribution to all Employees eligible for coverage within thirty (30) days of the signing of this collective agreement. The cost of such a pamphlet shall be borne by the Employer.

ARTICLE 22

EMPLOYEE EQUIPMENT AND CLOTHING

22.1

Purchase of Work Clothing

- (a) Protective clothing is understood to mean wearing apparel which protects the Employee's clothing from excessive dirt, grease, sparks, or other chemicals, or inclement weather. **This includes but not limited to coveralls and fire retardant coveralls where applicable.**
- (b) Individual issue welder's leather jackets and aprons where appropriate.
- (c) Issue rubber boots, aprons, gloves and goggles where appropriate when Employees are cleaning or washing machinery or equipment.
- (d) Work gloves where the handling of materials is likely to puncture, abrade, or irritate the hands or arms.

22.2

Cleaning and Replacement of Work Clothing

- (a) All Employees shall have access to the laundry bin, and **washing machines** including soap in all shops.

- (b) Replacement of unserviceable items will be made upon surrender of items **to be replaced and evidence that replacement is necessary.**
- (c) The Employer will exchange damaged and/or contaminated protective clothing.

22.3

Safety Equipment

- (a) The Employer will supply all safety equipment, including prescription safety glasses, required for the job under Workers' Compensation Regulations. The following safety equipment will be issued on an individual basis:
 - (i) **CSA approved** hard hats and liners where required;
 - (ii) safety gloves;
 - (iii) safety or welding goggles and helmets;
 - (iv) **work boots, upon supply of receipt (every twelve (12) months up to a maximum of \$100 for Regular and Seasonal Employees who have worked 75% or more in the previous 12 months);**
 - (v) **An Employee working on a bridge crew shall receive a maximum of two hundred dollars \$200 (yearly) upon supply of receipts for work boots (\$100) and winter boots (\$100).**
 - (vi) **An Employee working as a Spray Patch Operator, or on an Asphalt/Paving crew shall receive \$200 (yearly) upon supply of receipts for work boots (\$100) and Asphalt Paving work boots (\$100).**
 - (vii) respirators **where required;**
 - (viii) protective hearing devices;
 - (ix) **winter gloves;**

22.4

Inclement and Winter Clothing

- (a) Where work is to be performed in inclement weather, the necessary rainwear and gloves shall also be made available.
- (b) Where work is to be performed during the winter, individual issue of winter gloves.
- (c) Replacement of unserviceable items will be made upon surrender of items **to be replaced and evidence that replacement is necessary.**
- (d) Insulated coveralls shall be provided to Employees who are working outside during winter months. The Employer will compensate Employees for sixty percent (60%) of the cost to the Employer through their supplier. An Employee purchasing coveralls from another vender shall be compensated for sixty (60%) of the cost up to a maximum of one hundred twenty-five dollars (\$125).

22.5

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.

22.6 **Tool Allowance for Mechanics, Apprentices and Welders**

Trade qualified mechanics, apprentices and welders, will receive an annual tool allowance of one hundred nineteen dollars and seventy-five cents (\$119.75).

22.7 **Tools**

- (a) No Employees, other than those classified as tradespersons, or apprentices, will be required to supply work tools or equipment.
- (b) An Employee shall furnish and replenish their inventory of personal hand tools. The Employer shall furnish and maintain power tools, specialty tools, testing equipment and all other equipment as required to service or repair Employer owned, rented or leased equipment.
- (c) Maintenance of Employee's' hand tools shall be provided by the Employer. It is understood that "maintenance", as used in this section, shall mean sharpening and keeping in good working condition.
- (d) The Employer will replace the Employee's hand tools, pneumatic tools, power tools and tool boxes required for the job, which may be lost (includes stolen/ fire damage), worn out or broken while used on the job, upon reasonable proof of such, wearing, loss or breakage, and proof that there has been no negligence on the part of the Employee. Replacement will be of equal quality. In order for the Employee to qualify for replacement of tools, they must provide in advance to the Employer a written inventory of their tools approved by the appropriate Employer designate detailing the number, type, make, and serial number (if applicable) of each tool.

22.8 **Comprehensive Insurance**

- (a) The Employer agrees to provide comprehensive insurance covering tools owned by the Employees and required to be used in the performance of their duties at the request of the Employer. The Employer shall pay any deductible amount for comprehensive insurance.
- (b) Employees shall provide a comprehensive list of all tools requiring insurance and they shall update the list as necessary. This list shall be kept on the Employee's personnel file.

ARTICLE 23
PAYMENT OF WAGES AND ALLOWANCES

23.1 **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 or substantially similar work.

23.2 **Paydays**

- (a) Employees shall be paid biweekly.
- (b) A comprehensive statement detailing all payments, allowances, RRSP contributions (where applicable) and deductions shall accompany the paycheque for each pay period. All premiums and allowances payable shall be paid out no later than two (2) weeks from the date of earning them.

- (c) The Employer shall provide for the direct deposit (electronic funds transfer) of the Employee's pay in a participating chartered bank, trust company, or **Credit Union** of the Employee's choice on or before the appropriate payday.
- (d) If the pay is not available on the payday, the Employer shall arrange for the Employee to be provided on the payday with an adequate advance on their wages.

23.3 Rates of Pay

Employees shall be paid in accordance with the rates of pay as set out in Appendix 1 and 2.

23.4 Substitution Pay

- (a) An Employee working at a higher paying job than his normal classification will receive the higher rate of pay for the actual hours worked in that higher classification.
- (b) Substitution to a higher paying position shall be offered to the most senior qualified Employee in the classification series within a shop location.
- (c) The application of this article shall not include training time.

23.5 Rate of Pay on Reclassification or Promotion

When an Employee is promoted or reclassified to a higher paying position, they will receive the rate for the position.

23.6 Pay on Temporary Assignment

A regular 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.

23.7 Wage Protection and Downward Reclassification of Position

No Employee shall have their regular classification and rate of pay reduced during the term of this collective agreement other than by consenting to a demotion, or inability to meet job classification requirement.

23.8 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.

Effective date of ratification, vehicle allowance shall be fifty-two cents (\$0.52) per kilometre.

23.9 Meal Allowances

Employees on travel status away from their seniority block **home shop location** shall be entitled to a meal allowance of **fifty (\$50.00)** dollars per day. (**Breakfast \$10, Lunch \$15, Dinner \$25**). **The first day of travel includes Dinner and the last day includes breakfast and lunch. The \$50.00 daily rate will only be reduced in the event the Employee arrives home before 6:00pm.**

- 23.10 Telephone Allowance
Employees authorized to travel who are required to obtain overnight accommodation shall be entitled to claim ten dollars (\$10.00) for every two (2) consecutive nights' away, on condition the Employee has not been issued a company telephone or cell phone.
- 23.11 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.
- 23.12 Northern Travel Allowance
Ensure Box 32 of T4 maximized.

ARTICLE 24 **CLASSIFICATION SPECIFICATIONS**

- 24.1 Classification and Salary Adjustments
- (a) When a new or substantially altered classification covered by this agreement is introduced, the rate of pay shall be subject to negotiations between the Union and the Employer.
 - (b) If the parties are unable to agree on the rate of pay for the new or substantially altered classification, within ten (10) days of their first meeting or other such period agreed to by the parties, the Employer may implement the classification and attach a salary
 - (c) The Union may then refer the matters, within twenty-one (21) days, to arbitration. The Arbitrator shall determine the rate of pay.
 - (d) The new rate of pay shall be effective on the date agreed to by the parties, or the date set by the arbitrator but, in any event, not earlier than the date of implementation.

ARTICLE 25 **APPRENTICESHIP PROGRAM**

- 25.1 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 in consultation with the Joint Labour/Management Committee.
- 25.2 Apprentices Attending School
- (a) When an apprentice is attending school as required, they shall be paid their appropriate wage rate. Where eligible, the apprentice shall apply for a wage allowance from the Ministry of Human Resource Development and shall remit this allowance to the Employer.
 - (b) The Employer will advise Apprentices when they are eligible for a wage allowance.

25.3 Employment

Upon completion of an Apprenticeship Program, no Employee shall be entitled to the provisions of Article 10.3 unless the Employee was entitled to such provisions prior to the commencement of their apprenticeship or the Employee is offered a regular position pursuant to Article 9.

25.4 Hiring Apprentices

Employees interested in a mechanical apprenticeship may be required to first have completed an entry level course for heavy-duty mechanics at a certified Vocational College.

ARTICLE 26
TRAINING AND SERVICE CAREER POLICY

26.1 Employee Training

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

26.2 On-the-Job Operator Training

- (a) Employees shall be designated for on-the-job Operator training in writing.
- (b) Training shall be considered time worked.
- (c) The parties recognize that continuity of training is important. The Employer shall schedule standardized training so as to provide the required continuity. It is understood that the length of training may vary depending on operator experience, complexity of the equipment, and operational requirements.

26.3 Completion of Courses on Company Time

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

26.4 Reimbursement for Approved Courses

- (a) Employees shall, upon successful completion of job related courses mandated by the Employer, 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.
- (d) After successful completion of such courses, the Employee must remain an Employee of the Company for twelve (12) months or reimburse all monies paid on a pro rata basis.

26.5 Training Away from Regular Seniority Block
Where the Employer requires Employees to take training away from their foreman's area, the Employer shall provide for all necessary expenses such as tuition, books, travel, meals, accommodation, or other legitimate pre-approved items.

26.6 Examinations
Employees may be permitted to write an examination required by the Employer, upon satisfactory completion of the 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.

ARTICLE 27 SEASONAL AND CASUAL EMPLOYEES

27.1 Seasonal Employees

- (a) Seasonal Employee shall receive a letter of appointment stating his employment status and expected duration of employment and Superintendent's Area. A copy of each employment letter shall be sent to the appropriate AUPE area office.
- (b) The Employer shall convert two (2) eligible seasonal Employees to Regular Employee status each year. The first such conversion shall be effective August 1, 2018, and then annually thereafter on August 1.
- (c) The Employer shall determine which contract area(s) and shop location(s) the conversion shall take place in.
- (d) Only Seasonal Employees with the required hours worked with the Employer shall be eligible for conversion.
- (e) Only Seasonal Employees who have worked two thousand and eighty (2080) hours in thirty-nine (39) pay periods for the Employer prior to the conversion date in (b) above shall be eligible for a converted position as contemplated in this article and become part of the eligible pool.
- (f) Filling a converted position as contemplated in this article shall follow the process set out in Article 9.1. Regular Employees are not eligible for a converted position as contemplated in this Article.
- (g) Those converted pursuant to this Article, shall not increase the minimum staffing levels as outlined in MOU #6.

27.2 Casual Employees
A casual Employee shall receive a letter of appointment clearly stating their employment status and expected duration of employment and assembly point. A copy of each casual employment letter will be sent to the appropriate AUPE Area Office.

27.3 Leave for Medical and Dental Care
Where it is not possible to schedule medical and or dental appointments outside regularly scheduled working hours, reasonable time off for medical and dental appointments for casual Employee shall be permitted. Such leave will be without pay.

27.4 Emergency Leave

The Employer may grant a leave of absence without pay to a casual Employee requesting leave for emergencies or other unusual circumstances. Approval for this leave shall not be unreasonably withheld.

27.5 Application of Agreement

- (a) Except as otherwise noted in this article, the provisions of Articles 8,10, 17, 21, 25, 27.1 Appendix 2, MOU #2, and MOU #6 do not apply to casual Employees. The provisions of other articles apply to casual Employees except as otherwise indicated.
- (b) Where leave from work is required, casual Employees shall be entitled to the provisions of Article 16.1 - Bereavement Leave, but without pay.
- (c) For the purpose of Article 17 - Maternity and Parental Leave for casual Employees shall be in accordance with the Employment Standards Code.
- (d) casual Employees shall be entitled to the provisions of Article 26.4.

ARTICLE 28
RRSP PLAN

28.1 RRSP Summary 20002607 Alberta

- (a) Regular Employees are eligible to join the plan immediately upon become employed.
- (b) Regular Employees are not required to contribute to the plan. The Employer is required to contribute one dollar and twenty-five cents (\$1.25) per hour worked to the plan on the member's behalf.
- (c) Regular Employees have the option to voluntary contributions of zero percent (0%) to eighteen percent (18%) of earnings made by payroll deductions, subject to Canada Revenue Agency limits.
- (d) Earnings include regular hours worked only, excluding overtime and bonuses.
- (e) **Payment made to the RRSP Plan will be made within fourteen (14) calendar days of the applicable pay period.**

ARTICLE 29
GENERAL CONDITIONS

29.1 Return to Regular Point of Assembly

- (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.

29.2

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 article and for return to the regular point of assembly, the driver must be a responsible Employee (approved by the Employer).

29.3

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 counsel retained by the Employer for 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 **and provide legal representation at the Employer's cost.**

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

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

- (i) when the Employee is first approached by any person or organization notifying him/her of intended legal action against him/her;
- (ii) when the Employee himself requires or retains legal counsel in regard to the incident or course of events;
- (iii) where any investigative body or authority first notifies the Employee of investigation or other proceedings which might lead to legal action against the Employee;
- (iv) 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
- (v) when the Employee receives notice of any legal proceedings of any nature or kind.

29.4

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
Emcon Service Inc.
and the
Alberta Union of Provincial Employees
Local 118/024
Local 118/025
Local 118/026
Local 118/027
Effective to **October 31, 2024.**
- (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") or as determined by the Union.
- (d) The Employer will be provided copies of the printed agreement within ninety (90) days of the signing. Ninety (90) days may be waived in extenuating circumstances.

29.5

Work Group

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

1. Substitution
2. Rotation of Shifts
3. Allocation of Overtime – for Employees working overtime within their own classification series.
4. Preference in Vacation
5. Training Courses
6. Work Schedules

29.6

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.

29.7

Parking

The Employer shall provide and maintain adequate parking for the Employee's personal vehicle at the point of assembly at no cost to the Employee. Adequate electrical outlets shall also be supplied at no charge.

29.8 Telephone Facilities

Where pay 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.

29.9 Supervisor's Transportation

Lead hands and crew leaders who have Company pickups assigned to them shall be permitted to park such vehicles at home when they are on shift.

ARTICLE 30
TERM OF AGREEMENT

30.1 Duration

This agreement shall be binding on the parties hereto and shall be effective from November 1, 2019 to October 31, 2024.

30.2 Notice to Bargain

- (a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after August 31, 2024, but in any event not later than midnight, October 31, 2024.
- (b) Where no notice is given by either party prior to November 1, 2024, both parties shall be deemed to have given notice under this section on October 31, 2024.
- (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 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) Both parties shall adhere fully to the terms of this agreement during the period of bona fide collective bargaining.

30.3 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.

30.4 Limitations

The signing of this agreement supersedes all other agreements and understandings between the parties hereto and personal contracts with Bargaining Unit Employees.

ARTICLE 31
UNION REPRESENTATION

31.1 Employee Right to Union Representation

- (a) An Employee who is to be interviewed for the purpose of discussing a performance related issue, disciplinary action or investigation, meeting, or interview that may reasonably lead to disciplinary action shall be notified of the time and place of the interview with reasonable advance notice, which shall not be less than twenty-four (24) hours unless otherwise mutually agreed upon. If desired by the Employee, they may have a Union Representative or Union Steward of their choice accompany them.
- (b) If an Employee waives their right to Union representation, the Employer shall have the Employee sign the "Waiver of Union Representation" form at Appendix "A". The waiver will be immediately sent to the appropriate Membership Services Officer.
- (c) Notwithstanding (b) above, an Employee has the right to revoke the "Waiver of Union Representation" at any time.
- (d) A request by any Employee for Union Representation at a meeting with the Employer shall not be denied.

31.2 For the purposes of this collective agreement, the Union shall be represented by its properly appointed officers. The Union shall provide the Employer with a current list of the officer's names.

31.3 Steward Right to Represent Employees

The Employer agrees to recognize Employees who are appointed as Union Stewards, and recognizes their authority to represent other Employees. A Union Steward may, at the request of an Employee, accompany or represent her in the processing of a grievance, a meeting or disciplinary investigation with the Employer. When it becomes necessary for a Union Steward to leave her job for this purpose, he will request time off from her manager or designate and provide her with as much advance notice as possible. Arrangements will be made by the manager or designate to permit the Union Steward to leave her job, as soon as reasonably possible, for this purpose with no loss of regular earnings. Such time off shall be granted only upon the approval of the manager or designate, which approval shall not be unreasonably withheld.

31.4 The Union reserves the right to appoint a Union Steward to represent a work area that has no Union Steward.

31.5 Semi-annually a list of Union Stewards shall be supplied by the Union to the Human Resources Department and the Site Manager/Administrator.

31.6 Union Representative Leave

- (a) When it is necessary for a Union member to make a request for a leave of absence to perform the duties of any office of the Union, the application for leave must be made in writing to the Employer for approval. The application for leave will be made in writing to the proper officer of the Employer with as much advance notice as possible.

- (b) The Employer shall not unreasonably withhold leave of absence for Employees elected or appointed to represent the Union at Conventions, Workshops, Institutes, Seminars, Schools or to attend meetings as a member of the Union's Provincial Executive Board.
- (c) When leave to attend Union business has been approved by the Employer, it is granted with pay. The Union agrees to reimburse the Employer for actual salary paid to the Employee while on leave plus an amount determined by the Employer to cover the cost of benefits.
- (d) An Employee who is elected for a full-time position with the Union shall be granted leave of absence without pay and without loss of seniority. Where permissible under the pension, group life plan and extended health and dental plans the Employee shall have the right to pay the full cost, including the Employer's share, during the period of such leave of absence.

31.7

Union Bargaining Committee

Leave of absence without loss of pay and seniority shall be granted up to four (4) members of the Bargaining Committee to negotiate with the Employer. This leave shall be facilitated pursuant to Article 2.13(c).

ARTICLE 32
RESPECTFUL WORKPLACE

32.1

The Employer shall have policies and procedures in place pertaining to workplace Harassment, Bullying and Violence.

32.2

Discrimination and Harassment

- (a) Every person who is an Employee has a right to freedom from bullying, harassment and abuse of authority in the workplace by the Employer or agent of the Employer or between Employees because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, record of offence, marital status, family status, physical or mental disability, sexual orientation, sex, same-sex partnership status, gender identity, gender expression, religion, political beliefs or Union affiliation.
- (b) "Bullying" means repeated or systematic assertion of power through aggressive behaviour – physical, verbal or psychological – including, but not restricted to shunning, which would be seen by a reasonable person as intending to belittle, intimidate, coerce or isolate another person or group of people.
- (c) Personal harassment is unsolicited behaviour, which is directed at or is offensive to another individual. It includes, but not restricted to: demands, threats, gestures, innuendo, remarks, slurs and taunting, which could be based on any proscribed condition as set out [above].

- (d) Sexual harassment is a type of personal harassment which has a sexual purpose or is of a sexual nature including, but not restricted to: sexual assault, verbal threats or abuse, unwanted touching or patting, leering, advances, repeated sexual flirtation, propositions, sexual suggestive gestures, verbal threats or abuse, sexist jokes causing embarrassment, displaying sexually offensive material, derogatory or degrading remarks directed towards members of one sex or one sexual preference group, and inquiries about a person's sex life.
- (e) "Abuse of authority" means the improper use of power that flows from a supervisor or manager's position of authority over an Employee; in particular, intimidation, threats or coercion, which could reasonably be expected to endanger an Employee's ability to perform their job, threaten the Employee's economic livelihood, or significantly affect his or her physical or emotional well-being.

It is not abuse of authority to exercise managerial responsibility legitimately, including but not restricted to managing performance, setting performance expectations, and enforcing policies.
- (f) Workplace harassment is prohibited in any form. All members should be conscious of any behaviour such as that described [above], or which degrades another person. Workplace harassment can also be in the form of exclusion, posters, cartoons, or social media forums.

**Appendix 1
Rates of Pay**

| | Location | | Duration of Service | | | |
|------------------|--------------------------------|--------------------|---------------------|----------|----------|----------|
| | | | 1st Year | 2nd Year | 3rd Year | 4th Year |
| Labourers | Alberta | Current | \$16.40 | \$17.43 | \$18.45 | \$19.48 |
| | | 2020 (1.5%) | \$16.65 | \$17.69 | \$18.73 | \$19.77 |
| | | 2021 (0.5%) | \$16.73 | \$17.78 | \$18.82 | \$19.87 |
| | | 2022 (3.35%) | \$17.29 | \$18.38 | \$19.45 | \$20.54 |
| | | 2023 | PAF | PAF | PAF | PAF |
| | | 2024 | PAF | PAF | PAF | PAF |
| | Fort McMurray Hanging Stone | Market Uplift (\$) | \$8.93 | \$8.93 | \$8.93 | \$8.93 |
| | | Current | \$25.33 | \$26.36 | \$27.38 | \$28.41 |
| | | 2020 (1.5%) | \$25.58 | \$26.62 | \$27.66 | \$28.70 |
| | | 2021 (0.5%) | \$25.66 | \$26.71 | \$27.75 | \$28.80 |
| | | 2022 (3.35%) | \$26.22 | \$27.31 | \$28.38 | \$29.47 |
| | | 2023 | PAF | PAF | PAF | PAF |
| | | 2024 | PAF | PAF | PAF | PAF |
| | Wandering River Slave lake | Market Uplift (\$) | \$3.05 | \$3.05 | \$3.05 | \$3.05 |
| | | Current | \$19.45 | \$20.48 | \$21.50 | \$22.53 |
| | | 2020 (1.5%) | \$19.70 | \$20.74 | \$21.78 | \$22.82 |
| | | 2021 (0.5%) | \$19.78 | \$20.83 | \$21.87 | \$22.92 |
| | | 2022 (3.35%) | \$20.34 | \$21.43 | \$22.50 | \$23.59 |
| | | 2023 | PAF | PAF | PAF | PAF |
| | | 2024 | PAF | PAF | PAF | PAF |
| | Wabasca | Market Uplift (\$) | \$1.02 | \$1.02 | \$1.02 | \$1.02 |
| | | Current | \$17.42 | \$18.45 | \$19.47 | \$20.50 |
| | | 2020 (1.5%) | \$17.67 | \$18.71 | \$19.75 | \$20.79 |
| | | 2021 (0.5%) | \$17.75 | \$18.80 | \$19.84 | \$20.89 |
| | | 2022 (3.35%) | \$18.31 | \$19.40 | \$20.47 | \$21.56 |
| | | 2023 | PAF | PAF | PAF | PAF |
| | | 2024 | PAF | PAF | PAF | PAF |
| | Line Paint/ Veg | Current | \$18.45 | \$19.48 | \$20.50 | \$21.53 |
| | | 2020 (1.5%) | \$19.36 | \$20.44 | \$21.08 | \$22.14 |
| | | 2021 (0.5%) | \$18.82 | \$19.87 | \$20.91 | \$21.96 |
| | | 2022 (3.35%) | \$19.45 | \$20.54 | \$21.61 | \$22.70 |
| | | 2023 | PAF | PAF | PAF | PAF |
| | | 2024 | PAF | PAF | PAF | PAF |
| | Bridges | Current | \$23.19 | \$23.54 | \$23.65 | \$23.77 |
| | | 2020 (1.5%) | \$23.53 | \$23.89 | \$24.00 | \$24.12 |
| | | 2021 (0.5%) | \$23.66 | \$24.01 | \$24.12 | \$24.25 |
| | | 2022 (3.35%) | \$24.45 | \$24.82 | \$24.93 | \$25.06 |
| | | 2023 | PAF | PAF | PAF | PAF |
| | | 2024 | PAF | PAF | PAF | PAF |

| Operator / Seasonal Operator / Spare Operator / Grader Operator | Location | Duration of Service | | | | |
|---|--------------------------------|---------------------|--------------|----------------|-----------|------------|
| | | | 0 - 3 months | 3 mths - 2 yrs | 2 - 6 yrs | over 6 yrs |
| | Alberta | Current | \$24.75 | \$25.77 | \$25.90 | \$26.02 |
| | | 2020 (1.5%) | \$25.12 | \$26.16 | \$26.29 | \$26.41 |
| | | 2021 (0.5%) | \$25.25 | \$26.29 | \$26.42 | \$26.54 |
| | | 2022 (3.35%) | \$26.09 | \$27.17 | \$27.31 | \$27.43 |
| | | 2023 | PAF | PAF | PAF | PAF |
| | | 2024 | PAF | PAF | PAF | PAF |
| | Fort McMurray Hanging Stone | Market Uplift (\$) | \$8.93 | \$8.93 | \$8.93 | \$8.93 |
| | | Current | \$33.68 | \$34.70 | \$34.83 | \$34.95 |
| | | 2020 (1.5%) | \$34.05 | \$35.09 | \$35.22 | \$35.34 |
| | | 2021 (0.5%) | \$34.18 | \$35.22 | \$35.35 | \$35.47 |
| | | 2022 (3.35%) | \$35.02 | \$36.10 | \$36.24 | \$36.36 |
| | | 2023 | PAF | PAF | PAF | PAF |
| | | 2024 | PAF | PAF | PAF | PAF |
| | Wandering River Slave lake | Market Uplift (\$) | \$3.05 | \$3.05 | \$3.05 | \$3.05 |
| | | Current | \$27.80 | \$28.82 | \$28.95 | \$29.07 |
| | | 2020 (1.5%) | \$28.17 | \$29.21 | \$29.34 | \$29.46 |
| | | 2021 (0.5%) | \$28.30 | \$29.34 | \$29.47 | \$29.59 |
| | | 2022 (3.35%) | \$29.14 | \$30.22 | \$30.36 | \$30.48 |
| | | 2023 | PAF | PAF | PAF | PAF |
| | | 2024 | PAF | PAF | PAF | PAF |
| | Wabasca | Market Uplift (\$) | \$1.02 | \$1.02 | \$1.02 | \$1.02 |
| | | Current | \$25.77 | \$26.79 | \$26.92 | \$27.04 |
| | | 2020 (1.5%) | \$26.14 | \$27.18 | \$27.31 | \$27.43 |
| | | 2021 (0.5%) | \$26.27 | \$27.31 | \$27.44 | \$27.56 |
| | | 2022 (3.35%) | \$27.11 | \$28.19 | \$28.33 | \$28.45 |
| | | 2023 | PAF | PAF | PAF | PAF |
| | | 2024 | PAF | PAF | PAF | PAF |

| | | Hourly Rate | % | Hrs/Year | Annual/Yrs. | Exp Level/Year Based on 2080 Hours/Yrs. |
|--------------------------|---|--------------|---------|----------|-------------|--|
| Heavy Equipment Mechanic | Labour / Mechanic Helper 1 (Not Registered as an Apprentice) | Current | \$16.40 | | \$33,280.00 | |
| | | 2020 (1.5%) | \$16.65 | | \$34,623.68 | |
| | | 2021 (0.5%) | \$16.73 | 2080 | \$34,796.80 | 0 |
| | | 2022 (3.35%) | \$17.29 | | \$35,962.49 | |
| | | 2023 | PAF | | PAF | |
| | | 2024 | PAF | | PAF | |
| | Labour / Mechanic Helper 2 (Not Registered as an Apprentice) | Current | \$18.45 | | \$37,440.00 | |
| | | 2020 (1.5%) | \$18.73 | | \$38,951.64 | |
| | | 2021 (0.5%) | \$18.82 | 2080 | \$39,146.40 | 3 |
| | | 2022 (3.35%) | \$19.45 | | \$40,457.80 | |
| | | 2023 | PAF | | PAF | |
| | | 2024 | PAF | | PAF | |
| | 1st year Apprentice | Current | \$20.30 | | \$41,184.00 | |
| | | 2020 (1.5%) | \$20.60 | | \$42,857.36 | |
| | | 2021 (0.5%) | \$20.71 | 60% 2080 | \$43,071.65 | 1-2 years exp |
| | | 2022 (3.35%) | \$21.40 | | \$44,514.55 | |
| | | 2023 | PAF | | PAF | |
| | | 2024 | PAF | | PAF | |
| | 2nd year Apprentice | Current | \$23.68 | | \$48,048.00 | |
| | | 2020 (1.5%) | \$24.04 | | \$49,993.22 | |
| | | 2021 (0.5%) | \$24.16 | 70% 2080 | \$50,243.18 | 2 years exp |
| | | 2022 (3.35%) | \$24.96 | | \$51,926.33 | |
| | | 2023 | PAF | | PAF | |
| | | 2024 | PAF | | PAF | |
| | 3rd year Apprentice | Current | \$27.06 | | \$54,912.00 | |
| | | 2020 (1.5%) | \$27.47 | | \$57,129.07 | |
| | | 2021 (0.5%) | \$27.60 | 80% 2080 | \$57,408.00 | 3 years exp |
| | | 2022 (3.35%) | \$28.52 | | \$59,331.17 | |
| | | 2023 | PAF | | PAF | |
| | | 2024 | PAF | | PAF | |
| | 4th year Apprentice | Current | \$30.45 | | \$61,776.00 | |
| | | 2020 (1.5%) | \$30.91 | | \$64,286.04 | |
| | | 2021 (0.5%) | \$31.06 | 90% 2080 | \$64,607.47 | 4 years exp |
| | | 2022 (3.35%) | \$32.10 | | \$66,771.82 | |
| | | 2023 | PAF | | PAF | |
| | | 2024 | PAF | | PAF | |
| | Journeyman Heavy Equipment Mechanic | Current | \$33.83 | | \$68,640.00 | |
| | | 2020 (1.5%) | \$34.34 | | \$71,421.90 | |
| | | 2021 (0.5%) | \$34.51 | 2080 | \$71,779.01 | 0 |
| | | 2022 (3.35%) | \$35.67 | | \$74,183.60 | |
| | | 2023 | PAF | | PAF | |
| | | 2024 | PAF | | PAF | |

| | | | | | | |
|----------------------------------|-------------------------------------|--------------|---------|------|-------------|------------------------------------|
| Heavy Equipment Mechanic (cont.) | Journeyman Heavy Equipment Mechanic | Current | \$34.86 | | \$70,720.00 | Trailer CVIP qualified |
| | | 2020 (1.5%) | \$35.38 | | \$73,596.43 | |
| | | 2021 (0.5%) | \$35.56 | 2080 | \$73,964.41 | |
| | | 2022 (3.35%) | \$36.75 | | \$76,442.22 | |
| | | 2023 | PAF | | PAF | |
| | | 2024 | PAF | | PAF | |
| | Journeyman Heavy Equipment Mechanic | Current | \$36.91 | | \$74,880.00 | All CVIP qualified |
| | | 2020 (1.5%) | \$37.46 | | \$77,924.39 | |
| | | 2021 (0.5%) | \$37.65 | 2080 | \$78,314.01 | |
| | | 2022 (3.35%) | \$38.91 | | \$80,937.53 | |
| | | 2023 | PAF | | PAF | |
| | | 2024 | PAF | | PAF | |
| | Journeyman Heavy Equipment Mechanic | Current | \$38.96 | | \$79,040.00 | Dual Qualified (HD and Automotive) |
| | | 2020 (1.5%) | \$39.54 | | \$82,252.35 | |
| | | 2021 (0.5%) | \$39.74 | 2080 | \$82,663.61 | |
| | | 2022 (3.35%) | \$41.07 | | \$85,432.84 | |
| | | 2023 | PAF | | PAF | |
| | | 2024 | PAF | | PAF | |

Appendix 1
Rates of Pay

Price Adjustment Factor (PAF)

In contract years designated as Price Adjustment Factor (PAF) on April 1st of each year the Employer shall increase the pay of all Employees using the Price Adjustment Factor provided by the Government of Alberta, Ministry of Transportation for the Contract Maintenance Area (CMA)

APPENDIX 2
Re 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.

Note: Apprentices upon completion of their apprenticeships must remain with the Company for one (1) year or reimburse all or part of the monies paid for their training. Every three (3) months of continuous service will delete the equivalent of one (1) year of a four (4) year prescribed program.

Addendum "A"

Waiver of Union Representation for Meeting Which May Result in Discipline.

I acknowledge that I was advised of the right to Union representation and had an opportunity to contact a Union Representative to attend this meeting with me.

My signature below is made by my free will and indicates I have decided against having a Union Representative attend with me.

| | | |
|----------------------------------|-------------------------------|---------------|
| _____ Employee's Name (print) | _____ Employee's Signature | _____ Date |
|----------------------------------|-------------------------------|---------------|

| | | |
|--|------------------------------|---------------|
| _____ Manager's Name (print) Or designate | _____ Manager's signature | _____ Date |
|--|------------------------------|---------------|

Note: The waiver must be presented and signed at each meeting following the Employee being advised of their right to Union representation and waived the right.

Signed on behalf of the Employer Emcon Services Inc. and on behalf of Alberta Union of Provincial Employees Local 118, Chapters 024, 025, 026 & 027.


IN WITNESS WHEREOF, the Parties have executed this Collective Agreement by affixing hereto the signatures of their proper officers in that behalf.

Signed this 25 day of NOV, 2022.

ON BEHALF OF EMCON SERVICES INC.



Frank RIZZARDO
President



WITNESS
Alexandra Doris Wozniak
Administrative Assistant

ON BEHALF OF THE ALBERTA UNION
OF PROVINCIAL EMPLOYEES





WITNESS

MEMORANDUM OF UNDERSTANDING #1

BETWEEN

EMCON SERVICES INCORPORATED

- AND -


**ALBERTA UNION OF PROVINCIAL EMPLOYEES
(ON BEHALF OF LOCAL 118 CHAPTERS 024, 025, 026 & 027)**

Re: Outstanding Grievances

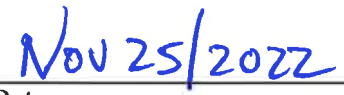
The parties agree to meet within sixty (60) days of ratification of the collective bargaining agreement to meet in an attempt to negotiate settlement on all outstanding grievances.



On behalf of the Employer
RICARDO Pres



On behalf of the Union



Date

November 28, 2022

Date


MEMORANDUM OF UNDERSTANDING #2
BETWEEN
EMCON SERVICES INCORPORATED
- AND -
ALBERTA UNION OF PROVINCIAL EMPLOYEES
(ON BEHALF OF LOCAL 118 CHAPTERS 024, 025, 026 & 027)

Re: Yard Closures

The Employer or the Provincial Government or Agency of the Government may close or relocate a yard.

These Employees shall be entitled to one of the following options:

- 1) Voluntary transfer to the new or relocated yard, provided a vacancy exists.
- 2) Options pursuant to Article 13.



On behalf of the Employer
FRANK RIZZARDO
President

NOV 25 / 2022

Date



On behalf of the Union

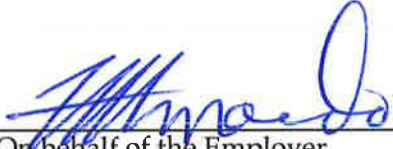
November 28, 2022


Date

MEMORANDUM OF UNDERSTANDING #3
BETWEEN
EMCON SERVICES INCORPORATED
- AND -
ALBERTA UNION OF PROVINCIAL EMPLOYEES
(ON BEHALF OF LOCAL 118 CHAPTERS 024, 025, 026 & 027)

Re: Minimum Accommodation Standards for Camps

The current camp arrangements as of December 10, 2016, including the accommodations, are acceptable to the Union.


On behalf of the Employer
FRANK RIZZARDO
President
NOV 25 / 2022
Date


On behalf of the Union

November 28, 2022
Date

MEMORANDUM OF UNDERSTANDING #4
BETWEEN
EMCON SERVICES INCORPORATED
- AND -
ALBERTA UNION OF PROVINCIAL EMPLOYEES
(ON BEHALF OF LOCAL 118 CHAPTERS 024, 025, 026 & 027)

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Re: Special Projects

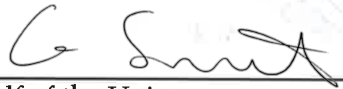
The Employer and the Union may agree to modifications to this agreement that will be beneficial to securing additional work.

Any modifications will be on a project-by-project basis without precedent.


On behalf of the Employer

FRANK RIZZARDO
President

NOV 25/2022
Date


On behalf of the Union

November 28, 2022
Date

MEMORANDUM OF UNDERSTANDING #5
BETWEEN
EMCON SERVICES INCORPORATED
- AND -
ALBERTA UNION OF PROVINCIAL EMPLOYEES
(ON BEHALF OF LOCAL 118 CHAPTERS 024, 025, 026 & 027)

Re: Training Guidelines

(a) *General Rules*


- (1) Trainees will be given a course outline and appropriate training manuals.
- (2) If a trainee has demonstrated the ability to accelerate through training, exceptions to the normal accumulation of training hours will be made.
- (3) Employees who voluntarily withdraw from the training program or those rejected from further training as per Article 30.3(c) will not be eligible for further training for a six (6) month period.
- (4) Trainees will keep a log of all training hours, signed by the trainer. When a trainee has completed the program, he shall receive a written statement to that effect.
- (5) Employees who have operated tandem trucks for five hundred (500) hours shall be permitted to demonstrate their proficiency to the Company. Upon successful demonstration of their proficiency, they will be given the opportunity to complete classroom training. Upon successful completion they will be considered qualified.


(b) *Required Training Hours*

The maximum required training hours for training shall be:

SAMPLE LIST

| | |
|------------------------------|---------------------------|
| Excavator..... | Withdrawn |
| Backhoe | 150 hours |
| Grader..... | 600 hours |
| Drill Truck..... | 250 hours |
| Tandem Truck Operators | 150 hours |
| Loader..... | 50 hours (non-production) |
| | 200 hours (production) |


On behalf of the Employer
FRANK RIZZARDO
Pres.
NOV 25, 2022
Date


On behalf of the Union

November 28, 2022
Date

MEMORANDUM OF UNDERSTANDING #6

BETWEEN

EMCON SERVICES INCORPORATED

- AND -

**ALBERTA UNION OF PROVINCIAL EMPLOYEES
(ON BEHALF OF LOCAL 118 CHAPTERS 024, 025, 026 & 027)**


Re: Minimum Staffing Level


1. As of September, 13, 2017, the Employer had the following number of Regular Employees (inclusive of those on approved leaves of absence) in these contract areas:

West=56
East=108
South=51

The numbers include the bridge crew (6 Employees) and mechanics (20 Employees, including 1 mechanical labourer and 3 apprentices).

2. The Employer shall maintain the number of Regular Employees listed in 1 above. In the event an existing Regular Employee resigns, dies, retires, is promoted, transfers, is dismissed or does not return to work from an approved leave of absence, the position shall be filled in accordance with Article 9.
3. In the event the Employer ceases operations or is not awarded the road maintenance contract for any or all contract areas above by the Government of Alberta, the minimum levels in the affected contract area(s) shall no longer apply.
4. This MOU does not apply to mechanic apprentices and to any future mechanic labourers once the current mechanic labourer ceases to be employed.
5. The Minimum Staffing levels set out in this MOU shall not increase by operation of Article 30.1.


On behalf of the Employer
FRANK RIZZARDO
Pres.
NOV 25/2022
Date



On behalf of the Union
November 28, 2022
Date

MEMORANDUM OF UNDERSTANDING #7
BETWEEN
EMCON SERVICES INCORPORATED
- AND -
ALBERTA UNION OF PROVINCIAL EMPLOYEES
(ON BEHALF OF LOCAL 118 CHAPTERS 024, 025, 026 & 027)

Re: Suspension of Driver's License


Driver's License Suspensions

The Employer recognizes its obligations concerning the duty to accommodate Employees who qualify pursuant to the Human Rights legislation in effect in Alberta from time to time.



On behalf of the Employer
FRANK RIZZARDO
President
NOV 25, 2022

Date



On behalf of the Union

November 28, 2022

Date

MEMORANDUM OF UNDERSTANDING #8
BETWEEN
EMCON SERVICES INCORPORATED
- AND -
ALBERTA UNION OF PROVINCIAL EMPLOYEES
(ON BEHALF OF LOCAL 118 CHAPTERS 024, 025, 026 & 027)

Re: Health Spending Account for Full Time Seasonal Employees

1. The Employer has requested from the Union a without prejudice waiver of definition #9(b) and any other applicable articles of the Collective Agreement related to the layoff of full time Seasonal Employees.
2. Please be advised that the Union hereby agrees to concede to this request, on a without prejudice basis. Hence we hereby confirm that the Union agrees that for the period commencing April 15, 2019 and ending October 31, 2024, the application as referred to in paragraph 1 above of the Collective Agreement will be suspended during such period, and for such period alone, the Employer may refrain from laying off a full time Seasonal Employee and the Union will not take the position that the status of such full time Seasonal Employee has been automatically converted into a Regular Full Time Employee simply by reason of the fact that during such period the contemplated full time Seasonal Employees has been employed for more than seven months.
3. Emcon will provide a Health Spending Plan (HSA) for the duration of the current Emcon Services Inc. (Formerly Carillion Canada Inc.) and the Alberta Union of Provincial Employees Collective Agreement (Locals 118: 024, 025, 026, 027) expiring October 31, 2024.
4. Each Employee referenced above will earn \$1.20 per regular hour worked to a cap of \$96.15 bi-weekly and a maximum of \$2500.00 per year.
5. The Health Spending Plan credits may be used according to Section 118.2(2) of the *Income Tax Act*.
6. Health Spending credits can be brought forward for one calendar year. Unused credits will no longer be available one year after they are earned.
7. HSA credits carried over from one year to the next will be the first credits used when a claim is made.
8. Claims must be made using the CoRe Group Benefits HSA Claim form, with the original receipts attached and mailed to:

CoRe Benefits & Management Services
#110-1121 McFarlane Way
Merritt, British Columbia, V1K 1B9
Tel. (250) 378-9872
Email: admin@coregroupbenefits.org
9. Claims must be received by CoRe Benefits within 18 months of the date of service on the receipt.


10. HSA claim expenses are reimbursed in their entirety, depending on the available credits. Requests for partial reimbursements cannot be accommodated.


On behalf of the Employer

FRANK RIZZARDO
President

Date

NOV 25 / 2022


On behalf of the Union

Date

November 28, 2022