

SUMMARY OF PROPOSED COLLECTIVE BARGAINING AGREEMENT IMPROVEMENTS

EMCON - LOCAL 118 CHAPTERS 024, 025, 026, 027

Wage Adjustments

Year 1 2020	Year 2 2021	Year 3 2022	Year 4 2023	Year 5 2024
1.5%	.5%	3.35%	PAF	PAF
All increases are effective April 1st of that year.				

On April 1st of contract years designated as Price Adjustment Factor (PAF), 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).

- It is of note that the Price Adjustment Factor can be verified through Alberta Transport.
- All increases are retroactive on Regular hours (straight time) for current Employees.

Employees have the option to apply all or part of their retroactive payment to their Health Spending Account (Seasonal Employees) or to an RRSP, thus making the retroactive payment non-taxable.

(Seasonal Employees) or to an RRSP through a flex spending account created for all employees just for this purpose.

Weekend Standby: When asked by the employer to be on Standby, employees will now receive standby pay whether or not they are called in to work.

Meal Allowance is increased from \$45/day to \$50/day. (Breakfast \$10; Lunch \$15; Dinner \$25)

Criminal Actions: Where an employee is charged with an offence resulting directly from the performance of his/her duties the Employer shall assume liability and provide legal representation at the Employer's cost.

Clothing & Safety Equipment

The Employer agrees to pay for: **(Bold is new)**

- **CSA**
- Safety Gloves;
- Safety or welding goggles and helmets;
- **Work boots, upon supply of receipt every twelve (12) months up to a maximum of \$100 for Regular and Full-Time Seasonal Employees who have worked 75% or more in the previous 12 months.**
- **An Employee working on a bridge crew shall receive a maximum of \$200 (yearly) upon supply of receipts for summer (\$100) and winter boots (\$100).**
- 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).
- Respirators where required
- Protective Hearing Devices

- **Winter Gloves**
- Where work is to be performed in inclement weather, the necessary rainwear and gloves shall also be made available.
- **Replacement of unserviceable items, will be made upon surrender of items to be replaced and evidence that replacement is necessary.**
- **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 vendor shall be compensated for sixty (60%) of the cost up to a maximum of one hundred twenty-five dollars (\$125.00).**
- **Trade qualified mechanics, apprentices and welders will receive an annual tool allowance of one hundred nineteen dollars and seventy-five cents (\$119.75).**
- **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.**
- **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.**
- **\$1000 to obtain a class 1 license (using an agreed to seniority based process); training is during work hours and the Employer will pay for the required yearly medical examination for employees who utilize their Class 1 license.**

In addition to these, significant improvements were made in a number of non-monetary articles including:

- New Article: Respectful Workplace – Includes definition of Bullying, Abuse of Authority, and others.
- Article 2 – Union Security, Recognition and Rights – Cleaned up some of the clauses.
- Article 4 – Dues checkoff – Expanded on required employee information to share with AUPE.
- Article 5 – Orientation – Increased AUPE Orientation time from 15 to 30 minutes
- Article 6 – Employer Rights – moved irrelevant clauses and cleaned up other parts of the article.
- Article 7 – Labour Management Committee – Improved language including the removal of “Grievances” as an appropriate topic for an LMC meeting.
- Article 8 – Grievance Procedure – SIGNIFICANT improvements including the removal of the “deemed abandoned” clause should the union miss a timeline.
- Article 10 – Discipline – Significant improvements including the addition of “Timely” Investigations, definition of “culpable misconduct”, disciplinary steps, right to union representation, 14 day timeline to issue discipline after investigation is complete, assumed removal of discipline documents after 24 months with an option, at the employer's discretion, to remove them after 12 months.
- Article 11 – Seniority - Seasonal Employees now receive Seniority.
- Article 14 – Hours of Work – A major amendment was made to ensure that employees receive “Standby Pay”. Additionally language was added to ensure equitable distribution of those who have to give up their weekends and be on Standby.
- Article 21 - Health and Safety – significant improvement to the “right to refuse dangerous work” language.
- Folding in of MOU #1 (employee clothing and equipment) into Article 25.
- New MOU – Attempted settlement of all outstanding grievances and if not settled, they continue through the grievance process.