

AGREEMENT

Between

Tahltan NST Busing Ltd.

(Hereinafter referred to as the "Employer")

Tahltan NST

and

**Canadian Union of Public Employees
Local 113-02**

(Hereinafter referred to as the "Union")

Table of Contents

ARTICLE 1 – Preamble.....	1
ARTICLE 2 – Definitions.....	1
ARTICLE 3 – Recognition and Representation.....	2
ARTICLE 4 – No Harassment or Discrimination.....	4
ARTICLE 5 – Management Rights.....	5
ARTICLE 6 – No Strike or Lockouts.....	5
ARTICLE 7 – Union Security.....	6
ARTICLE 9 – Wages and Premiums.....	7
ARTICLE 10 – Hours of Work.....	8
ARTICLE 11 – Overtime.....	9
ARTICLE 12 – Employee Benefits.....	10
ARTICLE 13 – Pension Plan.....	13
ARTICLE 14 – Sick Leave.....	15
ARTICLE 15 – Vacation.....	15
ARTICLE 16 – Leaves.....	17
ARTICLE 17 – Paid Holidays.....	21
ARTICLE 18 – Fees and Allowances.....	23
ARTICLE 19 – Posting of Positions.....	23
ARTICLE 20 – Seniority.....	24
ARTICLE 21 – Probationary Employees.....	27
ARTICLE 22 – Layoffs and Recalls.....	27
ARTICLE 23 – Grievance Procedures.....	28
ARTICLE 24 – Arbitration Procedure.....	31
ARTICLE 25 – Discipline, Discharge and Personnel Records.....	32
ARTICLE 26 – Health and Safety.....	34
ARTICLE 27 – Operational Change.....	35
ARTICLE 28 – Term of Agreement.....	36
SCHEDULE "A" Classifications and Wages.....	37

ARTICLE 1 – PREAMBLE

1.01 Whereas it is the desire of both parties to this Agreement concerning the commercial drivers performing exclusively to the Brucejack Mining project:

- a) To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union.
- b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- c) To encourage efficiency in operation.
- d) To promote the morale, well-being and security of all the Employees in the bargaining unit of the Union.
- e) Both parties agree to act in a fair and reasonable manner.

1.02 And whereas it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the Employees be drawn up in an Agreement;

Now, therefore, the parties agree as follows:

1.03 Collective Agreement Information

Either Party may give to the other, not more than ninety (90) days, not less than sixty (60) days written notice of its intention to open the Agreement prior to its expiry date of March 31, 2029 and

The Parties hereto agree to meet and bargain collectively within two (2) weeks of such notice, with a view to the renewal of said Agreement.

This Agreement provides for its continuance during this term of collective bargaining. There shall be no strike or lockout for the term of this Agreement, and thereafter, until proper notice has been given according to Section 60 of the Labour Relations Code.

ARTICLE 2 – DEFINITIONS

- a) Employee is any person employed full or part-time by the Employer in one of the positions listed in Schedule A.
- b) Employer is Talhtan NST Busing Ltd (TNST).
- c) Probationary Employee is an Employee who has not successfully completed the 480 hour requirement of the probationary period.
- d) Regular Full-time Employee is an Employee occupying a position listed in Schedule A who has successfully completed the probationary period and who works a regular full-time work schedule.
- e) Regular Part-time Employee is an Employee occupying a position listed in Schedule A who has successfully completed the probationary period and who regularly works less than the normal work week of the regular full-time Employee.
- f) "Union" is the Canadian Union of Public Employees, Local 113-02.

ARTICLE 3 – RECOGNITION AND REPRESENTATION

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees as the sole and exclusive bargaining agent for all Employees employed at the Brucejack Mining Project, and at Tahltan NST Busing Ltd., save except those excluded by the *Code*.

3.02 Work of the Bargaining Unit

Persons whose jobs (paid or unpaid) are not in the bargaining unit will not work on any jobs which are included in the bargaining unit except in cases mutually agreed upon in writing by the parties.

3.03 No Contracting Out

The Employer will not contract out bargaining unit work; only Employees hired according to the process specified in Article 19 – Posting of Positions may perform bargaining unit work.

3.04 No Other Agreements

No Employee will be required or permitted to make any written or verbal agreement with the Employer or their representatives, which may conflict with the terms of this Agreement. No individual Employee or group of Employees will undertake to represent the Union at meetings with the Employer without proper authorization from the Union.

3.05 Crossing of Picket Lines During a Strike

An Employee covered by this Agreement will have the right to refuse to cross a picket line or refuse to do the work of striking or locked out Employees, or refuse to handle goods from an employer where a strike or lockout is in effect. Failure to cross such a picket line or to perform the work of striking or locked out Employees or to handle goods from an employer where a strike or lockout is in effect by a member of this Union will not be considered a violation of this Agreement, nor will it be grounds for disciplinary action, other than loss of wages for the period involved. Any Employee who exercises their right under this Article will notify the Employer immediately.

3.06 Employee Contact Information

The Employer will provide to the Union a list of all the Employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), work e-mail, and, if available, personal e-mail. The list will also indicate the Employee's work site and employment status (such as full-time, part-time, temporary, seasonal, casual), and if the Employee is on a leave of absence, the nature of the leave. The Employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Executive on a quarterly basis.

3.07 Union Orientation Sessions

a) Potential Employees

During the interview process, the Employer will advise potential Employees that a collective agreement is in effect and will inform them of the conditions of employment set out in the articles dealing with Union Security and Dues.

b) New Employees

On commencing employment in a position within the bargaining unit, the Employee's immediate supervisor or another representative of the Employer will introduce the new Employee to their Union Steward or Representative, as designated by the Union. The representative designated by the Union will be given an opportunity to meet privately with each new Employee during the first month of employment to acquaint them with the structure, benefits, and duties of Union membership. A maximum of sixty (60) minutes will be allowed for this purpose within regular working hours and without loss of pay for either Employee.

c) Orientation Sessions

Where the Employer conducts staff orientation sessions, the Union will be provided an hour during such session to make a presentation about membership in the Union. The Employer will leave the room during the Union presentation. The Union will provide the Employer with copies of materials used in such session and will not disparage the Employer during the presentation.

d) Notification of new hires

The Union will be notified of the full name, job title/classification and employment status (e.g. full-time, part-time, temporary, seasonal, casual), start date and work location of all Employees hired into the bargaining unit prior to their first day of employment.

e) Regular Staff Meetings

During any staff meeting, the Union will be provided an opportunity to make Union announcements. On an as needed basis, the Union will be provided an opportunity to hold a meeting with the Employees in the bargaining unit at the conclusion of a staff meeting of the Union's choosing or meetings if needed in order to meet with all departments. One (1) hour at the end of each respective meeting will be allowed for this purpose, without loss of pay to those in attendance. Those Employees outside of the bargaining unit will not be in the room during the Union's meeting.

3.08 Access to Work Site

a) Union Meetings

The Employer will permit the use of its premises for the purpose of Union meetings without cost to the Union.

b) Work Site Access

The Representative designated by the Union will be given access to work sites to meet with Employees covered by this Agreement during their meal and other scheduled breaks, whether paid or unpaid.

3.09 Right of Fair Representation

The Union will have the right at any time to have the assistance of Representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such Representatives will have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement.

3.10 Bulletin Boards

The Employer will provide a Union board in each work site. In multi-floor buildings, a Union board will be located on each floor. These boards will be located in areas that are highly visible to Employees. The boards will be used solely for postings by the Union. The Parties agree to explore options for display.

3.11 Union Logo

Union Members shall be entitled to wear a lapel pin displaying the Union logo as well as have the CUPE Union logo displayed on personal hats and shirts.

3.12 Copies of the Agreement

The Employer shall arrange to print sufficient copies of the Collective Agreement within thirty (30) calendar days from the date it receives the signed copy of the Collective Agreement. The Union and the Employer shall share the cost of printing equally.

ARTICLE 4 – NO HARASSMENT OR DISCRIMINATION

4.01 No Discrimination

The Employer and the Union agree that all Employees will be protected against discrimination respecting their human rights and employment in all matters including age, race, colour, religion, creed, sex, sexual orientation, pregnancy, physical disability, mental disability, illness, or disease, ethnic, or national or aboriginal origin, family status, marital status, source of income, political belief, affiliation or activity, membership in a professional association, business, or trade association, Employers' organization or Employees' organization, physical appearance, residence, or the association with others similarly protected or any other prohibition of the Human Rights Code.

4.02 Personal Harassment

Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. A single incident, if serious enough, can be sufficient to support an instance of harassment.

Harassment can be either psychological or physical or it can be a combination of both. It is any behaviour, whether deliberate or negligent, which denies individuals their dignity and respect, is offensive, threatening, embarrassing, or humiliating to the individual and adversely affects the working environment.

4.03 Sexual Harassment

- a) Sexual Harassment by an Individual: Sexual harassment may occur irrespective of gender and is:
- i. Unwanted attention of a sexually oriented nature, made by a person who knows or ought reasonably to know that such attention is unwanted; and/or
 - ii. An implied or expressed promise of reward for complying with or submitting to a sexually oriented request or advance; and/or
 - iii. An implied or expressed threat of reprisal for not complying with or submitting to a sexually oriented request or advance.

- b) Hostile Environment: Sexual harassment may also be engaging in a course of sexual comment or conduct that is known or ought reasonably to be known to be unwelcome. This form of sexual harassment may affect individuals or groups. It may be based on gender or sexual orientation. It may take the form of excluding an individual or a group from rights and/or privileges to which they are otherwise entitled.
- c) The Employer agrees to develop, jointly with the Union, a policy against sexual harassment and make all management personnel and Employees aware that violations of the policy will be subject to disciplinary action. The Employer also agrees to include the subject of sexual harassment in staff or management training sessions.
- d) Cases of sexual harassment will be considered as discrimination and will be eligible to be processed as grievances.
- e) Where the alleged harasser is the person who would normally deal with the first step of such grievances, the grievance will automatically be sent forward to the next step.
- f) No information relating to the grievor's personal background, lifestyle or mode of dress will be admissible during the grievance or arbitration process.
- g) The Employer recognizes the principle that it is their responsibility to maintain a discrimination-free workplace. Therefore, where sexual harassment has been proven, an Arbitration Board will have the additional power to levy a penalty on the Employer.

ARTICLE 5 – MANAGEMENT RIGHTS

5.01 Management Rights

The Union recognizes that it is the right of the Employer to exercise the regular and customary function of the Employer and to direct the working forces, subject to the terms of this Agreement. The question of whether any of these rights are limited by this Agreement will be decided through the grievance and arbitration procedure.

All employees will abide by the National Safety Code and/or the Passenger Transportation Branch Motor Carrier Act, and the Criminal Code.

ARTICLE 6 – NO STRIKE OR LOCKOUTS

6.01 No Strikes or Lockouts

In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the life of this Agreement, there will be no strike, and the Employer agrees that there will be no lockout, in accordance with Provincial Government Laws and Regulations.

ARTICLE 7 – UNION SECURITY

7.01 Union Security

All persons hired by the Employer will apply to the Union to become members thereof by the pay period immediately following completion of thirty (30) calendar days of employment.

All present Employees who are now members of the Union and those Employees who subsequently become members of the Union will remain members of the Union as a condition of employment provided that no Employee will be deprived of employment by reason of loss of membership in the Union for reasons other than failure to pay the regular Union dues that all other members of the Union are required to pay to the Union nor will any Employee be deprived of employment by reason of the refusal of the Union to admit such Employee to membership in the Union.

7.02 Union Dues Deduction and Remittance

a) Union dues deduction and remittance

The Employer will deduct dues, initiation fees, and assessments as set by the Union from each pay of all Employees covered by this Collective Agreement. Such deductions will be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees no later than the 10th day of the month following the one in which they were deducted.

b) Dues supporting documentation

Along with the deductions, the Employer will provide:

- A completed Union dues remittance form, supplied by the Union, and
- An electronic spreadsheet indicating the pay period covered by the deduction and the following information for all Employees from whose wages the deductions have been made: name, employment status (such as full-time, part-time, temporary, casual), classification/job title, work location, regular earnings, hours worked, and dues deducted.

The Employer will also send a copy of the Union dues remittance form and spreadsheet to the Local Union Secretary-Treasurer.

c) Delay in remitting

For any period of delay in remitting the sums listed in this Article, the Employer will pay the Union interest at the rate of prime plus two (2) per cent per month, or prorated if less than a month.

d) T-4 slip

The Employer will report the yearly number of dues paid by each Employee on the Employee's T-4 slip or any other legal reporting requirement which replaces the requirement to report dues remitted on a T-4 slip in the future.

ARTICLE 9 – WAGES AND PREMIUMS

9.01 Pay Days

The Employer will pay salaries/wages bi-weekly in accordance with Schedule "A" hereto and forming part of this Agreement. On each pay, each Employee will be provided with an itemized statement of their salary/wages overtime and other supplementary pay and deductions.

9.02 Payroll Error

A payroll error resulting in underpayment will be rectified by the Employer within three (3) business days of being notified.

9.03 Payment of Wages

- (a) Payment of Wages shall be on a bi-weekly basis with every second Friday being pay day. Any alteration of time slips shall be brought to the attention of the employee affected.
- (b) Commercial Drivers shall receive, during their 480 hour probationary period, the applicable rate.
- (c) An employee will receive sixty percent (60%) of the regular rate for training. However, employees receiving training outside revenue service, at the request of the Company, shall receive seventy percent (70%) of their normal rate should they participate in said voluntary training. Should the Company require an employee to attend training outside their normal hours, the employee shall receive their normal rate of pay. It is understood that training or meetings held according to this Article are not intended to reduce an employees' normal earnings. If the training or meeting does affect the employees' normal earnings, they will be paid at their regular rate, regardless of whether the Company requested, or required, the training or meeting.
- (d) When an employee is required to do a task that is at a lower rate of pay than their classification, the employee will be paid at their higher rate. If an employee is required to do a task that is at a higher rate of pay, the employee shall be paid the higher rate.
- (e) When an employee is required to make out an accident report they shall be paid their regular rate of pay for the time it takes to complete same, provided, that no disciplinary action is taken towards the employee as a result of the accident.
- (f) Call-ins: If an employee is called in by the Company outside their normal working hours, for an interview for any purpose other than completing an accident report, they shall be paid at straight time rates for the time of such an interview.
- (g) Drivers attending Company mandated training and/or safety meetings on their regular work day, will be paid at the hourly rate for all time in attendance with a minimum of one hour pay. Drivers attending Company meetings, as outlined above, on a day off will be paid for all time in attendance with a minimum of two (2) hours pay. The Company will attempt to coordinate training sessions with the start or finish of an employee's work assignment.

ARTICLE 10 – HOURS OF WORK

10.01 Choosing of Work

- (a) Employees shall pick their work according to classification/seniority. The senior Union employee shall choose any work they are qualified to do in their driver classification, followed by the next senior employee and so on until all work is filled.
- (b) The Company agrees that in the event that additional work or shifts become available or when a vacancy exists because of deaths or resignations or if runs or shifts are curtailed, a new sign-up will immediately be posted in order that the employees may have ample opportunity to pick the available work, according to seniority.
- (c) A new sign-up shall take place of all available work at least bi-weekly.
- (d) Drivers may trade days with no penalty to the Company, provided that the Company is notified in writing forty-eight (48) hours in advance.
- (e) A weekly work schedule, including casual work, shall be posted in the Driver's Room, as well as emailed to all employees, on the Thursday prior to Sunday commencement of schedule.

10.02 Work Definitions

Regular work will be defined as work that is regularly scheduled.

10.03 Choice of Additional Work – Regular Company Employees

Brucejack Drivers will be considered for possible work opportunities outside of the Brucejack Mining project. Such opportunities will not interfere with employee's regular scheduled Brucejack work. Opportunities will be offered in a fair and equitable manner, according to seniority.

Supervisory staff shall only be used when there are no qualified Union members available.

In the event a shift is known to be vacated for any reason (except termination) for at least five (5) working days, the said shift shall be made available for sign up by all qualified employees for the period of the absence, provided there is no impact with respect to days off, to the Company regarding weekly or bi-weekly guarantees or overtime to any employee affected by this sign-up and the same shall apply in reverse when the employee returns to their work.

10.04 Hours of Work

- (a) The minimum for all full-time Operators shall be 120 hour guarantee over a three (3) week period, paid at eighty (80) hours bi-weekly.
- (b) All report times to the shop for all work will be posted, in addition to the leave garage time for each run. Changes to the schedule will be communicated in a timely manner.
- (c) It is understood any overtime shall not count to an employee's weekly guarantee except in the case where a guarantee would be paid.
- (d) A three and a half (3 ½) hour call out will be paid for any work between 11:30 p.m. and 6:00 a.m.

10.05 Notice of Schedule

The hours of work of each employee shall be posted at least two (2) weeks in advance. The schedule will not be changed without the consent of the employee involved.

10.06 Pre-Trip Inspection and Reporting Time

- (a) A Driver reporting late shall have the time late deducted from their pre-trip inspection time, and may at the Company's option, have their shift reassigned.
- (b) All report times to the shop for regular work and all other work, when possible, will be posted in addition to the departure times for each run.
- (c) The Company will advise Drivers at least one (1) hour before any run cancellation. Should the Driver not be notified as above, they will be entitled to a one (1) hour call out.

ARTICLE 11 – OVERTIME

11.01 Definition (Overtime)

All time worked during regularly scheduled days off in the two and one rotation, will be considered over-time and paid accordingly.

11.02 Overtime Pay

Overtime opportunities shall be divided equally among the employees who are willing and qualified to perform the work that is available. Overtime work will be paid for at the rate of time and one half unless another rate is specifically stated.

11.03 Reporting Pay

An Employee reporting for work on their regular shift will be paid their regular rate of pay for the period worked.

11.04 Meals

In the event that Driver accommodations are away from camp, the following meal per diem shall apply per day:

Breakfast	\$20.00
Lunch	\$20.00
Dinner	\$35.00

* Drivers will be entitled to four (4) meals per round trip which requires an overnight stay.

Round trips more than twelve (12) hours – three (3) meals.

In-bound days \$40.00 Meal allowance.

Out-bound days \$55.00 Meal allowance.

Fly-days \$40.00 Meal allowance.

Smithers Run \$40.00 Meal allowance. (Fly-in/out drivers only)

* Drivers are entitled to a single occupancy room while at the Wildfire Camp (Brucejack Mining Project)

11.05 No Lay-Off to Compensate for Overtime

There shall be no layoff of regular hours to equalize any overtime which the Employee has worked.

ARTICLE 12 – EMPLOYEE BENEFITS

12.01 Disclosure of Information

The Union shall be provided with a current copy of the master policy of all insured benefits. The Employer shall provide a brochure describing all benefit plans to all Employees.

12.02 Employee Benefit Plan – Provided by Sunlife

The Parties to this Agreement upon ratification shall share the cost of an Employee Benefit Plan providing for the following benefits with the Employer paying eighty-five percent (85%) of the cost and the full-time employee paying fifteen percent (15%) of the cost. (Benefits shall be effective only after the probationary period).

- (a) Medical and Surgical benefits under Medical Services Association Plan covering employees and dependents.
- (b) Weekly Indemnity Benefits providing for sick pay of seventy-five percent (75%) of wages for twenty-six (26) weeks for employees off on account of sickness or accident. Weekly benefits to commence with the fourth (4th) day of sickness and the first (1st) day of accident not covered by Workers' Compensation. Employees off on account of sickness and accident may be required by the Company to produce medical evidence of disability. When an employee is sick for eight (8) working days or more, they shall be paid back from the first day of illness. Employees who use any sick days shall, when they return to work, accumulate sick days at the rate of two (2) days per month for each month worked, up to a maximum of twenty-six (26) weeks as provided above. Should an employee use any portion or all of their twenty-six (26) weeks and return to work for a period of twelve (12) months from the date of their last sickness, they shall have the full twenty-six (26) weeks reinstated.

Employees shall be entitled to use their banked time as bridging days until covered by Weekly Indemnity Benefits.

If the Company requests a medical certificate for an employee illness, the Company shall reimburse the employee one hundred (100%) percent for medical notes required to initiate a Weekly Indemnity claim and one hundred (100%) percent of all other notes, upon presentation of appropriate receipt.

A full-time employee shall not be eligible for Weekly Indemnity benefits if they are injured and receive lost wages from another party.

At the request of the Company, a medical certificate must be presented by an employee upon return to work when that employee is away from work for reasons of illness or medical leave in excess of three (3) consecutive working days.

- (c) Group Life Insurance of thirty-five thousand dollars (\$35,000.00) plus double indemnity in case of accidental death or dismemberment.

- (d) The Company agrees to provide a Dental Plan for all eligible full-time employees and their dependents only, with the premiums shared as eighty-five percent (85%) by the Company, fifteen percent (15%) by the employee. The benefits under the plan will be equivalent to those offered by CU&C in Plan A [eighty percent (80%) co-insurance] and Plan B [fifty percent (50%) co-insurance]. Eligibility shall be defined as one (1) year continuous employment calculated from the employees' anniversary date of hire. Plan C (50% co-insurance) Lifetime Benefit for each person covered under the Plan).
- (e) Employees who have been on a long-term disability (LTD) for a period of twenty-six (26) weeks will be laid-off and will be subject to recall, as herein provided, for a further period of eighteen (18) months, with full seniority rights accorded. If the employee is unable to return to work, the said employee may be terminated. An employee who is able to return to work within the above stated period of eighteen (18) months, must provide a medical certificate stating they are fit for work. They shall be reinstated upon the first available vacancy or sign-up, whichever comes first, in their classification.
- (f) The Company shall upon request, issue a bus pass to all Transit Drivers for the purpose of travel to and from work by the employee only.
- (g) Medical Travel Costs within BC for full-time employees and their dependents eighteen (18) years or under, and for a spouse not working, subject to referral by their doctor for treatment within BC that is not available in their area. The employee must apply, in advance, for the travel benefit, by providing a letter from their physician supporting the request. The Company will make flight arrangements.

It is understood that these flight arrangements are on a least cost basis and as soon as the employee knows that they may be travelling, they will advise the Company in writing of the date they must be at their appointment, and also the date they will be returning in order that pre-booking savings can be realized. There will be a cap of six (6) round trips in any calendar year for the Company as a whole. It is agreed that this benefit is shared according to Article 12.02 above and that once a ticket has been purchased, the employee will be responsible for their portion of the fare.

- (h) The Company will provide vision (eyeglasses) coverage to all full-time employees, and their dependents, children to the age of nineteen (19) to the amount of five hundred dollars (\$500.00) every two (2) years per employee, upon presentation of receipts for payment of prescription eyewear. This coverage includes reading glasses.
- (i) The Company shall, upon written request, on a form provided by the Employer, pay for flu shots for all employees.
- (j) The Company shall, upon written request prior to the course being taken, pay for basic first-aid training for all Drivers. Such training shall take place on non-instructional days (NID's) and employees taking such training shall be paid their regular wages for that day up to a maximum of eight (8) hours.
- (k) An employee who is off on Weekly Indemnity (W.I.) and cannot return to work for the next eighteen (18) months as provided for in clause (e) shall have their seniority protected and the senior casual replacing the said employee during their leave shall not be eligible for benefits until the position is permanently vacated as provided for in clause (e).

(l) An employee who is laid off due to lack of work is not entitled to Weekly Indemnity (W.I.) Benefits during the period of layoff, unless that person is qualified and available (unless due to circumstances beyond the person's control) for other work available through the layoff period.

(m) **Medical Exams**

Whenever it becomes necessary for an employee to undertake a medical test for the renewal of their operation license, the Company will reimburse the employee fifty percent (50%) of the cost of the exam up to a maximum of one hundred and twenty dollars (\$120.00).

(n) Annually the Company will post/provide members details of the benefit plan. Should an employee be denied benefit coverage, the Employer will provide contact information so the employee may question the reasons for denial.

(o) Casual employees shall receive forty cents (\$0.40) per hour in lieu of benefit coverage. The benefit outlined in Article 20.04 are not applicable to casual employees.

12.03 Changes to Benefits

The parties agree that the benefit plans may only be altered or amended by the mutual agreement of both parties.

12.04 Responsibility

The Employer is responsible for the administration and application of the benefit plans and any difference arising with respect thereto will be disposed of in accordance with the grievance and arbitration procedures of this agreement.

12.05 Change of Carriers

It is understood that the Employer may at any time substitute another carrier for any plan, provided the benefits remain the same. Before making such a substitution, the Employer shall notify the Union to explain the proposed change and to ascertain the views of the Employees. Upon request by the Union, the Employer will provide to the Union full specification of the Benefit Programs contracted for and in effect for Employees covered herein.

12.06 Overage Dependents

Extended health and dental benefit coverage is extended to dependent children up to age twenty-five (25), who are enrolled full-time in school.

12.07 Continuation of Benefits

The Employer shall continue to pay its cost for insured benefit plans, as follows:

- i) While on paid leave of absence
- ii) While on pregnancy and parental leave
- iii) While absent due to illness
- iv) While on recall

The Employer will also maintain the Employee's dependents' health benefits, at the pre-death level, for a period of six (6) months, following the death of a full-time Employee, other than a retiree.

12.08 Improvements from Savings

The Employer shall give notice to the Union of any dividend, premium reduction, experience rebate or other savings from the benefit plans, including as a result of legislative action. The amount of the saving will be used to increase other benefits available to the Employees, as may be mutually agreed between the parties, or will be passed on to the Employees in the form of increased wage or salary rates.

ARTICLE 13 – PENSION PLAN

13.01 CUPE Multi-Sector Pension Plan

(a) CUPE Multi-Sector Pension Plan

“Plan” means the Multi-Sector Pension Plan

“Applicable Wages” means the basic straight time wages for all hours worked and in addition:

- i) The straight time component of hours worked on a holiday; and
- ii) holiday pay, for the hours not worked; and
- iii) vacation pay; and
- iv) sick pay paid directly by the Employer (but not short-term indemnity payments paid by an insurer) which results in the employee receiving full payment for the hours missed due to illness. Applicable wages include any sick pay which and employee is permitted to receive in cash despite not having been absent from the workplace.

All other payments, premiums, allowances, and similar payments are excluded.

“Eligible Employee” means all employees in the Bargaining Unit who have completed their probationary period.

- (b) Each Eligible Employee shall contribute for each pay period an amount equal to four percent (4%) of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to four percent (4%) of Applicable Wages to the Plan.
- i) Commencing March 31, 2018 each Eligible Employee shall contribute for each pay period an amount equal to five percent (5%) of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to five percent (5%) of Applicable Wages to the Plan.
- (c) The employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.
- (d) The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute toward the cost of benefits provided by the Plan or be responsible for providing any such benefits.

The Parties acknowledge and agree that under current pension legislation, and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is

required to contribute only that amount as required by the Collective Agreement in force between the Parties.

It is understood and agreed by the Parties that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the Collective Agreement then in force, the Parties will negotiate a method to relieve the Employer of this increased obligation to the extent that any such obligations exceed that which the Employer would have if the Plan were a defined contribution plan.

- (e) The Employer agrees to provide to the Plan Administrator on a timely basis with all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, and *Income Tax Act* (Canada) with the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form it shall be provided in such form to the Plan if the Administrator so requests.

For further specificity, the items required for each Eligible Employee by Article 13.01 (e) of the agreement are:

i) To Be Provided Once Only at Plan Commencement

- Date of hire
- Date of birth
- Date of first contribution
- Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)
- Gender

ii) To be Provided with Each Remittance

- Name
- Social Insurance Number
- Monthly Remittance
- Pensionable Earnings
- YTD Pension Contributions
- Employer portion of arrears owing due to error, or late enrolment by the Employer

iii) To Be Provided Initially and as Status Changes

- Full address
- Termination date when applicable (MM/DD/YY)
- Marital Status

iv) To be Provided Annually but no later than December 1

- Current complete address listing

Any additional information requests, beyond that noted above, may be provided, if possible, by the Employer at the expense of the Plan, unless the Employer is obligated by law to provide the information.

- (f) The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust dated February 13, 1990 and the rules and regulations of the Plan adopted by the Trustees, both as may be amended from time to time.

ARTICLE 14 – SICK LEAVE

14.01 Sick Leave Defined

Sick leave means the period of time an Employee is permitted to be absent from work with full pay because of illness or an accident, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

For the purpose of this Article, the word "month" means a calendar month, and the word "sick leave" includes injury and/or any other physical incapacity.

14.02 Proof of Illness

Following three (3) consecutive days of illness, an Employee may be required to provide a doctor's certificate, certifying that the Employee was unable to carry out their duties due to illness. If there is a cost to the Employee for the medical certificate, it will be paid for by the Employer.

14.03 Sick Leave during Leave of Absence

When an Employee is given leave of absence without pay for any reason (except pregnancy and parental leave) or is laid off on account of lack of work and returns to work upon expiration of such leave of absence, etc., they will not receive sick leave credit for the period of such absence, but will retain their cumulative credit, if any, existing at the time of such leave or lay-off.

14.04 Sick Leave Record

Any Employee is to be advised, on application, of the amount of sick leave accrued to their credit.

14.05 Notification to Employer

An Employee who is unable to report for duty on their scheduled shift will notify the Employer of this fact in advance of the commencement of their scheduled shift; provided that this requirement will be waived by the Employer where the Employee was unable to give such notice due to circumstances beyond their control.

14.06 Medical Care Leave

Employees may be allowed to use accumulated sick leave credits in order to engage in personal preventative medical health and dental care. Permission will not be unreasonably withheld provided adequate notice is given in advance.

ARTICLE 15 – VACATION

15.01 Vacations

- a) All full-time employees having one (1) year's service or more prior to the first day of January in any one (1) year, shall be entitled to two (2) weeks' vacation with pay before the next first day of January, provided nevertheless, that all employees who enter the service between January 1st and December 31st, in any one (1) year will receive the following year, after completing twelve (12) months service a vacation of one twelfth (1/12) of the normal vacation pay, described herein for each month worked in the year which said employee entered the service of the Company.

Employees shall be entitled to take one (1) week vacation after six (6) months service.

- b) All full-time employees who complete two (2) or more years of service with the Company shall be entitled to three (3) consecutive weeks' vacation with pay in the calendar year, which marks their second anniversary of service with the Company for all subsequent years. Notwithstanding anything contained in this agreement.
- c) All full-time employees, who have completed eight (8) or more years of service with the Company, shall be entitled to four (4) consecutive weeks vacation with pay in the calendar year which marks their eighth (8th) anniversary of service with the Company and for all subsequent years.
- d) All full-time employees, who have completed seventeen (17) or more years of service with the Company, shall be entitled to five (5) consecutive weeks' vacation with pay in the calendar year which marks their seventeenth (17th) anniversary of service with the Company and for all subsequent years.
- e) The pay for two (2), three (3), four (4), or five (5) weeks' vacation shall be four percent (4%), six percent (6%), eight percent (8%) or ten percent (10%) of the gross earnings, excluding taxable benefits, of an employee.
- f) Vacation periods shall be chosen according to seniority in accordance with Article 20 herein. Vacation shall be granted during the months of June, July, and August, but periods may extend into September, if necessary and employees may choose other months if they so desire. The Company agrees that vacations of less than three (3) weeks shall not be split unless the employee concerned agrees to such split. Vacations to be chosen by classification in each location.
- g) Vacation pay to regular full-time employees can, upon request, be paid one (1) week prior to the commencement of the annual vacation.
- h) All employees who have completed fifteen (15) years of service with the Company shall be entitled to, subject to operational requirements, upon request, a leave of absence without pay of one (1) week.
- i) Employees may only use the vacation pay accrued at the time the vacation commences. The Company will not run a negative vacation accrual balance. If the vacation entitlement exceeds the vacation accrual, the remaining portion may be taken as unpaid vacation time.
- j) All casual employees shall be paid four percent (4%) of total earnings as annual vacation pay, and payments for the year shall be made at the end of June each year, or upon request. Upon completion of five (5) years' service, they shall be paid six percent (6%) of total earnings as vacation pay and such payment shall be made at the end of June each year, or upon request, subject to option to payment on every pay.

15.02 Carry-Over of Vacation

Employees vacation will be accrued hourly and identified on their bi-weekly pay slips. Each employee must take as vacation, half of their vacation entitlement annually following a calendar year. No vacations will be paid out without taking time off before half of the employee vacation entitlement has been taken as time off.

15.03 Vacation Scheduling

Preference of scheduling for vacation will be based on seniority and, in the case of equal seniority, the first submitted will be given preference.

Vacation dates will be requested by February 1st for the period of May 1st to October 31st, and by September 1st for the period of November 1st to April 30th.

15.04 Unbroken Vacation Period

An Employee will be entitled to receive their vacation in an unbroken period unless otherwise mutually agreed upon between the Employee concerned and the Employer.

15.05 Approved Leave of Absence During Vacation

Where an Employee qualified for sick leave, bereavement, or any other approved leave during their period of vacation, there will be no deduction from vacation credits for such absence. The period of vacation so displaced will either be added to the vacation period or reinstated for use at a later date, at the Employee's option.

15.06 Vacation Pay on Termination

An Employee terminating their employment at any time in their vacation year before they have had their vacation will be entitled to a proportionate payment of salary or wages in lieu of such vacation.

ARTICLE 16 – LEAVES

16.01 Family Responsibility Leave

An employee is entitled up to five (5) days of unpaid leave during each employment year to meet responsibilities related to

- (a) the care, health, or education of a child in the employee's care, or
- (b) the care or health of any other member of the employee's immediate family.



16.02 Compassionate Leave

Employees will be granted a leave without pay of up to twenty-seven (27) weeks to care for a seriously ill or seriously injured family member. This leave is in addition to all other existing leave provisions in the Collective Agreement. During the leave, the Employee will continue to accumulate all benefits and seniority under the Collective Agreement. If the Employee chooses to make contributions for the period of the leave to the pension or benefit plan, the Employer will pay the Employer's contributions for the same period. On return from leave. Employees will be placed in their former position.

The Employee may request an extension to the leave in writing should circumstances warrant. Approval of an extension will not be unreasonably denied. During an extended leave, the Employee will continue to accrue all benefits and seniority.



16.03 Adoption, Pregnancy and Parental Leave

Adoption, pregnancy, and parental leave will be granted to a maximum of up to eighteen (18) months of unpaid leave. Adoption, pregnancy, and parental leave requests will be in writing and will state the last day to be worked and the expected date of return to work.

Employees on adoption, pregnancy and parental leave will continue to accrue seniority and service for service-related benefit entitlements.

When an Employee is off work on adoption, pregnancy and parental leave, the Employer will continue to make its share of the premium payments for the benefit plans in which the Employee is enrolled prior to the commencement of the leave.

Employees returning from adoption, pregnancy and parental leave will return to their former position.



16.04 Bereavement Leave

- a) In the event of death of an employee's spouse (including same sex or common-law spouse and fiancée), child or parent, the Employee will be entitled to leave of absence without loss of pay for five (5) days.
- b) In the event of death of an employee's sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent or grandchild, the Employee will be entitled to leave of absence without loss of pay for four (4) days.
- c) In the event of death of an employee's aunt, brother-in-law, sister-in-law, uncle, former or legal guardian, niece, or nephew or any other second degree relative, the Employee will be entitled to leave of absence without loss of pay for three (3) days.
- d) Where the burial occurs at a locale in excess of 350 kilometres, such leave will include reasonable travelling time, the latter not to exceed two (2) days with pay. Additional days without pay may be granted. The Employee will be paid for scheduled hours during the leave, which she otherwise would have worked. The Employee will be allowed to save one day to attend the memorial service.



16.05 Jury Duty and Court Attendance

If an Employee is required as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the Employee's duties at TNST, the Employee will not lose regular pay or seniority because of such attendance, provided that the Employee:

- a) Notifies the Employer immediately on the Employee's notification that he will be required to attend at court;
- b) Present proof of service requiring the Employee's attendance; and
- c) Deposits with the Employer the full amount of compensation received, excluding mileage, travelling and meal allowance, and an official receipt thereof.



16.06 General Leave

- (a) A leave of absence of less than fourteen (14) days shall be granted insofar as the proper operation of the service will permit, upon an employee's application to the Company. The Company must receive the request at least seventy-two (72) hours prior to the date of the leave. Exceptions will be considered.
- (b) A leave of absence of more than fourteen (14) days may be granted insofar as the proper operation of the service will permit, upon an employee's application to the Company and only with the permission of the Company and the Union.
- (c) Upon agreement between the Company and the Union, a leave of absence in excess of fourteen (14) days, for the purposes of furthering one's education at a recognized educational institution, for a period of up to three hundred sixty-five (365) calendar days may be granted insofar as the proper operation of the service will permit.

Such request shall be in writing and leave shall be without pay or benefits or loss of seniority except that eligibility for benefits provided by this Collective Agreement shall not accrue for the period of the leave (for example, no credit for holiday entitlement shall be received for the period of the leave).

- (d) A leave of absence will not be granted to any employee for the purposes of entering other occupations.

16.07 Leave of Absence for Full-Time Union or Public Duties

An Employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated, or who is elected to public office, will be granted leave of absence with pay and without loss of seniority. The Union will reimburse the Employer for the receipt for such pay.

16.08 Union Leave

Upon notification to the Employer, an Employee elected or appointed to represent the Union at Union functions will be allowed a leave of absence with pay and benefits and without loss of seniority. The Union will reimburse the Employer for receipt of such pay.

16.09 Communicable Disease Isolation Leave

An Employee is entitled to up to five (5) days of paid leave, and further unpaid leave as necessary, if they are unable to work due to a communicable disease, where one of the following conditions are met:

- a) The employee is required to self-isolate in order to comply with an order of the Provincial Health Officer, an order under the *Quarantine Act*, the guidelines of the BC Centre for Disease control, or the guidelines of the Public Health Agency of Canada;
- b) The employee is required to self-isolate due to an order of a medical practitioner;
- c) The employer has directed the Employee not to work to prevent the spread of a communicable disease; or
- d) The employee is unable to work in order to provide care to a child, parent, or close family member who is ill, or unable to attend school, daycare, or related facility due to closure.

16.10 Reservist Leave

An employee who is a reservist as defined in the *National Defence Act* is entitled to unpaid leave for any period time in which they are deployed or required to attend training in connection with reservist duties.



16.11 Disappearance of a Child

An Employee whose child under the age of 19 years disappears and where it is probable that the disappearance is the result of a crime, the Employee is entitled to unpaid leave totalling 52 weeks to be taken within the 53 week period commencing from the date of the child's disappearance.



16.12 Sexual and Domestic Violence Leave

An Employee who experiences sexual or domestic violence, including psychological or attempted violence, as well as domestic violence directed at a child or other person under the Employee's care, is entitled to five (5) days of paid leave, as well as an additional five (5) days plus fifteen (15) weeks of unpaid leave.



16.13 Election Leave

An Employee who runs for public office in a election under the *Canada Elections Act*, or the *BC Election Act* is entitled to unpaid leave for the duration of the campaign period as set out in legislation.

If the candidate is successful, and the position is full-time, an unpaid leave of up to two (2) years will be granted, without loss of seniority. The vacated position will be temporarily posted for the duration.

Should the candidate run and be successful in a second term, the temporary position will be posted as a regular position. The incumbent will be guaranteed a "like" position, without loss of seniority, within the Company, upon their completion of Public duties.

16.14 Voting Leave

All employees are entitled to four consecutive hours free of employment on the day of a federal, provincial, or municipal election or by-election, during the hours in which the polls are open. No employee shall suffer a loss of pay in order to comply with this provision. Where an employee's normal schedule would not leave four consecutive hours free of employment on an election day, the Employee is entitled to paid leave as necessary to allow four consecutive hours free of employment.

Employees will make all attempts to participate in advanced voting during their off rotation.



ARTICLE 17 – PAID HOLIDAYS

17.01 Paid Holidays

Statutory Holiday pay shall be paid as per the following for all Regular Full-Time employees. Holidays shall be deemed to mean:

- | | |
|----------------|---|
| New Year's Day | Labour Day |
| Family Day | National Day for Truth and Reconciliation |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| BC Day | |

and any other day declared or proclaimed as a general holiday by the Provincial government, or days in lieu of these days as designated by the Provincial and Federal Governments.

The Employer agrees to grant Employees eight (8) hours considered "float" with pay to be taken on a day mutually agreed upon between the Employer and the Employee. Floating days may be utilized in hourly increments.

- (a) All employees shall receive their regular day's pay for each of the holidays named above, except where it is an employee's day to work and they book off. Where more than one wage rate exists within the eligibility period, the wage rate shall be calculated by dividing the regular wages earned throughout the eligibility period by the number of hours worked in the same eligibility period.
- (b) Provided an employee is entitled to Statutory Holiday pay for that specific holiday an employee who works on a Statutory Holiday shall be paid time and one half (1.5) the first eleven (11) hours and double time for any time worked over eleven (11) hours.
- (c) An employee is entitled to Statutory Holiday pay provided they are at work on their last scheduled day of work prior to the holiday or at work the next scheduled working day after the Statutory Holiday (excluding annual vacation, wherein the employee's entitlement shall be protected). Scheduled working day means the employee's scheduled working day (applies to full-time employees). Employees concluding a Medical leave and returning to active duty prior to the statutory holiday shall be paid the statutory holiday.
- (d) An employee who works on a Statutory Holiday shall be paid in accordance to (b) above. In addition to this, they shall have the choice of taking a day off with pay, at straight time, in lieu of being paid for the Statutory Holiday. The employee must advise the Company that the Statutory Holiday is not to be paid but saved for a future date.

The employee must advise the Company in the pay period that the Statutory Holiday falls. This applies to regular employees only. All banked Statutory Holidays shall be taken or paid during the period of December 1 to November 30 of the following year.

- (e) The Company shall, two (2) weeks prior to the Statutory Holiday, post a sign-up sheet for all regular work. The sign-up shall be closed at 4:00 p.m. four (4) days prior to the holiday and shall be signed according to seniority. If the employees who normally work on that day do not sign-up for all available work and the regular full-time employees by seniority have not signed for this work, the Company shall allocate the work to the employees by reverse seniority who normally would work on that day if no casual employees are available to perform the work.

17.02 Paid Holidays During Vacation or Leave

If a paid holiday falls or is observed during an Employee's authorized leave period, that day shall count as a paid holiday and not as a day of leave.

ARTICLE 18 – FEES AND ALLOWANCES

18.01 Education and Professional Fees

The Employer agrees to pay all wages and costs of any upgrading or courses that are required to be taken by any Employee. In addition, Employees will receive pay for any lost wages. Such approval will not be unreasonably withheld.

Where an Employee is required to maintain a certification that pertains to their position, the Employer will pay for the fees associated with that certification. This will not be interrupted by a temporary reassignment or secondment.

18.02 Equipment and Tools

The Employer will supply all tools and equipment required by Employees in the performance of their duties. Replacement will be made by producing the worn or broken tool. Employees will report a lost or stolen tool to the Employer.

18.03 Uniform Allowance

Full-time Drivers who have completed the four hundred eighty (480) hour probationary period will have one hundred percent (100%) of the cost paid by the Company for the following:

- Shirt: T-shirt (long or short sleeve)
- Polo shirt – (long or short sleeve)
- Sport jersey with zipper (long sleeve)
- Ball cap
- Toque
- All-in-one Jacket
- PPE Vest
- Safety glasses
- 1 pair of work gloves

The following items will be reimbursed up to a maximum of

- Work/Cargo pants – \$150.00/yearly (with receipt)
- Appropriate footwear with appropriate seasonal tread - \$150.00/yearly (with receipt).

The Company shall pay to each regular full-time employee in possession of their uniform entitlement twenty-four dollars (\$24.00) per month to defray the cost of cleaning same.

ARTICLE 19 – POSTING OF POSITIONS

19.01 Job Postings

When a vacancy occurs or a new position is created within the bargaining unit, fourteen (14) days of the vacancy, the Employer will post a notice on the Employer's main bulletin boards with a copy to the Union. The position will be posted for a period of fourteen (14) days so that interested Employees can apply.

19.02 Appointments

In making staff changes, transfers, or promotions, appointment will be made of the senior applicant able to meet the normal requirements of the job. Appointments from within the bargaining unit will be made within three (3) weeks of posting.

19.03 Union Notification

The Union will be notified of all appointments, hirings, layoffs, recalls and terminations of employment. Notices of such appointments will also be posted. The Union will be supplied a copy of each posting.

19.04 Classifications

When a new position is created, within the Brucejack scope, or an existing position reclassified, the Employer will set a rate for the position and immediately notify the Union. If this rate is acceptable to the Union, it will become the rate for the job. If the rate is not acceptable to the Union, the Union will advise the Employer and negotiations will then take place between the parties in an effort to establish a rate, which is mutually satisfactory. If the parties are unable to reach an agreement, the matter will be submitted to arbitration. The new rate will apply retroactively to the time the position was first filled by the Employee.

ARTICLE 20 – SENIORITY

20.01 Recognition of Seniority

Both parties recognize the principle of promotion within the service of the Employer, and within the scope of Brucejack, and that job opportunities should increase in proportion to length of service.

20.02 Seniority Defined

Seniority is defined as the length of service with the Employer in the bargaining unit. Notwithstanding the above, a part-time Employee cannot accrue more than one year's seniority in a twelve (12) month calendar period. Seniority will be used in determining preference or priority for promotions, transfers, schedules, call-ins, demotions, layoffs, and recall, provided that the senior Employee is able to meet the normal requirements of the job. Seniority will operate on a bargaining-unit-wide basis.

20.03 Seniority Lists

The Employer will maintain a seniority list showing the date upon which each Employee's service commenced as well as the total number of hours paid since commencement of service. An up-to-date seniority list will be sent to the Union and posted on all bulletin boards in January of each year.

20.04 Seniority

Employee Seniority is determined as follows:

- (a) For Benefits - (annual vacations and Contributory Welfare Plan) Company seniority is determined by the employee's most recent date of hire with the Company.
- (b) Seniority Commercial Driver. Each employee will accumulate seniority which is determined from their date of hire.

- (c) **Casual Seniority** - It is agreed that Casual employees shall accrue seniority only for the purpose of promotion to regular full-time positions within the Company. Casual seniority shall be determined by their continuous age in service from their date of hire as a Casual employee.
- (d) **Layoff and Recall Seniority** - In the event that a layoff becomes necessary due to a shortage of work, the Parties recognize layoff occurs in reverse order of seniority, each within their classification. Employees shall be recalled in classification seniority order, provided that such laid off employees have left their addresses on file with the Company.

The Company shall not layoff an employee without giving the employee, notice in writing, of at least:

- (i) One (1) weeks' notice for employees with less than one (1) year service with the Company.
 - (ii) Two (2) weeks' notice for employees with one (1) year or more service with the Company.
 - (iii) One (1) additional weeks' notice for each subsequent completed year of service with the Company up to a maximum of eight (8) weeks' notice or pay in lieu of notice.
 - (iv) Casual employees are not subject to the recall rights outlined in Article 22 of this agreement.
- (e) In the event an employee does not return to their employment when properly notified by registered mail by the Company, they shall be dropped from the seniority list and the next employee called and so on. Classifications will include those full-time positions defined in 20.04(d).
 - (f) Employees may refuse work of fourteen (14) days or less, without jeopardizing the twenty-four (24) month recall period. Work of fourteen (14) days or less will be offered by seniority and qualifications to all employees on layoff. The Company may request a sign up for work of fourteen (14) days or less to reduce call-outs.
 - (g) In the event of a full-time driver being laid off they shall be placed on the Casual Board with their full seniority.
 - (h) An employee may, once in their career, voluntarily change their employee status from Regular Full-Time to Casual or Relief Driver or from Casual to Relief Driver. In the event an employee so chooses, they may within three (3) months of the change, return back to their previous status by displacing the most junior full-time person in their previous classification. Seniority shall not be affected during the three (3) month period after an employee moves to their new Driver status. If an employee does not, within the three (3) months, indicate their desire to return to their former position, they shall lose their regular seniority for the purposes of sign ups. This Article does not apply to employees who resign or retire and choose to return to the Company in a different capacity. All requests made by an employee in this Article shall be made in writing. An employee replacing the Regular Full-Time Employee shall not have their employment status changed for the three (3) month period as listed above. Extensions may be granted by mutual agreement between the Parties.
 - (i) Application of Seniority – Employees may exercise their classification seniority on new permanent positions within the Bargaining Unit. A "New" permanent position is

a posted position created due to additional permanent work and/or the departure of a current full-time permanent employee.

Having successfully bid to a new position, the employee will fill the open position until the next sign-up, at which time the employee may exercise their full classification seniority.

An employee's name will not be placed on the seniority list until they have completed their probationary period as outlined in Article 21.

For the purpose of this Article, time away from work that is protected by the Employment Standards Act or the Human Rights Code will be deemed to be hours paid.

Seniority, as set out on the posted seniority list, will be used for all of the purposes set out in the Collective Agreement save and except for promotions and layoffs. For promotions and layoffs, the seniority list will be updated to the end of the pay period prior to the pay period during which the job was posted, or the notice of layoff was given.

All seniority, vacation and other credits obtained under this Agreement will be retained and transferred with the Employee when reclassified.

20.05 Seniority While Outside Bargaining Unit

No Employee will be forced to take any position outside of the bargaining unit. An Employee may accept a temporary non-Union assignment of up to six (6) months in a twelve (12) month period without losing their seniority in the bargaining unit. This time frame may be extended by an additional six (6) months upon mutual agreement between the Parties. It is agreed that any and all vacancies resulting from the initial vacancy will be posted and filled as per Article 19. Upon return to the bargaining unit, the Employee will be returned to their former position.

In addition, any other job position changes to any other bargaining unit member will also revert back to their original positions. Upon return to the bargaining unit, the Employee's seniority date will be adjusted by the number of weeks the Employee is in the excluded position. During this period of leave, the Employee will continue to pay Union dues based on the rate of pay in the new position.

20.06 Loss of Seniority

An Employee will not lose seniority rights if they are absent from work because of sickness, accident, lay-off, or leave of absence approved by the Employer.

An Employee will only lose their seniority in the event:

- a) They are discharged for just cause and are not reinstated.
- b) They resign and do not rescind resignation within twenty-four (24) hours.
- c) They are laid off in excess of twenty-four (24) months.

20.07 Transfer from Full-Time to Part-Time

If an Employee transfers from full-time to part-time, the following method will be used to calculate their seniority from one group to another for purposes of establishing anniversary date: one (1) year equals 1950 hours paid.

20.08 Transfer from Part-Time to Full-Time

If an Employee transfers from part-time to full-time, the following method will be used to calculate their seniority from one group to another for purposes of establishing an anniversary date: 1950 hours paid equals one (1) year.

ARTICLE 21 – PROBATIONARY EMPLOYEES

21.01 Probation and Trial Period

- (a) New full-time and casual employees, shall be on probation for a period of four hundred eighty (480) hours. In the event the employee proves unsatisfactory in the position during the probationary period, the employee may be discharged, at the Company's discretion.
- (b) The probationary period may be extended a further period, not exceeding four hundred and eighty (480) hours of actual work hours, for cause, upon mutual agreement between the Company and the Union. In the event an employee's status changes during the probationary period the employee shall complete the remainder of their probationary period in the new classification.

It is agreed and understood that during an employee's probationary period, their layoff or dismissal shall be entirely at the discretion of the Company and shall be subject to appeal through the grievance procedure.

21.02 Discharge of Probationary Employee

The discharge of a probationary employee shall be subject to the grievance arbitration procedure and the parties agree that a lesser standard than just cause shall apply.

ARTICLE 22 – LAYOFFS AND RECALLS

22.01 Definition (Lay-Off)

A lay-off will be defined as a lack of work, reduction in the work force, or a reduction in the regular hours of work as defined in this Agreement.

22.02 Layoff Notice

Layoff and Recall Seniority - In the event that a layoff becomes necessary due to a shortage of work, the Parties recognize layoff occurs in reverse order of seniority. Employees shall be recalled in classification seniority order, provided that such laid off employees have left their addresses on file with the Company.

The Company shall not layoff an employee without giving the employee, notice in writing, of at least:

- (i) One (1) weeks' notice for employees with less than one (1) year service with the Company.
- (ii) Two (2) weeks' notice for employees with one (1) year or more service with the Company.

- (iii) One (1) additional weeks' notice for each subsequent completed year of service with the Company up to a maximum of eight (8) weeks' notice or pay in lieu of notice.
- (iv) A layoff notice is required for all regular employees.
- (v) Casual employees are not subject to the recall rights outlined in Article 20.04(iv) of this agreement.

Notice of layoff will be in writing, with a copy to the Union. Employees who are laid off and subsequently recalled within two (2) years will be credited with previous seniority.

22.03 Layoff Procedure

Employees will be laid off in reverse order of their seniority. When layoffs occur, the Employee(s) occupying the position(s) affected will have the right to accept the layoff, or be entitled to exercise their seniority to bump a less senior Employee, providing they have the qualifications, ability and skills to perform the work of the position they chose to bump into. The Employee must be able to perform the job within a reasonable period of orientation. Such period of orientation not to exceed thirty (30) working days.

22.04 Recall Procedure

Employees will be recalled in the order of their seniority providing they are qualified to do the work. No new Employee will be hired until those laid off have been given an opportunity for reemployment.

ARTICLE 23 – GRIEVANCE PROCEDURES

23.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union and the Union Stewards. The Union and/or the Steward may assist any Employee in preparing, processing, and presenting their grievance in accordance with the grievance procedure. A grievance meeting shall not be held without the attendance of a Committee member or Steward.

23.02 Names of Stewards

The Union will notify the Employer in writing of the name of each Steward and the department(s) they represent before the Employer will be required to recognize them.

23.03 Permission to Leave Work

The Employer agrees that Stewards and/or Grievance Committee will not be hindered, coerced, restrained, or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this article.

Union officers and Committee members will be entitled to leave their work during working hours in order to carry out their functions under this agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitration.

Permission to leave work during working hours for such purposes will first be obtained from the immediate supervisor. Such permission will not be unreasonably withheld.

All time spent in performing such Union duties, including work performed on various committees, will be considered as time worked.

23.04 Permission to Leave Work – Grievor

The Grievor will be entitled to leave their work during working hours to attend grievance meetings with the Employer. The Grievor's time spent in grievance meetings will be considered as time worked.

23.05 Definition of Grievance

A grievance will be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the collective agreement or a case where the Employer is believed to have acted unjustly, improperly, or unreasonably.

"Days" shall mean Monday through Friday, and excludes Saturdays, Sundays, and Statutory Holidays.

The Parties recognize that grievances may arise concerning the discipline, suspension, or discharge of any Bargaining Unit employee bound by this Agreement.

All suspension and discharge grievances shall begin at the second stage. If the Union does not present a grievance to the next higher level within the prescribed time limits, the grievance will be deemed to be abandoned.

23.06 Settling of Grievance

Step 1

In Step 1 of the grievance procedure every effort shall be made to settle the complaint through informal discussions between the aggrieved employee and their Manager.

The employee may be accompanied by a Job Steward.

If the complaint is not resolved within seven (7) days of this discussion, the aggrieved employee and/or Job Steward may submit a formal written grievance to Step 2 of the grievance procedure.

An employee who wishes to present a formal grievance at Step 2 of the grievance procedure must do so within fourteen (14) days of an answer to Step 1 of the grievance procedure.

Step 2

If the Parties are unable to resolve the complaint at Step 1, or if there is no response from the employee's Manager within seven (7) days of the Step 1 discussion, a formal grievance may be put in writing by the aggrieved employee and/or Job Steward and forwarded to the Manager.

The Manager shall meet with the grievor and a Job Steward in an attempt to resolve the matter at this step.

If there is no response by the Manager within seven (7) days of this Step 2 meeting or if there is no mutually satisfactory settlement, the matter may be submitted to Step 3. Both the Employer and the Union may have one (1) additional representative present at Step 3 meetings.

Step 3

If the problem is not satisfactorily settled under Step 2 above, the Union shall take up the question with senior management in writing within thirty (30) days of the response under Step 2. Management shall respond within seven (7) days.

23.07 Mediation

By mutual consent, the parties may agree to use the services of a mediator. The parties agree to share the costs of the mediation.

23.08 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of Employees or the Union has a grievance, Steps 1 and 2 of this Article may be by-passed.

23.09 Union May Institute Grievance

The Union and its Representatives will have the right to originate a grievance on behalf of an Employee, or group of Employees and to seek adjustment with the Employer in the manner provided in the Grievance Procedure. Such a grievance will commence at Step 2.

23.10 Deviation from Grievance Procedure

After a grievance has been initiated by the Union, the Employer's representative will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved Employees, without the consent of the Union. Violation of this section will result in the grievance being allowed.

23.11 Grievance on Safety

An Employee, or a group of Employees, who is requested to work under unsafe or unhealthy conditions (including cases of sexual harassment or other forms of discrimination) will have the right to file a grievance in the third step of the grievance procedure for preferred handling.

23.12 Replies in Writing

Replies to grievances stating reasons will be in writing at all stages.

23.13 Meeting Rooms for Grievances

In order to facilitate an orderly and confidential investigation of grievances, the Employer will make available the temporary use of a private office or similar facility.

23.14 Failure to Act Within Time Limits

The time limits established in this Article may be altered by mutual consent of the Parties. An employee whom the Employer suspends or discharges may be retained or returned to active work until any grievance contesting such suspension or discharge is finally resolved through the grievance procedure.

23.15 Referral to Arbitration

If arbitration of any grievance is to be invoked, the request will be made by either party within thirty (30) working days after the dates of the reply at Step 4.

23.16 Definition of Working Days

"Working day" as used in the Grievance and Arbitration procedure will mean a day other than Saturday, Sunday or a recognized holiday.

ARTICLE 24 – ARBITRATION PROCEDURE

24.01 Referral to Arbitration

- (a) If a grievance is not settled in accordance with the above procedure, the Union may submit it to arbitration within thirty (30) days of its receipt of a written answer to Step 3 of the grievance procedure.

If there is no written response within seven (7) days of the Step 3 meeting, the Union may submit the grievance to arbitration within thirty (30) calendar days.

- (b) Within seven (7) days after the Union has submitted a grievance to arbitration, the Parties shall meet to select a single Arbitrator.
- (c) Should the Parties be unable to agree upon an Arbitrator within an additional seven (7) days, either Party may make application to the Labour Relations Board to have an appointment made.
- (d) The decision of the Arbitrator shall be final and binding on the Parties and the Parties shall share equally in the fees and expenses of the Arbitrator. Should either Party disagree as to the meaning of the Arbitrator's decision, either may apply to the Arbitrator to have the decision clarified.

24.02 Powers of Board

It is agreed and understood that the Arbitration Board will have no authority to alter, modify or annul any part of this Agreement. However, the Arbitration Board will have the authority to substitute such other penalty for the discharge or discipline, as the Arbitration Board deems just and reasonable in all circumstances.

24.03 Decision of Board

The Arbitration Board will hear and determine the matter and will issue a decision which will be in writing and contain the reasons for the decision. The decision of the majority will be the decision of the Arbitration Board, but if there is no majority decision, the decision of the Chairperson will govern.

24.05 Time Limits

The time limits mentioned in this Article and in the preceding Article may be extended by mutual agreement of the parties. A failure to comply with any of these time limits may be relieved by the Board of Arbitration.

24.06 Single Arbitrator

The Employer and the Union agree that by mutual written agreement of the parties, a Sole Arbitrator may be substituted for a Board of Arbitration. The appointment and jurisdiction of the Arbitrator will conform to the provisions of this Article. Each party will pay one-half (½) of the fees and expenses of the arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises.

ARTICLE 25 – DISCIPLINE, DISCHARGE AND PERSONNEL RECORDS

25.01 Principle of Innocence

The Employer and the Union agree to adhere to the principle of progressive discipline. Any Employee may be dismissed or suspended, but only for just cause. In cases of suspension or dismissal, proof of just cause will rest with the Employer.

25.02 Union Representation

An Employee who is called to a meeting by Management where discipline is reasonably foreseeable, will be advised of the purpose of the meeting and will have the right to request the presence of a Union representative. Any and all discipline provided to the Employee will be deemed null and void unless a Union representative is present.

25.03 Adverse Report

The Employer will notify an Employee in writing of any expression of dissatisfaction concerning their work performance within ten (10) working days of the event of the complaint, with copies to the Union. This notice will include particulars of the work performance, which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction will not become part of their record for use against them in regards to discharge, discipline, promotion, demotion, or other related matters. This Article will be applicable to any complaint or accusation, which may be detrimental to an Employee's advancement or standing with the Employer whether or not it relates to their work. The Employee's reply to such complaint, accusation or expression of dissatisfaction will become part of their record.

25.04 Disciplinary Action

The Employer may take disciplinary action against an Employee within fifteen (15) working days of the Employer having knowledge of the incident giving rise to the discipline. The Employee and the Union will then be promptly notified in writing of the disciplinary action.

The record of the suspension, disciplinary action, letter or reprimand or adverse report of an Employee will not be used against them at any time after twelve (12) months following such suspension or disciplinary action, letters of reprimand or adverse report.

25.05 Access to Personnel File

An Employee will have the right during normal business hours of the administration office to have access to a copy of and review their personnel file. The Employee is entitled to receive a copy of the file if requested.

An Employee will have the right to respond, or to correct an error or omission, in writing to any document contained therein. Such reply will become part of the permanent record.

A copy of any disciplinary action, which is placed in the Employee's personnel file, will be given to the Employee and the Union.

25.06 Discipline Notices

Whenever the Employer or a representative of the Employer deems it necessary to censure an Employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or that dismissal may follow if such Employee fails to bring their work up to a required standard, the Employer will, within five

(5) days thereafter, give written particulars of such censure to the Secretary of the Union, with a copy to the Employee involved.

25.07 Discipline Procedure:

When an Employee is disciplined, the Employee and the Union will be advised promptly in writing by the Employer as to the reason for such discipline. Any grievance resulting from the discipline will be filed at Step 2 of the grievance procedure.

25.08 Unjust Suspension or Discharge

Should it be found upon investigation that an Employee has been unjustly suspended or discharged, such Employee will be immediately reinstated in their former position, without loss of seniority, and will be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration or sole Arbitrator if the matter is referred to such a Board or sole Arbitrator.

Suspension Notice

The Company will give the Union and the employee notice in writing forty-eight (48) hours prior to any suspension.

An employee will not lose their weekly or bi-weekly guarantee because of the suspension.

It is understood that a one (1) day suspension will be deemed as an eight (8) hour day or if a suspension of less than one (1) day occurs the actual time of the suspension will, for the purpose of the guarantee, be deemed as time worked.

Any employee, who receives a suspension, must start the suspension within fourteen (14) working days of the said offence or the suspension will be considered null and void, or in the case of a letter, it will not appear in the employee's file.

Employees on Holidays and Suspension

In the case of an employee on holidays, then the forty-eight (48) hour notice and the provision that the suspension or discharge must start within fourteen (14) days, begins the first day returning to their home property. The Union must be notified within forty-eight (48) hours that this exception is necessary.

Employees Informing Company of Their Current Address

Employees shall keep the office informed of their current address and telephone number. Employees on lay-off shall also keep the office informed of their whereabouts so they may be readily located for recall.

25.09 Adverse Reports

The Parties agree, provided there have been no further related offenses; any reference to discipline shall be removed from an employee's file after twenty-four (24) months.

25.10 Right to have Steward Present

An Employee will have the right to have their Steward present at any discussion with supervisory personnel, which the Employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an Employee for disciplinary purposes, the supervisor will notify the Employee in advance of the purpose of the interview. The

Employer will also notify the Employee of their right to have a Union Steward present at the interview. A Steward or Local Officer may have the right to consult with a CUPE Representative and may have them present at any discussion with supervisory personnel which might be the basis of disciplinary action.

25.11 Political Action

No Employee will be disciplined for participating in action(s) called for or endorsed by the Canadian Labour Congress, its affiliates or subordinate bodies. Such Employees will be deemed to have applied for a leave of absence without pay for the duration of such political action(s).

ARTICLE 26 – HEALTH AND SAFETY

26.01 Responsibilities

The Employer will take every precaution reasonable in the circumstances for the protection of Employees.

The parties agree to abide by the WorkSafe BC Occupational Health and Safety Act and its regulations. The Union and the Employer, as a matter of principle, recognize that occupational health and safety is a shared concern. While the provision of a healthy and safe workplace is the responsibility of the company, both parties will cooperate on promoting and improving rules and practices which will enhance the physiological, psychological, and social well-being with respect to working conditions. The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent accidents, injury, and illness, and to promote the health and safety of all Employees.

The Employer shall not dismiss, intimidate, coerce, suspend, or transfer a worker or practice discrimination or take reprisals against them, or impose any other sanction upon them because they have suffered an employment injury or exercised their rights under this collective agreement, or any applicable statute.

The Employer will hold regular Safety Oriented meetings with employees, in order to promote a safe work environment.

26.02 Personal Protective Equipment

An Employee who is required by the Employer to wear or use any protective clothing shall have the equipment supplied at no cost to the Employee. Employees shall be instructed and trained in its care, use and limitations before wearing or using it for the first time and at regular intervals (as required or requested) thereafter and the Employee will participate in such instruction and training.

26.03 Work Refusal under Health and Safety

No Employee will be disciplined for refusal to work on a job, which, in the opinion of the Employee is not safe, provided that their refusal to work was made in good faith.

26.04 Union Notification

A recognized Union Representative shall be notified, as promptly as possible, of any reported work related accident(s), incident(s) or illness(s) that are work-related and require a committee investigation. The purpose of this investigation is to find the causal

and contributing factors of the accident, incident, or disease and to develop corrective actions using the hierarchy of controls and written procedures to prevent it from happening again. The member shall be a part of all aspects of the investigation. Where there is a disagreement over the causal and contributing factors of an incident or the recommendations, both views will be recorded in the written report. For further clarity incidents that did or could have led to lost time injuries, fatalities or illness shall be investigated by the committee.

ARTICLE 27 – OPERATIONAL CHANGE

27.01 Operational Change

The Employer will give to the Union in writing at least ninety (90) days' notice of any intended operational change that:

- a) Affects the terms and conditions or security of employment of a number of Employees to whom this Agreement applies; or
- b) Alters significantly the basis upon which this Agreement was negotiated.

Such notice shall provide a description of the intended changes.

Where the Employer introduces or intends to introduce, an operational change, that:

- a) Affects the terms and conditions, or security of employment of a significant number of Employees to whom this Agreement applies; or
- b) Alters significantly the basis upon which this Agreement was negotiated;

The Employer and the Union shall in good faith attempt to negotiate an adjustment plan. If the parties are unsuccessful in concluding an adjustment plan, either party may refer the matter directly to an Arbitration Board constituted under this Agreement, bypassing all other steps in the grievance procedure.

The Arbitration Board will decide whether or not the Employer has introduced, or intends to introduce an operational change as defined in this section, and upon deciding that the Employer has or intends to introduce an operational change, the Arbitration Board may then or later make any one or more of the following orders:

- a) That the change be made in accordance with the terms of this Agreement unless the change alters significantly the basis upon which this Agreement was negotiated.
- b) That the Employer will not proceed with the operational change for such period, not exceeding ninety (90) days, as the Arbitration Board considers appropriate.
- c) That the Employer reinstates any Employee displaced by reason of the operational change.
- d) That the Employer pays to that Employee such compensation in respect of the displacement as the Arbitration Board considers reasonable.

27.02 Workplace Surveillance

Surveillance Cameras and GPS

The installation of surveillance cameras/GPS is a mandated requirement from the client (Brucejack) to improve the safety of our employees and customers and the protection of property.

Recordings may be used as an investigative tool to explore events such as complaints, collisions, or incidents. Should the need for discipline arise, the recording may be part of the disciplinary process.

Surveillance cameras installed on equipment owned by Tahltan NST Busing Ltd. offer a dual view and recordings with cameras in the forward outside facing and the rear-facing towards the passenger and driver cabin.

The camera system also provides visual and audible queues when detecting driver-distracted behaviour and any safety-related instances.

ARTICLE 28 – TERM OF AGREEMENT

28.01 Agreement Term

The term of this Agreement will be from April 1, 2024 to March 31, 2029 and will continue from year to year upon the expiration of that term unless either party gives to the other party notice in writing at least three months (90 days) prior to the expiration date in each year that it desires its termination or amendment.

28.02 Changes in Agreement

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

SIGNED THIS 22 DAY OF August, 2024

For the Employer:

For the Union:

Sandra Clermont

Mark Martin

Sandra Clermont, General Manager

Mark Martin, President Local 113

Paul Clermont

Darryl Quinn

Paul Clermont, Director

Darryl Quinn, Shop Steward Local 113-02

SCHEDULE "A"
CLASSIFICATIONS AND WAGES

Classification	01-Apr-2024 + \$5.50* + 9.27%	01-Apr-2025 3.04%	01-Apr-2026 3.0%	01-Apr-2027 2.5%	01-Apr-2028 3%
Commercial Driver	\$37.00 *	\$38.12	\$39.27	\$40.25	\$41.46

*Includes camp premium

1. Notwithstanding full time benefits, eligible employees turning age 70 for the duration of the Brucejack Mining contract, shall receive two dollars (\$2.00) per hour in lieu of benefits. Employees who turn age 70 will have the option to continue with the benefit plan OR receive the two dollars (\$2.00) per hour in lieu of benefits.
2. Employees covered by this Collective Agreement will continue to have flight costs covered by the Employer.
3. The Parties agree that all terms and conditions bargained after the expiry date of the Collective Agreement will be retroactive to the date of expiry.
4. Employees who have agreed to perform over-time may not drive a company vehicle during the Driver's hours for a re-set period.
5. Drivers and busses may be subjected to a security inspection at site.
6. Trainer Premium of two dollars (\$2.00) per hour.