

COLLECTIVE AGREEMENT

between

J. CAT HOLDINGS LTD.

and the

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

Effective from January 1, 2003 to December 31, 2004

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DEFINITIONS

For the purpose of this Agreement:

- (1) *"basic pay"* - means the rate of pay negotiated by the Parties to this Agreement.
- (2) *"day of rest"* - in relation to an employee, means a day other than a holiday on which as employee is not ordinarily required to perform duties;
- (3) *"employee"* - means a member of the bargaining unit;
- (4) *"Employer"* - means J.Cat Holdings Ltd.;
- (5) *"holiday"* - means the 24-hour period commencing at 0001 hours of a day designated as a paid holiday in this Agreement;
- (6) *"layoff"* - includes a cessation of employment, or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, a reorganization, program termination, closure or other material change in organization, and where should work become available, employees will be recalled in accordance with Articles 11 and/or 12;
- (7) *"leave of absence with pay"* - means to be absent from duty with permission and with pay;
- (8) *"leave of absence without pay"* - means to be absent from duty with permission but without pay;
- (9) *"move"* - pursuant to Article 11.1(a) is when an employee changes their principal place of residence from one seniority block to another;
- (10) *"primary contact number"* - is a telephone number at an employee's place of residence or a cellular number;
- (11) *"probationary period"* - means a period of two hundred and forty (240) hours worked from date of hire, during which time the Employer shall assess suitability for continued employment;
- (12) *"project"* - work at a specific location for a finite term;
- (13) *"promotion"* - means a change from an employee's position to one with a higher maximum salary level;
- (14) *"resignation"* - means a voluntary notice by the employee that she/he is terminating her/his service on the date specified;
- (15) *"rest period"* - is a paid interval which is included in the workday and is intended to give the employee an opportunity to have refreshment or a rest;
- (16) *"secondary contact number"* - is an alternate telephone number or alternate cellular telephone number, or a pager number;
- (17) *"seniority block"* - is that area as defined in Article 11;
- (18) *"shift"* - means the period of scheduled straight-time working hours on a scheduled workday where the hours scheduled are consecutive except for the meal period;

- (19) *"termination"* - is the separation of an employee from J.Cat Holdings Ltd. for just cause;
- (20) *"Union"* - means the B.C. Government and Service Employees' Union;
- (21) *"work crew"* - is a flagging crew dispatched to work together;
- (22) *"workday"* - is defined as a calendar day except that any hours worked past midnight will be deemed to have been worked on the day in which the employee's shift commenced.

ARTICLE 1 - AGREEMENT AND SCOPE

1.1 Purpose of Agreement

The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union. The Parties to this Agreement share a desire to improve the quality of traffic control and safety for contractors and for the travelling public. Accordingly, they are determined to establish, within the framework provided by the law, an effective working relationship at all levels.

1.2 Bargaining Unit Defined

- (a) The bargaining unit shall comprise all employees as described in the certificate issued by the Labour Relations Board dated April 2, 1994, save and except for the four (4) Regional Managers/Dispatchers-defined in Clause 6.2, persons above the rank of Regional Manager, office staff and those excluded by the Labour Relations Code of British Columbia.
- (b) New positions established by the Employer shall automatically be included in the bargaining unit unless specifically excluded by mutual agreement. The rates for these new positions shall be negotiated between the Parties.

1.3 Bargaining Unit Recognition

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

1.4 Representation

- (a) No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. To implement this article, the Union shall supply the Employer with the names of its officers and similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.
- (b) No employee covered by this Agreement shall be required or permitted to make a written or oral agreement with the Employer or its representatives which may conflict with the terms of this Agreement.

1.5 Correspondence

- (a) The Employer agrees that all correspondence between the Employer and the Union related to matters covered by this Agreement shall be sent to the President of the Union or her/his designate.
- (b) The Union agrees that all correspondence between the Union and the Employer related to matters covered by this Agreement shall be sent to the President of the Company or her/his designate.

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

1.6 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement, and the Parties hereto shall negotiate mutually agreeable provision to be substituted.

If mutual agreement cannot be reached, the matter may be substituted by either Party to arbitration.

1.7 Singular and Plural/Gender

In this Agreement whenever the male pronoun is used, it shall be deemed to include the female pronoun or vice versa and likewise whenever the singular is used, it shall be deemed to include the plural and vice versa.

1.8 Basic Rights

At minimum, all employees will be provided the basic rights and privileges as outlined in the Employment Standards Act except for those provisions both Parties mutually agree to waive.

ARTICLE 2 - EMPLOYEE RIGHTS

2.1 No Discrimination for Union Activity

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

2.2 Stewards

The Employer recognizes the Union's right to appoint stewards and the Union shall notify the Employer of such appointments in writing. Whenever possible, stewards shall conduct investigations of complaints and grievances, and perform other required duties outside of her/his working hours. Where a steward must attend to Union duties related to the Employer's operations during working hours, the steward shall obtain the permission of her/his supervisor prior to leaving her/his work area to attend to such duties.

2.3 Union Insignia

(a) A Union member shall have the right to wear or display the recognized insignia of the Union provided it does not interfere with required safety equipment or apparel. The Union agrees to furnish to the Employer at least one Union shop card, for each of the Employer's places of operation covered by this Agreement, to be displayed on the premises. Such card will remain the property of the Union and shall be surrendered upon demand.

(b) The Union insignia shall be displayed in a mutually agreeable, prominent position on mobile equipment operated by employees covered by this Agreement. The Union shall supply and, wherever necessary, replace such emblems or mutually agreeable size and type.

2.4 Time Off for Union Business

(a) Subject to operational requirements, leave of absence without pay and without loss of seniority shall be granted by the Employer for:

- (1) an elected or appointed Union representative to attend conventions of the Union and or bodies to which the Union is affiliated;
- (2) an elected or appointed Union representative to attend to Union business which requires them to leave their general work area;
- (3) for employees who are representatives of the Union on the Bargaining Committee to attend meetings of the Committee;
- (4) to an employee called by the Union to appear as a witness before an arbitration board.

Such leave will be requested in writing, signed by an authorized representative of the Union not less than seventy-two (72) hours prior to the leave commencing. Such request for leave will not be unreasonably denied.

- (b) Leave of absence without pay, and without loss of seniority, shall be granted to Union appointees to the Labour Management Committee.
- (c) To facilitate the administration of Union leaves without pay, the leave will be given at the current rate of pay and the Union will reimburse the Employer for salary costs.

2.5 Union Bargaining Committee

The Employer agrees to grant leave of absence without pay and without loss of seniority for up to three (3) employees who are representatives of the Union on the Union's Bargaining Committee. Such leave will be requested in writing, signed by an authorized representative of the Union, not less than seventy-two (72) hours prior to the leave commencing. Such request for leave will not be unreasonably denied.

2.6 Union Bulletin Boards

Due to the nature of the business and the lack of regular point of assembly that can be used for the purposes of a bulletin board, the Employer agrees to distribute Union information and notices in conjunction with the member's paycheques. Such information shall be provided by the Area Office of the Union.

ARTICLE 3 - UNION SECURITY

3.1 Membership

- (a) All employees hired shall, as a condition of employment, become members of the Union and maintain such membership upon completion of fifteen (15) days worked.
- (b) The Employer agrees to process the Union's membership application cards for new employees and to remit the application and any initiation fee to the Union with the next dues remittance. The Union agrees to furnish application cards.
- (c) The Employer agrees to provide a new employee with the name and phone number of her/his steward and to provide steward(s) with the name(s) of each new employee in her/his area.

ARTICLE 4 - UNION DUES

4.1 Dues and Assessments

- (a) The Employer shall deduct from the wages of each employee in the bargaining unit, an amount equal to the regular dues payable to the Union by a member of the Union. As a condition of continued

employment, each employee shall provide the Employer with written authorization to make such deductions.

Deductions shall be made monthly and remitted to the President of the Union no later than the 15th day of the subsequent month. The Employer shall also provide the Union with a computer diskette in computer language which shall convey the information set out below in the following format:

Social Insurance Number	Last Name and First Name	Address	Dues Amount	Gross Wages
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In addition, the Employer will provide change of address information when they receive such advice from the employee.

(b) Before the Employer is obliged to deduct any amount under (a) above, the Union shall advise the Employer in writing of the amount of its regular monthly dues. The amount so advised shall continue to be the amount to be deducted until changed by written notice to the Employer signed by the President of the Union. Upon receipt of such notice, the changed amount shall be the amount deducted.

4.2 Income Tax Receipts

The Employer shall supply each employee without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous calendar year. Such receipts shall be provided to the employees prior to March 1 of the succeeding year.

ARTICLE 5 - EMPLOYEE RECORDS

5.1 Access to Personnel File

(a) All employees shall have reasonable access to their personnel file, and may authorize, in writing, a designated Union representative, to have access. Files may not be removed from the location where they are normally kept. The Employer agrees that it will send copies of requested material from an employee's personnel file to the appropriate Union Area Office, when access has been authorized by the employee.

(b) Prior to receiving access, the Employer shall receive two (2) days' written notice.

5.2 Personnel File Entries

An employee will be given a copy of any document placed upon an employee's personnel file which may form the basis of disciplinary action. Upon request, any such document shall be removed from the employee's file after the expiration of twelve (12) months from the date it was issued provided there has not been a further infraction.

ARTICLE 6 - EMPLOYER RIGHTS

6.1 Employer Recognition

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

6.2 Bargaining Unit Work

During negotiations it was agreed that the Employer could employ up to four (4) Regional Managers who would not be included in the bargaining unit. The Regional Managers will work in the following regions:

Lower Mainland	(1)
Vancouver Island	(1)
Okanagan	(1)
Northern B.C.	(1)

It is agreed that these non-bargaining unit employees may perform bargaining unit work at any time within their geographical area. The two principal owners of J. Cat Holdings Ltd. may also perform bargaining unit work at any time. If a principal owner performs bargaining unit work in a region, the Regional Manager in that area shall not perform bargaining unit work. In addition, any other non-bargaining unit employees may perform bargaining unit work in the case of an emergency or when work is required and no bargaining unit employee in the seniority block is immediately available to perform the work. Any changes to the provisions of this clause will be subject to mutual agreement between the Parties to this Agreement. The Union will be notified of all persons hired under this provision and of any changes as they occur.

ARTICLE 7 - STRIKE OR LOCKOUT

7.1 Emergency Services

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

7.2 Right to Refuse to Cross a Picket Line

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

7.3 Strike or Lockout

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

ARTICLE 8 - GRIEVANCE PROCEDURE

8.1 Grievance Procedure

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

8.2 Step 1

An employee must attempt to settle any dispute verbally with her/his immediate supervisor prior to filing a written grievance under this article. An employee shall have the right to have her/his steward present at such a discussion. If unresolved, an employee may, within twenty-one (21) calendar days of first becoming aware of the action or circumstances giving rise to the grievance, submit a grievance in writing

to the Employer's designate. The Employer shall inform each Union Area Office who the Employer's designate is for each Seniority Block.

8.3 Step 2

The Employer's designate(s) shall meet with the Union's designate(s) within fifteen (15) calendar days after receipt of the grievance. This meeting may be waived by mutual agreement. Following such a meeting, the Employer designate(s) shall respond within ten (10) calendar days in writing to the Union's Area Representative.

8.4 Time Limit to Submit to Arbitration

Failing satisfactory settlement at Step 2, the Union Area Representative may submit the grievance to arbitration within thirty (30) calendar days of the date of receipt of the Employer's Step 2 reply or the date it was due.

8.5 Policy Grievance

Either Party may submit to the other Party a policy grievance respecting the general application, interpretation or alleged violation of this Agreement provided it is done within twenty-one (21) days of becoming aware of the action or circumstances giving rise to the grievance. The Employer's designate(s) shall meet with the Union's designate(s) within fifteen (15) days after the receipt of the grievance. This meeting may be waived by mutual agreement. Following such a meeting, the Party receiving the policy grievance shall respond in writing to the other Party within ten (10) calendar days. If the matter cannot be resolved it shall be submitted to arbitration within twenty-one (21) days of the receipt of the response.

8.6 Time Limits

If a grievance is not initiated or submitted to a step in the grievance procedure in accordance with the prescribed time limits, such grievance shall be deemed to be abandoned. However, the Party initiating the grievance will not be deemed to have prejudiced its position on any future grievance. Notwithstanding, the Parties may agree to extend time limits by mutual agreement.

8.7 Administrative Provisions

Grievances may be filed by hand delivery or other mutually agreeable means. Grievance replies shall be sent by registered mail, by hand delivery or courier. Written replies and notifications shall be deemed to be presented on the date which they are registered or accepted by a courier and received on the day they were delivered to the appropriate office.

8.8 Technical Objections

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

8.9 Deviation from the Grievance Procedure

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

ARTICLE 9 - ARBITRATION

9.1 Notification

Pursuant to Articles 8.4, and 8.5, either Party may submit a grievance to arbitration within thirty (30) days of the date of receipt of the Employer's Step 2 response or of either Parties response in Clause 8.5, or the date the reply in question was due by giving notice to either the President of J.Cat Holdings Ltd. or the President of the Union of either Parties intent to arbitrate.

9.2 Pre-Arbitration Meeting

In any case in which an Arbitrator shall be required under this Agreement, a single Arbitrator shall be selected by mutual agreement of the Parties. If after thirty (30) days following the referral of the dispute to arbitration the Parties are still unable to agree on a single Arbitrator, an Arbitrator shall be selected from the following names:

Colin Taylor
Judi Korbin
Marguerite Jackson
Barbara Bluman

Selection will be done on a rotational basis, according to availability.

9.3 Decision of the Arbitrator

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

9.4 Time Limit for Decision

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

9.5 Costs

The Parties to this Agreement shall jointly bear the cost of the arbitrator and each of the Parties shall bear the cost of its own representatives and witnesses.

9.6 Expedited Arbitration

- (a) Notwithstanding the foregoing, the Parties may agree to utilize the provisions of Section 104 of the Labour Relations Code as an alternative dispute resolution mechanism.
- (b) The Parties may by mutual agreement refer to expedited arbitration under this clause any outstanding grievances considered suitable for this process.
- (c) All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:
 - (i) dismissals;
 - (ii) rejection on probation;
 - (iii) suspension in excess of twenty (20) working days;
 - (iv) policy grievances;
 - (v) grievances requiring substantial interpretation of a provision of the Collective Agreement;

- (vi) grievances requiring presentation of extrinsic evidence;
- (vii) grievances where a Party intends to raise a preliminary objection; and
- (viii) demotions.

9.7 Amending Time Limits

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

ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE

10.1 Right to Steward

(a) An employee will be advised in advance of the subject or purpose of any meeting and/or discussion with the Employer which may be the basis of disciplinary action in order for the employee to contact a steward, and have the steward present if she/he feels it necessary, provided that a steward is available and that obtaining a steward does not result in undue delay of the appropriate action being taken. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

(b) A steward will be advised in advance, of the subject or purpose of any meeting and/or discussion with the Employer which may be the basis of disciplinary action against the steward in order for the steward to contact a Union representative, and have the Union Staff Representative present if she/he feels it necessary provided that a Union representative is available and that obtaining a union representative does not result in undue delay of the appropriate action being taken. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

10.2 Suspension or Discharge

In the event of a grievance arising from an employee's suspension or dismissal, the Employer agrees to notify the employee, in writing, setting out the grounds for the Employer's action. A copy of the notice will be sent to the Union's Area Office within fourteen (14) calendar days. Grievances arising from suspension or dismissal, shall be filed in writing at Step 1 pursuant to Article 8.2 within fourteen (14) calendar days of the suspension or dismissal.

10.3 Probationary Period

(a) Each new employee shall serve a probationary period of two hundred and forty (240) hours worked from date of hire, during which time the Employer shall assess suitability for continued employment.

(b) The Employer, during the probationary period, may release the employee for unsuitability for continued employment.

ARTICLE 11 - SENIORITY

11.1 Seniority Defined

(a) *Permanent Transfer*

Seniority for an employee shall be the accumulation of actual hours worked in a seniority block, except that probationary employees will not be entitled to exercise their seniority until they have completed probation. Notwithstanding the previous sentence, the Employer will endeavour to dispatch probationary employees in order of seniority, provided the probationary employee being dispatched is fully capable of performing the work required. The Employer agrees that it will not dispatch employees

out of seniority for the sole purpose of limiting the number of hours worked by a probationary employee. Employees who have in excess of twelve (12) consecutive months (without loss of seniority) immediately prior to moving, and who move from one seniority block to another and who request to be placed on the seniority list in the new block, shall be able to transfer up to two thousand and eighty (2,080) hours for dispatch to the new seniority block. Employees may work in more than one (1) block pursuant to this article and 11.2(e) below, however employees shall accumulate and exercise seniority for the purpose of dispatch only in the block she/he is currently working in.

(b) *Temporary Transfer*

If an employee wants to temporarily transfer to a seniority block, the following conditions will apply:

- (1) Temporary transfer requests by an employee and approvals by the Employer must be in writing.
 - (2) When seniority block boundaries are modified, employees that live in the modified blocks have one (1) week after notification of the modification to elect to have their seniority in a block other than where they live. In such cases employees may transfer all of their seniority for dispatch.
 - (3) When an employee requests to temporarily transfer to a block then she/he cannot transfer any seniority for dispatch; however, such seniority shall be maintained in her/his original block. Transferred employees cannot use accrued hours in the new block over employees who were in the block at the time of the transfer. The Employer can limit the number of employees that transfer to a particular seniority block under this condition.
 - (4) For employees living outside the boundaries of the seniority block, travel time will be calculated from the employee's closest point of entry into a seniority block if they have transferred into the block under conditions (2) and (3) above.
 - (5) No relocation expenses and associated costs shall apply if an employee transfers to a seniority block under conditions 11.1(a), (2) and (3) above.
 - (6) Employees who temporarily transfer shall return to their original seniority block after one (1) week's written notice to the Employer (or less upon mutual agreement). Upon returning to her/his original block an employee shall lose all her/his seniority accrued in the temporary block (for dispatch purposes).
- (c) When two (2) or more employees have equal seniority, for dispatch or any other purpose, the order of establishing their relative seniority will be first by overall seniority, then by their start date, and then by a random draw.
- (d) Supervisor/Dispatchers shall have seniority defined as:
- (1) all hours accrued as a traffic control person; plus
 - (2) two (2) hours seniority per day for performing dispatch duties plus when a supervisor receives one dollar (\$1.00) per hour in lieu of traffic control duties they shall accumulate seniority on the basis of one (1) hour for every dollar earned;
 - (3) supervisor/dispatchers can only earn a maximum of two (2) hours more per day than the hours involved in (2) above.
- (e) Seniority for the purposes of Appendix "A" shall include all hours actually worked by an employee, regardless of the seniority block(s) worked in.

11.2 Seniority Blocks and Dispatch Procedure

(a) (1) Seniority blocks will be established and the boundaries clearly defined, and where necessary amended at the Employer's sole discretion. The Employer will inform the Union prior to implementation. The Employer will provide the Union with an updated list of seniority blocks once every six (6) months.

(2) If the Employer has exhausted the recall/dispatch process in a seniority block and requires more traffic control persons, the available work will be offered on the basis of seniority to qualified employees in the closest seniority block to the job.

(b) Subject to operational requirements, the Employer will dispatch work that becomes available within the geographic boundaries of the seniority block to employees in that seniority block in order of their seniority, provided that the senior employee is immediately available at their primary or secondary number and has the current ability to perform all the work required. Notwithstanding the previous sentence, the Employer may dispatch employees out of seniority when the contract between the Employer and a client specifies that the client may request that an employee be dispatched or not dispatched. The Employer will notify the Union office in Cranbrook when such a contract exists. A client of the Employer, without such a contract, may only request that an employee not be dispatched. When a client's contract states they can "*name request*" that an employee be dispatched such name requests shall not apply to probationary employees, unless there are no employees available who have completed their probationary period. The Employer must have such requests in writing. Notwithstanding the above employees classified as Supervisor/Area Dispatchers or Supervisors may be dispatched before other employees in the Supervisor/Area Dispatcher's and/or Supervisor's area(s) of responsibility, and employees with vehicles that can be used for transporting equipment and/or other crew members may be dispatched before those employees who do not have such vehicles, even though the vehicle may not be required for the specific job to which the employee is being dispatched.

(c) It is further understood that on occasion, work assignments may briefly cross seniority block boundaries. On such occasions, the dispatched employees will continue to perform the work for the balance of the shift. Where employees cross a seniority block boundary, they shall advise the Supervisor/Dispatcher of such crossing.

Where work assignments are known to be in more than one seniority block, the work will be dispatched from the seniority block in which the majority of the work will be performed.

(d) Where employees have been dispatched to a job site and there is a reduction in the number of employees or the amount of work required, the remaining work will be performed by the qualified employees with the most seniority among those already dispatched to the job in question.

(e) Employees may be offered work in another seniority block where no qualified employee within that seniority block is immediately available. When employees reject these offers of work it shall not be counted as a decline pursuant to Article 11.4. Employees may request to be dispatched to another seniority block and such requests will be entertained only when there are no qualified employees immediately available within that seniority block. For employees requesting dispatch to another seniority block, no travel expenses or other allowance costs shall apply.

(f) Where employees have been dispatched within a seniority block and there is a reduction in the number of employees or the amount of work required within the seniority block, the remaining work will be performed by the qualified employees with the most seniority, or employees available who have completed their probationary period. Such reassignment of employees shall occur no later than the following Monday.

11.3 Seniority Lists

The Employer will prepare seniority lists every other month for each seniority block. These lists will be given to each employee that has seniority within a block with copies sent to the appropriate Union Area Office.

11.4 Loss of Seniority

An employee shall lose her/his seniority and will be deemed to be terminated in the event that:

- (a) she/he is terminated for cause;
- (b) she/he voluntarily terminates her/his position;
- (c) she/he does not report for a work assignment or leaves the job site after work has commenced, provided an employee has no reasonable explanation for their behaviour;
- (d) she/he declines work on more than three (3) occasions in a three (3) month period without reasonable excuse. Reasonable excuses shall be as follows:
 - (1) on leave pursuant to Article 18;
 - (2) absence due to a WCB claim;
 - (3) illness; proof of illness may be required if the absence is greater than five (5) days or where it appears a pattern of consistent or frequent absence is developing;
 - (4) illness of a dependent child of an employee, where no one other than the employee can care for the child. Proof of illness may be required if a pattern of consistent absence is developing. Such leave will not exceed two (2) days at any one time;
 - (5) Union leave per Clause 2.4;
 - (6) jury duty;
 - (7) medical or dental appointments. At the Employer's discretion, proof may be required;
 - (8) dispatch before 6:30 a.m. and after 10:00 a.m. in a calendar day (Monday to Friday), except in the case of an emergency, or where an employee is on standby pursuant to Article 13.4;
 - (9) dispatch with less than eight (8) hours' notice except in the case of an emergency, or where an employee is on standby pursuant to Article 13.4;
 - (10) a breakdown in the telephone system.

Where the employee notifies the dispatcher in advance that she/he is unavailable due to reasons set out above, such unavailability will not be counted as a decline.

- (e) To be counted as a decline, one of the following must have occurred:
 - (1) Two (2) calls made within fifteen (15) minutes between 6:30 a.m. and 10:00 a.m. and the employee declines work or is unavailable. Two (2) calls made to the employee's primary number or one call made to their primary number and one call made to their secondary number. An employee with a pager must contact the dispatcher within fifteen (15) minutes of being paged or it will count as a decline provided the work remained available during the entire fifteen (15) minute period. (As above, declines occur between 6:30 a.m. and 10:00 a.m.)

- (2) An employee informs the dispatcher that she/he will be available for dispatch between 6:30 a.m. to 10:00 a.m. and/or any other hours as specified by the employee, and then refuses dispatch without providing twelve (12) hours' notice of unavailability;
- (3) Dispatch - a minimum of one (1) call will be made, however a decline will only be counted if two (2) or more calls are made within an eight (8) hour period and the employee cannot be reached or one (1) call is made and the employee declines work;
- (4) All employees must have a working phone at their place of residence and supply the Employer with the primary contact number. (An employee may also provide the Employer with a secondary contact number.) The Company agrees that it will not rely on the provisions of this clause to unreasonably cause the employee to lose her/his seniority.
- (f) An employee on a claim recognized by the Workers' Compensation Board shall be credited with service seniority and will be reinstated to her/his former position upon recovery;
- (g) She/he is not dispatched for a period of twelve (12) consecutive months.

ARTICLE 12 - PROMOTIONS AND VACANCIES

12.1 Senior Qualified Applicant Within the Seniority Block

When a vacancy in a position other than Traffic Control Person occurs the Employer shall offer the position to the senior qualified employee who in the sole judgment of the Employer has the necessary qualifications to perform the work.

12.2 Trial Period

Where a bargaining unit employee is promoted to the position of Supervisor/Area Dispatcher or Supervisor, she/he will be placed on trial for two hundred and forty (240) hours worked, and upon satisfactory completion of the trial period will be confirmed in the position in writing by the Employer. If an employee is unable to perform the duties of Supervisor/Area Dispatcher or Supervisor she/he will be returned to the former position held. Any other employee(s) transferred or promoted as a result of the original job posting will also be returned to their former status.

12.3 Interview Process

Candidates for a promotion shall be granted leave of absence without loss of pay as required for any interview. The applicant will, upon pre-approval, have her/his travelling, accommodation and meal expenses paid.

12.4 Projects

Where the Employer obtains a project in a seniority block that does not have employees, the Employer may offer the position of supervisor, to any supervisor from another block employed at the time. Any supervisor accepting the new position must transfer to the new block for the project.

ARTICLE 13 - HOURS OF WORK

13.1 Work Schedules

The Parties recognize that work schedules shall meet the hours of operation, requirements of the Employer's clients, and shall consider unusual or seasonal demands.

13.2 Hours of Work

(a) The normal hours of work shall be up to eight (8) hours in a day and forty (40) hours in a week and where operating requirements of the Employer's client permit, may be inclusive of two (2) paid rest periods in each eight (8) hour shift. An employee will be paid from the time she/he commences work at the job site.

(b) For the purpose of this article a workweek is defined as a calendar week commencing at 12:01 a.m. on Sunday. Any hours worked past midnight Saturday on a workday that commenced on that Saturday will be deemed to have been worked in the workweek in which the workday commenced. A workday will be defined as a calendar day except that any hours worked past midnight will be deemed to have been worked on the day in which the employee's shift commenced.

13.3 Minimum Hours

An employee who is dispatched on the call of the Employer, and on reporting finds no work available due to reasons beyond her/his control shall be entitled to two hours' pay at the regular rate. This shall not apply if the Employer gives sufficient notice cancelling said call. In the event that an employee commences work on her/his shift the employee shall receive a minimum of four (4) hours pay at the regular rate, except where her/his work is suspended because of inclement weather or other reasons completely beyond the control of the Employer, when two (2) hours must be paid.

13.4 Standby Provisions

(a) Where the Employer has a contract with a client that provides for compensation for employees who are required by the Employer to stand by to be called to duty, such employees shall be compensated at straight-time in the proportion of one (1) hour's pay for each three (3) hours standing by. An employee so designated for standby shall be immediately available for duty during the period of standby at a known telephone number. No standby payment shall be made if an employee is unable to be contacted or to report for duty when required.

(b) Employees required to stand by, under (a) above, will not be required to stand by on two consecutive weekends or two (2) consecutive designated paid holidays, except by mutual agreement. This provision shall not apply in emergency situations or where no other employee is available.

13.5 Meal Periods

An employee shall receive an unpaid meal break of no less than thirty (30) minutes, no later than five (5) hours following the commencement of work. The timing of such meal periods will be determined by the operating requirements of the Employer's clients. Where an employee is required to work through such breaks, they shall be paid for that time at one and one-half times (1½x) the base rate for the duration of the meal period.

ARTICLE 14 - SHIFT WORK

14.1 Definition of Shifts and Shift Premiums

(a) (1) *Day Shift* - all hours worked between 6:00 a.m. and 6:00 p.m. inclusive.

(2) *Afternoon/Night Shift* - all hours worked between 6:01 p.m. to 5:59 a.m. inclusive.

(b) The afternoon/night shift premium shall be fifty cents (50¢) per hour for each hour worked during the hours defined above.

14.2 Shift Premium Entitlement

Except as set out above, employees who are dispatched to work during hours that fall under the definition of afternoon/night shift will receive a shift premium for all hours actually worked between 6:01 p.m. and 5:59 a.m. inclusive. Shift premium will apply to overtime hours worked in excess of one (1) hour and to callouts pursuant to Clause 15.5.

ARTICLE 15 - OVERTIME

15.1 Definitions

- (a) *"Overtime"* - means work performed by an employee in excess of eight (8) hours in a workday or forty (40) hours in a workweek. Overtime hours worked in a workday will not be counted in the calculation of weekly overtime.
- (b) *"Straight-time rate"* - means the hourly rate of remuneration.
- (c) *"Time and one-half"* - means one and one-half times the straight-time rate.
- (d) *"Double time"* - means twice the straight-time rate.

15.2 Sharing of Overtime

Where a work crew is assigned to work at a job site and overtime is required, overtime will be offered to employees at the site on a voluntary basis in order of seniority. If there are no volunteers, overtime will be assigned in reverse order of seniority among employees at the site.

15.3 Overtime Compensation

- (a) Overtime shall be compensated at the following rates:
 - (1) time and one-half for the first three (3) hours worked in excess of eight (8) hours on a workday; and
 - (2) double time for hours worked in excess of eleven (11) hours on a workday; and
 - (3) time and one-half for all hours in excess of forty (40) hours in a week up to forty-eight (48) hours and double time thereafter, excluding daily overtime.

The compensation of overtime in (1) and (2) is to be on a daily basis and not cumulative.

(4) In a week with a statutory holiday, an employee who qualifies for the holiday (pursuant to Article 16.4) must be paid weekly overtime at time and a half after thirty-two (32) hours and double time after forty (40) hours. Any time worked by the employee on the holiday is not included in calculating weekly overtime.

(5) An employee who works on a designated holiday which is not a scheduled workday shall be considered to have worked overtime and shall receive additional compensation at the rate of double time for all hours worked; except for Christmas and New Year's when the additional compensation shall be at the rate of double time and one-half for all hours worked.

15.4 Limiting of Overtime

- (a) Where employees do not want to work overtime, and have given twenty-four (24) hours' advance notice, the Employer will (subject to operational requirements) try to make alternate arrangements.
- (b) When alternate arrangements are made to (a) above it shall not count as a decline pursuant to Article 11.4.
- (c) An employee on standby shall not have the right to refuse callout.

15.5 Callout Provisions

- (a) An employee who is called out for an emergency situation, after having completed their normal shift, shall receive a minimum of four (4) hours' pay at straight-time rates until they have worked in excess of eight (8) hours (in total) in that day, at which point overtime rates will apply.
- (b) When overtime is worked, there shall be an elapsed time of eight (8) hours between the end of the overtime and the time the employee reports for duty on the next regular shift. Should the employee be required to commence work on the next shift without receiving the eight (8) hours free from work, then that portion of the shift that falls within the eight (8) hour period shall be compensated at overtime rates.
- (c) If an employee is called out more than once in a day, each callout shall be for a separate four (4) hour minimum period if the subsequent callout is made after the initial four (4) hour period(s) has lapsed.

15.6 Overtime Records

The Employer agrees that overtime records shall be maintained and access shall be given to a Union Representative in case of a dispute.

15.7 Overtime Meal Allowance

- (a) When an employee is required to work in excess of three (3) hours overtime immediately after completion of eight (8) hours in a workday, that employee shall be reimbursed with an overtime meal allowance of ten dollars (\$10.00). The overtime meal allowance is subject to the employee not being aware of the overtime prior to reporting for work.
- (b) If the employee continues to work overtime beyond three (3) hours, a further meal allowance, to above, shall be provided for an additional four (4) hours of overtime worked and upon the completion of every three (3) hours worked thereafter. This benefit is subject to the employee making a reasonable effort to notify the Employer when the shift is going beyond twelve (12) hours.
- (c) In the case of an employee called out on overtime to work on a rest day, this clause will only apply to hours worked in excess of eight (8) hours, and where such excess hours were not anticipated prior to the employee reporting for work.
- (d) Where any of the meals provided under Clause 15.7(a)(b) or (c) duplicates a meal to which an employee is entitled, then the employee shall receive only one (1) benefit for each meal.

15.8 Prescheduled Overtime

Prescheduled overtime will be offered to qualified employees on a voluntary basis in order of seniority. If there are no volunteers, such overtime will be assigned to qualified employees in reverse order of seniority.

15.9 Overtime Compensation

- (a) Overtime compensation shall be monetary or in time off at the employee's option.
- (b) The employee shall advise, in writing, the respective pay office of her/his election to have either all cash or all compensatory time off by January 1 and July 1 for the following six (6) month calendar period in each case.
- (c) If the employee chooses time off, such time off shall be scheduled by mutual agreement between the employee and the Employer. If compensatory time off cannot be scheduled within six (6) months of the date of election, cash payment shall be made.

(d) If an employee has not informed the office of her/his election pursuant to (b) above, overtime shall be paid out in the applicable pay period.

(e) Employees shall have the option of being paid out for all or part of their unscheduled banked time, provided such request has been made in writing at the time that payroll is submitted for the appropriate pay period.

ARTICLE 16 - PAID HOLIDAYS

16.1 General Holidays

An employee shall receive pay as determined pursuant to Clauses 16.2 and 16.4 for the following General Holidays (or any day proclaimed in lieu thereof):

New Year's Day	Good Friday
Victoria Day	Canada Day
B.C. Day	Labour Day
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day

and any other general holiday(s) proclaimed and gazetted by the Federal Government or the Government of British Columbia.

16.2 Holiday Falling on a Workday

(a) An employee who works on a designated holiday shall be compensated at the rate of double time for hours worked, except for Christmas and New Year's Day when the compensation shall be at the rate of double time and one-half for hours worked; and

(b) the employee shall receive pay in the amount determined under Article 16.4(b).

16.3 Christmas or New Year's Day Off

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

16.4 Statutory Holiday Pay

(a) To be eligible for holiday pay, an employee must have been employed by the Employer for at least thirty (30) days prior to the date of the general holiday.

(b) An employee who qualifies for holiday pay under (a) above and who has worked on at least fifteen (15) of the thirty (30) days immediately preceding the holiday, will have holiday pay determined by dividing her/his straight-time wages over the thirty (30) day period by the number of days worked. An employee who qualifies for holiday pay under (a) above and who has worked less than fifteen (15) of the thirty (30) days immediately preceding the holiday, will have holiday pay determined by dividing her/his straight-time wages over the thirty (30) day period by fifteen (15).

16.5 Holiday Coinciding With a Day of Vacation

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

ARTICLE 17 - ANNUAL VACATIONS

17.1 Vacation Pay

Employees shall be paid four percent (4%) of their gross wages as vacation pay. Notwithstanding the previous sentence, an employee shall, upon the completion of five (5) continuous years of service with the Employer, receive vacation pay in the amount of six percent (6%) of gross wages.

17.2 Annual Vacations

Vacation pay shall be paid on every paycheque unless an employee elects, in writing, to accrue such vacation pay. Such election shall be made by December 1 for the following calendar year.

Accrual of vacation pay shall commence on January 1 of any year or on the date of hire for an employee's first year of employment. An employee electing such accrual may request, in writing, two (2) payouts during that year, with any corresponding time off to be taken at a time mutually agreed by the employee and the Employer. Payouts will be made on the regular paycheque immediately following the date of the written request, which must be made at the time that payroll is submitted for the appropriate pay period. On June 30, of any year, all outstanding accruals from the previous year will be paid out.

17.3 Vacation Credits Upon Death

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

17.4 Approved Leave of Absence With Pay

When an employee is on medical or WCB leave during her/his vacation period there shall be no deduction from the vacation credits for such leave. The period of vacation so displaced shall be taken at a mutually agreed time. An employee intending to claim displaced vacation leave must advise the Employer and provide necessary documentation within seven (7) days of returning to work.

17.5 Vacation Scheduling

- (a) Employees shall provide the Employer with three (3) weeks' notice, in writing, of vacation leave. The three week notice period will commence on the date the Employer receives the written notice.
- (b) Vacation schedules will be approved by the Employer in writing in the first week following the three (3) week notice period. If no written approval is received by the end of the first week, it will be concluded that approval was granted.
- (c) Vacation schedules, once approved by the Employer shall not be changed except by mutual agreement between the employee and the Employer.
- (d) Vacation pay will be in accordance with Articles 17.1 and 17.2.

ARTICLE 18 - SPECIAL AND OTHER LEAVE

18.1 Bereavement Leave

- (a) In the case of death in the immediate family an employee shall be entitled to one (1) day with pay. Upon written request, an employee shall be entitled to up to five (5) days' general leave in conjunction with the one (1) day with pay.

(b) Immediate family is defined as an employee's parent, wife, husband, child, brother, sister, father-in-law, mother-in-law, grandparents, grandchild and any other relative permanently residing in the employee's household or with whom the employee permanently resides.

(c) In the event of the death of the employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law, the employee shall be entitled to special leave for one (1) day without pay for the purpose of attending the funeral or memorial service.

(d) If an employee is on general leave, because of a terminally ill member of the immediate family, and if the employee would have worked during the week of the funeral, the employee shall be entitled to bereavement leave as above.

18.2 Special Leave

(a) Where leave from work is required, an employee shall be entitled to special leave without pay for the following:

- (1) marriage of the employee..... three (3) days;
- (2) attend wedding of the employee's child one (1) day;
- (3) birth or adoption of the employee's child..... one (1) day;
- (4) serious household or domestic emergency one (1) day;
- (5) moving household furniture and effects one (1) day;
- (6) attend her/his formal hearing to become a Canadian citizen one (1) day;
- (7) attend funeral as pallbearer or mourner one-half (½) day.

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

18.3 General Leave

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

18.4 Pregnancy Leave, Family Leave and Jury Duty

(a) *Pregnancy Leave*

(1) A pregnant employee who requests leave under this section is entitled to up to seventeen (17) weeks of unpaid leave:

- (i) beginning (a) no earlier than eleven (11) weeks before the expected birth date; and (b) no later than the actual birth date; and
- (ii) ending (a) no earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period; and (b) no later than seventeen (17) weeks after the actual birth date.

(2) An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.

(3) An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under Subsection (1) or (2).

- (4) A request for leave must:
 - (i) be given in writing to the Employer;
 - (ii) if the request is made during the pregnancy, be given to the Employer at least four (4) weeks before the day the employee proposes to begin leave; and
 - (iii) if required by the Employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under Subsection (3).
 - (5) A request for a shorter period under Subsection (1)(ii) must:
 - (i) be given in writing to the Employer at least one (1) week before the date the employee proposes to return to work; and
 - (ii) if required by the Employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.
- (b) *Parental Leave*
- (1) An employee who requests parental leave under this section is entitled to:
 - (i) for a birth mother who takes leave under Section (a) above in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-five (35) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Section (a) above unless the Employer and employee agree otherwise;
 - (ii) for a birth mother who does not take leave under Section (a) above in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-seven (37) consecutive weeks of unpaid beginning after the child's birth and within fifty-two (52) weeks after that event;
 - (iii) for a birth father, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event; and
 - (iv) for an adopting parent, up to thirty-seven (37) consecutive weeks beginning within fifty-two (52) weeks after the child is placed with the parent.
 - (2) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under Subsection (1).
 - (3) A request for leave must:
 - (i) be given in writing to the Employer;
 - (ii) if the request for leave under Subsection (1)(i) or (ii), be given to the Employer at least four (4) weeks before the employee proposes to begin leave; and
 - (iii) if required by the Employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
 - (4) An employee's combined entitlement to leave under (a) above and this section is limited to fifty-two (52) weeks plus any additional leave the employee is entitled to under Section (a)(3) or Subsection (2) of this section.

(c) *Family Responsibility Leave*

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

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

(d) *Duties of Employer*

- (1) An Employer must give an employee who requests leave under this Part the leave to which the employee is entitled.
- (2) An Employer must not, because of an employee's pregnancy or a leave allowed by this Part,
 - (i) terminate employment; or
 - (ii) change a condition of employment without the employee's written consent.
- (3) As soon as the leave ends, the Employer must place the employee
 - (i) in the position the employee held before taking leave under this Part; or
 - (ii) in a comparable position.
- (4) If the Employer's operations are suspended or discontinued when the leave ends, the Employer must, subject to the seniority provisions in a Collective Agreement, comply with Subsection (3) as soon as operations are resumed.

(e) *Jury Duty*

If an employee is required to attend court as a juror, the Employer has the same duties under Section D (2) to (4) in relation to the employee as if that employee were on leave under this Part.

18.5 Medical and WCB Leave

An employee on approved medical leave shall be credited with service seniority and will be re-instated to her/his former position upon recovery provided the employee returns to active duty within two (2) years following the commencement of the leave.

Where an employee is absent for more than two (2) years for the above-mentioned reasons, such employee will be required to submit a medical prognosis and a return to work schedule and will be assessed on the basis of that information. Where an employee cannot provide any indication of a return to work date, or does not submit the required information, that employee will be deemed to be terminated and shall be removed from the seniority list.

ARTICLE 19 - OCCUPATIONAL HEALTH AND SAFETY

19.1 Safety Program

The Employer shall establish a Safety Committee and schedule monthly meetings with employees in each seniority block to discuss health and safety matters. The Employer shall maintain a record of the meeting and matters discussed. Copies of the monthly report shall be sent to the BCGEU Area Office closest to each seniority block.

19.2 Unsafe Work Conditions

Pursuant to Section 3.12 of the Workers' Compensation Board Industrial Health and Safety Regulations, no employee shall be disciplined for refusal to work on an assignment in which, she/he considers to be unsafe.

19.3 Injury Pay Provision

An employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remaining hours that they would have otherwise worked on the day they received the injury.

19.4 Transportation of Accident Victims

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

19.5 Investigation of Accidents

- (a) Pursuant to the Workers' Compensation Board Industrial Health and Safety Regulations, all accidents resulting in a fatality, injury requiring medical treatment, or the potential for serious injury shall be investigated by at least one (1) representative designated by the BCGEU and one (1) management representative.
- (b) Reports shall be submitted on a mutually-agreed accident investigation form and copies sent to:
 - (1) Workers' Compensation Board;
 - (2) Employer Designate(s); and
 - (3) BCGEU Designate(s).
- (c) In the event of a fatality, the Employer shall immediately notify the President of the Union, or designate, of the nature and circumstances of the accident and arrange as soon as possible for a joint investigation.

19.6 Industrial First Aid Requirements and Courses

- (a) Where the Employer has a contract with a client that requires the Employer to provide an employee with a First Aid Certificate, such employee will receive a premium equal to the amount specified in the contract between the Employer and the client for that certificate.
- (b) The Union and the Employer agree that First Aid Regulations made pursuant to the Workers' Compensation Act shall be fully complied with.

19.7 Dangerous Goods, Special Wastes, Pesticides and Harmful Substances

Where employees are required to work with any dangerous goods, special waste, pesticide or harmful substance, the Employer shall ensure that the employees are adequately trained in the identification, safe handling, use, storage and/or disposal of same. The Employer is to provide any protective gear.

19.8 Radio Contact or Employee Check

- (a) Where employees are required to perform duties in isolated areas, where visual contact is impaired, they shall be supplied with an effective means of communication or have a pre-arranged "*employee check*" made at specified intervals and at a specific location. No employee shall be required to work alone in an isolated area.

(b) The Employer recognizes the need for coordination with operators on "radio controlled" industrial roads and agrees to make such arrangements in particular circumstances to establish as safe a working environment as possible when employees are required to use such roads.

ARTICLE 20 - CONTRACTING

20.1 No Contracting Out

(a) Work presently being performed by the employees covered by this Agreement will not be contracted out which would result in the laying off of such employees.

(b) Work presently being performed by employees covered by this Agreement will not be contracted out within a seniority block while qualified employees with recall rights, within a seniority block, are laid off or on layoff.

ARTICLE 21 - HEALTH AND WELFARE BENEFITS

21.1 Medical Examination

Where the Employer requires an employee to submit to a medical examination or medical interview, it shall be at the Employer's expense, and if it occurs at a time the employee would have otherwise worked it shall be without loss of pay.

21.2 Benefits

Effective January 1, 2000, employees who have worked more than fifteen hundred (1500) hours shall receive twenty-five cents (25¢) per working hour in lieu of Health and Welfare Benefits.

ARTICLE 22 - EMPLOYEE EQUIPMENT AND CLOTHING

22.1 Personal Protective Equipment

(a) The Employer will provide each employee with a hard hat, reflective vest, paddle, staff and reflective wrist bands.

(b) All new employees hired will be required to provide the Employer with a fifty dollar (\$50.00) deposit for the personal protective equipment listed in 22.1(a). This deposit will be refunded to the employee when they return the personal protective equipment listed in 22.1(a) to the Employer.

(c) The personal protective equipment listed in 22.1(a) must be returned to the Employer upon termination of employment, or when requested by the Employer; reasonable wear and tear excepted.

(d) The deposit will be forfeited if the employee does not comply with 22.1(c) or if the employee uses the personal protective equipment for any purpose other than working for the Employer.

(e) Replacement of unusable items will be made upon surrender of items to be replaced.

22.2 Safety Equipment

(a) With the exception of boots and prescription glasses the Employer will supply all safety equipment required for the job under Workers' Compensation Regulations. This equipment will include, but not be restricted to the following:

- reflective wrist bands;
- flashlight and batteries;
- two-way radios with backup batteries;

- restrictive hearing devices;
- respirators.

(b) Replacement of unserviceable items will be made upon surrender of items to be replaced.

22.3 Equipment

Equipment that is property of the Employer shall not be used by an employee for any purpose other than working for the Employer. Employer equipment includes all equipment owned, leased, or rented by the Employer.

ARTICLE 23 - RATES OF PAY AND CLASSIFICATION

23.1 Rates of Pay

Employees shall be paid in accordance with the rates of pay as set out in Appendix "A".

23.2 Classification and Salary Assignments

When a new job classification is introduced which is not included in the list of classifications in Appendix "A", or where an existing job classification is changed to such a degree that a revision of the rate for that job classification is necessitated, the Employer and the Union shall negotiate a wage rate for such job classification.

Every effort will be made by the Parties to conclude these above-mentioned negotiations within forty-five (45) days, but in any event, the rate established shall be retroactive to the day the new job commenced.

In the event the Parties hereto are unable to conclude negotiations the matters in dispute shall be referred to arbitration under the terms of this Agreement.

23.3 Paydays

- (a) Employees shall be paid semi-monthly.
- (b) A comprehensive statement detailing all payments, allowances and deductions shall accompany the paycheque for each pay period.
- (c) When a payday falls on an employee's rest day, the Employer shall issue the paycheque on the last shift worked prior to the payday, provided the cheque is available.

23.4 Substitution Pay

Where an employee substitutes to a higher-paying position for more than one-half (½) hour, she/he shall be paid the higher rate by one-half (½) hour increments.

ARTICLE 24 - PREMIUMS AND ALLOWANCES

24.1 Meal Allowances

Where an employee is required by the Employer to perform work in another seniority block, and such employee has been authorized by the Employer to obtain overnight accommodation, such employee shall be entitled to the following meal allowances:

Breakfast\$ 9.00
 Lunch\$11.00
 Dinner\$18.00

24.2 Accommodation, Board and Lodging

- (a) Where an employee is required by the Employer to perform work in another seniority block, and such employee has been authorized by the Employer to obtain overnight accommodation, such employee shall be entitled to an allowance equal to the cost of such single accommodation, at a hotel or other public facility designated by the Employer.
- (b) Where private accommodation is used (house, camper, trailer, etc.) in lieu of 24.2(a), employees will be entitled to thirty dollars (\$30.00) per night in lieu of hotel/motel expenses.

24.3 Vehicle Allowance

Employees who are required by the Employer to transport signs and/or other equipment (other than personal safety equipment) and, when required, other crew members, shall be paid a vehicle allowance as follows for all hours worked on any day they provide such transport:

Date of Ratification.....\$2.10 per hour

To qualify for this allowance an employee must also indicate the one-way kilometres driven from their place of residence to the worksite on each time ticket they submit.

The vehicle allowance on fair wage projects shall be half of the rate listed above.

24.4 Travel Time

Where an employee is required, by the Employer, to travel more than forty (40) kilometres in each direction from her/his place of residence to the job site, such employee shall be compensated at her/his regular rate of pay for time spent travelling that exceeds forty (40) kilometres between her/his place of residence and the job site. Such payment shall be subject to verification of travel time by the Employer, and shall not be considered as time worked for the purpose of calculating overtime. For the purpose of calculating this benefit, sixty (60) kilometres travelled shall be the equivalent of one (1) hour's pay. Travel in excess of five (5) minutes or five (5) kilometres shall be paid in fifteen (15) minute increments. The table below is an example of how this benefit is calculated based on various one-way travel distances from an employee's place of residence.

One-Way (kilometres)		
From	To	Hours
0.0	40.0	0.00
40.1	50.0	0.25
50.1	57.5	0.50
57.6	65.0	0.75
65.1	72.5	1.00
72.6	80.0	1.25
80.1	87.5	1.50
87.6	95.0	1.75
95.1	102.5	2.00
102.6	110.0	2.25
110.1	117.5	2.50
117.6	125.0	2.75
125.1	132.5	3.00

One-Way (kilometres)		
132.6	140.0	3.25
140.1	147.5	3.50
147.6	155.0	3.75
155.1	162.5	4.00
162.6	170.0	4.25
170.1	177.5	4.50
177.6	185.0	4.75
185.1	192.5	5.00
192.6	200.0	5.25

24.5 Telephone Allowance

Employees who are required to obtain overnight accommodation shall be entitled to claim one (1) three (3) minute call home, to or within British Columbia.

24.6 Recertification

Until a government approved standardized provincial traffic control person training course becomes mandatory, the Employer will renew traffic control person certification, without charge, to employees with more than two hundred and forty (240) hours of seniority.

24.7 Training

- (a) When the Employer requires an experienced traffic control person to train another traffic control person in the practical aspects of traffic control, or to assess their abilities, she/he shall receive an additional one dollar and fifty cents (\$1.50) per hour for every hour spent training and/or assessing a traffic control person on the roadway as authorized by the Employer.
- (b) The Employer, after receiving input from the appropriate Supervisor and/or Supervisor/Area Dispatcher, will determine who will provide training and how many hours training a traffic control person will receive.

ARTICLE 25 - GENERAL CONDITIONS

25.1 Copies of Agreements

- (a) The Union will provide the Employer with sufficient copies of the complete printed Collective Agreement so that each employee can receive a copy. The Union will be responsible for all costs associated with printing and assembling finished copies of the Agreement and the Employer will distribute them to the employees within thirty (30) days following receipt of the finished copies from the Union.
- (b) The cover of the Agreement shall read as follows:

COLLECTIVE AGREEMENT
between
J. CAT HOLDINGS LTD.
and the
B.C. GOVERNMENT AND SERVICE
EMPLOYEES' UNION (BCGEU)

Effective from January 1, 2003 to December 31, 2004

- (c) All Agreements shall be printed in a Union shop and shall bear a recognized union label.

25.2 Travel Advance

Where the Employer requires an employee to travel outside her/his seniority block and stay overnight in hotel/motel the Employer will endeavour to provide an adequate travel advance.

ARTICLE 26 - LABOUR/MANAGEMENT COMMITTEE

The Employer and the Union agree to establish a Labour/Management Committee comprised of two (2) Employer designates and two (2) Union representatives, at least one (1) of whom shall be an employee. The Committee shall meet at the written request of either Party, but not more often than once every three (3) months, and not less than once every calendar year, at a time and place to be mutually agreed.

ARTICLE 27 - HARASSMENT

27.1 Sexual Harassment

- (a) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment. The Employer shall take such actions as are necessary respecting an employee engaging in sexual harassment.
- (b) Sexual harassment means sexually oriented verbal behaviour, physical behaviour, or literature, which an individual would reasonably find to be unwanted or unwelcome, giving consideration to all surrounding circumstances and which may detrimentally affect the work environment.
- (c) To constitute sexual harassment, behaviour may be repeated or persistent or may be a single serious incident.
- (d) Sexual harassment will often, but need not, be accompanied by an expressed or implied threat of reprisal or promise of reward.
- (e) Both males and females can be sexually harassed by members of either sex.

27.2 Personal Harassment

- (a) The Employer and the Union recognize the right of employees to work in an environment free from personal harassment and agree that employees who engage in personal harassment may be disciplined.
- (b) Personal harassment means verbal or physical behaviour that is discriminatory in nature, based upon another person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, or sexual orientation. It is discriminatory behaviour, directed at an individual, which causes substantial distress in that person and serves no legitimate work-related purpose. Such behaviour could include, but is not limited to:
 - (1) physical threats or intimidation;
 - (2) words, gestures, actions, or practical jokes, the natural consequence of which is to humiliate, alarm or abuse another person;
 - (3) distribution or display of offensive pictures or materials.
- (c) To constitute personal harassment, behaviour may be repeated or persistent or may be a single serious incident.
- (d) Personal harassment does not include actions occasioned through the exercising in good faith the Employer's supervisory rights and responsibilities.

27.3 Harassment and Complaint Procedures

In the case of a complaint of either personal or sexual harassment, the following shall apply:

- (a) An employee (complainant) who wishes to pursue a concern arising from an alleged harassment may submit a complaint in writing within sixty (60) days of the latest alleged occurrence directly to the President.
- (b) An alleged harasser (respondent) shall be given notice of the substance of such a complaint under this clause and shall be entitled to attend, participate in, and be represented at any hearing pursuant to (g) below.
- (c) The President or her designate shall investigate the complaint and take steps to resolve the concern within thirty (30) days of receipt of the complaint. The complainant and respondent shall be apprised of the President's resolution.
- (d) Both the complainant and the respondent shall be given the option of having Union representation at any meeting held pursuant to the above investigation.
- (e) Pending determination of the complaint, the President may take interim measures to separate the employees concerned if deemed necessary.
- (f) In cases where harassment may result in the transfer of any employee, every effort will be made to relocate the harasser, except that the harassee may be transferred with her/his written consent.
- (g) Where either the complainant or the respondent is not satisfied with the President's response, the Union will be advised and may put the complaint, within thirty (30) days, before a mutually agreed upon, independent adjudicator who specializes in cases of personal harassment or sexual harassment. The adjudicator shall work with the Parties to achieve a mutually acceptable resolution and if this is not achieved, the adjudicator shall have the right to:
 - (1) dismiss the complaint;
 - (2) determine the appropriate level of discipline to be applied to the harasser;
 - (3) make further recommendations as are necessary to provide a final and conclusive settlement of the complaint;
- (h) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer will take appropriate action which may include discipline.
- (i) Complaints under this article shall be treated in strict confidence by all Parties involved.

ARTICLE 28 - TERM OF AGREEMENT

28.1 Term and Effective Date

- (a) This Agreement shall be binding and remain in effect to midnight December 31, 2004.
- (b) The provisions of this Agreement, except as otherwise specified, shall come into force and effect upon ratification of this Agreement.

28.2 Notice to Bargain

- (a) This Agreement may be opened for collective bargaining by either Party by giving written notice to the other Party on or after July 1, 2004, but in any event not later than midnight, July 31, 2004.
- (b) Where no notice is given by either Party prior to July 31, 2004 both Parties shall be deemed to have given notice under this section on July 31, 2004.

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

(d) Where a Party to this Agreement has given notice under sub-section (a) above, the Parties shall, within ten (10) days after the notice was given or at such other times as may be mutually agreed, commence collective bargaining.

28.3 Agreement to Continue in Force

Should either Party give written notice to the other Party pursuant hereto, or such notice be deemed to be given by operation of law, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike and a legal strike has commenced, or the Employer shall give notice of lockout and a legal lockout has commenced, or the Parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement.

28.4 Changes in Agreement

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

28.5 Limitations

(a) The signing of this Agreement supersedes all other Agreements and understandings between the Parties hereto.

(b) The Parties hereto agree that the operation of Sections 50(2) and 50(3) of the Labour Relations Code of British Columbia is excluded from this Agreement.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

George Heyman, President

Jan Johnston, President

Cheryl Levesque, Bargaining Committee

Brock Johnston, General Manager

Robyn Plischke, Bargaining Committee

Norman A. Blaine, Bargaining Committee

Jim French, Staff Representative

Dated this _____ day of _____, 20 _____.

**APPENDIX A
WAGE RATES**

Except as specified herein, the following rates shall become effective the date of ratification.

Seniority in Actual Hours Worked	Traffic Control Person	Supervisor/Area Dispatchers and Supervisors
0 – 500	\$8.04	\$9.05
501 – 1000	8.24	9.25
1001 – 1500	8.64	9.65
1501 – 3000	9.35	10.35
3001 – 4500	10.45	11.46
4501 – 6000	11.06	12.06
6000 + Hours	11.56	12.56

Effective July 1, 2004

Hours	Traffic Control Person	Supervisor/Area Dispatchers and Supervisors
0 – 500	\$8.08	\$9.10
501 – 1000	8.28	9.30
1001 – 1500	8.68	9.70
1501 – 3000	9.40	10.40
3001 – 4500	10.50	11.52
4501 – 6000	11.12	12.12
6000 + Hours	11.62	12.62

The above dollar per hour rates will be paid for time spent performing traffic control and other assigned duties. Pay will start from designated start time at the job site and will end in accordance with the time ticket as signed by the client representative. Employees shall not be paid for meal breaks except as per Article 13.5. Where employees are required to set up and take down equipment, this shall be considered time worked to aggregate maximum of thirty (30) minutes per crew, per shift, which may be divided by more than one (1) employee at the sole discretion of the senior driver.

A Supervisor/Area Dispatcher may elect to dispatch a Traffic Control Person to flag in the place of herself/himself in those instances where the Supervisor/Area Dispatcher would have been eligible to be dispatched to work under the provisions of Article 11 of the Collective Agreement. In such cases, the Supervisor/Area Dispatchers will receive a dispatch fee of one dollar (\$1.00) per hour for each hour actually worked by the Traffic Control Person working in the place of the Supervisor/Area Dispatcher.

Supervisor/Area Dispatchers will receive an allowance of twenty cents (20¢) per hour for each hour of work performed by each employee they have dispatched. Supervisors, who supervise more than fifteen (15) employees in a pay period, shall receive ten cents (10¢) per hour for each hour of work performed by each employee.

Where an employee has been specifically authorized by the Employer to use their personal vehicle on Employer business, other than transporting equipment and crew members to a job site, the employee will receive thirty cents (30¢) per kilometre for all kilometres driven in excess of fifty (50) per day, or if pre-approved by the Employer, reimbursement of fuel costs upon employee providing receipts.

Where an employee is dispatched to drive a vehicle belonging to the Employer, that employee shall be paid ten dollars (\$10.00) per hour or their normal rate of pay (whichever is greater) even though other work may be performed. The Employer may, at its discretion, determine that an employee will not be permitted to drive a vehicle belonging to the Employer.

Where an employee uses their own vehicle as a "*shadow*" vehicle, that employee will receive a premium of five dollars (\$5.00) per hour for each hour, or portion thereof, that the vehicle is so used. This is in addition to the rate they would have received as a flag person under the specified Base Contract Price for the contract under which the work is performed.

Nothing in this Collective Agreement shall prevent the Parties from agreeing to pay rates higher than those listed in this Appendix "A" when the Parties deems it appropriate to do so.

**APPENDIX B
DUTIES**1. ***"Supervisor"***

Normal duties include:

- (a)
- perform traffic control duties;
 - hire employees;
 - collect time sheets;
 - distribute paycheques;
 - distribute company items to employees as requested by the Employer
 - provide storage for company equipment;
 - deliver disciplinary letters to employees on behalf of the Employer;
 - report incidents to the Employer regarding the poor behaviour and/or performance of an employee;
 - hold safety meetings once per month.
- A Supervisor does not have the authority to terminate an employee's employment with the company or to take any disciplinary action against an employee.
- A Supervisor does not have the authority to purchase or rent equipment without the Employer's consent.
- A Supervisor will not be permitted to contact the Employer's clients regarding the business relationship or terms of the contracts between the client and the Employer.
- (b) The Employer may require the Supervisor to perform duties that have not been listed in (a) above. If the Employer requires the Supervisor to perform duties not listed above, the terms for payment will be the same as the terms set out in the Collective Agreement or if the requirement is excessive, the Employer and the Union will discuss and agree on the terms.
- (c) As a condition of the classification, a Supervisor must possess a valid driver's license and may be required to provide and drive a vehicle.

2. ***"Supervisor/Area Dispatcher"***

Normal duties performed:

- perform all the duties of a Supervisor as set out in 1(a)(b) and (c) above;
- take job orders from clients;
- dispatch local employees out to work in seniority order;
- record "*call times*" and names of employees called for seniority purposes;
- report all employee performance incidents to the Employer;
- contact the Employer regarding any concerns brought to their attention by the Employer's clients.

**MEMORANDUM OF UNDERSTANDING 1
WAGE REOPENER**

- a) It is agreed that should the Employer be successful bidding on a contract paying twenty dollars (\$20.00) or more per hour, with provisions for the customer to pay overtime, or on a "*Fair Wage*" project the following will apply:
1. Employees will be offered work on the project(s) as per Article 11.
 2. If the contract is a "*Fair Wage*" project the fair wage will apply and not Appendix "A".
 3. If the contract is not a "*Fair Wage*" project the Employer shall pay thirteen dollars (\$13.00) per hour for traffic control persons or sixty-five percent (65%) of the bid price, whichever is greater.
 4. Supervisors and/or Area Dispatchers/Supervisors will receive one dollar (\$1.00) more per hour than traffic control persons when performing traffic control duties.
- b) It is agreed that should the Employer be successful bidding on an all-inclusive contract paying twenty-five dollars (\$25.00) or more per hour which does not pay overtime, the following will apply:
1. Employees will be offered work on the project(s) as per Article 11.
 2. The Employer shall pay thirteen dollars (\$13.00) per hour for traffic control persons or fifty-two percent (52%) of the bid price, whichever is greater.
 3. Supervisors and/or Area Dispatchers/Supervisors will receive one dollar (\$1.00) more per hour than traffic control persons when performing traffic control duties.
- c) Excluding the amendments above, all other articles of this Collective Agreement will apply.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

George Heyman, President

Jan Johnston, President

Cheryl Levesque, Bargaining Committee

Brock Johnston, General Manager

Robyn Plischke, Bargaining Committee

Norman A. Blaine, Bargaining Committee

Jim French, Staff Representative

Dated this _____ day of _____, 20 _____.