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COLLECTIVE AGREEMENT

between

**PEACE COUNTRY MAINTENANCE LTD.
(Contract Area 21)**

and the

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

Effective from December 1, 1996 to November 30, 1999

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DEFINITIONS

For the purpose of this Agreement:

- (1) "Bargaining unit" means all employees of the maintenance contractor except those excluded by the Act and those mutually agreed to between the Parties to this Agreement.
- (2) "Bargaining Unit Work" means all work and contracting work performed by the Employer and all road and bridge maintenance work required by the Province of B.C.
- (3) "Basic pay" means the rate of pay negotiated **by** the Parties to this Agreement, including add-to-pay resulting from salary protection.
- (4) "Child" wherever the word "child" is used in this Agreement, it shall be deemed to include a ward of the Superintendent of Family and Child Services, or a child of a spouse;
- (5) "Common-law *Spouse*" includes same sex and opposite sex individuals where the employee has signed a declaration or affidavit that he/she has been living in a common-law relationship or has been co-habiting for at least twelve (12) months. The period of co-habitation may be less than twelve (12) months where the employee has claimed the common-law spouse's child/children for taxation purposes.
- (6) "*Contract Area*" means the geographic maintenance area **as** negotiated between the Employer and the Province of B.C.
- (7) "*Day of rest*", in relation to employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties of his/her position.
- (8) "*Demotion*" means a change from an employee's position to one with a lower salary.
- (9) "Employee" means a member of the bargaining unit and includes;
 - (a) "Regular" - meaning an employee who is employed for work which is of a continuous full-time or continuous part-time nature;
 - (b) "Auxiliary" - meaning an employee who is employed for work which is not of a continuous nature;
 - (c) "employee" does not include managerial or confidential positions mutually excluded by the Parties to this Agreement or by decision of the Labour Relations Board.
- (10) "Employer" means Peace Country Maintenance Limited.
- (11) "Holiday" means the twenty-four (24) hour period commencing at 0001 hours of a day designated as a paid holiday in this Agreement.
- (12) "Hours travelled" means hours spent travelling from point to point on an hourly or daily basis laid down by the Employer and does not include meal breaks, lodging time, or time spent other than travelling.
- (13) "Lateral *Transfer*" or "*transfer*"- means the movement of an employee from one position to another pursuant to Article 13.7.
- (14) "*Layoff*" includes a cessation of employment or elimination of a job resulting from a reduction of the amount or work required to be done by the Employer, a reorganization, program termination, closure or other material change in organization and where, should work become available, employees will be recalled in accordance with Article 31.
- (15) "*Leave of absence with pay*" means to be absent from duty with permission and with pay
- (16) "*Leave of absence without pay*" means to be absent from duty with permission but without pay

- (17) *"Point of Assembly"* means that location where an employee regularly reports for work assignments within his/her seniority block.
- (18) *"Probation"* means the first sixty (60) working days' of employment.
- (19) *"Promotion"* means a change from an employee's position to one with a higher salary level.
- (20) *"Qualified"* means that the employee meets the requirements of the classification.
- (21) *"Relocation"* means the movement of an employee from one seniority block or their regular point of assembly to another.
- (22) *"Resignation"* means a voluntary notice by the employee, in writing, that he/she is terminating his/her service on the date specified.
- (23) *"Rest period"* is a paid interval which is included in the workday and is intended to give the employee an opportunity to have refreshments or a rest.
- (24) *"Seniority block"* means that geographic area in which an employee earns and maintains seniority as per Memorandum of Understanding No. 4.
- (25) *"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.
- (26) *"Steward"* means the Union's representative at the local level who shall perform duties in accordance with the Collective Agreement and as designated by the President or staff of the Union.
- (27) *"Spouse"* includes husband, wife and common-law-spouse.
- (28) *"Termination"* is the separation of an employee for just cause.
- (29) *"Travel status"* with respect to an employee means absence of the employee from his/her seniority block on the Employer's business with the approval of the Employer.
- (30) *"Union"* means the B.C. Government and Service Employees' Union.
- (31) *"Workday"* is a period of twenty-four (24) consecutive hours commencing with the starting time of any shift. For the purpose of calculating compensatory overtime rates only, the time worked prior to, but adjoining to, a shift shall be deemed as time worked after a shift.
- (32) *"Work group"* is a crew or number of crews which work from a common point of assembly and perform work of a similar nature in a defined seniority block (ie: road crew, bridge crew, mechanical crew, etc.). Where more than one (1) group works from a common point of assembly the work groups will be named by the Employer.
- (33) *"Work schedule"* means the roster of work hours and days, start and finish times, length of scheduled work day, shift patterns and where appropriate, averaging periods in order to meet the annual hours of work.

ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

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

1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement, and the Parties hereto shall negotiate a mutually agreeable provision to be substituted. If mutual agreement cannot be reached, the matter may be submitted to Arbitration by either Party.

1.3 Conflict With Policy

In the event that there is a conflict between the contents of this Agreement and any policy made by the Employer, or on behalf of the Employer, this Agreement shall take precedence over the said policy. The Employer has the right to make rules and policies provided they are not inconsistent with this Agreement.

1.4 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, as the context requires.

1.5 Harassment

(a) The Union and the Employer recognize the right of employees to work in an environment free from harassment. Examples include but are not limited to sex, race, religion, colour, marital status, sexual orientation, family status, and disability.

(b) If there is an allegation of harassment, the employee will inform the next highest level of Management not involved in the allegation, in writing, and request assistance resolving this issue within thirty (30) calendar days of the alleged occurrence. Such Management or his/her designate shall investigate the allegation, take steps to resolve the concern as appropriate within thirty (30) calendar days of the issue being raised by the employee and will discuss the proposed resolution with the employee. An employee shall have the right to have a steward present during these discussions.

(c) If the proposed resolution is unacceptable to the employee, the employee may proceed with a grievance to be filed at Step 2 of the grievance procedure.

(d) The Employer may discipline any employee whose allegation of harassment is found to be frivolous in nature. Such action shall only be for just cause and may be grieved.

1.6 Human Rights and Employment Standards Act

The Parties hereto subscribe to the principles of the Human Rights Act of British Columbia. It is further agreed that where ever this Agreement is silent, the provisions of the Employment Standards Act shall apply subject to the provisions of Article 1.2.

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.1 Bargaining Unit Defined

(a) The bargaining unit shall comprise all employees of Peace Country Maintenance Ltd., except those employees in positions mutually agreed to between the Parties as managerial and/or confidential exclusions or

those positions excluded under the Labour Relations Code.

- (b) The bargaining unit is further described as employees of Peace Country Maintenance Ltd.,
 - (1) perform road and bridge maintenance work in Contract Area #21 and
 - (2) perform work in classification as set out in Appendix "1" of this Agreement
- (c) Positions excluded by this Agreement shall be as described in Appendix 5 "Excluded Personnel".

2.2 Bargaining Agent Recognition

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

2.3 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 his/her 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 General Manager of the Company or his/her 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 of this Agreement shall be forwarded to the other Party's appropriate designate.

2.4 No Other Agreement

No employee covered by this Agreement shall be required or permitted to make a written or oral agreement with the Employer or its representatives which may conflict with the terms of this Agreement.

2.5 No Discrimination for Union Activity

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

2.6 Recognition of Stewards

- (a) The Employer recognizes the Union's right to appoint stewards, in accordance with Memorandum of Understanding #12 and the Union shall notify the Employer of such appointments, in writing. A steward shall obtain the permission of his/her supervisor prior to leaving his/her work duties as an employee, and indicate to the Employer the approximate time of return, when attending to Union duties relating to the Employer's operations. Should the steward require additional time to attend to the matter, he/she will receive prior permission regarding any extension required. Leave for this purpose shall be with current pay and permission shall not be unreasonably withheld. On resuming his/her duties the steward shall notify his/her supervisor.
- (b) The duties of stewards shall include but are not limited to:
 - (1) investigation of complaints of an urgent nature;
 - (2) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
 - (3) supervision of ballot boxes and other related functions during Union votes;
 - (4) attending meetings at the request of the Employer.
- (c) Upon request and subject to a recognized lack of other facilities, the Employer will not unreasonably withhold approval to utilize Employer assembly rooms for the purpose of the election of a Union steward on the employee's time. This article is subject to the availability of a suitable employee who shall accept responsibility

for the care of equipment and facilities in the place of work while the election is being conducted.

2.7 Union Bulletin Boards

(a) The Employer shall provide a bulletin board at each regular assembly point for the exclusive use of the Union, the sites to be determined by mutual agreement between the Employer and the Union. The use of such bulletin boards shall be restricted to the business affairs of the Union. Such information shall be posted by and removed by a designated steward.

(b) When distributing literature at the Employer's place of business the Union agrees to provide the Employer with a copy and circulate the literature to bargaining unit employees from a location as approved by the Employer.

2.8 Union Insignia

(a) A Union member shall have the right to wear or display the recognized insignia of the Union. 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 recognized insignia of the Union shall include the designation "BCGEU". This designation shall, at the employee's option, be placed on stenography **typed** by a member of the Union. This designation shall be placed below the signatory initials on typewritten correspondence.

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

2.9 Right to Refuse to Cross A Picket Line

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

2.10 Time Off for Union Business

(a) Leave of absence without pay and without loss of seniority, may be granted by the Employer taking into consideration operational requirements, for:

(1) an elected or appointed Union representative to attend conventions of the Union and bodies to which the Union is affiliated;

(2) an elected or appointed Union representative to attend to Union business which required them to leave their general work area;

(3) employees who are representatives of the Union or the bargaining committee to attend meetings of that Committee;

(4) an employee called by the Union to appear as a witness before an arbitration board.

(b) Leave of absence without loss of pay or seniority shall be granted to Union appointees who are attending and may require travel time to attend the Labour/Management committee.

(c) To facilitate the administration of leaves without pay, the leave shall be given at current pay and the Union shall reimburse the Employer for salary **and benefit** costs.

The Union shall reimburse the Employer for the employee's basic pay plus thirty-two percent (**32%**) of basic pay for benefit costs. Should the level of reimbursement for benefit costs by the Union be higher in another contract area, then the Union will reimburse the Employer for employee Leaves at that higher rate.

(d) The Union shall provide the Employer with fourteen (14) calendar days notice prior to the commencement of leaves. The Employer subject to operational requirements will not unreasonably withhold the granting of leaves where less than fourteen (14) calendar days notice is given.

(e) Chief stewards - leaves of absence with current pay, benefits and without loss of seniority will be granted to one (1) chief steward per contract area for up to a total of three (3) days' per calendar year per contract area to deal with Collective Agreement related problems at work sites within the contract area. Further leaves will be granted as required as per Article 2.10(a)(2). The bargaining committee chairperson from each contract area will act as the chief steward.

2.11 Union Bargaining Committee

The Employer agrees to provide three (3) employees who are members of the Union bargaining committee leave without pay while at negotiations meetings with the Employer.

2.12 Union Representatives

(a) Union representatives shall be permitted entry to the Employer's premises in order to carry out their required duties. Union representatives shall notify the designated supervisor in advance of this requirement and shall also indicate the purpose for entering. Union representatives shall not interfere with the operational requirements of the Employer.

(b) The Employer shall make available to Union representatives, temporary use of an office or similar facility to conduct confidential investigation of grievances.

(c) Union representatives include the President, staff, stewards and executive members.

(d) The Employer shall allow reasonable use of assembly rooms or similar facilities for the purpose of conducting Union meetings on the employee's time. Union representatives shall be allowed reasonable use of the Employer's telephone and facsimile machines for the purpose of conducting Union business on the employee's time.

2.13 Emergency Services

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

2.14 No Interruption of Work

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

ARTICLE 3 - UNION SECURITY

(a) All employees in the bargaining unit who on March 8, 1974, were members of the Union or thereafter become members of the Union shall, as a condition of employment, maintain such membership (subject only to the provisions of Section 17 of the Labour Relations Code).

(b) All employees hired on or after March 8, 1974, shall, as a condition of continued employment, become members of the Union, and maintain such membership, upon completion of fifteen (15) days' as an employee (subject only to the provisions of Section 17 of the Labour Relations Code).

(c) Nothing in this Agreement shall be construed as requiring a person who was an employee prior to March 8, 1974, to become a member of the Union.

ARTICLE 4 - UNION DUES AND ASSESSMENTS

(a) The Employer shall, as a condition of employment, deduct from the wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular dues payable to the Union by a member of the Union.

- (b) The Employer shall deduct from each employee, who is a member of the Union, any assessments levied in accordance with the Union's Constitution and Bylaws and owing by the employee to the Union.
- (c) Deductions shall be made for each biweekly payroll period and membership dues or payments in lieu thereof shall be considered owing in the period for which they are so deducted.
- (d) All deductions shall be remitted to the President of the Union not later than twenty-eight (28) days' after the date of deduction and the Employer shall also provide the following information by Contract Area,:

- (1) Social Insurance Number
- (2) Surname and First Name
- (3) Sex
- (4) Address
- (5) Job Classification
- (6) Gross Pay
- (7) Month-to-Date Dues

The above information will be supplied on a computer disk in ASCII format provided the Employer's computer program is compatible to the Union's computer program. **If** the systems are not compatible or should they ever become not compatible; the past practice of remittance shall continue.

- (e) Before the Employer is obligated to deduct any amount under (a) or (b) above, the Union must advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.
- (f) From the date of the signing of this Agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit.
- (g) 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 year.
- (h) An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's wages or salary, the amount of the regular dues payable to the Union by a member of the Union.

ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Union dues. A new employee shall be advised of the name and location of his/her steward. If the steward is employed in the same seniority block as the new employee, the employee's immediate supervisor will introduce him/her to his/her steward. The steward will provide the employee with a copy of the Collective Agreement and will inform the employee of his/her rights with respect to the Collective Agreement, the benefits therein and the duties of Union membership.

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 Management Performing Bargaining Unit Work

Management shall not perform bargaining unit work except in the following circumstances:

- (a) in an emergency situation where bargaining unit employees are not immediately available;
- (b) instruction of employees in addition to Operator Training as defined in Article 30.

ARTICLE 7 - EMPLOYER/UNION RELATIONS

7.1 Union and Employer Representation

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. To implement this the Union shall supply the Employer with the names of its officers/stewards 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.

7.2 Technical Information

The Employer agrees to provide to the Union such non-confidential demographic information such as age, number of dependents, etc. relating to employees in the bargaining unit that is readily available, as may be required by the Union for collective bargaining purposes.

7.3 Labour/Management Committee

(a) The Employer and the Union agree to establish a single Labour/Management committee comprised of two (2) Employer representatives, with one (1) being the General Manager and two (2) Union representatives, with one (1) being the staff representative. The Committee shall meet at the request of either Party, but at least once every two (2) months, at a place and time to be mutually agreed. An agenda shall be developed by the Parties in advance of the meeting. The employees will receive payment for time lost from their scheduled shift while attending the meetings.

(b) The Committee shall be co-chaired by an Employer and Union representative. The purpose of the meetings shall be to exchange information of mutual interest, to review administrative matters arising from this Agreement, and to maintain effective Union/Employer relations. Any discussions of grievances, as defined by this Agreement, shall be treated strictly on a "without prejudice" basis.

(c) The Committee will be responsible for developing and recommending an annual training program that is designed to enhance the existing skill base of employees while increasing an employee's suitability for promotional opportunities.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.1 Grievances

Should a dispute arise respecting the interpretation, application, operation, or any alleged violation 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 manner described in this Article.

8.2 Step 1

Every effort shall be made by an employee and his/her immediate supervisor to resolve the issue verbally. An employee shall have the right to have his/her 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 circumstance giving rise to the grievance, submit a grievance in writing to the Employer's designate. The Employer's designate will sign and date the grievance form to confirm receipt.

8.3 Step 2

The Employer's designate shall meet with the Union's designate within fifteen (15) calendar days after receipt of the grievance. This meeting may be waived by mutual agreement. The Employer's designate shall reply in writing to the employee's grievance within twenty-one (21) days' of receiving the grievance at Step 2.

8.4 Time Limit to Submit to Arbitration

Failing satisfactory settlement at Step 2, the Union's Area Staff Representative may submit the grievance to

arbitration within twenty-one (21) calendar days of the date of receipt of the Employer's Step 2 reply or of the date it is due. The Union's Area Staff Representative may:

- (a) Submit the grievance to arbitration pursuant to Article 9;
- (b) Make application under Section 87 of the Labour Relations Code for a Settlement Officer;
- (c) Where Section 87 is used, the twenty-one (21) calendar day requirement to file the grievance at arbitration shall commence from the date of the hearing with the Settlement Officer.
- (d) agree to submit the grievance to expedited arbitration in accordance with Article 9.6

8.5 Policy Grievance

Either Party may submit a policy grievance respecting the general application, interpretation, or an alleged violation of an Article of this Agreement, within twenty-one (21) calendar days of the occurrence giving rise to the grievance, and arbitration pursuant to Article 9.1.

8.6 Time Limits

If a grievance is not initiated in accordance with the prescribed time limits, such grievance shall be deemed to be abandoned by the Union. However, the Union will not be deemed to have prejudiced its position on any future grievance.

Should either Party exceed the time limits set out in this Article, or fail to request an extension of the time limits, in writing, within the time limits, the Party exceeding the time limits must concede the grievance. However, either Party will not be deemed to have prejudiced its position on any future grievance. Request for time limit extensions shall not be unreasonably withheld.

8.7 Administrative Provisions

Grievances and replies at Steps 1 and 2 of the grievance procedure, which are required in writing, shall be sent by registered mail, facsimile transmission, or other mutually agreeable means. Written replies and notification shall be deemed to be presented on the date which they are registered, sent by facsimile transmission, or accepted by a courier and received on the day they were delivered or received by facsimile transmission in the appropriate office. Receipt of facsimile transmissions must be confirmed by the appropriate office in which they are received.

8.8 Technical Objections

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

8.9 Deviation from Grievance Procedure

- (a) The Employer agrees that after a grievance has been initiated at Step 1, 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 through the grievance procedure, an employee endeavours to pursue the same grievance through another channel, the Union agrees the grievance will be considered abandoned.

ARTICLE 9 - ARBITRATION PROCEDURE

9.1 Notification

The Union's Area Staff Representative may submit a grievance to arbitration within twenty-one (21) calendar days of the receipt of the Employer's Step 2 response, or within twenty-one (21) calendar days of the date it was due as in accordance with Article 8.4, or within twenty-one (21) calendar days of the alleged violation as in accordance with

Articles 8.5 and 10.4, by giving notice to the President of the Company of the Union's intent to arbitrate.

9.2 Pre-Arbitration Meeting

The President of the Company or his/her designate shall meet with the Union's representative within fifteen (15) calendar days of receipt of the Union's notice of intent to arbitrate at which time the Parties will attempt to resolve the grievances or, alternatively, explore common ground respecting the matter and agree upon an arbitrator as selected from the following list:

- Stephen Kelleher
- John Kinzie
- Ron Keras

The arbitrator shall be selected on a rotational basis in the above order, provided he/she is available to convene a hearing within thirty (30) calendar days. Should none of the arbitrators be available within the thirty (30) calendar day period, then the Parties may by mutual agreement select an alternative arbitrator.

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) Section 103

The Parties for the purposes of arbitrating unsettled grievances, may agree to utilize the provisions of Section 103, titled "Share of Costs of Grievance Recommendations", of the relevant legislation as set out in sub-section (b) below. Following mutual agreement this procedure shall be in lieu of Section 9.1 of this Article.

(b) Procedure

If a difference arises between the Parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, Mr. John Kinzie, or a substitute agreed to by the Parties, shall at the request of either Party:

- (1) investigate the difference;
- (2) define the issue in the difference; and
- (3) make written recommendation to resolve the difference

within thirty (30) days' of the date of receipt of the request; and, for those thirty (30) days' from that date, time does not run in respect of the grievance procedure.

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 Burden of Proof**

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

10.2 Right to a Steward

(a) An employee will be advised in advance of the subject or purpose of any meeting 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 he/she feels it necessary.

(b) A steward will be advised, in advance of the subject or purpose of any meeting 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 representative present if he/she feels it necessary.

10.3 Right to Grieve Other Disciplinary Action

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports or employee appraisals. An employee shall be given a copy of and shall sign acknowledging receipt of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record. The Employer agrees not to introduce as evidence in any hearing, any document from the file of an employee, the existence of which the employee was not aware of at the time of filing. This will not apply to documents that the employee has refused to acknowledge receipt of, which refusal has been documented by the Employer and a copy provided to the Union Area Office. The signing of personnel file documents will only apply to documents filed after the date of ratification of this Agreement.

10.4 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 designate. Grievances arising from suspension or dismissal shall be filed at arbitration pursuant to Article 8.4 within twenty-one (21) calendar days of the suspension or dismissal.

10.5 Probationary Period

(a) Each new employee shall serve a probationary period of sixty **(60)** workings days 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, providing the factors involved in suitability could reasonably be expected to affect work performance.

(c) Where an employee feels he/she has been aggrieved by the decision of the Employer to reject the employee during the probationary period, the employee may submit the matter to arbitration in accordance with Article 9 within twenty-one (21) calendar days of the date upon which the employee was notified of their rejection on probation.

10.6 Personnel File

An employee, or the President of the Union or his/her designate, with the written authority of the employee, shall be entitled to review the employee's personnel file(s), both paper and, if applicable, electronic, in the office in which the file is normally kept. The employee or the President, as the case may be shall give the Employer adequate notice prior to having access to such file(s). Written censures, letters of reprimand, adverse reports or any disciplinary action recorded on an employee's personnel file shall be removed automatically after the expiration of eighteen **(18)** months from the date it was issued provided there are no further infractions. Should any infractions as described above occur then all such documents shall remain on file for a further eighteen (18) months from the date of the most recent occurrence.

10.7 Abandonment of Position

Regular employees who are absent from their work assignment, without authorization from the Employer for a total of four (4) days' in a twelve (12) month period will be considered to have abandoned their job and may be disciplined up to and including termination unless the circumstances are of good and sufficient reason to satisfy the Employer.

ARTICLE 11 - SENIORITY

11.1 Service Seniority Defined

(a) Service seniority for regular employees shall be defined as the length of service with the Employer, and shall include unbroken service seniority, as a regular employee, accrued with the Public Service of B.C. prior to December 16, 1988, plus all service seniority as a regular employee accrued with previous maintenance contractors in Contract Area 21.

(b) Service seniority for auxiliary employees shall be defined as the total number of straight-time hours worked with unbroken service with the Employer plus all accumulated straight-time hours accrued with unbroken service accrued with the Public Service of B.C. prior to December 16, 1988, plus all accumulated straight-time hours accrued with previous maintenance contractors in Contract Area 21.

(c) When two (2) or more employees have equal seniority, the order of establishing their relative seniority shall be determined by their auxiliary seniority. Should this not result in a break in the tie the order of establishing their relative seniority shall be determined by the employees uninterrupted service start date with the Province of B.C. or the Employer, whichever the earlier. This Article will not apply to equal seniority situations that have been already resolved and recorded.

11.2 Seniority Lists

The Employer will prepare seniority lists of regular employees semi-annually, April 1 and October 1, and for Auxiliary employees quarterly, January 1st, April 1st, July 1st, and October 1st, for each classification series within a seniority block. The information will show each person's point of assembly, classification, regular or auxiliary status, seniority and service start date. These lists will be posted on the appropriate bulletin boards with copies sent to the Union.

In addition, should the Employer fail to maintain or extend the current maintenance contract with the Province of B.C., seniority lists shall be issued on the first (1st) day of the month preceding the expiry of the maintenance contract. Seniority lists in these circumstances shall include outstanding vacation credits to the expiry date of the maintenance contract and seniority ranking for vacation entitlement.

11.3 Loss of Seniority for a Regular Employee

A regular employee shall lose his/her seniority with the Employer in the event he/she:

- (a) is discharged for cause;
- (b) resigns his/her position;
- (c) is on layoff for more than one (1) year;
- (d) accepts a position with the Employer which is outside the bargaining unit, except for temporary appointments of less than sixty (60) calendar days;
- (e) accepts a severance payment in accordance with Article 13;
- (f) refuses, while on layoff, an offer from the Employer of a regular position that he/she is qualified for in his/her seniority block;
- (g) declines while on layoff, three (3) offers of temporary work, provided such employee has made a written

election to accept auxiliary work during his/her layoff.

11.4 Loss of Seniority for an Auxiliary Employee

An auxiliary employee shall lose his/her seniority with the Employer in the event that he/she:

- (a) is terminated for cause;
- (b) voluntarily terminates or abandons his/her position;
- (c) he/she is not recalled for a period of one (1) year;
- (d) is unavailable for, or declines, three (3) offers of re-employment pursuant to Article 31.2(c)(3);
- (e) an auxiliary employee on a claim recognized by the Workers' Compensation Board or the Insurance Corporation of British Columbia, which results from an accident while at work for the Employer, shall be credited with service seniority to what he/she would have earned had he/she not been absent and able to work.

11.5 Re-employment

A regular employee who resigns his/her position and within sixty (60) calendar days is re-employed as a regular employee, shall be granted leave of absence without pay covering those days absent and shall retain, effective the date of re-employment, all provisions and rights in relations to seniority and other fringe benefits.

ARTICLE 12 - PROMOTIONS, VACANCIES AND JOB POSTINGS

12.1 Filling of Vacancies

When a vacancy for a regular position occurs, and is required to be filled pursuant to Article 12.7, the Employer shall offer the position to employees in the following sequence:

- (a) Senior qualified regular employee in the classification series in the seniority block where the vacancy exists.
- (b) Senior qualified regular employee in the classification series in another seniority block.
- (c) Senior qualified regular employee outside the classification series in all of the seniority blocks.
- (d) Senior qualified auxiliary employee.

12.2 Job Posting Information

All job postings, including postings of a temporary nature, shall indicate the nature of the position, qualifications required, assembly point, hourly rate, whether shift work is involved, date of posting and date of closing. A copy of the posting will be forwarded to the appropriate Union Area Office.

12.3 Posting Awards

The position shall be awarded within thirty (30) calendar days of posting. Appointments shall be made on the basis of seniority subject to the employee meeting the qualifications as defined in the classification specifications. The Employer shall provide the Union with a copy of all job posting awards and shall post such awards on all bulletin boards.

12.4 Notification of Unsuccessful Applicants and Grievance Process

- (a) Unsuccessful applicants to positions will be notified of the name and classification of the successful applicant. An unsuccessful candidate may request an explanation from the supervisor by telephone of the reasons why he/she was unsuccessful, and receive an oral explanation. If a candidate wishes the reasons in writing, his/her request must be in writing to the supervisor. Within seven (7) calendar days of receipt of the

employee request, the supervisor will reply to the employee.

- (b) Grievances must be filed at Step 2 within seven (7) calendar days of receipt of the Supervisors' reply. Where a grievance has been filed, no permanent placement shall take place until the grievance has been resolved. The Employer may temporarily award the position subject to the resolution of any grievance.

12.5 Interview Expenses

Applicants for a posted position shall be granted leave of absence with current pay as required for an interview. The applicant will, upon pre-approval, have his/her travelling, accommodation and meal expense paid.

12.6 Trial Period

- (a) Where a bargaining unit employee is promoted, he/she will be placed on trial for a sixty (60) working day period; and, upon satisfactory completion of the trial period, will be confirmed in the position in writing by the Employer. If an employee is unable to perform the duties of the new position, he/she will be returned to the former position held. Any other employee(s) transferred or promoted as a result of the original job posting will also be returned to their former status.

- (b) In applying (a) above to temporary employees becoming regular employees, the sixty (60) working day trial period will be deemed to be a subsequent probation period. During this subsequent probation period, the Employer may review the employee for suitability for regular employment; providing the factors involved in suitability could reasonably be expected to affect work performance.

12.7 Filling of Regular Vacancies

Whenever the compliment of regular employees falls below the minimum staff levels as set out in Article 13.3, the Employer agrees to fill the vacancies or new position, within thirty (30) calendar days.

12.8 Fulfilling of Temporary Vacancies

- (a) The Employer shall fill vacancies of a temporary nature created as a result of a regular employee being absent on sick leave which exceeds ninety (90) calendar days.

- (b) Any other temporary vacancy may be filled as required by the Employer.

- (c) Where a temporary vacancy occurs pursuant to (a) or (b) above the Employer shall, no later than the eighty-ninth (89th) day, offer the position to employees as follows:

- (1) In the classification series, within the seniority block, qualified regular employees starting with the most senior and then in descending order of seniority.

- (2) In another classification series, within the seniority block, qualified regular employees starting with the most senior and then in descending order of seniority.

- (3) Qualified temporary employees starting with the most senior and then in descending order of seniority.

- (d) Where subsequent vacancies are created as a result of Article 12.9(c), the Employer agrees to fill those vacancies immediately by repeating the above process.

- (e) It is understood that employees who fill vacancies temporarily shall return to their former position and status should the employee referred to above return to their regular position.

- (f) Vacancies created as a result of a regular employees absence on Long Term Disability or Workers' Compensation shall be considered a regular vacancy for the purpose of Article 12.8 on the date the employee is determined to be permanently disabled from his/her own occupation.

12.9 Letter of Preference

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

12.10 Appointments

The successful applicant on a posting must accept the position and will be ineligible for other positions for a six (6) month period. The latter shall not apply in the case of promotion.

ARTICLE 13 - SENIORITY

13.1 Role of Seniority in Layoff

Regular Employees - In the event of a layoff, regular employees will be laid off by reverse seniority in a classification within a classification series. The Employer shall give regular employees twenty (20) working days' advance notice in writing of layoff.

13.2 Options Upon Layoff

A regular employee affected by a layoff may choose, by indicating to the Employer in writing, within ten (10) working days of receiving such layoff notice, one of the following options in the following sequence:

- (a)
 - (1) Bump a junior employee in a lower classification in the same classification series within the seniority block. In doing so he/she must have the necessary qualifications to perform the job.
 - (2) Bump the junior employee in another classification series within the seniority block. In doing so he/she must bump into a classification at an equivalent or lower pay rate provided he/she has the necessary qualifications to perform the job.
 - (3) Bump a junior employee in a lower classification in the same classification series in another seniority block. In doing so he/she must have the necessary qualification to perform the job.
 - (4) Bump the junior employee in another classification series in another seniority block. In doing so he/she must bump into a classification at an equivalent or lower pay rate, provided he/she has the necessary qualifications.

The employee who bumps in accordance with (1) and (2) above will not have his/her salary reduced. However, such employee shall not receive negotiated salary increases until the salary of the employee's new classification equals or exceeds the salary which the employee is receiving.

- (b) Opt to be placed on a recall list for a period of one (1) year for the purpose of recall to a regular or auxiliary position within his/her seniority block provided he/she is qualified to perform the work of the position which becomes available. If this option is selected, no severance pay will be paid; or

- (c) Opt for a severance pay as per the following:

- (1) A regular employee who, at the time of layoff, has service of three (3) years or more shall be entitled to an amount calculated pursuant to (i) through (iii) below:

- (i) for the first year of completed employment, three (3) weeks current salary;
- (ii) for the second year of completed employment, three (3) weeks current salary;
- (iii) for each completed year thereafter, two (2) weeks current salary.

- (2) A regular employee **who**, at the time of layoff, has service of less than three (3) years, shall be entitled to severance pay in an amount equal to one (1) weeks pay for every year of service or major part thereof.

- (3) An employee covered by the provision contained in subsections (1) and (2) above will not

receive an amount greater than six (6) months current salary.

'Service', for the purpose of subsections (1) to (3) above, shall be in accordance with Article 11.1 (a).

- (d) Opt for early retirement; or
- (e) Fill a vacancy in another seniority block within the specific contract area provided the employee has the necessary qualifications to perform the job. The vacancy must be at the same or lower rate of pay. An employee with three (3) years or more seniority shall be paid relocation expenses.

13.3 Core Regular Employees

The Employer and the Union agree that the Employer's primary source of business is the contracts it has with the Province of B.C. to provide road and bridge maintenance and other services. It is acknowledged by both Parties that the Province of B.C. may alter the obligations of the Employer under this contract, and such changes may affect the Employer's operations. Given this understanding, the Employer agrees that seventy-six (76) regular employees will not be subject to layoff, unless the Province of British Columbia alters the obligations of the Employer and such change results in the need to lay off employees.

13.4 Relocation

Employees who, on a temporary basis, are required to relocate to a seniority block outside their normal seniority block will be placed on travel status.

13.5 Yard Closure and Series Closure

(a) Yard Closure

During the term of this Collective Agreement, the Employer shall not close any existing highways yards except by mutual agreement between the Employer and the Union unless the highways yard closure is brought on by the B.C. Provincial Government. If the B.C. Provincial Government and the Employer are engaged in any discussions that involve a proposed closure or closure of a current Highways' yard the Employer will at the earliest possible time call a meeting of the joint Labour/Management committee to discuss all related matters involved in the yard closure as it would relate to employees.

If it is determined that the B.C. Provincial Government is going to close a yard the following shall occur;

- (1) The Employer shall call for a meeting of the joint Labour/Management committee at the earliest possible time upon being aware of a closure.
- (2) The joint Labour/Management committee shall assess the impact on the employees and shall review the options available under this Collective Agreement for the employees affected. These options shall include but not be limited to:
 - (i) Other work assignments that may be available within the seniority block where the Highway yard closure is to take place;
 - (ii) Relocation to another Highways' yard;
 - (iii) Options under Article 13;
 - (iv) The Parties may review other options outside of the Collective Agreement. If options are agreed to by the joint Labour/Management committee, the effected employees would have to also be in agreement before implementation.
- (3) If the Parties are not able to agree on a remedy to a B.C. Provincial Government sponsored closure of an Employer's highway yard operation, the Parties shall refer the matter to arbitration as outlined in Article 9.6. The Employer and the Union shall make every attempt to have the arbitration and the issue concluded before any Highways' yard closure is implemented. The Arbitrator shall meet the Parties and attempt to mediate a settlement and if mediation does not resolve the issue then it shall be arbitrated.

The Arbitrator in rendering his/her decision, shall take into account that the highway yard is closing by direction of the B.C. Provincial Government and that the Employer has no other options other than closure. The Arbitrator shall also take into account employee preferences, fairness and equity, and operational considerations and cost to the Employer when rendering a decision.

This Article does not apply to re-locations of existing yards.

(b) *Classification Series Closure*

The Union and the Employer agree that there may be circumstances that may cause a classification series in a yard to be closed. If the Employer wants to close a classification series in a yard, then the Employer shall call for a meeting of the joint Labour/Management committee and this Committee shall assess the impact on employees and shall review options available under Article 13 for the affected employees. If the Parties are not able to agree then the matter shall be referred to arbitration pursuant to Article 9.6 and the issue shall be concluded before any classification series closure is implemented. The Arbitrator shall meet with the Parties and attempt to mediate a settlement and if mediation fails, the issue shall be arbitrated. The Arbitrator shall take into account employee preferences, fairness and equity and operational considerations, and costs to the Employer when rendering a decision.

13.6 Transfer Without Posting

The Labour/Management committee may grant a lateral transfer or voluntary demotion for compassionate or medical reasons.

13.7 Recall of Regular Employees

(a) Recall of regular employees from a recall list will be in order of service seniority within the seniority block provided the employee is qualified to perform the job.

(b) Regular employees on layoff who are recalled, and did not choose benefit coverage while on layoff, will receive health and welfare benefits of Article 31.4 up to and including the last day of the first month of their appointment. Effective from the first day of the month following their appointment, the employee shall receive health and welfare benefits of Article 25 until the last day of the month in which the employee is laid off.

Employees who choose to continue benefit coverage while on layoff shall have their coverage continue upon recall, with the Employer being responsible for the cost of eligible benefits from the first (1st) day of recall until the last day of the month in which the employee is laid off. If the employee has made benefit payments which become the responsibility of the Employer, the employee shall be reimbursed by the Employer.

ARTICLE 14 - HOURS OF WORK

14.1 Hours of Work

The annual hours of work exclusive of meal periods, but including paid holidays, shall be in accordance with Memorandum of Understanding #2.

14.2 Work Schedules

(a) The Employer shall determine when various services are provided (hours of operation), the classifications of positions, and the numbers of employees required, subject to Article 14.1 above.

(b) Work schedules shall be established by mutual agreement between the Employer's designate and the employee's representative at the local level in accordance with Memorandum of Understanding #2-Hours of Work, and the provisions of this Article including the following:

(1) If the Employer's designate or the employee's representative wishes a change to existing work schedules it shall provide the other Party with notice in writing;

(i) The Parties shall have fourteen (14) calendar days from the date notice is given, to reach agreement on work schedules and an additional seven (7) calendar days to provide for

any shift sign up and selection process;

(ii) Work schedules must be able to meet the contractual obligations that the Employer has with the Ministry of Transportation and Highways. Work schedules will also consider seasonal demands, costs to the Employer and functionally linked work groups within the bargaining unit. Consideration shall also be given to employee preferences, fairness and equity;

(iii) The new schedules once agreed upon shall be posted seven (7) calendar days prior to implementation. This time period is in addition to (i) above;

(iv) time limits for the above can be waived by mutual agreement between the Parties;

(v) a majority of the employees working in the existing work schedule must support a change;

(vi) employee initiated work schedules must not cost the Employer more than the existing work schedule.

(2) Should the Parties fail to agree on an appropriate work schedule, the matter shall be referred to arbitration pursuant to Article 9.6 for resolution. The Employer may implement the previous year's work schedule until a settlement is reached, or, on an interim basis, a new or changed work schedule by giving fourteen (14) calendar days' notice, providing the length of work day is not increased beyond nine (9) hours and providing the change is necessary because of an introduction of a new program or a change to the hours of operation. However, under extenuating circumstances the fourteen (14) calendar days' notice may be concurrent with the period of notice in Article 14.2(b)(1)(i) above.

The arbitrator in making his determination, shall choose either the Employer or Union proposed work schedule. The foregoing will not preclude start time adjustments at the local level which will not be considered a new schedule for this Article;

(3) Work schedules will be limited to a maximum of three (3) per year with a minimum duration of two (2) months for any work schedule, except by mutual agreement at the local level between the Employer and the employee. The new schedules, once agreed upon, shall be posted for seven (7) calendar days prior to implementation. Employee initiated changes to a work schedule will not count as a new schedule for the purposes of this Article;

(4) Copies of agreed work schedules shall be sent to the local Union area office.

14.3 Conversion of Hours

(a) *Lieu Days* - where an employee is granted a lieu day pursuant to Article 17.3, the lieu day shall be banked and granted on the basis of eight (8) hours per lieu day.

(b) *Vacation* - where an employee is granted vacation pursuant to Article 18.1, the annual vacation shall be deducted in accordance with the actual hours of the employee's daily shift in effect at the time the vacation was taken.

(c) *Designated Paid Holidays* - where an employee is granted a designated paid holiday pursuant to Article 17, the designated holiday shall be granted on the basis of eight (8) hours per designated paid holiday.

14.4 Rest Periods

All employees shall have two (2) fifteen (15) minute rest periods in each work period in excess of six (6) hours, one (1) rest period to be granted before and one (1) after the meal period. Employees working a period of three and one-half (3½) hours, but not more than six (6) hours shall receive one (1) rest period during such assignment. Rest periods shall not begin until one (1) hour after the commencement of work or not later than one (1) hour before either the meal period or the end of the shift. Rest periods shall be taken without loss of pay to the employees.

14.5 Standby Provisions

(a) Where regular employees are required to standby to be called for duty under conditions which restrict their normal off-duty activities, they shall be compensated at straight-time in the proportion of one (1) hour pay for each three (3) hours standing-by. An employee 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. The provisions of this Article do not apply to auxiliary employees who are not assigned a regular work schedule and who are normally required to work whenever called.

Employees required to standby will not be required to standby on two (2) consecutive weekends or two (2) consecutive designated paid holidays, except by mutual agreement. This provision will not apply in emergency situations.

14.6 Meal Periods

(a) Recognized meal periods will be within the middle two (2) hours of the work day or shift. The normal meal period will not be less than one-half ($\frac{1}{2}$) hour and not more than one (1) hour. Lengthening of the scheduled work day will not be achieved by expanding the normal meal period except by mutual agreement.

(b) Employees who are required to perform their duties during the meal period, shall be paid one and one-half (1½ x's) times the base rate for the duration of the recognized meal period and will be given a meal period if possible without pay at another time in the shift or workday.

14.7 Table of Recognized Work Day Lengths and Shift Patterns

Work day lengths and shift patterns shall be in accordance with Memorandum of Understanding #2 Hours of Work.

14.8 Days of Rest

The normal days of rest except as otherwise agreed, shall be Saturday and Sunday.

14.9 Earned Time Off

(a) Earned time off is to be considered as a "*straight-time*" credit and will be scheduled off by mutual agreement based on operational requirements. Such time off shall be scheduled by October 31st of each year.

(b) If earned time off cannot be scheduled by mutual agreement by October 31 of each year, then the Employer, at his option, may schedule the employee for such time off or provide to the employee a cash payment in lieu of such time off at the double time (2 x's) rate.

14.10 Clean-up Time

Where necessary, employees shall be allowed reasonable time during the workday for personal clean-up purposes.

ARTICLE 15 - SHIFT WORK

15.1 Definition of Shifts and Shift Premium Entitlements

(a) *Definition of Shifts and Shift Premiums*

"Day Shift" - all hours worked on any shift that starts between 4:30 a.m. and 1:59 p.m.

"Afternoon Shift" - All hours worked on any shift that starts between 2:00 p.m. and 8:59 p.m.

"Night Shift" - all hours worked on shifts that starts between 9:00 p.m. and 4:29 a.m.

(b) *Shift Premiums*

Commencing July 1st, 1997, the following shift premiums will apply:

afternoon shift	90¢
night shift	\$1.00

15.2 Shift Premium Entitlement

- (a) An employee working a full shift which begins between 11:00 a.m. and 1:59 p.m. inclusive shall receive the shift premium for all hours worked after 2:00 p.m.
- (b) Shift premiums will apply to overtime hours worked in conjunction with a shift. An employee who is called out between 9:00 p.m. and 4:29 a.m. shall receive the shift premium for each hour worked during the call-out period, up to the commencement of his/her regular scheduled shift.

15.3 Work Schedules

- (a) In the event that the work schedule or shift for a regular employee, or an auxiliary employee working a scheduled shift roster, is changed without forty-eight (48) hours advance notice and such change is the result of the actions of another employee covered by this Agreement utilizing the benefits provided for by the provisions of this Agreement, the employee will receive a premium of sixty-five cents (65¢) per hour in addition to his/her regular pay, for work performed on the first shift to which he/she changed.
- (b) In the event that an employee's work schedule or shift is changed without seven (7) days' advance notice and the change results from causes other than that defined in (a) above, the employee shall receive a premium at the applicable overtime rate, except that if the change results from no fault of the Employer, he/she shall not receive a premium at overtime rates but shall receive the premium defined under (a) above.

15.4 Exchange of Shifts

Employees may exchange shifts with the approval of the Employer, provided that, sufficient advance notice in writing is given and provided that there is no increase in cost to the Employer.

15.5 Shortfall of Annual Working Hours

There shall be no payback for shortfall of annual working hours in the shift systems determined in this Agreement.

15.6 Rotation of Shifts

- (a) Rotation of shifts, as defined in Article 15.1(a), shall be done at a seniority block among employees within a classification series provided that:
 - (1) a majority of the employees within the classification series, who are required to work shift-work, vote in favour of rotation. By mutual agreement, an employee will be permitted to choose more than his/her share of second (2nd) or third (3rd) shifts;
 - (2) the planned shift rotation will not result in additional premiums or overtime hours or more straight-time hours than if no shift rotation were to occur.
- (b) Where a machine is being utilized on a regular basis on a day shift only, then the operator normally assigned shall not be required to enter into a winter shift pattern to operate other classes of machines.
- (c) Where the shift schedule changes result in work days of the new schedule falling on rest days of the old schedule, then every attempt shall be made to provide a minimum of one (1) rest day shift between shifts.
- (d) Employees at an assembly point assigned to operate equipment on winter shifts shall sign up in the following order:
 - (1) by seniority for all employees classified at the level of work to be performed, followed by;
 - (2) by seniority for all employees from other classifications.

15.7 Short Changeover Premium

(a) If shifts are scheduled so that there are not twenty-four (24) hours between the start of an employee's shift and the start of his/her next shift, a premium calculated at the overtime rates will be paid for hours worked on the succeeding shift within the twenty-four (24) hour period.

(b) Where an employee exercises seniority rights to work shifts, one of which falls within the twenty-four (24) hour period from the start of the previous shift, the employee shall not be entitled to claim the premium rate referred to in (a) above.

15.8 Employees Working Away From Their Point of Assembly

Except by mutual agreement between the Parties, employees working away from their point of assembly, and who return on a daily basis, shall be compensated for all hours in transit to and from their regular assembly point.

15.9 Winter Shift for Highway Maintenance Crews

The Union and the Employer recognize that the implementation, termination and/or continuation of winter shifts is largely dependent on weather conditions and that winter shifts may have to be implemented and/or terminated on short notice of not less than five (5) calendar days or as otherwise established by mutual agreement.

15.10 Reporting Pay

An auxiliary employee called to work, shall be guaranteed the minimum of:

- (a) two (2) hours pay if the employee does not commence work;
- (b) four (4) hours pay if the employee does commence work.

ARTICLE 16 - OVERTIME

16.1 Definitions

- (a) "*Overtime*" - means work performed by an employee in excess or outside of the regularly scheduled hours of work;
- (b) "*Straight-time rate*" - means the hourly rate of remuneration;
- (c) "*Time and one-half*" - means one and one-half times (1½ x's) the straight-time rate;
- (d) "*Doubletime*" - means twice (2 x's) the straight-time rate.
- (e) "*Double time and one-half*" - means two and one-half times (2½ x's) the straight-time rate.

16.2 Overtime Entitlement

A regular employee or an auxiliary employee will be entitled to compensation for authorized overtime in excess of the scheduled daily hours, or for hours worked outside the negotiated work schedule(s). Overtime shall be compensated in thirty (30) minute increments; however, employees shall not be entitled to any compensation for periods of overtime of less than ten (10) minutes per day.

16.3 Sharing of Overtime

- (a) Overtime work shall be allocated on an equitable basis in order of seniority, considering the availability of qualified employees within each classification series. Such equitable sharing shall be by seniority block. Equitable sharing means allocation on a rotation basis, subject to availability and qualification of employees. It is agreed that, at any one time, overtime hours of individual employees may vary.
- (b) The equitable sharing will be calculated separately for the winter and summer shifts.
- (c) The Employer shall maintain records of offers of overtime by name, date, time, number of hours worked, method of offer, the response to the offer, and any reasons for declines. Such records shall be available for

viewing by all employees in the seniority block.

- (d) A list of overtime offered and worked, by classification series, shall be posted in each worksite and regularly maintained as such overtime is worked.
- (e) Should a dispute arise concerning the allocation of overtime, the Employer agrees that access to the overtime records shall be given to a Union representative.

16.4 Overtime Compensation

Where an employee is authorized to work overtime it shall be compensated at the following rates:

- (a) time and one-half (1½ x's) for the first two (2) hours of overtime on a regularly scheduled work day; and
- (b) double time (2 x's) for hours worked in excess of (a);
- (c) double time (2 x's) for all hours worked on a day of rest.

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

16.5 Overtime Meal Allowance

- (a) When an employee is required to work in excess of two and one-half (2½) hours overtime immediately before or after completion of his/her scheduled daily hours, he/she shall be paid an overtime meal allowance, and a meal break of one-half (½) hour, at applicable overtime rates, with pay will be given. The overtime meal allowance shall be ten dollars and ~~fifty~~ cents (\$10.50) effective from the date of ratification of this Agreement between the Parties.
- (b) If the employee continues to work overtime beyond the three (3) hours, a further meal allowance and meal break as above shall be provided upon completion of an additional four (4) hours worked, and upon the completion of every three (3) hours worked thereafter.
- (c) When an employee is not on stand-by and is called out for overtime prior to his/her scheduled shift and it was not possible to give one-half (½) hour notice to permit preparation of the meal normally taken to work, the Employer shall provide the meal or pay the overtime meal allowance.
- (d) In the case of an employee called out on overtime to work on a rest day, this Article will only apply to hours worked outside his/her regular shift times for a normal work day.
- (e) Where any of the meals provided under (a), (b), (c), or (d) above duplicates a meal to which an employee is entitled because of travel status, then the employee shall receive only one (1) benefit for each meal.

16.6 No Layoff to Compensate for Overtime

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

16.7 Right to Refuse Overtime

All employees shall have the right to refuse overtime work, except in an emergency situation, without being subject to disciplinary action. An employee on standby pursuant to Article 14.5 shall not have the right to refuse callout or overtime work.

16.8 Callout Provisions

- (a) *Callout Compensation*

A regular employee who is called back to work outside his/her regular working hours shall be compensated for a minimum of three (3) hours at overtime rates. He/she shall be compensated from the time he/she leaves his/her home to report for duty until the time he/she arrives back upon proceeding directly to and from work.

- (b) *Callout Time Which **Abuts** the Succeeding Shift*

(1) If the callout is for three (3) hours or less, the employee will be required to work the callout period and the whole of the abutting shift. In this case, compensation shall be overtime rates for the callout period and straight-time rate for the regular shift.

(2) If the callout is for longer than three (3) hours, the employee will be required to work the callout period and a portion of the abutting regular shift. The portion of the regular shift which must be worked will be the regular shift less the amount that the callout exceeds three (3) hours. Compensation shall be at overtime rates for the callout period and straight-time for the regular shift without shortfall.

(3) For the purpose of (1) above, it is agreed that "callout" means that an employee has been called out without prior notice.

(c) *Overtime or Callout Which Does Not Abut the Succeeding Shift*

(1) 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, with no shortfall out of his/her regular shift;

(2) In a callout situation, where at least three (3) hours which do not abut the succeeding shift are worked in the ten (10) hours preceding the start of the regular shift, there shall be an elapsed time of eight (8) hours between the end of call-out and the time the employee reports for duty on his/her next regular shift, with no shortfall out of the regular shift;

(3) If the elapsed eight (8) hour period following results in only two (2) hours or less of their regular shift available for work, employees shall not be required to report for work on that shift, with no shortfall.

(d) Time spent by an employee travelling to work or returning to his/her residence before and after call-out shall not constitute time worked but shall be compensated at the overtime rate.

(e) Should the employee be required to work that period which is considered free form work in the regular shift, as provided for in (b)(2), (c)(1), and (c)(2) above, then that portion of the shift shall be compensated at overtime rates.

(f) There shall be eight (8) clear hours of rest between the end of callout and the time the employee reports to work on his next regular shift. Unless requested otherwise by the Employer, the employee shall commence his/her next regular shift at a time that provides for eight (8) clear hours of rest.

(g) *Callout for Emergency Situations*

It is agreed that employees called out for emergency situations who were not on standby will not be expected to perform tasks other than those of an emergency nature.

16.9 Rest Interval After Overtime

An employee required to work overtime adjoining his/her shift shall be entitled to eight (8) clear hours of rest between the end of the overtime work and the start of his/her shift. Unless requested otherwise by the Employer, the employee shall commence his/her next regular shift at a time that provides for eight (8) clear hours of rest. If eight (8) clear hours are not provided, a premium calculated at overtime rates shall apply to hours worked on the next regular shift.

16.10 Method of Compensation

(a) Overtime compensation shall be monetary unless the employee indicates in writing to the Employer to have such compensation in either time off in lieu of payment or fifty percent (50%) cash and fifty percent (50%) time off. If the employee chooses time off, the maximum amount of time off that may be in the bank at any time is forty (40) hours and such time shall be scheduled and taken by mutual agreement between the employee and the Employer by October 31st of each year. If compensatory time off cannot by mutual agreement be scheduled by October 31st of each year, then a cash payment in lieu of such time off shall be paid within thirty (30) calendar days following October 31st of each year. In the last year of the Employer's maintenance contract with

the Province of B.C., compensatory time off shall be scheduled and taken by the expiry date of such contract or the Employer, at his option, will pay to the employee a cash payment in lieu of such time off.

The employee shall advise the Employer, in writing, of his/her election to have either all cash or all compensatory time off, or **fifty** percent (50%) cash and **fifty** percent (50%) time off by April 30th and October 31st for the following six (6) month calendar period in each case.

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

ARTICLE 17 - PAID HOLIDAYS

17.1 Paid Holidays

(a) The following have been designated as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Queen's Birthday	Christmas Day
Canada Day	Boxing Day
British Columbia Day	

(b) Any other day proclaimed a holiday by Federal, Provincial or Municipal Governments shall also be a paid holiday.

(c) For an employee whose work week is from Monday to Friday and when any of the above-noted holidays fall on a Saturday and is not proclaimed as observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement; when a holiday falls on a Sunday and it is not proclaimed as being observed on some other day, the following Monday (or Tuesday, when the preceding section already applies to the Monday) shall be deemed to be the holiday for the purpose of this Agreement.

17.2 Holiday Falling on a Non-Scheduled Workday

(a) When a paid holiday falls on an employee's day of rest, the employee shall be entitled to a day off with pay in lieu which shall be scheduled by mutual agreement between the employee and the Employer.

(b) If an employee is called in to work on the day designated as the lieu day pursuant to (a) above, he/she shall be compensated at the double time (2 x's) rate.

(c) An employee who works on a designated holiday, which is not a scheduled workday, shall be considered to have worked overtime and shall receive his/her regular days pay and shall receive additional compensation at the rate of double time (2 x's) for hours worked on the designated holiday, 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 on the Christmas and New Year's Day holiday.

(d) For an employee whose work week is other than from Monday to Friday, and where Christmas and Boxing Day fall on a Saturday and Sunday, the following Monday and Tuesday shall be deemed to be the holiday for the purpose of this Agreement.

17.3 Holiday Falling on a Scheduled Workday

An employee who works on a designated holiday, which is a scheduled workday, shall be compensated at the rate of double time for hours worked on the designated holiday, plus a day **off** in lieu of the holiday if the majority of the employee's shift was worked on the designated holiday. Lieu days earned pursuant to this Article shall be scheduled by mutual agreement. However, where an employee works Christmas Day or New Year's Day, the rate will be double-time and one-half (~~2~~**2½** x's) for hours worked on these days, plus a day off in lieu if the majority of the employee's shift was worked on the Christmas or New Year's Day holiday.

17.4 Holiday Coinciding with a Day of Vacation

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

17.5 Christmas or New Year's Day Off

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

17.6 Paid Holiday Pay

Payment for paid holidays will be made at an employee's basic pay, except if the employee has been working in a higher paid position than his/her regular position for a majority of the sixty (60) work days preceding a paid holiday, or has been pre-assigned to a higher paid position pursuant to Article 15.10, in which case he/she shall receive the higher rate. Where substitution has been performed at various levels, the rate paid for the purpose of this Article shall be the classification that the majority of substitution has been performed within.

17.7 Workday Scheduled on a Paid Holiday

An employee scheduled to work on a designated paid holiday will not be sent home before the end of his/her scheduled shift except by mutual agreement.

17.8 Paid Holidays for Auxiliary Employees

- (a) An auxiliary employee shall be compensated for paid holidays provided he/she has:
 - (1) worked the day before and the day after the holiday; or
 - (2) worked fifteen (15) of the previous thirty (30) days' preceding the paid holiday; or
 - (3) worked at least one hundred and five (105) hours at the straight-time rate in the thirty (30) days' preceding the paid holiday.
- (b) An auxiliary employee who is required to work on a designated paid holiday, shall be compensated at the same rate as a regular employee in accordance with this Article.
- (c) This Article shall not apply to employees who have been terminated prior to the paid holiday occurring.

ARTICLE 18 - ANNUAL VACATIONS

18.1 Annual Vacation Entitlement

Definitions

- (a) "*Vacation year*" - for the purposes of this Article a vacation year shall commence January 1st and end December 31st.
- (b) "*First year vacation*" - the first (1st) vacation year is the calendar year in which the employee's first (1st) anniversary falls.

Vacation Years	Work Days
First to Fifth	15
Sixth	16
Seventh	17
Eighth	21
Ninth	22
Tenth	23
Eleventh	24
Twelfth to Nineteenth	25

Twentieth and Thereafter 30

18.2 Vacation Earnings for Partial Years

- (a) During the first partial year of service a new regular employee will earn vacation at the rate of one and one-quarter (1¼) days' for each month in which he/she receives ten (10) days' pay at straight-time rates.
- (b) Subject to Article 18.6, any unused vacation earned during the first (1st) partial year will be paid to the employee on the final payday of the vacation year.
- (c) During the first (1st) and subsequent vacation years a regular employee will earn one-twelfth (1/12) of the annual entitlement for each month in which the employee has received at least ten (10) days' pay at straight-time rates. Where a regular employee has taken more vacation than earned, the unearned portion taken shall be charged against the next vacation year's credits or recovered upon termination, whichever occurs first.
- (d) A regular employee earns but is not entitled to receive vacation leave during the first six (6) months of continuous employment as a regular employee.

18.3 Vacation Scheduling

- (a) With the exception of authorized vacation carry-over under Article 18.6, the scheduling and completion of vacations shall be on a vacation year basis.
- (b) The vacation year in which an employee's first (1st) anniversary falls shall be the first (1st) vacation year. For the purpose of additional leave entitlement, the vacation year in which the fifth (5th) anniversary falls shall be the fifth (5th) vacation year; in which the sixth (6th) anniversary falls shall be the sixth (6th) vacation year; etc.
- (c) *VacationPeriod*

The Employer will endeavour to allow as many regular employees as possible to take their vacation at any time of the year.

Notwithstanding (c) above, classification series at a seniority block consisting of ten (10) or more employees may have their availability to take vacation limited to three (3) employees away at a time. Likewise, classification series at an assembly point of greater than six (6) but less than ten (10) employees may have their availability to take vacation limited to two (2) employees away at any one time. Likewise classification series at an assembly point with five (5) or less employees may have their availability to take vacation limited to one (1) employee away at a time.

- (d) *Preference in Vacation*

(1) A preference in selection of vacation time shall be determined in each assembly point on the basis of service seniority within each classification series.

(2) A regular employee shall be entitled to receive his/her vacation in an unbroken period. Regular employees wishing to split their vacation may exercise service seniority rights in their first choice within each vacation block. Seniority shall prevail in the choice of the subsequent vacation period, but only after all other first vacation periods have been selected.

- (e) *VacationSchedules*

(1) Vacation schedules will be posted between January 1st and January 31st for the period of January 1st through December 31st. Employees will be advised of the status of their vacation selection not more than four (4) weeks from either the cut off dates or from the date of any request falling outside of the scheduling period identified in this Article.

(2) Regular employees who do not exercise their seniority rights within fourteen (14) days' of the vacation schedule being posted shall not be entitled to exercise those rights with respect to any vacation time previously selected by employees with less seniority. The Employer reserves the right to schedule vacation for those employees who have not selected their vacation by May 15th of each vacation year,

except for vacation to be carried over as provided for in Article 18.6. Regular employees who do not use their current year vacation entitlement during the vacation year will be paid out for such unused vacation, except for vacation carry forward, on the last pay period of a vacation year.

Where operational requirements have caused the cancellation of the employee's scheduled vacation, the employee shall reschedule his/her vacation to a later period in the current vacation year. If the Employer and the employee cannot mutually agree to the rescheduling of his/her vacation, then the employee shall have the option to carry the unused portion of his/her vacation credits into the next vacation year.

(3) A regular employee who transfers to another work location where the vacation schedule has already been completed will not be entitled to exercise his/her seniority rights for that year only. However, every effort shall be made to grant vacation at the time of the employee's choice.

(4) A regular employee transferred by the Employer shall maintain his/her vacation period provided that any other employee's vacation period shall not be affected.

(5) The Employer shall make every reasonable effort to contact employees who are absent in order to establish such employee's preference for vacation.

(f) Vacation schedules, once approved by the Employer, shall not be changed, other than in cases of emergency, except by mutual agreement between the employee and the Employer.

18.4 Vacation Pay

(a) Payment for vacations will be made at an employee's basic pay, except if an employee has been working in a higher paid position than his/her regular position for a majority of his/her regularly scheduled hours in the sixty (60) work days' preceding his/her vacation, in which case he/she shall receive the higher rate. Where substitution has been performed at various levels, the rate paid for the purpose of this Article shall be the classification that the majority of substitution has been performed within.

(b) Once per calendar year, upon thirty (30) calendar days written notice, a regular employee shall be entitled to receive, prior to commencement of a vacation, a payroll advance equivalent to the amount of his/her regular paycheck issued during the vacation period.

(c) Where an employee is granted vacation, vacation taken shall be deducted in accordance with the actual hours of the employee's shift in effect at the time the vacation is taken.

18.5 Approved Leave of Absence During Vacation

When a regular employee is in receipt of sick leave or paid leave during his/her 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. A regular employee intending to claim displaced vacation leave must advise the Employer and provide the necessary documentation within seven (7) calendar days of returning to work.

18.6 Vacation Carryover

(a) An employee may carry over up to forty (40) hours vacation leave per vacation year provided that such vacation carryover shall not exceed eighty (80) hours at any time. Employees in their first (1st) partial year of service may not carry vacation leave forward.

(b) A single vacation period which overlaps the end of a vacation year shall be considered as a vacation for the vacation year in which the vacation commenced. The portion of vacation taken subsequent to, but adjoining the end of the vacation year, shall not be considered as vacation carryover, nor as a seniority choice for the subsequent vacation year.

18.7 Call Back from Vacation

(a) Regular employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency.

(b) When, during any vacation period, a regular employee is recalled to duty, he/she shall be reimbursed for

all expenses incurred by himself, upon submission of receipts, in proceeding to his/her place of duty and upon resumption of vacation, in returning to the place from which he/she was recalled.

- (c) Time necessary for travel in returning to his/her place of duty and returning again to the place from which he/she was recalled shall not be counted against his/her remaining vacation entitlement.

18.8 Vacation Leave on Retirement

A regular employee who is scheduled to retire and who will receive a pension allowance under the Pension Plan shall be granted full vacation entitlement for the final vacation year of service provided he/she has five (5) years service seniority.

18.9 Vacation Credits Upon Death

Earned but unused vacation entitlement shall be made payable, upon termination due to death, to the named beneficiary, or where no named beneficiary exists, to the employee's estate.

18.10 Vacation Earnings While on Approved Leave

Regular employees who accrue at least ten (10) days' seniority in a calendar month shall be entitled to one twelfth (1/12) of the annual vacation credits except when they are:

- (a) in receipt of LTD benefits;
- (b) on leave pursuant to Article 20.4, 20.7(b), 20.8, 20.10

ARTICLE 19 - SHORT TERM ILLNESS, INJURY AND LONG TERM DISABILITY

Regular employees shall be entitled to coverage for short term illness and injury, and long term disability in accordance with the provisions of this Agreement and as described in Appendix 10, Short Term and Long Term Disability. The Employer agrees to facilitate an employees claim for benefits provided the employee has completed and forwarded all necessary documentation to the carrier.

ARTICLE 20 - SPECIAL AND OTHER LEAVE

20.1 Bereavement Leave

- (a) In the case of a death in the immediate family, an employee not on leave of absence without pay, shall be entitled to special leave at his/her regular rate of pay. Such leave shall normally not exceed five (5) work days'.
- (b) Immediate family is defined as an employee's parent, spouse (including common-law spouse), child, brother, sister, father-in-law, mother-in-law, step-parent, step brother/sister, employee's grandparent, grandchild or 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 son-in-law, daughter-in-law, brother-in-law, sister-in-law, the employee shall be entitled to special leave at his/her regular rate of pay for one (1) day for the purpose of attending the funeral.
- (d) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited with appropriate number of days to vacation leave credits.
- (e) Auxiliary employees shall be entitled to bereavement leave as outlined above, but such leave shall be without pay.

20.2 Special Leave

- (a) Where leave from work is required, an employee shall be entitled to special leave with pay for the following:

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

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

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

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

20.3 Family Illness

(a) In the case of illness of a dependent child or spouse of an employee, and when no one at the employee's home other than the employee can provide for the needs of the ill child or spouse, the employee shall be entitled, after notifying his/her supervisor, to use up to a maximum of two (2) days' paid leave at any one time for this purpose.

(b) The Employer may request a report from a qualified medical practitioner to confirm the necessity for such leave.

20.4 Full-Time Union of Public Duties

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

- (a) for employees to seek election in a Municipal, Provincial, or Federal election for a maximum period of ninety (90) days';
- (b) for employees selected for a full-time position with the Union or any body to which the Union is affiliated for a period of one (1) year;
- (c) for employees elected to a public office for a maximum period of five (5) years;
- (d) for an employee elected to the position of President or Secretary-Treasurer of the B.C. Government and Service Employees' Union. The leave shall be for a period of two (2) years and shall be renewed upon request.

20.5 Leave for Court Appearances

(a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.

(b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at

court shall be without pay.

(c) An employee in receipt of his/her regular earnings while serving at court shall remit to the Employer all monies paid to him/her by the court, except travelling and meal allowances not reimbursed by the Employer.

(d) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.

(e) For all the above leaves, the employee shall advise his/her supervisor as soon as he/she is aware that such leave is required.

20.6 Leave for Writing Examinations

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

20.7 Leave for Taking Courses

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

(b) A regular employee may be granted leave without pay, to take courses in which the employee wishes to enroll.

20.8 Educational Leave

Both Parties recognize that improved equipment, methods and procedures create changes in the job structure of the work force. The Parties also recognize the need to provide employees with the opportunity for career development by enabling them to prepare for promotional advancement and generally upgrade their present skills. In such instances, educational leave may be granted by the Employer to regular employees to take advanced or special training which will be of benefit to the employee or the Employer for varying periods up to one year which may be renewed by mutual agreement. Such leave may be without pay and must be requested in writing explaining the reasons for the leave and how it will benefit the employee and the Employer.

20.9 Elections

Any employee eligible to vote in a Federal, Provincial or Municipal Election or a referendum shall have four (4) consecutive clear hours during the hours in which the polls are open in which to cast his/her ballot.

20.10 General Leave

(a) If all other leaves have been exhausted, notwithstanding any provision for leave in this Agreement, the Employer may grant a leave of absence without pay to an employee requesting leave for an emergency or other unusual circumstances. A leave of absence may also be granted for any other reason in which case approval shall not be unreasonably withheld. All requests and approvals for leave shall be in writing. Upon request, the Employer will give reasons verbally for withholding approval.

(b) For any leaves of five (5) continuous days' or longer, the employee shall pay in advance to the Employer one hundred percent (100%) of the costs of all such health and welfare benefits for the entire duration of the leave.

20.11 Leave for Medical and Dental Care

(a) Where it is not possible to schedule medical and/or dental appointments outside regularly scheduled working hours, reasonable time off for medical and dental appointments for employees shall be permitted. Where any such absence exceeds two (2) hours, the full-time absence shall be charged to the entitlement described in Article 20.12.

(b) Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their credit described in Article 20.12 the necessary time including travel and treatment time up to a maximum of five (5) days' at the length of the shift in effect at the time of such leave to receive medical and dental care at the nearest medical centre for the employee, his/her spouse, dependent child and a dependent parent permanently residing in the employee's household or with whom the employee permanently resides. The Employer may request a certificate of a qualified medical or dental practitioner, as the case may be, stating that treatment could not be provided by facilities or services available at the employee's place of residence.

20.12 Maximum Leave Entitlement

The total of leaves taken under Articles 20.2, 20.3, 20.11, and 20.15 shall not exceed eighty (80) hours from work per calendar year, unless additional special leave is approved by the Employer.

20.13 Emergency Service Leave

Where employee's services are required for emergency operations by request from the Provincial Emergency Programs or appropriate police or fire authority, leave from work as required may be granted without loss of basic pay. If any remuneration, other than for expenses, is received, it shall be remitted to the Employer. In order for an employee to qualify for paid leave, he/she must have provided evidence in the form of a valid Provincial Emergency Program registration card to the Employer for approval prior to any such leave.

20.14 Donor Leave

An employee shall be granted the necessary leave of absence with pay for the purpose of donating bone marrow or an organ.

ARTICLE 21 - MATERNITY, PARENTAL AND ADOPTION LEAVE

21.1 Maternity Leave

A pregnant employee shall qualify for maternity leave after completion of her probationary period as a regular employee.

(a) For the purpose of this Article, maternity leave of absence shall be effective if an employee has applied for, been granted, and has commenced her maternity leave.

(b) Upon request, the employee will be granted leave of absence without pay for a period of not more than six (6) months.

(c) The period of maternity leave without pay shall normally commence eleven (11) weeks before the expected date of termination of the pregnancy.

(d) The Employer shall, with the agreement of the employee, defer the commencement of maternity leave for any period approved in writing by a qualified medical practitioner. Where an employee who is working becomes ill or injured within the eleven (11) week period defined in (c) above, the illness or injury shall be covered by the Employer's Short-Term Illness or Injury Plans as follows:

(1) where the illness or injury is not directly related to the condition of pregnancy, short-term illness coverage shall extend to the adjusted date of commencement of maternity leave;

(2) where the illness is caused through an abnormal condition of pregnancy and the employee returns to work before the scheduled commencement date of maternity leave, the period of absence will be covered by the Short-Term Illness Plan.

(e) Maternity leave for regular employees in their probationary period, and for auxiliary employees, shall be in accordance with the Employment Standards Act.

21.2 Adoption Leave

- (a) Upon request, and after completion of the probationary period, a regular employee shall be granted leave of absence without pay for up to six (6) months following the adoption of a child. The employee shall furnish proof of adoption.
- (b) Where both parents are employees of the Employer, the total period of adoption leave to be taken by either or both parents is six (6) months (unless extended). The leave shall only be granted to one (1) employee parent at a time. The parents shall decide the periods for which either or both of them will take the leave.
- (c) An employee may choose one of Adoption Leave under Article 21.2, or Parental Leave under Article 21.3, but not both.

21.3 Parental Leave

- (a) An employee shall be entitled to a Parental Leave without pay of up to twelve (12) consecutive weeks in a period commencing:
 - (1) with the week in which a new-born child (or children) arrive(s) in the employee's home; or
 - (2) with the week a child (or children) is placed in the employee's home for the purpose of adoption;and ending fifty-two (52) weeks after the week in which the new-born child (or children) or adopted child (or children) arrives or is placed in the employee's home.
- (b) Where parental Unemployment Insurance Benefits are extended under Section 11(7) of the Unemployment Insurance Act (or any replacement provision), the period of Parental Leave entitlement under this Article will be extended for an equal period.

21.4 Benefits

- (a) The Employer shall maintain coverage for Medical, Extended Health, Dental, Group Life, and Long Term Disability Benefits and shall pay the Employer's and the employee's share of these premiums and benefit costs during the period of any maternity, adoption, or parental leave to a maximum of six (6) months. The Employer will be entitled to reimbursement for one hundred percent (100%) of these premiums and costs in the event that the employee does not return to work for a period of at least six (6) months, or is deemed to have resigned in accordance with Article 21.7.
- (b) Notwithstanding any other provision of this Agreement, vacation entitlement and vacation pay shall continue to accrue while an employee is on maternity, adoption, or parental leave for the first six (6) months of such leave providing the employee returns to work for a period of at least six (6) months. Vacation earned pursuant to this Article may be carried over to the following year, notwithstanding any other Article in the Agreement, and cannot be taken until after returning to work for six (6) months.

21.5 Rights on Return to Work

- (a) On return to work from maternity, adoption or parental leave, an employee shall be placed in her or his former position at a salary level she or he would have achieved but for the leave(s), or in a position of equal rank and basic pay.
- (b) An employee shall accumulate seniority while on maternity, adoption or parental leave.

21.6 Extension of Maternity or Adoption Leave

- (a) Maternity or adoption leave shall be extended for up to an additional **six** (6) months for health reasons where a doctor's certificate is presented, and where the medical condition relates to the child or children.
- (b) Maternity or adoption leave may be extended for a period up to six (6) months at the request of the employee. Such requests will be given reasonable consideration by the Employer.
- (c) When maternity or adoption leave is extended beyond six (6) months, the employee shall pay, in advance to the Employer, one hundred percent (100%) of the premium and other costs to maintain coverage for

Medical, Extended Health, Dental, Group Life, and Long Term Disability benefits.

21.7 Deemed Resignation

An employee shall be deemed to have resigned on the date upon which his/her maternity, adoption or parental leave commenced if advice of his/her intent to return to work is not given to the Employer one (1) month prior to the expiration of the initial leave, or if he/she does not return to work after having given such advice.

ARTICLE 22 - OCCUPATIONAL SAFETY & HEALTH

22.1 Statutory Compliance

The Union and the Employer agree that regulations made pursuant to the Workers' Compensation Act, the Workplace Act, or any other statute of the Province of British Columbia pertaining to the working environment, shall be fully complied with. First aid kits shall be supplied in accordance with this Article.

22.2 Safety Program

Pursuant to W.C.B. Occupational Health & Safety regulations, Section 4, the Employer shall establish a Safety Program and schedule monthly meetings with employees in each seniority block to discuss health and safety matters. The Employer shall maintain a record of the meetings and matters discussed. Copies of the monthly report shall be sent to members of the Occupational Safety & Health Committee and the appropriate Union Area Office(s).

22.3 Local Occupational Safety and Health Committee

- (a) The Employer shall initiate and maintain an Occupational Safety and Health Committee.
- (b) Employees who are representatives of this committee shall not suffer any loss of current pay for the time spent attending a committee meeting, job site inspection, or accident investigation in accordance with the WCB Regulations.
- (c) Committee meetings shall be scheduled during normal working hours whenever possible. Time spent by designated committee members attending meetings held on their day of rest or outside their regularly scheduled hours of work shall not be considered time worked, but such committee members shall receive equivalent time off at the straight-time rate.
- (d) There shall be equal employee and Employer representation and the chairing of such meetings will alternate between employees and the Employer.
- (e) The Union shall have representatives from the following areas who are able to attend Safety and Health Committee meetings:

Pouce Coupe Clerical	Rolla
Pouce Coupe Mechanical	Mile 22
Pouce Coupe Bridge Crew	Progress
Pouce Coupe Warehouse	Tumbler Ridge
Pouce Coupe Road Crew	Chetwynd
Mount Lemoray/Honeymoon Creek	

In addition to the above representatives, the chief steward shall be able to attend these meetings.

22.4 Unsafe Work Conditions

No employee shall be disciplined for refusal to work on an assignment which, in the opinion of:

- (a) a member of the Occupational Safety & Health Committee, or
- (b) a person designated by the Occupational Safety & Health Committee, or
- (c) a safety officer, or
- (d) a steward at a worksite where there is no safety committee representative,

after an on site inspection and following discussion with a representative of the Employer, does not meet the standards established pursuant to the Workers' Compensation Act. Where an employee acts in compliance with regulations which restrict unsafe work pursuant to the Workers' Compensation Board, Industrial Health & Safety Regulations (Section 8:24), he/she shall not be subject to disciplinary action.

22.5 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 remainder of his/her shift.

22.6 Transportation of Accident Victims

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

22.7 Investigation of Accidents

- (a) Pursuant to the Workers' Compensation Board, Industrial Health and Safety Regulations section, governing Accident Reports and Investigations, all accidents shall be investigated jointly by at least one (1) representative designated by the Union and one (1) Employer 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)
 - (3) Occupational Safety & Health Committee members
 - (4) The appropriate Union Office
- (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.
- (d) Time spent in accident investigation will be considered time worked based on the employee classification in effect at the time of the investigation. Depending on the severity of an accident, and in accordance with Workers' Compensation Board regulations, the Employer shall determine when an accident investigation will occur.

22.8 Occupational First Aid Requirements and Courses

- (a) The Union and the Employer agree that First Aid Regulations made pursuant to the Workers' Compensation Act shall be fully complied with. Sufficient copies of the WCB Industrial Health & Safety Regulations as well as the First Aid Regulations made pursuant to the Workers' Compensation Act shall be maintained at each point of assembly.
- (b) Where the Employer requires an employee to perform first aid duties in addition to the normal requirements of the job, or where employees are currently certified to perform, the cost of obtaining and renewing the Occupational First Aid Certificate shall be borne by the Employer, and leave to take the necessary courses shall be granted with pay.
- (c) Employees required to possess an Occupational First Aid Certificate and who are designated to act as the First Aid Attendant, in addition to their normal job responsibilities shall receive the following allowance effective from the date of ratification of this Agreement by the Parties on the basis of the class of certificate which they hold:
 - (1) Occupational First Aid Certificate, Level 2 - 50¢ per hour worked to a biweekly maximum of forty dollars (\$40.00)
 - (2) Occupational First Aid Certificate, Level 3 - 60¢ per hour worked to a biweekly maximum of forty-eight dollars (\$48.00)
- (d) (1) In order to meet the requirements of (a) above, the Employer will designate in order of

seniority from among those regular employees holding an appropriate Occupational First Aid Certificate to act as the First Aid Attendant in addition to the normal requirements of the job.

(2) Where no employee within the work group possesses an Occupational First Aid Certificate, the opportunity to obtain a Certificate will be offered to regular employees within the work group in order of service seniority, provided the employee can meet the requirements of the WCB regulations to undertake the training in order to obtain an Occupational First Aid Certificate.

(3) In the event that the procedures outlined above do not meet the requirements of (a), the Union will assist the Employer to meet their obligations by approaching regular employees in the work group on behalf of the Employer.

(4) Where (d)(1), (2), and (3) do not meet, within a reasonable period of time, the requirements of the Employer to achieve (a) above, the Employer may:

(i) Recall a qualified auxiliary employee in order of seniority from those holding the appropriate Occupational First Aid Certificate, and/or

(ii) Include an Occupational First Aid Certificate as a desirable qualification on a posting pursuant to Article 12.2.

(5) Failing (4) above, the Employer may require the most senior regular employee within the work group who can meet the requirements of the WCB regulations to undertake Occupational First Aid training in order to obtain a Certificate.

22.9 Unresolved Safety Issues

The Occupational Safety & Health Committee may refer unresolved safety issues to the joint Labour/Management committee for possible resolution. This provision does not limit any right to seek a resolution from the Workers' Compensation Board.

22.10 Dangerous Goods, Special Wastes, Pesticides and Harmful Substances

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

22.11 Radio Contact or Employee Check

(a) Where employees are required to perform duties in remote isolated areas, they shall be supplied with effective radio or radio-telephone communications and have a pre-arranged "employee check" made at specified intervals, and at specified locations.

(b) The Employer recognizes the need for coordination with operators on "radio controlled" industrial roads and agrees to make such arrangements as are required in particular circumstances to establish as safe a working environment as possible when employees are required to use such roads. Such arrangements may include radio equipment with the appropriate frequency where the use of the frequency has been authorized by the licensed user of that frequency. The Employer agrees to make every reasonable effort to obtain such authorization from the licensed user of that frequency.

22.12 Working Alone

Where an employee is employed under conditions which present a significant hazard of disabling injury, and when the employee might not be able to secure assistance in the event of an injury or other misfortunes, the Employer shall provide a means of periodically checking the well being of the employee. Checks shall be made at such intervals and by such means as are appropriate to the nature, hazard and circumstances of the employment.

22.13 Survival First Aid Course

All employees who, by the nature of their employment, are required under the Workers' Compensation Board

regulations to complete a Survival First Aid Course, shall be given the course at the Employer's expense. Any disputes arising from the application or interpretation of this Article shall be referred to the Occupational Safety & Health Committee for review.

22.14 Hearing Examinations

Hearing examinations required pursuant to the Workers' Compensation Industrial Health and Safety Regulations shall be conducted during working hours without loss of current pay.

22.15 Training Programs for Occupational Safety & Health Committee Members

Subject to the approval by the Employer of the Union's Occupational Safety & Health Training Program, the Employer shall grant to designated Occupational Safety & Health Committee members leave without loss of current pay and without loss of seniority to attend the Union's training program to a maximum of two (2) work days' per member.

22.16 Skin Protection From Ultra Violet Radiation

The joint Labour/Management committee shall review issues related to skin protection from ultra violet radiation and video display terminals.

ARTICLE 23 - TECHNOLOGICAL CHANGE

23.1 Recognition of Technological Change

- (a) Both Parties acknowledge the overall advantages and necessity of technological change and the ongoing requirement to facilitate change in the Employer's operations.
- (b) The Parties recognize the need to develop orderly procedures to facilitate adjustments to and implementation of changes and technology.
- (c) In light of this mutual recognition the Parties have agreed to the following:

23.2 Notice of Technological Change

- (a) For the purpose of technological change, the Employer agrees to provide the Union with as much written notice as possible, but in any event not less than sixty (60) calendar days' notice of a technological change.
- (b) Upon receipt of a notice of technological change pursuant to Article 23.2(a) the joint Labour/Management committee shall meet to consult on the impact of the proposed change.
- (c) The written notice identified in Article 23.2(a) will provide the following information:
 - (1) the nature of the change(s);
 - (2) the anticipated date(s) on which the Employer plans to effect change(s);
 - (3) the location(s) and number(s) of employees likely to be directly affected pursuant to (d) below.
- (d) Where notice of technological change has been given pursuant to Article 23.2(a):
 - (1) Regular employees who are assigned to the Employer to work with the new technology shall receive a period of training and familiarization. Employees involved in training under this Section shall receive their basic pay for the period of training. Where the employee cannot meet job requirements upon completion of the training and familiarization period, the employee shall be offered the options of Article 13.
 - (2) To absorb those regular employees who are not assigned by the Employer to work with the new technology or who are displaced because of such technological change, the Employer will endeavour to utilize normal turnover of employees within the seniority block in which the change occurs, to the extent that turnover occurs during the period in which a technological change is being implemented.

23.3 Waiving of Notice

Notwithstanding Article 23.2(a), the Parties recognize that there may be circumstances of statutory obligations where it is not possible to provide the notice set forth in this Article. In such circumstances, notice shall be provided as soon as possible.

23.4 Disputes Resolved

If the Employer and the Union are unable to reach agreement respecting reasonable periods of training and familiarization, the matter may be referred to arbitration pursuant to Article 9 by notice of intent to arbitrate.

ARTICLE 24 - CONTRACTING**24.1 Contracting Out**

(a) The Union recognizes that the Employer is obliged by the terms of its maintenance contract with the Ministry of Transportation and Highways to utilize hired equipment and to subcontract highways road and bridge maintenance work.

(b) The Employer agrees to notify the Union on a quarterly basis, of the amount and type of work contracted out pursuant to (a) above.

(c) It is agreed that the Employer will not be in violation of this Agreement by contracting out: major paving, mowing, ditching, seal coat, machine brushing, dust lay stabilization, winter sand, production, crack sealing, except for grader and water truck utilization, above the amount required by the Ministry, or other similar work for which the contractor does not have the equipment.

24.2 No Contracting Out Which Results in a Layoff

The Employer agrees not to contract out any of the Employer's work presently performed by employees covered by this Agreement which would result in the laying off of such employees.

24.3 Temporary Employee Recall

It will not be deemed to be a violation of the Article when the Employer contracts out work which results in a temporary employee not being recalled for work.

24.4 Contracting In

Nothing in this Agreement prohibits the Employer from contracting with any other Party.

It is agreed that all such special projects with Area 21 will comply with Memorandum of Understanding No. 2.

24.5 Warranty and Repair Work

When warranty work is done on the Employer's premises, a Peace Country Maintenance Ltd. mechanic will be assigned, when in the opinion of the operations Manager or his designate, PCML's work load will allow. Such an assignment is for training.

ARTICLE 25 - HEALTH AND WELFARE BENEFITS**25.1 Eligibility**

Auxiliary employees shall be eligible for coverage under the Medical Services Plan of British Columbia and the Employer's medical, dental and group insurance plans effective the first day of the month following their appointment to regular status. All other regular employees who are placed in a regular position shall have a ninety (90) day waiting period before they become eligible for such health and dental benefits of this Agreement and such benefits will become effective the first day of the month following the ninety (90) day waiting period.

25.2 Short Term Illness and Injury Plan

The Employer will provide a short term illness and injury plan (STIIP) that entitles regular employees to a benefit of seventy-five percent (75%) of basic pay for a period not to exceed twenty-six (26) weeks as provided for in Appendix 1.

25.3 Basic Medical Insurance

Regular employees may choose to be covered by the Medical Plan of British Columbia.

25.4 Extended Health Care Plan

The Employer's Extended Health Care Plan will entitle regular employees, and their spouse, to coverage for eye glasses of one hundred and fifty dollars (\$150) in any continuous period of twelve (12) months, and will entitle dependent children of regular employees to coverage for eye glasses of one hundred and fifty dollars (\$150) in any continuous period of twelve (12) months. In addition, there will be an allowance for hearing aids of five hundred and twenty-five dollars (\$525) per forty-eight (48) month period.

25.5 Dental Plan

Regular employees shall be entitled to coverage under the Employer's dental insurance plan as follows:

- (a) Part A: 100% coverage
- (b) Part B: 75% coverage
- (c) Part C: 50% coverage, subject to participating in the Employer's dental plan for at least six (6) months and subject to a maximum lifetime payment of two thousand five hundred dollars (\$2,500) per patient.

25.6 Group Life and Accidental Death and Dismemberment

Benefits under the Employer's Group Life Insurance Plan will be equivalent to twice an employee's annual basic pay, subject to a minimum of eighty-five thousand dollars (\$85,000). The Employer shall pay one hundred percent (100%) of the premium for the coverage as set out above, and the employee shall pay the premium for any optional insurance over this amount to a maximum of one hundred and fifty thousand dollars (\$150,000). Effective the first of the month following ratification of this Collective Agreement the Group Life principal sum shall increase to one hundred thousand dollars (\$100,000).

- (a) group life principle sum: twice a regular employee's annual basic pay subject to a minimum of one hundred thousand dollars (\$100,000).
- (b)

loss of both hand or feet	group life principle sum
loss of sight of both eyes	group life principle sum
loss of one foot and one hand	group life principle sum
loss of one hand or one foot and sight of one eye	group life principle sum
accidental death	group life principle sum
loss of one hand or one foot	one half (½) of group life principle sum
loss of sight of one eye	one half (½) of group life principle sum

25.7 Medical Examination

Where the Employer requires a medical examination, the Employer agrees to arrange for and pay for the medical examination to be taken during the employee's normal working hours without loss of current straight-time pay.

25.8 Long Term Disability

Regular employees shall be entitled to coverage for Long Term Disability as provided for under Appendix 7 Part II, Short and Long Term Disability.

25.9 Benefit Coverage While on STIIP/LTD/WCB

- (a) The Employer shall maintain coverage for Medical Services Plan of British Columbia, extended health benefits, dental care benefits, group life, accidental death and dismemberment, short and long term disability and pension plan contributions and shall pay the Employer's share of these benefits while an employee is in receipt of benefits pursuant to short and long term disability plan or Workers' Compensation Board claim.
- (b) Vacation entitlement and vacation pay for a regular employee on a short term illness and injury, or Workers' Compensation Board claim shall continue to accrue to a maximum of six (6) months while the employee is on such a claim. Vacation earned pursuant to this Article may be carried over to the following year pursuant to Article 18.6. Vacation displaced for any of the above reasons shall be taken at a mutually agreed time following the employee's return to work.
- (c) On return from leave an employee shall be placed in his/her former position.

25.10 Employer to Provide Coverage

The Employer shall provide coverage as set out in the policies described in Articles 25.2, 25.3, 25.4, 25.5, 25.6 and 25.9 above and shall pay one hundred percent (100%) of the premiums as set out in these policies. Benefit coverage will remain in effect until the end of the month in which an employee loses benefit entitlement. The employee shall pay the premium for any insurance over the amount set out in the policy described in Article 25.6 above.

Should an employee choose coverage under any of Articles 25.2, 25.4, 25.5, 25.6, or 25.9 then the employee must have coverage under Article 25.3.

25.11 Workers' Compensation Benefits

Where a regular employee is on a claim recognized by the Workers' Compensation Board he shall be entitled to leave. During this time that the employee is on a leave, Workers' Compensation Board will pay the employee directly.

25.12 Employee Assistance Program

The Employer agrees to pay one hundred percent (100%) of the cost of "Fee for Service" Employee Assistance Program. It is understood the following will apply:

- (a) total cost will not exceed two thousand five hundred dollars (\$2,500) per calendar year;
- (b) personal counselling services will be provided for regular employees who have completed their probationary period and their families;
- (c) the Employer shall provide a list of local counselling companies to the Union which shall be used by the employees within the local area. If a local counselling company is not available then the Employer shall identify alternate counsellors;
- (d) the program will be confidential and bills will be sent by the counselling company to the Employer;
- (e) the counselling service shall, when billing the Employer, identify who has used the service and on which day(s). This information shall only be forwarded to the General Manager and/or Employee Relations Manager;
- (f) a member of an employee's family shall be defined as a spouse and children.

25.13 Continuation of Benefits

Regular employees who are eligible for benefits under Article 25.1 above, shall be entitled to maintain coverage as set out in the policies for dental, extended health, group life, accidental death and dismemberment and basic medical insurance plans above, for a maximum period of six (6) consecutive months immediately following the month in which an employee loses benefit coverage by prepaying one hundred percent (100%) of the premiums to the Employer.

25.14 Copies of the Benefit Plan

- (a) A copy of the master contracts with the carrier for all the benefit plans contained within Article 25 shall be sent to the President of the Union and the appropriate BCGEU Area Office.
- (b) The Employer will develop a pamphlet detailing the provisions of the benefit plans for distribution to all employees eligible for coverage. The cost of such a pamphlet shall be borne by the Employer.

25.15 Change of Carrier

The Employer shall not change Benefit Plan carriers without mutual agreement from the Union.

ARTICLE 26 - EMPLOYEE EQUIPMENT AND CLOTHING

26.1 Protective Clothing

- (a) Protective clothing is understood to mean wearing apparel which protects the employee's clothing from excessive dirt, grease, sparks, chemicals, injury etc.
- (b) The Employer agrees to supply protective apparel in accordance with Memorandum of Understanding #3.

26.2 Safety Equipment

With the exception of boots and prescription glasses, the Employer will supply all safety equipment required for the job under Workers' Compensation Board Regulations. Where safety equipment is required by the Workers' Compensation Board, it will be issued on an individual basis in accordance with Memorandum of Understanding #3.

26.3 Lockers

Where working conditions or weather requires full-time employees to have additional clothing available at their regular point of assembly, the Employer shall provide appropriate secure individual lockers within the assembly room building.

26.4 Replacement Provisions

Replacement of unserviceable items will be made upon surrender of the items to be replaced, together with proof that replacement is not as a result of negligence by the employee.

26.5 Tools

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

26.6 Comprehensive Insurance

- (a) The Employer agrees to provide comprehensive insurance covering tools, tool boxes, reference texts,

and instruments owned by the employees and are required to be used in the performance of their duties at the request of the Employer. The Employer shall pay any deductible amounts for comprehensive insurance.

(b) Employees shall provide a comprehensive list of all tools requiring insurance and they shall update the list as necessary. This list shall be kept on the employee's personnel file.

ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES

27.1 Paydays

(a) Employees shall be paid biweekly every second Friday.

(b) A comprehensive statement detailing all payments, allowances, pension contributions and deductions shall be issued to each employee for each pay period.

(c) The Employer will deposit by electronic transfer without cost to the employee, all employee's pay in a participating chartered bank, trust company, or credit Union of the employee's choice on or before the appropriate payday.

Employees participation in electronic deposit shall be compulsory except where access to a financial institution with capability of accepting electronic deposit is not available. Where electronic direct deposit is not available, paycheques will be delivered in individual sealed envelopes.

(d) The Employer will make reasonable effort to ensure that employees who do not receive their paycheques by electronic direct deposit shall receive paycheques on the normal payday.

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

(f) All new regular and auxiliary employees who are hired after March 8, 1993 will have two (2) weeks pay withheld from their first paycheque.

27.2 Rates of Pay

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

27.3 Substitution Pay

(a) When an employee temporarily substitutes in, or performs the principle duties of, a higher paying position; or employee(s) who are required to perform service work normally performed by the operator he/she shall receive the rate for the job.

(b) Where an employee works part days at a higher paying position, for more than one-half (½) hour, he/she shall be paid the higher rate by one-half (½) day increments.

(c) Substitution to a higher bargaining unit position shall be offered to the most senior available qualified employee in the appropriate classification subject to the employee's ability to perform the job. Failing substitution to the higher position by a more senior qualified employee, the junior qualified employee in the classification series will perform the duties of the substitution position as requested.

27.4 Rate of Pay on Reclassification or Promotion

When an employee is promoted or reclassified to a higher paying position, he/she will receive the rate for the position.

27.5 Pay on Temporary Assignment

A regular employee temporarily assigned by the Employer to a position with a rate of pay lower than his/her regular rate of pay shall maintain his/her regular rate of pay.

27.6 Wage Protection and Downward Reclassification of Position

- (a) An employee shall not have his/her salary reduced by reason of a change in the classification of his/her position or placement into another position with a lower salary, except in cases where it is caused by the employee or as a result of Article 13 - Layoff.
- (b) Such employee shall not receive negotiated salary increases until the salary of the employee's new classification equals or exceeds the salary which the employee is receiving.
- (c) When the salary of the employee's new classification equals or exceeds the salary which the employee is receiving, the employee's salary will be implemented at the rate of his new classification.
- (d) Such employee shall receive the full negotiated salary increases for his/her new classification thereafter.

27.7 Vehicle Allowance

Vehicle allowances for all distances travelled on Employer business shall be paid to employees required to use their own vehicles in the performance of their duties. Ownership of a vehicle shall not be a condition of employment.

Vehicle Allowance shall be thirty-two cents (32¢) per kilometre effective from the execution of this Agreement.

27.8 Meal Allowance

Employees on travel status away from their seniority block shall be entitled to a meal allowance for the time spent away from their seniority block.

Effective date of ratification of this Agreement between the Parties, meal allowances shall be:

Breakfast	\$ 8.75
Lunch	\$10.75
Dinner	\$17.75

27.9 Cashier Policy

Employees who are designated the responsibilities of handling cash who make excessive and frequent cash errors shall, at the Employer's option, be provided with further training following which, if such errors continue, they shall be liable for disciplinary action.

27.10 Abnormal Working Conditions

Both Parties to this Agreement recognize that employees may be required to work under abnormal working conditions, and, where it is unavoidable:

(a) ***Dirty Money***

Effective the date of ratification of this Agreement between the Parties a premium allowance of eighty-five cents (85¢) per hour shall be paid in addition to regular rates of pay to employees required to work in areas contaminated with sewage. Premium allowance shall apply to actual time while exposed. This premium shall also apply.

(b) Effective the date of ratification of this Agreement between the Parties a premium allowance of eighty-five cents (85¢) per hour shall be paid in addition to regular rates of pay for employees required to weld or torch cut galvanized material. Premium allowance shall apply to actual time while exposed except that the minimum time shall be one-half (½) hour.

27.11 Upgrading Qualifications

Where the Employer requires an employee to upgrade his/her skills or qualifications in order to operate or maintain equipment, the cost of training and normal living and travel expenses as laid down in this Agreement will be borne by the Employer.

27.12 Accommodation, Board and Lodging

Accommodation, board and lodging allowances for employees required to work away from their seniority block shall be as per Appendix #5.

27.13 Relocation Expenses

Regular employees who have to move from one seniority block to another after winning a competition, or at the Employer's request, shall be entitled to relocation expenses, as per Appendix #4.

27.14 Telephone Allowance

Employees on travel status who are required to obtain overnight accommodation will be entitled to claim five dollars (\$5) per night.

27.15 Work Time Records

(a) Any change to an employee's record of time worked which affects his/her wages shall be accompanied by notification to the employee. Should the employee disagree with the Employer as to the accuracy of his/her work and overtime records, the Union official within his/her jurisdiction shall have the right, on reasonable notice, to inspect the employee's work and overtime records.

(b) All employees shall submit a record of their time, on a daily basis, to his/her foreman or supervisor.

27.16 Training Allowance

Employees who are required by the Employer to provide training to specified level and to certify to the competency of the employees so trained shall receive one hundred dollars (\$100) per month while training. In such cases, the most senior qualified operator with the capability to provide training in the required class of equipment shall be given the opportunity to provide such training.

27.17 Salary Rate Upon Employment

The hiring rate of pay for a new employee shall not be higher than the rate of pay for an existing employee in the same classification.

27.18 Isolation Allowance

An isolation allowance shall be paid on a biweekly basis to each regular eligible employee based on the following formula:

Chetwynd	39.67 biweekly
Mt. Lemoray	68.76 biweekly
Honeymoon Creek	68.76 biweekly
Tumbler Ridge	59.18 biweekly
Mile 22	34.38 biweekly

Tumbler Ridges employees, may in lieu of the above allowance, opt to utilize accommodation as provided for by the Employer.

ARTICLE 28 - CLASSIFICATION AND RECLASSIFICATION

28.1 Classification Specifications

Classification specifications shall be established by mutual agreement between the Employer and the Union.

28.2 Classification and Salary Adjustments

(a) When a new or substantially altered classification covered by this Agreement is introduced or a different

or substantially altered piece of equipment is introduced, the rate of pay shall be subject to negotiations between the Union and the Employer.

(b) If the Parties are unable to agree on the rate of pay for the new or substantially altered classification, or a different or substantially altered piece of equipment, within ten (10) days' of their first meeting or other such period agreed to by the Parties, the Employer may implement the classification and attach a salary.

(c) The Union may then refer the matters, within twenty-one (21) days', to expedited arbitration. The arbitrator shall determine the rate of pay.

(d) The new rate of pay shall be effective on the date agreed to by the Parties, or the date set by the arbitrator but, in any event, not earlier than the date of implementation.

ARTICLE 29 - APPRENTICES

29.1 Administration and Implementation of Apprenticeship Programs

The Employer and the Union recognize that Apprenticeship Programs are the normal procedure for obtaining Trades qualifications. Administration and implementation of Apprenticeship Programs will be administered by the Employer.

29.2 Apprentices Attending School as Required by the Ministry of Skills, Training and Labour

(a) When an Apprentice is attending school as required by the B.C. Ministry of Skills, Training and Labour, he/she shall be paid his/her appropriate wage rate in accordance with Appendix 2. Where eligible, the Apprentice shall apply for a wage allowance from the Federal or Provincial government and shall remit this allowance to the Employer.

(b) The Employer will advise Apprentices when they are eligible for a government wage allowance.

(c) Apprentices on travel status will qualify for board and lodging expenses while attending school required by B.C. Ministry of Skills, Training and Labour. Rates will be in accordance with Appendix #4.

29.3 Apprentices Attending Special Training as Required by Employer

Where apprentices are required by the Employer to attend specialized training locations, which require them to either relocate or transfer from their seniority block, they shall receive the appropriate allowance as described in Appendix #4 and shall be placed on travel status.

29.4 Apprentice Moving Expenses

The Employer agrees to pay for authorized moving expenses incurred by apprentices to move to and from home base other than to the initial appointment base. When an apprentice qualifies for a higher percentage of the wage scale this shall not be construed as a promotion.

When there is a pre-programmed change in an Apprentice's geographic location, this shall not be construed as a transfer or move. The Employer may, as an alternative to moving, place an apprentice on travel status.

29.5 Employment

Upon completion of an Apprenticeship Program, no employee shall be entitled to the provisions of Article 13.1 unless the employee was entitled to such provisions prior to the commencement of his/her apprenticeship or the employee is offered a regular position pursuant to Article 12.

29.6 Apprenticeship Ratio

The Employer agrees to review annually at the joint Labour/Management committee the operational need for apprentices.

ARTICLE 30 - TRAINING AND SERVICE CAREER POLICY**30.1 Employee Training**

Both Parties recognize the need to provide employees with opportunities to improve their qualifications in order to prepare for promotional advancement, upgrade their skills required as a result of technological change, new methods or procedures, and to qualify for new positions being planned. To meet these needs the Employer shall:

- (a) review the annual training recommendations of the Labour/Management committee for the purposes of upgrading and/or developing training programs for trades and other classifications;
- (b) establish training programs for new major equipment;
- (c) for each major type of equipment that is normally located and used in a yard:
 - (1) to ensure there are at least two (2) operator series regular employees, in excess of the normal number of regular employee operators, trained to operate equipment rated at the operator series job classification level or higher, in each seniority block;
 - (2) when two (2) machine operator regular employees are not trained, as provided for in (1) above, training will be initiated as soon as reasonably possible given operational considerations;
 - (3) in seniority blocks with ten (10) or less machine operator regular employees, the number in (1) and (2) above will read as one (1).
- (d) review the status of training programs at meetings of the Labour/Management committee.

30.2 Selection for Training

When any training is required within a seniority block the Employer will place a Notice of Training on the appropriate Union bulletin board. This notice will indicate pre-training criteria, and the job classification and equipment being offered for training. The Employer will offer the training to the applicants in the following order:

- (a) Senior regular employee within the classification of training;
- (b) Senior regular employee within the classification series of training.

Employees from other classification series may apply for training and the Employer will consider such applications.

To be considered for training employees must respond in writing to a Notice of Training. Unless the Employer requires otherwise, or if the equipment is new to the Employer, an employee shall not be selected and trained on more than two (2) types of equipment per calendar year.

30.3 On-the-Job Operator Training

The Employer recognizes the need and benefits for Operator training:

- (a) Employees shall be designated for on-the-job Operator training in writing.
- (b) Training shall be considered time worked.
- (c) An employee who is not accepted for a training program will be so informed in writing by the Employer.
- (d) Prior to the commencement of a training course, the Employer shall establish a program and schedule for the training and review the same with the selected trainer and trainees. Training programs will be designed to address the operating complexity of the equipment and adapted to account for the skills inventory of the trainee. Once a training program has commenced, the Employer agrees to complete it within the above schedule excepting delays resulting from conditions beyond the reasonable control of the Employer.

(e) Employees designated for training, will have their progress monitored by the Employer. An employee shall be informed of his/her progress towards the successful completion of his/her training program. Training programs shall be designed in such a manner as to provide a consistent approach in the instruction of employees involved.

Should the Employer determine that the employee's progress is not satisfactory, then the training program for the employee will cease. An employee rejected from a training program will be so informed in writing by the Employer.

(f) Unless the employee is under direct supervision, an employee proficiently operating equipment at a higher rate shall receive substitution pay in accordance with Article 27.4 (a). The Employer and the trainer shall determine if the employee is proficiently operating the equipment.

30.4 Completion of Courses on Company Time

Employees shall be granted reasonable time during the regular workday to complete Employer approved courses that directly relate to the employees job duties.

30.5 Reimbursement for Approved Courses

(a) Employees shall, upon successful completion of job related courses, be reimbursed one-hundred percent (100%) of Employer pre-approved costs.

(b) The Parties to this Agreement may mutually agree to an alternate reimbursement percentage for approved job related courses.

(c) Termination of employment will nullify any obligation of assistance by the Employer.

30.6 Training Away from Regular Seniority Block

Where the Employer requires employees to take training away from their seniority block, the Employer shall provide for all necessary expenses such as tuition, books, travel, meals, accommodation, or other legitimate pre-approved items. The employee shall be on travel status as per Appendix #4.

30.7 Examinations

Upon successful completion of a training program, an employee will, if required by the Employer, write an examination and/or complete an equipment operation test conducted by the trainer to demonstrate their proficiency. Employees shall be permitted to write any examination required by the Employer upon satisfactory completion of the necessary training program. Employees who fail an examination may upon written request, review a copy of their examination and shall be eligible to be reexamined if warranted. This provision shall not apply to examinations set as a condition of employment.

A copy of any examination required by the Employer pertaining to any classification covered by this Collective Agreement shall upon written request be made available for review by the Labour/Management committee.

30.8 Post Training Work Opportunities

The Union and the Employer agree that it is beneficial to provide newly trained employees regular opportunities to practice the skills for which they have been trained. To provide for this, senior employees will not exercise their seniority rights over junior, trained employees assigned by the Employer to maintain their new skills provided that the junior trained employee does not work more than one (1) shift per month unless he/she is substituting for an absent senior employee as per Article 27.3. Employees may, by mutual agreement, agree to work more than one (1) shift per month.

ARTICLE 31 - TEMPORARY EMPLOYEES

31.1 Letter of Appointment

- (a) An auxiliary employee shall receive a Letter of Appointment clearly stating his/her employment status and expected duration of employment. A copy of each auxiliary employment letter will be sent to the appropriate Union Area Office and chief steward.
- (b) Auxiliary employees converted to regular status pursuant to Article 12 shall be notified in writing. Such letter shall indicate conversion date, point of assembly, and necessary documentation to enroll in the employee benefit program.
- (c) Temporary employees who are on appointments of a specified duration, and who work one thousand and forty (**1,040**) hours at straight-time in a six (**6**) month period shall be converted to regular status, provided the Employer feels such work specified by the appointment **is to be** of an ongoing and permanent nature. Conversions of such temporary employees to regular status will be effective the beginning of the month following the month in which they attain the required hours.

It is agreed by the Parties that separate appointments for the same employee will not by combination of the hours involved form a basis of measurement, as set out above, for conversion to regular status.

31.2 Layoff and Recall

- (a) Layoff of auxiliary employees shall be by classification in reverse order of seniority in a seniority block. The Employer shall provide auxiliary employees with three (**3**) work days' notification of layoff when the auxiliary appointment is greater than five (**5**) months. Notwithstanding such notice, the Employer will not be required to renew a layoff notice after it has been given when operational and/or weather conditions require an extension of the appointment beyond the layoff date.
- (b) Auxiliary employees on layoff shall be recalled in order of seniority within a seniority block provided the employee is qualified to carry out the work which is available.
- (c) Offers of Auxiliary Work:
 - (1)
 - (i) The Employer will schedule time periods during which auxiliary employees on layoff will be contacted for work that is available. These scheduled time periods will be established by seniority block based on the scheduling patterns for that unit, such that auxiliary employees will not be required to be available more than three (**3**) hours on any one (**1**) day.
 - (ii) Auxiliary employees will be advised, in writing, of the scheduled time periods and of any changes thereto. Auxiliary employees, on layoff, are required to be personally available at their contact points during these scheduled time periods.
 - (iii) Auxiliary employees will provide a direct communication link that will give them personal contact with their regular seniority block contact person. This communication link must be appropriate to the Employer's operation and may include telephone or radio telephone.
 - (iv) Auxiliary employees on layoff who experience problems with their communication link, or who will not be available at their contact point during the scheduled time period for those reasons outlined in (**4**) below, are required to contact their regular seniority block contact person in advance of the scheduled time periods as designated by the Employer. Auxiliary employees may be required to contact their regular assembly point contact person during the scheduled time period to obtain a specific work schedule.
 - (2) If an employee receives notice of available work and declines the work offered, such decline will be considered to be a decline for purposes of Article 11.4 (d).
 - (3) An employee who declines work or is unavailable to accept contact from the Employer for work on three (**3**) separate occasions in the calendar periods between November 1 and April 30 inclusive, or May 1 and October 31 inclusive will lose his/her seniority and be considered terminated for just cause.
 - (4) Auxiliary employees who are unavailable in the following circumstances and who advise their seniority block contact person in advance that they are unavailable, will not have the decline or

unavailability count as an occurrence for the purpose of Article 11.4(d) in the following circumstances.

- (i) absence on a WCB claim;
- (ii) maternity leave;
- (iii) absence on bereavement leave without pay;
- (iv) illness; proof of illness may be required if the absence is greater than four (4) days' or where it appears a pattern of consistent or frequent absence is developing;
- (v) jury duty;
- (vi) 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.
- (vii) Union leave per Articles 2.10(e) and 2.11.

(d) The Employer may hire new auxiliary winter shift employees, for orientation and training purposes, prior to the recall of the former auxiliary employees. Such orientation and training shall not constitute a normal recall for the purpose of (b) above. Such auxiliary employees will accrue seniority during orientation and training,

31.3 Health and Welfare

In lieu of Health and Welfare benefits, auxiliary employees shall receive additional compensation as follows:

Effective Ratification: **fifty cents (50¢)** per hour to a maximum of forty dollars (\$40) biweekly.

31.4 Vacation Entitlement for Auxiliary Employees

Auxiliary employees will be entitled to receive vacation pay at the rate of six percent (6) of their regular earnings. Auxiliary employees shall receive such earned vacation pay on each paycheque.

ARTICLE 32 - PENSION PLAN/RRSP

32.1 Eligibility

(a) A Pension Fund/RRSP will be established using the following funding formula for regular or regular status employees covered by this Agreement.

(b) Upon application, auxiliary employees who have as of May 1, 1995, "completed two (2) years of employment with earnings of not less than thirty-five percent (35%) of the years maximum pensionable earnings as annually determined by Revenue Canada in each of two (2) consecutive calendar years".

32.2 Contributions

Contributions to the Pension Plan based on basic pay will be as follows:

	Employer	Employee
December 1, 1997	8.5%	7.5%
December 1, 1998	9.0%	8.0%

For the purpose of this Article, basic pay includes disability income pursuant to the provisions of Article 25, Workers' Compensation Board benefits, vacation pay received in a calendar month and money paid in lieu of vacation.

All regular employees covered by this Agreement shall participate in the RSP Pension Plan.

ARTICLE 33 - GENERAL CONDITIONS

33.1 Point of Assembly

Each employee will be assigned a regular point of assembly within his/her seniority block, such as a yard, maintenance depot, office, etc.

33.2 Return to Regular Point of Assembly

Both Parties recognize the desirability of employees returning from field locations to their regular point of assembly, as the case may be, for days of rest whenever possible. To this end the Employer shall make every reasonable effort to make transportation available for return to the regular point of assembly for rest days.

33.3 Employer Vehicle Use

An Employer vehicle will be made available to crews working at a temporary field point of assembly for reasonable use in the field location. For vehicle use under this Article, and for return to the regular point of assembly, the driver must be a responsible employee (approved by the Employer) who is prepared to return the vehicle in an undamaged and serviceable condition. If such use results in a loss to a third Party or to the vehicle as a result of the driver's ability being impaired by the use of alcohol or drugs, the employee will be expected to compensate the Employer for any portion of the loss which is not payable by the Insurance Corporation of B.C. because of impairment and will be subject to disciplinary action up to and including termination.

33.4 Indemnity

(a) Civil Actions

Except where there has been flagrant or willful negligence on the part of an employee, the Employer agrees not to seek indemnity against an employee whose actions result in a judgment against the Employer. The Employer agrees to pay any judgment against an employee arising out of the performance of his/her duties and to pay any legal costs incurred in the proceedings including those of the employee except where there has been flagrant or willful negligence on the part of an employee.

(b) Criminal Actions

Where an employee is charged with an offence resulting directly from the proper performance of his/her duties and is subsequently found not guilty, the employee shall be reimbursed for reasonable legal fees.

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

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

- (1) when the employee is first approached by any person or organization notifying him/her of intended legal action against him/her;
- (2) when the employee himself requires or retains legal counsel in regard to the incident or course of events;
- (3) where any investigative body or authority first notifies the employee of any investigation or other proceedings which might lead to legal action against the employee;
- (4) when information first becomes known to the employee in the light of which it is a reasonable assumption that the employee would conclude that he/she might be the object of legal action; or
- (5) when the employee receives notice of any legal proceedings of any nature or kind.

33.5 Payroll Deductions

A regular employee shall be entitled to have deductions from his/her salary assigned for the purchase of Canada

Savings Bonds and British Columbia Savings Bonds, provided that the employee agrees to:

- (a) leave on file with the Employer a signed bond cancellation in the required form; and
- (b) allow the Employer to cancel the bond without notice whenever the employee has insufficient net earnings with the Employer to pay for a bond payroll deduction.

33.6 Copies of Agreement

Copies of the Agreement will be produced for distribution to each employee. The cost of this will be the responsibility of the Employer.

33.7 Travel Advance

Employees who proceed on travel status shall be provided with an adequate travel advance. The amount of the advance will be determined by such factors as time away from the regular point of assembly, the frequency of reimbursement, meal allowances and accommodation arrangements made by the Employer.

33.8 Technical Orders

Trade qualified employees will take technical orders only from a supervisor in their own or a related trade, or management, when supervisors are not available.

33.9 Political Activity

(a) Municipal and School Board Offices

(1) Employees may seek election to Municipal and School Board Offices provided that the duties of the Municipal or School Board Office do not, other than regular council or board meetings, require the employee to be away from work.

(2) Where Municipal Council or School Board meetings are held during the employee's normal working hours, the Employer shall grant leave without pay to attend such meetings.

(b) Federal and Provincial Offices

There are no restrictions on employees engaging in political activities on their own time as campaign workers. If an employee is nominated as a candidate for election, the employee shall be granted leave without pay in accordance with Article 20.4(a) to engage in the election campaign. If elected, the employee shall be granted leave of absence in accordance with Article 20.4(c). If not elected, the employee shall be allowed to return to his/her former position.

ARTICLE 34 - STUDENTS

34.1 Hire/Preference

The Company reserves the right to hire students during the summer months. First preference shall be given to relatives of current employees. Relatives are defined as sons, daughters, nieces, nephews and grandchildren. These employees shall be used to supplement the work force, and shall be required to join the Union.

34.2 Rate of Pay

Rate of pay for these employees will be eleven dollars and twenty-five cents (\$11.25) per hour.

Rate of pay for students in their second year and subsequent years of employment will be twelve dollars and twenty-five cents (\$12.25) per hour.

34.3 Benefits

Students will not be entitled to benefits as set out in this Agreement.

34.4 Terms and Conditions

Students are restricted to the following:

- (a) rest area maintenance/clean-up;
- (b) roadside clean-up;
- (c) curb and sign post painting;
- (d) flagging;
- (e) in (a), (b), (c), and (d) they will work under the direction of a bargaining unit position as required;
- (f) student employment shall be restricted to the period from May 1st to September 30th each year;
- (g) students shall have a separate seniority list for layoff and recall purposes;
- (h) students shall receive four percent (4%), in lieu of vacation, to be paid on their last paycheck;
- (i) the following Articles shall not apply to students: 11, 13, 16, 23, 30, 32, 33.

ARTICLE 35 - TERM OF AGREEMENT

35.1 Duration

This Agreement shall be binding on the Parties hereto and shall be effective from the date of signing and remain in effect until midnight November 30th, 1999.

35.2 Notice to Bargain

- (a) This Agreement may be opened for collective bargaining by either Party giving written notice to the other Party on or after August 1, 1999, but in any event not later than midnight, October 1, 1999.
- (b) Where no notice is given by either Party prior to October 1, 1999, both Parties shall be deemed to have given notice under this section on October 1, 1999.
- (c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by General Manager.
- (d) Where a Party to this Agreement has given notice under subsection (a) above, the Parties shall, within ten (10) days' after the notice was given or at such other times as may be mutually agreed, commence collective bargaining.
- (e) Both Parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining.

35.3 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.

35.4 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 Section 66(2) of the Labour Code of British Columbia is hereby excluded.

35.5 Joint Orientation

Within ninety (90) days' of ratification of this Agreement, a joint orientation session involving all stewards, bargaining committee members and supervisory personnel will be held in each Contract Area to review the term and conditions of this Agreement. Leave with pay for the employee's normal work day will be granted to employees. The Union will pay for all other expenses.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

John T. Shields, President

Jim Poole, General Manager

Michael Englot, Bargaining Chair

Debra Smith, Manager - Human Resources

William Hall, Bargaining Committee

Ralph Elke, Labour Consultant

Robert Henry, Bargaining Committee

Lloyd C. Glibbery, Staff Representative

Signed this _____ day of _____, 19 ____.

APPENDIX 1
HOURLY WAGE RATES

Classification Series	Effective at Ratification	Effective Nov 30/97	Effective Nov 30/98
Warehouse Series			
TJIW	21.50	21.72	22.05
TLW.H./TSIW	22.63	22.86	23.20
Stockperson	19.47	19.66	19.95
Partsperson	20.24	20.44	20.75
Stockclerk	18.10	18.28	18.55
Parts Pickup	19.58	19.78	20.08
Mechanical Series			
TJ Automotive	23.22	23.45	23.80
TJ Mechanic	23.83	24.07	24.43
TL Mechanic	24.46	24.70	25.07
TS Mechanic	25.11	25.36	25.74
TJ Welder	23.83	24.07	24.43
TJ Autobody	23.83	24.07	24.43
TJ Bodyman	23.83	24.07	24.43
Bodyman Helper	19.47	19.66	19.95
Sign Series			
Labourer	19.47	19.66	19.95
Sign Person	20.98	21.19	21.51
Clerical Series			
Clerk 1	16.41	16.57	16.82
Clerk 2	18.57	18.76	19.04
Clerk 3	20.00	20.20	20.50
Clerk 4	21.01	21.22	21.54
Foremen Series			
Foreman 1	22.63	22.86	23.10
Foreman 2	23.22	23.45	23.70
Foreman 3	23.83	24.07	24.33
Machine Operator Series			
OS1=Former MO1	19.47	19.66	19.95
OS2=Former MO2 & MO3	20.45	20.65	20.96
OS3=Former MO4	20.98	21.19	21.51
OS4=Former MO5	21.50	21.72	22.05
OS5=Former MO6 & MO7	22.06	22.28	22.61
Bridgeworker Series			
Labourer	19.47	19.66	19.95
TJ Bridgeworker	23.22	23.45	23.80
TL Bridgeworker	23.83	24.07	24.43
TS Bridgeworker	24.46	24.70	25.07
TSS Bridgeworker	25.05	25.30	25.68
Bridgeman 1	20.45	20.65	20.96
Bridgeman 2	20.97	21.18	21.50
Bridgeman 3	22.06	22.28	22.61
Office Manager	23.22	23.45	23.80

* Three hundred dollar (\$300) signing bonus to all regular and auxiliary employees, upon ratification.

* Students to receive a retroactive payment for hours since April 1, 1997.

APPENDIX 2**RATES OF PAY FOR APPRENTICES****Two-year Apprenticeship Program**

1st year	Sixty-five percent (65%) of certified journeyman rate.*
2nd year	Ninety percent (90%) of certified journeyman rate.

Three-year Apprenticeship Program

1st year	Sixty-five percent (65%) of certified journeyman rate.*
2nd year	Seventy-five percent (75%) of certified journeyman rate.
3rd year	Ninety percent (90%) of certified journeyman rate.

Four-year Apprenticeship Program

1st year	Sixty-five percent (65%) of certified journeyman rate.*
2nd year	Seventy percent (70%) of certified journeyman rate.
3rd year	Eighty percent (80%) of certified journeyman rate.
4th year	Ninety percent (90%) of certified journeyman rate.

Five-year Apprenticeship Program

1st year	Sixty-five percent (65%) of certified journeyman rate.*
2nd year	Seventy percent (70%) of certified journeyman rate.
3rd year	Seventy-five percent (75%) of certified journeyman rate.
4th year	Eighty-five percent (85%) of certified journeyman rate.
5th year	Ninety percent (90%) of certified journeyman rate.

* Becomes sixty percent (60%) if the employee has not successfully completed a recognized pre-apprenticeship training program prior to being indentured.

APPENDIX 3

JOB DESCRIPTION

Within ninety (90) calendar days of ratification of this Agreement the Parties shall meet and finalize the Job descriptions for all positions in the bargaining unit. These job Descriptions shall be included in the postings referred to in Article 12.3

If the Parties are unable to agree on the Job Descriptions, the Union may utilize the grievance procedure.

APPENDIX 4**BOARD, LODGING, AND RELOCATION EXPENSES****DEFINITIONS**

For the purpose of these regulations:

“stationaryemployees” - are employees who occupy positions that require them to:

- (a) carry out their duties on a day-to-day basis at their regular assembly point;
- (b) travel from their regular assembly point for short periods of time and/or;
- (c) travel from their regular assembly point more or less on a continuous basis, but whose assignments are of sufficiently short duration so that temporary regular assembly points cannot be practically assigned;

“travel status” - with respect to an employee, means assignment of the employee away from the employee's designated regular assembly point or geographic location on Employer business with the approval of the Employer;

“regularassembly point or geographic location” - is that area within a radius of thirty-two (32) kilometres where employees ordinarily perform their duties.

PART I - BOARD AND LODGING REGULATIONS

(a) *Local Hire*

No board and lodging will be supplied or no living allowance will be paid to a person hired locally for a project.

Should such a person be transferred to another project where the distance involved requires the person to reside away from their original point of domicile, then board and lodging allowances will apply.

(b) *Employees at their Regular Assembly Point*

No board and lodging will be supplied, or living allowance or meals and/or accommodation paid to employees while at their permanent place of residence.

(c) Travel status “stationary” employees who are required to travel away from their permanent regular assembly point shall be entitled to the current meal allowance and accommodation reimbursement up to a maximum of sixty **(60)** days' at one location on a continuous basis.

Notwithstanding any provisions contained herein, travel status will not apply where the Employer decides to provide for or supplies free board and lodging where no commercial services are available.

1.2 Apprentices Attending Special Training as Required by Employer

Where apprentices are required by the Employer to attend specialized training locations, they shall receive a per diem living allowance of twenty-eight dollars and **fifty** cents (\$28.50).

1.3 Type of Accommodation

It is agreed and understood that where the Employer supplies lodging using community services whenever possible, the employee will be entitled to single accommodation, and the sharing of a room with other employees will not be required except under unusual circumstances, such as where sufficient accommodation is not available. Where employees are sharing accommodation with persons other than employees entitled to lodging, or where an employee chooses to use accommodation in excess of single accommodation, the employee will be responsible for all lodging costs in excess of the single accommodation rate.

An employee shall be entitled to use alternate private accommodation which is not billed to the Employer provided

he/she has received the prior approval of the Employer. In such cases, the employee shall be paid twenty-five dollars (\$25) per night of accommodation from the date of execution of this Agreement.

PART II - RELOCATION EXPENSE

2.1 Policy

Relocation Expenses will apply to:

- (a) Relocation expenses will apply to employees who have to move from one regular assembly point to another to avoid layoff, pursuant to Article 13, at their assembly point.
- (b) Regular employees who have completed their probationary period and move from their regular assembly point to another after winning a posted competition where the position is a promotion to, or within, the road foreman classification series and is permanently located at another regular assembly point.
- (c) Regular employees who have to move from one regular assembly point to another at the Employer's request to fill a position which is permanently located at another regular assembly point.

2.2 Relocation Reimbursement

On relocation the employee shall be entitled to reimbursement for relocation costs up to a maximum of four thousand dollars (\$4,000) upon production of receipts.

2.1 Requested Relocation by Employee

Where an employee requests a relocation from one assembly point to another, all travelling and living expenses incurred in such a move are the responsibility of the employee.

APPENDIX 5**EXCLUDED PERSONNEL**

This letter represents an understanding by the Parties that the following positions are listed as management positions, and consequently do not form part of the bargaining unit. These being:

- (1) Chairman
- (2) Operations Manager
- (3) General Manager
- (4) Purchasing and Material manager
- (5) Controller
- (6) Manager Human Resources
- (7) Quality Assurance
- (8) Road Superintendents
- (9) Bridge Superintendent
- (10) Mechanical Superintendent
- (11) Manager Planning and Scheduling

In the case of employees who at the time of signing this Agreement hold one of the above positions and are within the bargaining unit, these individuals will be given the option of remaining within the unit or becoming excluded. If the employee chooses to remain within the bargaining unit, then his position will fall within the scope of this Collective Agreement until he leaves the position. At any time in the future, should he vacate the position, then it will be considered to be an excluded position outside this Agreement.

APPENDIX 6**ARBITRATORS' AGREEMENT**

Should the Parties mutually agree, the following agreement shall be presented to an arbitrator for his/her execution. Notwithstanding the foregoing, the Parties may agree to engage an arbitrator who declines to execute the agreement.

I, _____, Arbitrator, agree that in consideration of the acceptance by the B.C. Government and Service Employees' Union and _____ of myself as an Arbitrator. I will render a decision in writing within thirty (30) days' of the completion of any hearing in which I participate. I further agree that my fee for such arbitration will be reduced by a factor of ten percent (10%) for each seven (7) days' which lapse beyond the thirty (30) days' from the completion of any hearing in which I participate and in which a decision is not published. I further agree that the account which I render will indicate the amount of my fee on an unadjusted and adjusted basis. I further agree not to bill for any fee in regard to cancellation, except where such cancellation is within seven (7) calendar days' of the appointed hearing date.

APPENDIX 7**SHORT AND LONG TERM DISABILITY****PART I - SHORT TERM ILLNESS AND INJURY PLAN****1.1 Eligibility**

- (a) Regular employees shall be covered by the Short Term Illness and Injury Plan starting the first day of the month following their probation, subject to Article 25.1.
- (b) Notwithstanding (a) above, where a regular employee is on a claim recognized by the Worker's Compensation Board, while the employee was on the Employer's business, he/she shall be entitled to leave at his/her regular rate of pay up to a maximum of one hundred and fifty-two (152) days' for any one claim in lieu of benefits as outlined in Section 1.2. During this time that the employee is on a leave, Workers' Compensation Board will pay the employee directly.

1.2 Short Term Plan Benefit

- (a) In the event an employee is unable to work because of illness or injury he/she will be entitled to a benefit of seventy-five percent (75%) of pay for a period not to exceed twenty-six (26) weeks from date of absence, (Short Term Plan Period).
- (b) The seventy-five percent (75%) benefit may be supplemented in quarter (¼) day increments by the use of the following in descending order:
 - (1) Compensatory Time Off (CTO);
 - (2) Banked Earned Time Off (ETO);
 - (3) Vacation Entitlement.

1.3 Recurring Disabilities

- (a) Employees who return to work after being absent because of illness or injury, and within five (5) consecutive scheduled days' of work again become unable to work because of the same illness or injury are considered to still be within the original Short Term Plan period as defined in Section 1.2(a).
- (b) Employees who return to work after being absent because of illness or injury and within five (5) consecutive scheduled work days' again become unable to work because of a new illness or injury unrelated to the illness or injury that caused the previous absence shall be entitled to a further twenty-six (26) weeks of benefits under this plan.
- (c) Employees who return to work after being absent because of illness or injury, and after working five (5) or more consecutive scheduled days' of work, again become unable to work because of the same illness or injury will be entitled to a further twenty-six (26) weeks period of benefits under this plan.

1.4 Doctor's Certificate of Inability to Work

The Employer may require an employee who is unable to work because of illness or injury to provide a statement from:

- (a) a medical practitioner qualified to practice in the province of B.C., or
- (b) where necessary, from a medical practitioner licensed to practice in the province of Alberta or the Yukon, or
- (c) the consulting physician to whom the employee is referred by the medical practitioner in (a) or (b) above, providing medical evidence of the employee's inability to work in any of the following circumstances:
 - (1) where it appears that a pattern of consistent or frequent absence from work is developing;

- (2) where the employee has been absent for six (6) consecutive scheduled days' of work;
- (3) where at least thirty (30) days' have elapsed since the last statement was obtained and the employee has been in receipt of plan benefits throughout that period.

Benefits will cease to be paid when an employee fails to provide satisfactory evidence of medical disability during the benefit period.

1.5 Integration With Other Disability Income

Short term benefits will be reduced by all other disability income benefits to which the absent employee is entitled except disability income which was being received prior to the illness or injury resulting in the employee being absent from work and which is unrelated to the illness or injury causing the current absence and the one-quarter (¼) day accumulation that is being used to supplement the plan, pursuant to Section 1.2(b). Other disability income benefits will include:

- (a) any amount the absent employee receives from any group insurance, wage continuation or pension plan of the Employer;
- (b) any amount of disability income provided by any compulsory act or law, except Unemployment Insurance sickness benefits and WCB benefits payable in accordance with Section 1.1(b);
- (c) any periodic benefit payment from the Canada or Quebec Pension Plan or other social security plan of any country.

Notwithstanding the above, in the case of ICBC Weekly Indemnity payments or, in the case of personal insurance coverage integration will apply to the extent that the combination of Plan benefits and ICBC Weekly Indemnity payments, or personal insurance disability income benefits exceed either:

- (1) One hundred percent (100%) of pay, or
- (2) The applicable benefit percentage of the individual's average total monthly income in the twelve (12) month period immediately preceding commencement of the disability, whichever is the greater. Where this provision is to apply, the employee will be required to provide satisfactory evidence of his/her total monthly income.

Notwithstanding the above, where an employee makes a successful wage loss claim against a third Party for an injury for which the employee received or would receive STIIP benefits, the Employer will be entitled to recover or decrease Plan benefits by an amount equal to the amount that Plan benefits in combination with the wage loss claim paid exceed one hundred percent (100%) of pay.

This section does not apply to a war disability pension paid under an Act of the Governments of Canada or other Commonwealth countries.

1.6 Benefits Not Paid During Certain Periods

Benefits will not be paid when an employee is:

- (a) Receiving designated paid holiday pay;
- (b) engaged in an occupation for wage or profit;
- (c) on strike or is locked out unless the strike or lockout occurred after the illness or injury resulting in the employee being absent from work;
- (d) serving a prison sentence;
- (e) on suspension without pay;
- (f) on paid absence in the period immediately preceding retirement;
- (g) on any leave of absence without pay.

Notwithstanding (g) above, where an illness or injury occurs during a period of approved:

- (1) educational leave;

- (2) general leave of absence not exceeding thirty (30) days';
- (3) maternity or adoption leave

which prevents the employee from returning to work on the scheduled date of return, the Short Term Plan will be effective from the date of disability due to illness or injury and benefits will be paid for the balance of the twenty-six (26) week period remaining from the scheduled date of return to work. For maternity leave, the intention is no coverage for normal pregnancy.

1.7 Employee to Inform Employer

The employee shall inform the Employer as soon as possible of his/her inability to report to work because of illness or injury. The employee shall inform the Employer of the date of return to duty, in advance of that date, in order that relief scheduled for that employee can be notified.

1.8 Benefits Upon Layoff or Separation

- (a) Subject to (b) and (c) below, regular employees who are receiving benefits pursuant to Section 1.01(b) or 1.02 shall continue to receive such benefits upon layoff or separation until the termination of the illness or until the maximum benefit entitlement has been granted, whichever comes first, if the notice of layoff or separation is given after the commencement of the illness for which the benefits are being paid.
- (b) In the event that layoff or separation notice was given prior to the commencement of the illness, benefits will cease on the effective day of the layoff or separation only if the illness commenced within two (2) months of the effective date of the layoff or separation.
- (c) Benefits will continue to be paid in accordance with (a) above for which notice of layoff or separation was given prior to the commencement of the illness and if the illness commenced more than two (2) months before the effective date of layoff or separation.

PART II - LONG TERM DISABILITY PLAN

2.1 Eligibility

- (a) Regular employees shall be covered by the Long Term Disability Plan on the first day of the month following the completion of his/her probation.
- (b) Coverage in the Plan is a condition of employment.

2.2 Long Term Disability Benefit

In the event an employee, while covered under this plan, becomes totally disabled as a result of an accident or a sickness, then, after the employee has been totally disabled for twenty-six (26) weeks, including periods approved in Section 1.3(a) and (c), he/she shall be eligible to receive a monthly benefit as follows:

- (a) while the employee has a time bank balance to be used on a day-for-day basis, full monthly earnings will continue until the time bank is exhausted, and Section 2.6 will not apply;
- (b) when an employee has no time bank, or after it is exhausted, the employee shall receive a monthly benefit equal to the sum of
 - (1) effective November 1, 1995, sixty-eight and three-tenths percent (68.3%) of the first (1st) nineteen hundred dollars (\$1,900) of monthly earnings; and
 - (2) fifty percent (50%) of the monthly earnings above nineteen hundred dollars (\$1,900) to a maximum of forty-five hundred dollars (\$4,500).

For the purposes of the above, earnings shall mean basic monthly earnings as at the date of disability as determined by the Employer.

The basic monthly earnings as at the date of disability shall be the salary in effect for the last month of the Short Term Plan period, or equivalent twenty-six (26) week period, taking into consideration any retroactive adjustments. The date of disability for determining the commencement of the first two (2) years of disability shall be the day following the last month of the Short Term Plan period, or an equivalent twenty-six (26) week period.

- (c) The Long Term Disability benefit payment will be made as long as the employee remains totally disabled in accordance with Section 2.3, and will cease on the date the employee recovers, or at the end of the month in which the employee reaches age sixty-five (65), or resigns or dies, whichever occurs first.
- (d) An employee in receipt of Long Term Disability benefits will be considered an employee for purposes of pension and will continue to be covered by group life, extended health, dental and medical plans. Employees will not be covered by any other portion of a Collective Agreement and will retain seniority rights should they return to employment within six (6) months following cessation of benefits.
- (e) When an employee is in receipt of the benefit described in (b) above, contributions required for benefit plans in (d) above and contributions for pension plan will be waived by the Employer.
- (f) An employee engaged in rehabilitative employment with the Employer and who is receiving partial Long Term Disability benefit payments will have contributions required for benefit plans in (d) above and contributions for pension waived by the Employer, except that Pension Plan contributions shall be deducted from any salary received from the Employer to cover the period of rehabilitative employment.

2.3 Total Disability

- (a) Total disability, as used in this Plan, means the complete inability because of an accident or sickness of a covered employee to perform all the duties of his/her own occupation for the first two (2) years of disability. Thereafter, employees able by reason of education, training or experience to perform the duties of a gainful occupation for which the rate of pay is not less than seventy-five percent (75%) of the current rate of pay of their regular occupation at date of disability will not be considered totally disabled and will therefore not be eligible for benefits under this Long Term Disability Plan.

- (b) Total disabilities resulting from mental or nervous disorders are covered by the Plan in the same manner as total disabilities resulting from accidents or other sicknesses, except that an employee who is totally disabled as a result of a mental or nervous disorder and who has received twenty-four (24) months of Long Term Disability Plan benefit payments must be confined to a hospital or mental institution or where they are at home, under the direct care and supervision of a medical doctor, in order to continue to be eligible for benefit payments.

During a period of total disability an employee must be under the regular and personal care of a legally qualified doctor of medicine.

- (c) (1) If an employee becomes totally disabled and during this period of total disability engages in rehabilitative employment, the regular monthly benefit from this plan will be reduced by twenty-five percent (25%) of the employee's earnings from such rehabilitative employment. In the event that income from rehabilitative employment and the benefit paid under this Plan exceed eighty-five percent (85%) of the employee's earnings at date of disability, the benefit from this Plan will be further reduced by the excess amount.

"Rehabilitative employment" shall mean any occupation or employment for wage or profit or any course or training that entitles the disabled employee to an allowance, provided such rehabilitative employment has the approval of the employee's doctor and the Employer.

The rehabilitative employment of a disabled employee will continue until such time as the employee's earnings from rehabilitative employment exceed eighty-five percent (85%) of the employee's earnings at the date of disability but in no event for more than twenty-four (24) months from the date benefit payments commence.

If earnings are received by an employee during a period of total disability and if such earnings are derived from employment which has not been approved of as rehabilitative employment by his/her doctor and the Employer, then the regular monthly benefit from the Plan will be reduced by one hundred

percent (100%) of such earnings.

(2) In the event that an employee has been classified as totally disabled for all occupations and engages in approved rehabilitative employment, the provisions of (1) above apply except that the rehabilitative employment may continue for twenty-four (24) months from the date rehabilitative employment commenced.

(3) In the case where rehabilitative employment has been approved while an employee is receiving a benefit under the provisions of 2.2(a) above, the provisions of 2.3(c)(1) above shall not apply until the employee is receiving a benefit under 2.2(b) above.

2.4 Exclusions from Coverage

The Long Term Disability Plan does not cover total disabilities resulting from:

- (a) war, insurrection, rebellion, or service in the armed forces of any country after the commencement of this plan;
- (b) voluntary participation in a riot or civil commotion except while an employee is in the course of performing the duties of his/her regular occupation;
- (c) intentionally self-inflicted injuries or illness;
- (d) pregnancy, childbirth, miscarriage or abortion except severe complications following termination of pregnancy, (intention is no coverage for normal pregnancy);
- (e) a disability known to the Employer and which was specifically taken into account by the Employer at time of hiring.

2.5 Pre-existing Conditions

An employee shall not be entitled to Long Term Disability benefits from this Plan if his/her total disability resulted from an accident, sickness or mental or nervous disorder with respect to which medical treatment, services or supplies were received in the ninety (90) day period prior to the date of hire unless he/she has completed twelve (12) consecutive months of service after the date of hiring during which time he/she has not been absent from work due to the aforementioned accident, sickness or mental or nervous disorder with respect to which medical treatment, services or supplies were received. This Article does not apply to present employees who have been continuously employed since April 1, 1977.

2.6 Integration With Other Disability Income

In the event a totally disabled employee is entitled to any other income as a result of the same accident, sickness, mental or nervous disorder that caused him/her to be eligible to receive benefits from this Plan, the benefits from this Plan will be reduced by one hundred percent (100%) of such other disability income.

Other disability income shall include, but not necessarily be limited to:

- (a) any amount payable under the Workers' Compensation Act or Law or any other legislation of similar purpose; and
- (b) any amount the disabled employee receives from any group insurance, wage continuation or pension plan of the Employer that provides disability or retirement income; and
- (c) any amount of disability income provided by any compulsory act or law;
- (d) any periodic primary benefit payment from the Canada or Quebec Pension Plans or other similar social security plan of any country to which the disabled employee is entitled or to which he/she would be entitled if his/her application for such a benefit were approved; and
- (e) any amount of disability income provided by any group or association disability plan to which the

disabled employee might belong or subscribe.

The amount by which the disability benefit from this Plan is reduced by other disability income will normally be the amount to which the disabled employee is entitled upon becoming first eligible for such other disability income. Future increases in such other disability income resulting from increases in the Canadian Consumer Price Index or similar indexing arrangements will not further reduce the benefit from this Plan.

Notwithstanding the above, in the case of ICBC Weekly Indemnity payments or, in the case of personal insurance coverage, integration will apply to the extent that the combination of Plan benefits and ICBC Weekly Indemnity payments or, personal insurance disability income benefits exceed either:

- (1) one hundred percent (100%) of basic pay; or
 - (2) the applicable benefit percentage of the individual average total monthly income in the twelve (12) month period immediately preceding commencement of the disability, whichever is the greater.
- Where this provision is to apply the employee will be required to provide satisfactory evidence of his/her total monthly income.

Notwithstanding the above, where an employee makes a successful wage loss claim against a third Party for an injury for which the employee received or would receive L.T.D. benefits, the Employer will be entitled to recover or decrease Plan benefits by an amount equal to the amount that the Plan benefits in combination with the wage loss claim paid exceed one hundred percent (100%) of pay.

This section does not apply to a war disability pension paid under an Act of the Governments of Canada or other Commonwealth countries.

2.7 Successive Disabilities

If, following a period of total disability with respect to which benefits are paid from this Plan, an employee returns to work on a full-time basis for a continuous period of six (6) months or more, any subsequent total disability suffered by that employee, whether related to the preceding disability or not, shall be considered a new disability and the disabled employee shall be entitled to benefit payments in accordance with the provisions of this Plan.

In the event the period during which such an employee has returned to work is less than six (6) months and the employee again suffers a total disability and that is related to the preceding disability, the subsequent disability shall be deemed a continuation of the preceding disability, and the disabled employee shall be entitled to benefit payments in accordance with the provisions of this Plan as though he/she had not returned to work.

Should such an employee suffer a subsequent disability that is unrelated to the previous disability and, provided the period during which the employee returned to work is longer than one (1) month, the subsequent disability shall be considered a new disability and the employee shall be entitled to benefit payments in accordance with the provisions of this Plan. If the period during which the employee returned to work is one (1) month or less, the subsequent disability shall be deemed a continuation of the preceding disability and the disabled employee shall be entitled to benefit payments in accordance with the provisions of this Plan.

2.8 Cessation of Benefits

An employee shall cease to be eligible for benefits of this Plan at the earliest of the following dates:

- (a) At the end of the month in which the employee reaches his/her sixty-fifth (65th) birthday;
- (b) on the date of commencement of paid absence prior to retirement;
- (c) on the date of termination of employment with the Employer,

Benefits will not be paid when an employee is serving a prison sentence.

Cessation of active employment as a regular employee shall be considered termination of employment except when an employee is on authorized leave of absence with or without pay.

2.9 Leave of Absence

Employees on leave of absence without pay may opt to retain coverage under the plan and shall pay the full premium, except when on approved Maternity Leave. Coverage will be permitted for a period of eighteen (18, months of absence without pay except that if the leave is for educational purposes the maximum period will be extended to two (2) years. If an employee on leave of absence without pay or with partial pay, who has elected coverage under this Plan, becomes disabled, benefits under this Plan will be based upon monthly earnings immediately prior to the current leave of absence.

2.10 Benefits Upon Plan Termination

In the event this Long Term Disability Plan is terminated, the benefit payments shall continue to be paid in accordance with the provisions of this Plan to disabled employees who become disabled while covered by this Plan prior to its termination.

2.11 Contributions

The cost of this Plan will be borne by the Employer.

2.12 Waiver of Contributions

Employee contributions to this Plan shall be waived with respect to disabled employees during the time such an employee is in receipt of disability benefit payments from this Plan.

2.13 Claims

Long Term Disability claims will be adjudicated and paid by a claims-paying agent to be appointed by the Employer. In the event a covered employee disputes the decision of the claims-paying agent regarding a claim for benefits under this Plan, the employee may arrange to have his/her claim reviewed by a Claims Review Committee composed of three (3) medical doctors; one (1) designated by the claimant, one (1) by the Employer, and a third agreed to by the first two. Written notice of a disputed claim or an appeal under this Plan shall be sent to the Plan Administrator.

Written notice of an appeal must be submitted within six (6) months from the date the claims-paying agent rejected the claim. The expenses incurred by a Claims Review Committee will be paid by the Plan or the Employer.

Where an employee has disputed the decision of the claims-paying agent and is awaiting the outcome of a review or an appeal, the employee will be considered to be on leave of absence without pay during the portion of the waiting period when he/she is not receiving pay or benefit allowance. During the waiting period an employee will continue to be covered by group life, extended health, dental and medical plans.

2.14 Physical Examination

The Employer, at its own expense, shall have the right and be given the opportunity to have a medical doctor appointed by the Employer examine, as often as it may reasonably require, any employee whose injury, sickness, mental or nervous disorder is the basis of claim upon this Plan.

2.15 Canadian Currency

All monies payable to or from this plan shall be payable in Canada in Canadian currency.

2.16 Administration

The Employer will be the administrator of the Plan. All questions arising as to the interpretation of this Plan shall be subject to the grievance and arbitration procedures in Articles 8 and 9 of the Collective Agreement.

2.17 Implementation by Regulation

The provisions of this Plan shall become part of a Memorandum of Agreement between the Parties and will be implemented by regulation.

2.18 Benefit Level

Persons receiving benefits shall receive the same increases to their benefit level as do the employees covered by the terms and conditions of this Collective Agreement receive in wage increases.

MEMORANDUM OF UNDERSTANDING #1

SUSPENSION OF DRIVER'S LICENSE

This letter represents an understanding by the above Parties that the Employer shall review occurrences of suspension of a driver's license for a regular employee who is required to hold a valid driver's license as a condition of employment. Such review will be conducted by the Employer to determine if the employment of the employee will be maintained. Factors that the Employer may consider will include the type of work the employee normally does with a driver's license; the type of work the employee is qualified to do without a driver's license; work that may be available for the employee at his assembly point that can be done without a driver's license; the cost impact to the Employer of continued work for the employee during the suspension period; the seniority of the employee; the nature of the suspension; and other factors deemed relevant by the Employer.

MEMORANDUM OF UNDERSTANDING #2

HOURS OF WORK

1.1 Annual Hours of Work

The annual hours of work exclusive of meal periods but including holidays will be two thousand and eighty (2,080) annual hours, which is equivalent to an average of forty (40) hours per week. The two thousand and eighty (2,080) annual hours means that all work schedules will be based on that figure. Due to varying lengths of the calendar year and work year and the varying times that employees may begin and end their work schedules, an employee will be required to work an average of two thousand and eighty (2,080) hours.

1.2 Table of Recognized Workday

Length Scheduled Work Day	Shift Pattern	Work Days Scheduled	Work Day Requirements	Surplus or Shortage	# Days of Rest	Stat Holiday Provisions	# Stat Holidays Shut down	Stat Holiday Lieu Days
10 hrs	4:3	198	175	23	156	Shut Down	11	--
10 hrs	1:1	182.5	175	0	182.5	Work	--	7.5
10 hrs	1:1	171.5	175	-3.5*	182.5	Shut Down	11	--
9 hrs	5:2	261	194	58	104	Work	--	9
9 hrs	5:2	261	194	56	104	Shut Down	11	--
9 hrs	2:1	243	194	40	122	Work	--	9
8 hrs 50 min	4:3	198	198	0	156	Shut Down	11	--
8 hrs 30 min	2:1							
8 hrs	5:2	250	219	31	104	Shut Down	11	--
8 hrs	2:1	243	218	15	122	Work	--	9
8 hrs	5:2, 4:3	224	219	5	130	Shut Down	11	--
7 hrs 49 min	5:2, 4:3	224	224	0	130	Shut Down	11	--
7 hrs 30 min	5:2	261	233	18	104	Work	--	10
7 hrs 30 min	5:2	250	233	17	104	Shut Down	11	
7 hrs 30 min	2:1	261	233	0?	104	Shut down	11	
7 hrs 30 min	2:1	243	233	0	122	Work	--	10
7 hrs 30 min	5:2, 5:2, 4:3	234	233	1	121	Work	--	10
7 hrs 30 min	5:2, 5:2, 4:3	233	233	0	121	Shut Down	11	--

*The -3.5 day shortage or prorated portion thereof must be included in the negotiated schedule. The scheduling of such time to be by mutual advance agreement.

?Surplus and shortages to be reviewed to comply with annual hours of work (two thousand and eighty (2,080) hours) and to be finalized before printing of contract.

MEMORANDUM OF UNDERSTANDING #3

EMPLOYEE EQUIPMENT AND CLOTHING

1.1 Protective Clothing

(a) Protective clothing is understood to mean wearing apparel which protects the employee's clothing from excessive dirt, grease, sparks or chemicals.

(b) The Employer agrees to supply the following protective apparel:

(1) Individual Issue

(i) Individual issue coveralls for:

Mechanic - maximum six (6) pair every two (2) weeks;

(ii) Individual issue laboratory coats or counter coats for:

Equipment Foreman/Warehouse Person - maximum five (5) pair every two (2) weeks;

(iii) Welder's leather jacket and apron where appropriate;

(iv) Any individual issue items described above must be worn by the employee on a regular basis or the Employer reserves the right to cancel this issue;

(v) Where the Employer supplies items listed above, the Employer agrees to bear the cost of approved laundering and repair to a maximum of six (6) pairs every two (2) weeks. It may be necessary in some locations for the Employer to provided the apparel and an allowance in lieu of laundry and repair. In such cases, an allowance of eighteen dollars (\$18) per month will be provided.

(2) Plant Issue

(i) Plant issue rubber boots, aprons, gloves and goggles where appropriate when employees are cleaning or washing machinery or equipment;

(ii) Plant issue coveralls to operators when they are required to service equipment;

(iii) Plant issue coveralls to Yardmen when required;

(iv) Plant issue coveralls to those employees engaged in the operation of Distributor Trucks, engaged in the operation of Open Highways Sweepers and those engaged in sign maintenance, asphalt pitching and crack sealing.

(v) Where the Employer supplies items listed above, the Employer agrees to bear the cost of approved laundering and repair. It may be necessary in some locations for the Employer to provided the apparel and an allowance in lieu of laundry and repair. In such cases, an allowance of eighteen dollars (\$18) per month will be provided.

1.2 Coverall Issue

The Employer agrees to supply five (5) pair of coveralls every two (2) weeks to Bridgeworkers. It shall be the responsibility of the Employer to maintain, clean and repair such coveralls to a maximum of five (5) pair every two (2) weeks.

1.3 Review of Work Clothing Cost to Employer

It is agreed by the Parties that, within the six (6) month period of implementation of this Agreement, the

Labour/Management committee will meet to review the matter of protective clothing in an effort to reduce the cost of providing and administering such benefits to employees.

1.4 Safety Equipment

With the exception of boots and prescription glasses, the Employer will supply all safety equipment required for the job under the Workers' Compensation Board regulations. Where the following safety equipment is required by the Workers' Compensation Board it will be issued on an individual basis:

- (a) hard hats and liners where required;
- (b) safety gloves;
- (c) safety or welding goggles and helmets
- (d) respirators;
- (e) protective hearing devices.

1.5 Replacement Provisions

Replacement of unserviceable items will be made upon surrender of the items to be replaced, together with proof that replacement is not a result of negligence by the employee.

1.6 Safety Boots

Regular employees assigned to the Asphalt crew and who have at least one year of service will be entitled on their anniversary date to a payment of up to eighty dollars (\$80) for the purchase of approved safety boots. The employee will need to provide a receipt to substantiate the purchase of such boots.

MEMORANDUM OF UNDERSTANDING #4

SENIORITY BLOCKS

Each employee will be assigned a seniority block. Each of the following locations will be considered a separate seniority block:

Pouce Coupe/Oakford/Tupper
Mile 22
Chetwynd
Rolla
Tumbler Ridge
Mount Lemoray/Honeymoon Creek
Progress

Notwithstanding the above, the Union and the Employer recognize that there will be situations where road conditions and/or patrols will require machine operator series employees to cross into adjoining seniority blocks. In doing so, no violation of block seniority shall be deemed to have occurred.

MEMORANDUM OF UNDERSTANDING #5

PRE-LAYOFF CANVAS

The following procedure will be in effect for the term of the current Collective Agreement.

(1) Prior to the layoff of regular employee(s) under Article 13 of this Agreement, the Employer may, within a seniority block as defined in MOU #4 , canvass any employee or group of employees to invite:

(a) placement into a vacant regular position within the affected seniority block or at another seniority block subject to the conditions of Article 13.2 (e);

(b) resignation with severance as provided for in Article 13.2(c)(1), (2) and (3)

The Employer will advise employees of the number of individuals likely to be affected by a prospective layoff.

(2) Where an employee selects an option or accepts an offer of placement, once confirmed in writing, such acceptance is final and binding upon the employee, subject to the agreement of the Employer.

(3) The Employer may establish reasonable time periods in which responses will be received for consideration.

MEMORANDUM OF UNDERSTANDING #6

JOINT HEALTH AND WELFARE BENEFITS PLAN

The Employer agrees to review, with the Union, within three (3) months of the date of ratification of this Agreement, the advantages and disadvantages of establishing a joint Union/Employer health and welfare plan. The Employer's participation in this process is without any obligation to become a member of such a joint plan if it is formed.

The purpose of the review will be to establish benefits at least equal to those within this Agreement at equal or reduced initial and ongoing annual costs. The Parties will also identify methods of improving the cost efficiency of the current benefit plans.

MEMORANDUM OF UNDERSTANDING #7

NATIONAL SAFETY CODE

Employees, upon request, will provide the Employer with the necessary approval to **obtain** a driver's record abstract from the appropriate authority. Where necessary, a driver's record may be used by the Employer to establish a corrective driving program which may include hazard avoidance, defensive driving or other similar training for an employee who has a poor driving record. Proposed corrective driving programs shall be reviewed by the joint Labour/Management committee and the employee will be required to complete the program.

MEMORANDUM OF UNDERSTANDING #8

WORK EXPERIENCE CANDIDATES

It will not be a violation of this Collective Agreement, provided that the joint Labour/Management committee has agreed, for a work experience candidate to perform bargaining unit work, provided that the agreement is in writing as to the name of the employee, the nature, terms and conditions including the duration of employment and the seniority block where the individual will work.

MEMORANDUM OF UNDERSTANDING #9**ARTICLE 9.6 — EXPEDITED ARBITRATION**

The Parties agree that the following procedure will be observed for the application of Article 9.6:

1. Framework for Local mediation/arbitration Process

- (a) The outcome will be binding on the Parties.
- (b) The cost will be borne in accordance with the following:
Employer: one third (?); Union: one third (?); Minister of Labour: one third (?).
- (c) Legal counsel for either Party may be present at any hearing. The Union will use local elected officers and/or a Staff Representative. The Employer will use management and staff and/or a labour consultant. If either Party decides to use legal counsel it shall inform the other in advance of the hearing.
- (d) The number of cases to be heard at any given time shall be mutually agreed to.
- (e) The Parties will attempt to provide documents, witness lists and any other information they intend to present at the hearing at least two (2) weeks in advance of a hearing date and, in any case, no later than three (3) days' before the hearing.
- (f) The Parties or their representatives will prepare an agreed statement of facts for presentation to the arbitrator.
- (g) The arbitrator will first attempt to mediate a settlement between the Parties and, failing this, then proceed with arbitration.
- (h) In a case where the arbitrator must write a decision, such decision shall be brief and to the point.
- (i) An agreed schedule for hearing dates will be arranged in advance.
- (j) General rules of evidence will be waived except for the rule of "onus".
- (k) The offices of the Employer and of the B.C. Government and Services Employees' Union will be used on an alternating basis starting with the B.C. Government Services Employees' Union offices.
- (l) All mediated and/or arbitrated decisions shall be **"without prejudice"**. Awards shall be of no precedential value and shall not thereafter be referred to by the Parties in respect of any other matter.

2. Hearing Procedure Guidelines

- (a) The Opening Statement: This should basically set out the case from each Party's perspective. After the presentation of an opening statement from each Party, the arbitrator will define the issue and determine what evidence is agreed to and what is not.
- (b) Witnesses: Sufficient witnesses should be called to ensure that the facts are properly represented. Where there is an issue of credibility or conflicting evidence, the key individuals must testify.
- (c) The Argument: The Parties will not cite legal precedents but may refer to Brown and Beatty, Palmer, etc. However, it is imperative that all relevant Articles of the Collective Agreement are put before the arbitrator.
- (d) Mediation: Both Parties must, at this stage, assist the arbitrator in assessing the evidence before him/her. Specifically, if either Party can assist in assessing credibility and/or contradictory evidence, **they** should do so.
- (e) The Decision: If mediation fails and if an arbitrated decision can be rendered after a short deliberation, the arbitrator will do so. The arbitrator will explain the framework of his/her decision to the Parties and, when doing so, the Parties will be provided with an opportunity to influence the exact terms of resolution. Within the framework of settlement as outlined by the arbitrator, the Parties can work out exact terms which best suit the specifics of the case.

MEMORANDUM OF UNDERSTANDING #10

INCARCERATION OF AN EMPLOYEE

In the event an employee is incarcerated, the Labour/Management committee shall meet and review the employee's personnel file, length of the sentence, etc. prior to the Employer making any decision regarding the employment of the individual(s).

MEMORANDUM OF UNDERSTANDING #11

SPECIAL PROJECTS

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

Modifications to this Agreement may be agreed to at an expedited pre-bid meeting attended by the Staff Representative for the Union, a Union member of the Labour Management Committee, a member of the affected work group and an Employer's representative.

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

MEMORANDUM OF UNDERSTANDING #12

UNION STEWARDS

The Union will be permitted to have stewards in the following locations:

Pouce Coupe Clerical
Pouce Coupe Mechanical
Pouce Coupe Bridge Crew
Pouce Coupe Road Crew
Pouce Coupe Warehouse
Rolla
Mile 22
Progress
Tumbler Ridge
Chetwynd
Mt. Lemoray/Honeymoon Creek

MEMORANDUM OF UNDERSTANDING #13

CONTRACTING OUT - ARTICLE 24.1

The Employer agrees that road maintenance equipment owned or leased to Peace Country Maintenance Limited and utilized in Contract Area 21, with the exception of the Crusher Complete, Cat 980 Loader, D8H Dozer, Aggregate Screening Plant and the Sand/Salt Mixing Plant, shall be operated by bargaining unit employees.

In the event of a emergency the provisions of Article 6.2 shall apply.

Any problems arising out of this Memorandum shall initially **be** discussed at the Labour/Management committee level prior to any grievance being filed.

MEMORANDUM OF UNDERSTANDING #14

TRAVEL ALLOWANCE

The Employer, in keeping with the relevant legislation, shall pay their employees in a manner which provides a travel allowance and does not increase their taxable income.

The Employer shall insert in **Box 32** of each employee's T-4 slip, ten percent (10%) of their basic pay. This amount is not in addition to the regular wages and only shows the breakdown on the annual earnings.

LETTER OF UNDERSTANDING #1

ARTICLE 10.2 — RIGHTS OF A STEWARD

As discussed during negotiations of the current Collective Agreement it is the Union's understanding that the Parties have agreed on the interpretation of Article 10.2 on the question of the Employer's Rights and Obligations,

It is the Parties understanding that when the Employer is discussing an issue with an employee, it may only be for investigative purposes. During such a meeting, if it **is** only the Employer's intent to talk to the employee and the Employer is unaware of any facts that may lead to the meeting resulting in some form of discipline to the employee and the Employer may have no intent of the meeting being disciplinary in nature, the Employer would not be obligated to advise the employee in advance of the meeting for the purpose of the employee requesting a shop steward.

During the course of the meeting, or at any time that the Employer becomes aware of information that may lead to disciplinary action, the Employer is obligated under Article 10.2 to inform the employee of their rights to access Article 10.2 and their rights of representation **by** a shop steward.

It is also understood that the above does not limit the employee with regard to requesting and having representation by a shop steward if the employee believes such a meeting may be disciplinary in nature.