

Collective Agreement

between

Whiteline Road Maintenance Ltd.
Contract area 15

and

B.C. Government and Service
Employees' Union (BCGEU)

Begins:
03/01/1995

Terminates:
11/30/1996

11559 (01)

TABLE OF CONTENTS

DEFINITIONS	1
ARTICLE 1 - PREAMBLE	3
1.1 <i>Purpose of Agreement</i>	3
1.2 Future Legislation	3
1.3 Conflict With Policy	3
1.4 Singular and Plural/Gender	3
1.5 Harassment	3
1.6 Human Rights and Employment Standards Act	3
ARTICLE 2 - UNION RECOGNITION AND RIGHTS	3
2.1 Bargaining unit Defined	3
2.2 Bargaining Agent Recognition	4
2.3 Correspondence	4
2.4 No Other Agreement	4
2.5 No Discrimination for Union Activity	4
2.6 Recognition of Stewards	4
2.7 Union Bulletin Boards	5
2.8 Union Insignia	5
2.9 fight to Refuse to Cross Picket Lines	5
2.10 Time Off for Union Business	5
2.11 Union Bargaining Committee	6
2.12 Office Use/Union Representatives	6
2.13 Emergency Services	6
2.14 No Interruption of Work	6
ARTICLE:3 - UNION SECURITY	6
ARTICLE 4 - CHECK-OFF OF UNION DUES	7
4.1 Union Dues and Assessments	7
ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES	7
ARTICLE 6 - EMPLOYER RIGHTS	8
6.1 Employer Recognition	8
6.2 Management Performing Bargaining Unit Work	8
ARTICLE7 - EMPLOYER/UNION RELATIONS	8
7.1 Union and Employer Representation	8
7.2 Technical Information	8
7.3 Labour/Management Committee	8
ARTICLE 8 - GRIEVANCE PROCEDURE	8
8.1 Grievances	8
8.2 Step 1	9
8.3 step 2	9
8.4 Time Limit to Submit to Arbitration	9
8.5 Policy Grievance	9
8.6 Time Limits	9
8.7 Administrative Provisions	9
8.8 Technical Objections	9
8.9 Deviation from Grievance Procedure	10

ARTICLE 9 - ARBITRATION	10
9.1 Notification	10
9.2 Pre-Arbitration Meeting	10
9.3 Decision of the Arbitrator	10
9.4 Time Limit for Decision	10
9.5 costs	10
9.6 Expedited Arbitration	10
9.7 Amending Time Limits	11
ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE	11
10.1 Burden of Proof	11
10.2 Right to Steward	11
10.3 Right to Grieve Other Disciplinary Action	11
10.4 Suspension or Discharge	12
10.5 Probationary Period	12
10.6 Personnel File	12
10.7 Abandonment of Position	12
ARTICLE 11 - SENIORITY	12
11.1 Service Seniority Defined	12
11.2 seniority Lists	13
11.3 Loss of Seniority for a Regular Employee	13
11.4 Loss of Seniority for an Auxiliary Employee	13
11.5 Re-employment	13
ARTICLE 12 - PROMOTIONS, VACANCIES AND JOB POSTINGS	14
12.1 Filling Vacancies Without Posting	14
12.2 Filling Vacancies Through Posting	14
12.3 Job Posting Information	14
12.4 Posting Awards	14
12.5 Temporary Foreman Posting	14
12.6 Interview Expenses	15
12.7 Trial Period	15
12.8 Filling of Regular Vacancies	15
12.9 Union Observer	15
ARTICLE 13 - LAYOFF AND RECALL	15
13.1 Role of Seniority in Layoff	15
13.2 Options Upon Layoff	15
13.3 No Layoff of Senior Regular Employees	16
13.4 Relocation	17
13.5 Temporary Assignment Within Seniority Blocks	17
13.6 Yard Closure	17
ARTICLE 14 - HOURS OF WORK	17
14.1 Hours of Work	17
14.2 Work Schedules	17
14.3 Conversion of Hours	18
14.4 Rest Periods	18
14.5 Standby Provisions	18
14.6 Meal Periods	18
14.7 Table of Recognized Work Day Lengths and Shift Patterns	18
14.8 Days of Rest	18
14.9 Split Shifts	18
14.10 Earned Time Off	19

14.11	Clean-up Time	19
ARTICLE 15 - SHIFT WORK		19
15.1	Definition of Shifts and Shift Premium Entitlements.....	19
15.2	Shift Premiums	19
15.3	Work Schedule Premiums	19
15.4	Exchange of Shifts	20
15.5	Shortfall of Annual Working Hours.....	20
15.6	Rotation of Shifts.....	20
15.7	Short Changeover Premium	20
15.8	Employees Working Away from Their Point of Assembly.....	20
15.9	Winter Weekend Shifts- Mechanics and Apprentices.....	20
15.10	Winter Shift for Highways Maintenance Crews.....	21
15.11	Reporting Pay.....	21
15.12	Copies of Shift Schedules to the Union	21
ARTICLE 16 - OVERTIME		21
16.1	Definitions	21
16.2	Overtime Entitlement	21
16.3	Sharing of Overtime	22
16.4	Overtime Compensation.....	22
16.5	Overtime Meal Allowance	22
16.6	No Layoff to Compensate for Overtime.....	23
16.7	Right to Refuse Overtime.....	23
16.8	Callout Provisions.....	23
16.9	Rest Interval After Overtime	23
16.10	Method of Compensation.....	23
ARTICLE 17 - PAID HOLIDAYS		24
17.1	Paid Holidays	24
17.2	Holiday Falling on a Non-Scheduled Workday.....	24
17.3	Holiday Falling on a Scheduled Workday	24
17.4	Holiday Coinciding with a Day of Vacation	25
17.5	Christmas or New Year's Day Off.....	25
17.6	Paid Holiday Pay	25
17.7	Workday Scheduled on a Paid Holiday	25
17.8	Paid Holidays for Auxiliary Employees	25
ARTICLE 18 - ANNUAL VACATIONS		25
18.1	Annual Vacation Entitlement	25
18.2	Vacation Earnings for Partial Years.....	26
18.3	Vacation Scheduling	26
18.4	Vacation Pay	27
18.5	Approved Leave of Absence During Vacation	27
18.6	Vacation Carryover	27
18.7	Call Back from Vacation.....	28
18.8	Vacation Leave on Retirement	28
18.9	Vacation Credits Upon Death	28
ARTICLE 19 - SHORT-TERM ILLNESS AND INJURY AND LONG-TERM DISABILITY		28
ARTICLE 20 - SPECIAL AND OTHER LEAVE		28
20.1	Bereavement Leave	28
20.2	Special Leave	28
20.3	Family Illness	29

20.4	Full-time Union or Public Duties	29
20.5	Leave for Court Appearances	29
20.6	Leave for Writing Examinations	30
20.7	Leave for Taking Courses.....	30
20.8	Educational Leave	30
20.9	Elections	30
20.10	General Leave.....	30
20.11	Leave for Medical and Dental Care	30
20.12	Maximum Leave Entitlement.....	31
20.13	Emergency Service Leave	31
20.14	Canadian Armed Forces.....	31
20.15	Donor Leave	31
20.16	Other Religious Observances.....	31
ARTICLE 21 - MATERNITY, PARENTAL AND ADOPTION LEAVE AND ENTITLEMENTS		31
21.1	Maternity Leave	31
21.2	Adoption Leave.....	32
21.3	Parental Leave	32
21.4	Benefits.....	32
21.5	Rights on Return to Work.....	33
21.6	Extension of Maternity or Adoption Leave	33
ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY.....		33
22.1	Statutory Compliance	33
22.2	Safety Program	33
22.3	Local Occupational Health and Safety Committee.....	33
22.4	Unsafe Work Conditions	34
22.5	Injury Pay Provision.....	34
22.6	Transportation of Accident Victims	34
22.7	Investigation of Accidents.....	34
22.8	Occupational First Aid Requirements and Courses.....	34
22.9	Unresolved Safety Issues	35
22.10	Dangerous Goods, Special Wastes, Pesticides and Harmful Substances.....	36
22.11	Radio Contact or Employee Check.....	36
22.12	Working Alone.....	36
22.13	Survival First Aid Course.....	36
22.14	Hearing Examinations	36
22.15	Training Programs for Occupational Health and Safety Committee Members.....	36
22.16	Skin Protection From Ultra Violet Radiation.....	36
ARTICLE 23 - TECHNOLOGICAL CHANGE.....		37
23.1	Recognition of Technological Change.....	37
23.2	Notice of Technological Change.....	37
23.3	Waiving of Notice.....	37
23.4	Disputes Resolved	37
ARTICLE 24 - CONTRACTING.....		38
24.1	No Contracting Out	38
24.2	No Contracting Out Which Results in Layoff.....	38
24.3	Contracting In.....	38
24.4	Warranty and Repair Work.....	38
ARTICLE 25 - HEALTH AND WELFARE BENEFITS		38
25.1	Eligibility	38

25.2	Short Term Illness and Injury Plan	39
25.3	Basic Medical Insurance.....	39
25.4	Extended Health Care Plan	39
25.5	Dental Plan	39
25.6	Group Life and Accidental Death and Dismemberment	39
25.7	Doctor's Certificate of Inability to Work.....	39
25.8	Long Term Disability	39
25.9	Benefit Coverage While on STIP/LTD	39
25.10	Employer to Provide Coverage	39
25.11	Workers' Compensation Benefits.....	40
25.12	Employee Assistance Program.....	40
25.13	Continuation of Benefits.....	40
25.14	Copies of the Benefit Plan	40
ARTICLE 26 - EMPLOYEE EQUIPMENT AND CLOTHING.....		40
26.1	Protective Clothing.....	40
26.2	Safety Equipment.....	40
26.3	Lockers.....	40
26.4	Replacement Provisions	41
26.5	Tools.....	41
26.6	Comprehensive Insurance.....	41
ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES.....		41
27.1	Paydays	41
27.2	Rates of Pay.....	42
27.3	Substitution Pay.....	42
27.4	Rate of Pay on Reclassification or Promotion.....	42
27.5	Pay on Temporary Assignment	42
27.6	Wage Protection and Downward Reclassification of Position.....	42
27.7	Vehicle Allowance	42
27.8	Meal Allowances	42
27.9	Cash Policy	43
27.10	Abnormal Working Conditions.....	43
27.11	Upgrading Qualifications.....	43
27.12	Accommodation, Board and Lodging	43
27.13	Relocation Expenses	43
27.14	Retirement Allowance	43
27.15	Telephone Allowance.....	43
27.16	Training Allowance.....	43
27.17	Salary Rate Upon Employment	43
27.18	Salary Rate on Demotion.....	44
ARTICLE 28 - CLASSIFICATION SPECIFICATIONS.....		44
28.1	Classification Specifications.....	44
28.2	Classification and Salary Adjustments.....	44
ARTICLE 29 - APPRENTICESHIP PROGRAM.....		44
29.1	Administration and Implementation of Apprenticeship Programs	44
29.2	Apprentices Attending School as Required by the Ministry of Labour, Skills and Development	44
29.3	Apprentices Attending Special Training as Required by Employer	44
29.4	Apprentice Moving Expenses.....	45
29.5	Employment.....	45
29.6	Apprenticeship Ratio.....	45

ARTICLE 30 - TRAINING AND SERVICE CAREERPOLICY	45
30.1 Employee Training.....	45
30.2 Selection for Training.....	45
30.3 On-the-Job Operator Training	46
30.4 Completion of Courses on Company Time.....	46
30.5 Reimbursement for Approved Courses	46
30.6 Training Away from Regular Seniority Block.....	46
ARTICLE 31 - AUXILIARIES	46
31.1 Appointment and Conversion to Regular	46
31.2 Layoff and Recall.....	47
31.3 Auxiliary Displacement.....	48
31.4 Health and Welfare.....	48
31.5 Recall of Auxiliary Employees	48
31.6 Vacation Entitlement for Auxiliary Employees.....	48
31.7 Application of Agreement	48
ARTICLE 32 - PENSION PLAN	49
ARTICLE 33 - GENERAL CONDITIONS	49
33.1 Point of Assembly.....	49
33.2 Return to Regular Point of Assembly	49
33.3 Employer Vehicle Use.....	50
33.4 Indemnity	50
33.5 Payroll Deductions.....	50
33.6 Copies of Agreement	50
33.7 Travel Advance.....	51
33.8 Political Activity	51
ARTICLE 34 - TERM OF AGREEMENT	51
34.1 Duration.....	51
34.2 Notice to Bargain.....	51
34.3 Changes in Agreement.....	52
34.4 Limitations.....	52
34.5 Joint Orientation.....	52
APPENDIX 1 SHORT AND LONG TERM DISABILITY	54
APPENDIX 2 HOURLY WAGE RATES	63
APPENDIX 3 RATES OF PAY FOR APPRENTICES	65
APPENDIX 4 CHECKLIST ON CONTRACTING IN	66
APPENDIX 5 BOARD, LODGING, AND RELOCATION EXPENSES	67
APPENDIX 6 SICK BANK FROM GOVERNMENT SERVICE	71
APPENDIX 7 EXCLUDED PERSONNEL	72
APPENDIX 8 ARBITRATOR'S AGREEMENT	73
LETTER OF INTENT 1 SUSPENSION OF DRIVER'S LICENSE	74
MEMORANDUM OF UNDERSTANDING #1 HOURS OF WORK	75

MEMORANDUM OF UNDERSTANDING #2 COOPERATIVE EDUCATION (APPRENTICESHIP)	77
MEMORANDUM OF UNDERSTANDING #3 CLOTHING AND EQUIPMENT	78
MEMORANDUM OF UNDERSTANDING #4 OTHER PREMIUMS AND ALLOWANCES	79
MEMORANDUM OF UNDERSTANDING #5 SENIORITY BLOCKS	80
MEMORANDUM OF AGREEMENT NO. 1 PRE-LAYOFF CANVASS	81
MEMORANDUM OF AGREEMENT NO. 2 SUMMER WEEKEND WORK	82
MEMORANDUM OF AGREEMENT NO. 3 JOINT HEALTH AND WELFARE BENEFITS PLAN	84
MEMORANDUM OF AGREEMENT NO. 4 BARRIERE FOREMAN VEHICLE USE	85
MEMORANDUM OF AGREEMENT NO. 5 MECHANICAL LEADHAND - SATELLITE SHOP (BIRCH ISLAND/BARRIERE)	86

DEFINITIONS

For the purpose of this Agreement:

- (1) "**Bargaining unit**" means all employees of the maintenance contractor, in Contract Area 15, except those excluded by the Act **and** those mutually agreed to **between** the parties to **this** Agreement.
- (2) "**Bargaining Unit Work**" means all work including contracting work **performed** by the Employer **and** all road and bridge maintenance work required **by** the Province of B.C. in Contract Area 15.
- (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) "**Contract Area**" means **the** geographic maintenance area **as** negotiated between the Employer **and** the Province of B.C.
- (6) "**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** position.
- (7) "**Demotion**" means a change from **an** employee's position to one with a lower **salary**.
- (8) "**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.
- (9) "**Employer**" means Whiteline Road Maintenance Ltd. or **the** incumbent maintenance contractor for Contract Area 15.
- (10) "Holiday" means **the** twenty-four (24) hour period commencing at 0001 hours of a day designated as a paid holiday **in** this Agreement.
- (11) "**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.
- (12) "**Lateral Transfer**" or "**transfer**"- means the movement of **an** employee **from** one position **to** another pursuant to Article 13.7.
- (13) "**Layoff**" includes a cessation of employment or elimination of a job resulting **from** a reduction of the amount or work required to **be** done by **the** Employer, a reorganization, program termination, closure or other material change in organization and where **should** work become available, employees will **be** recalled in accordance **with** Article 13 or 31.
- (14) "**Leave of absence with pay**" means to be absent **from** duty with permission **and** with current pay.
- (15) "**Leave of absence without pay**" means to be absent from duty with **permission** **but** without pay.
- (16) "**Point of Assembly**" means **that** location where **an** employee regularly reports for **work** assignments within his seniority block.

- (17) **"Probation"** means the first forty-five (45) working days of employment.
- (18) **"Promotion"** means a change from an employee's **position** to one with a higher salary level.
- (19) **"Qualified"** means **that** the employee **meets** the **minimum** requirements of the classification.
- (20) **"Relocation"** means the movement of an employee from one **seniority** block **or** their regular point of assembly to another.
- (21) **"Resignation"** means a voluntary notice by the employee, in **writing**, **that** he is **terminating his service** on the date **specified**.
- (22) **"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.
- (23) **"Seniority block"** means that geographic area in which an employee earns and maintains seniority as per Memorandum of Understanding No. 5.
- (24) **"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**.
- (25) **"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**.
- (26) **"Spouse"** includes **husband**, wife **and** common-law-spouse.
- (27) **"Termination"** is the separation of **an** employee for just cause.
- (28) **"Travel status"** with respect to **an** employee means absence of the **employee** from **his** seniority block on **the** Employer's business with the approval of the Employer. The Parties agree that an employee who **starts** and **finishes** his shift **from** his regular point of assembly within the negotiated work schedule will not be **entitled** to travel status.
- (29) **"Union"** means the **B.C.** Government **and** Service Employees' Union.
- (30) **"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**.
- (31) **"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 geographical area. Where **more than one (1)** work **group** works from a **common** point of assembly the work groups will be **named** by the Employer. Each group **will** operate **independently** for work schedule, **substitution**, allocation **of** overtime, **training**, and vacation **purposes**.
- (32) **"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 orderly collective bargaining procedures between the Employer and the Union. The **Parties to this** Agreement share a desire to improve the quality of **road** and bridge maintenance for the travelling public. Accordingly, they are determined to establish, within **the** framework provided by the law, **an** effective working relationship at all levels.

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 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. **Such grounds 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) days of the alleged occurrence. Such Management or **his** designate shall investigate the allegation, take **steps** to resolve the concern **as** appropriate within thirty (30) 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.

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 wherever **this** agreement is silent, the provisions of the Employment **Standards Act** shall apply.

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.1 Bargaining Unit Defined

(a) The bargaining unit shall comprise all employees of Whiteline Road 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) Positions excluded by this agreement shall be as described in Appendix 7 "Excluded Personnel".
- (c) New positions falling within the scope of the Agreement shall be included in the Bargaining Unit.

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 designate.
- (b) The Union agrees that all correspondence between the Union and the Employer related to matters covered by this Agreement shall be sent to the President of the Company or his designate.
- (c) The Parties agree that a copy of any correspondence between one party and any employee in the bargaining unit covered by this Agreement pertaining to the interpretation 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 practised 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 and the Union shall notify the Employer of such appointments, in writing. A steward shall obtain the permission of his supervisor prior to leaving his work area to attend to Union duties relating to the Employer's operations. Leave for this purpose shall be with current pay and permission shall not be unreasonably withheld. On resuming his duties the steward shall notify his supervisor.
- (b) The duties of a steward shall normally include:
 - (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 premises, the Union agrees to provide the Employer with a copy. The Clause does not apply to items posted on the Union's bulletin board nor distributed to employees by stewards outside working hours.

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 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 Picket Lines

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

2.10 Time Off for Union Business

- (a) Leave of absence without pay and without loss of seniority, shall be granted by the Employer for:
- (1) an elected or appointed Union representative to attend conventions of the Union and bodies to which the Union is affiliated;
 - (2) an elected or appointed Union representative to attend to Union business which required him to leave his general work area;
 - (3) for employees who are representatives of the Union on the Bargaining Committee to attend meetings of the Committee;
 - (4) to an employee called by the Union to appear as a witness before an arbitration board.
- (b) Leave of absence without loss of pay or seniority shall be granted to Union appointees who are attending and may require travel time to attend the Labour/Management Committee.
- (c) To facilitate the administration of Union leaves without pay, the leave shall be given at current pay and the Union shall reimburse the Employer for salary and benefit costs.
- (d) The Union shall provide the Employer with fourteen (14) calendar days' notice prior to the commencement of such leave. The Employer will not unreasonably withhold the granting of such leave where less than fourteen (14) calendar days' notice is given.

(e) Chief Stewards - leave of absence with current pay, benefits and without loss of seniority will be granted to one (1) chief steward for up to a combined maximum total of three (3) days per year to deal with Collective Agreement related problems on the work sites within the contract area. Further leaves will be granted as required as per Clause 2.10(a)(2).

2.11 Union Bargaining Committee

The Union's Bargaining Committee shall consist of up to three (3) employees and leave of absence with current pay will be granted to three (3) employees in order for them to be present at negotiation meetings with the Employer. The Union shall have the right to have, at any time, the assistance of members or the staff of the Union when negotiating with the Employer.

2.12 Office Use/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 provided it does not interfere with operational requirements or result in any additional costs to the Employer.

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 - CHECK-OFF OF UNION DUES

4.1 Union Dues and Assessments

- (a) The Employer **shall**, as a condition of employment, deduct **from** the wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular dues payable to the Union by a member of **the** Union.
- (b) The Employer shall deduct from each employee, who is a member of the Union, any assessments levied in accordance with the Union's Constitution and Bylaws and owing by the employee to the Union.
- (c) Deductions **shall be** made for each biweekly payroll **period and membership** dues or payments in lieu thereof shall be considered **owing** in the **period** for which they are **so** deducted.
- (d) All deductions shall be remitted to the President of the **Union** not later than twenty-eight **(28)** days after the date of deduction **and** the Employer shall **also** provide the following information **by** Contract Area, on a computer **disk** in ASCII format:
- ▶ Social Insurance Number
 - ▶ Surname and **First Name, Sex,** Address, Birthdate
 - ▶ Job Classification, Gross Pay, month-to-date dues
- (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 moneys 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 Dues Check-Off**. A new employee shall be advised of the **name** and location of his **steward**. Whenever **the** steward is employed in **the** same work area **as** the new employee, the employee's immediate supervisor will introduce **him/her** to **his** steward, who will provide the employee with a **copy** of the Collective Agreement. The Employer agrees that **a** Union steward will be **given** an opportunity to interview each **new** employee within regular working hours, without loss of pay, for fifteen **(15)** minutes sometime during the first fifteen **(15)** days of employment for **the** purpose of acquainting the new employee with the **benefits** and duties of Union membership and the employee's **responsibilities and** obligations to the Employer **and** the Union.

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 Clause 30.3

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 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 information that is readily available relating to employees in the bargaining unit, 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 Labour/Management Committee comprised of an equal number of Employer and Union representatives. The Committee shall meet at the request of either party, but not more than once per month or less than once every two (2) months, at a place and time to be mutually agreed.
- (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 employees' 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 immediate supervisor to resolve the issue verbally. An employee shall have the right to have his steward present at such a discussion. If unresolved, an employee may, within twenty-one (21) calendar days of first becoming aware of the action or 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. Following such a meeting, the Employer's designate shall respond within ten (10) calendar days, in writing, to the Union's Area Staff Representative.

8.4 Time Limit to Submit to Arbitration

Falling 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 was due. The Union's Area Staff Representative may:

- (a) Submit the grievance to arbitration;
- (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) day requirement to file the grievance at arbitration shall commence from the date of the hearing with the Settlement Officer.

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, at arbitration pursuant to Clause 9.1.

8.6 Time Limits

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. Requests for time limit extensions shall not be unreasonably withheld.

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. Notwithstanding the above, the Parties may agree in writing to extend time limits by mutual agreement.

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

9.1 Notification

Pursuant to Clauses 8.4, 8.5, and 10.4, the Union's Area Staff Representative may submit a grievance to arbitration within twenty-one (21) days of the date of receipt of the Employer's Step 2 response, or within twenty-one (21) days of the date it was due, or within twenty-one (21) days of the alleged violation 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 designate shall meet with the Union's representative within fifteen (15) 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:

- ▶ Judi Korbin
- ▶ Colin Taylor
- ▶ Stephen Kelleher

The arbitrator shall be selected on a rotational basis in the above order, provided he is available to convene a hearing within thirty (30) days. Should none of the arbitrators be available within the thirty (30) 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. Pursuant to this clause, an arbitrator shall agree to the terms and conditions as set out in Appendix 8; Arbitrator's Agreement.

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) All grievances shall be considered suitable for and resolved by expedited arbitration pursuant to Section 105 of the Labour Relations Code, except grievances in the nature of:

- (1) policy grievances;
- (2) grievances requiring substantial interpretation of a provision of ~~the~~ Agreement;
- (3) grievances requiring presentation of extrinsic evidence.

By mutual agreement, a grievance falling ~~into~~ any of these categories may be placed into the expedited arbitration process.

(b) The arbitrator shall be Jim Kelly provided he is available to convene a hearing within thirty (30) days. Where Jim Kelly is unable to schedule a hearing within thirty (30) days, an arbitrator shall be selected on a rotational basis from the list contained in Clause 9.2. Should none of the arbitrators be available within the thirty (30) day period then the parties may by mutual agreement select an alternative arbitrator.

(c) The arbitrator shall hear the grievances and shall render a decision within two (2) working days of such hearings. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.

(d) Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.

(e) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.

(f) A grievance determined by either party to fall within one of the categories listed in (b) above may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to Clause 9.2

(g) The parties shall equally share the cost of the fees and expenses of the arbitrator and hearing rooms. In the event that either party delays cancellation pursuant to (g) above such that a cancellation fee is charged by the arbitrator or by the facility in which the hearing is booked, the party canceling shall be fully responsible for such fee(s).

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 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 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 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. 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 file, he shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his 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 at the time of filing.

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 9.1 within twenty-one (21) days of the suspension or dismissal.

10.5 Probationary Period

- (a) Each new employee shall serve a probationary period of forty-five (45) working 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 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) 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 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.

10.7 Abandonment of Position

Regular employees who are absent from their work assignment, without authorization from the Employer, for a total of five (5) 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 service seniority, as a regular, accrued with the Public Service of B.C. plus all service seniority accrued with previous maintenance contractors. Seniority shall be maintained and accrued except as specified in Clause 11.3 below.
- (b) Service seniority for auxiliary employees shall be defined as the total number of straight time hours worked with Employer plus all accumulated straight time hours accrued with the Public Service of B.C. plus all accumulated straight time hours accrued with previous maintenance contractors,

(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 employee's **service start date** ~~with~~ the Province of B.C. or with a maintenance contractor. Where the **service start dates** are **equal**, their relative seniority **will** be determined by chance **as** mutually agreed to ~~between~~ the employees and the Union.

11.2 Seniority Lists

The Employer will prepare seniority lists quarterly, **January 1; April 1; July 1; and October 1**, 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 day of the month preceding the expiry of the maintenance contract. Seniority lists shall include vacation credits and seniority ranking **for** vacation entitlement.

11.3 Loss of Seniority for a Regular Employee

A regular employee **shall** lose **his** seniority with the Employer in the event that he:

- (a) is discharged for cause;
- (b) resigns his **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 four** (4) consecutive months;
- (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 is qualified for in his seniority block;
- (g) **declines**, while **on** layoff, three (3) written offers of a **temporary** work assignment of **less** than **four** (4) months, provided **such** employee has made a written election to accept auxiliary work during **his** layoff.

11.4 Loss of Seniority for an Auxiliary Employee

A **auxiliary** employee **shall** lose **his** seniority **with** the Employer in the event that he:

- (a) is terminated for **cause**;
- (b) voluntarily terminates or abandons **his** position;
- (c) is **an auxiliary** with less **than** twelve hundred (1,200) hours of **seniority** who is not **recalled** for a work assignment in a **nine** (9) **month** period, or is **an auxiliary** with twelve **hundred** (1,200) or more hours of **seniority** who is not recalled for a work assignment **in** a ten (10) month period.
- (d) is unavailable for, or declines, **three** (3) offers of reemployment pursuant **to** Clause 31.2(c)(3).

11.5 Re-employment

A regular employee who resigns his position and within **sixty (60) days** is reemployed 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 relation to seniority ~~and~~ other fringe benefits.

ARTICLE 12 - PROMOTIONS, VACANCIES AND JOB POSTINGS**12.1 Filling Vacancies Without Posting**

When a vacancy for a regular position occurs ~~and~~ is required to be ~~filled~~ pursuant to Clause 12.8, the Employer shall offer the position to employees within the seniority block in the following sequence:

- (a) senior qualified regular employee in the classification series;
- (b) senior qualified ~~regular~~ employee in another classification series;
- (c) senior qualified auxiliary employee.

The classification of TSS ~~and~~ TPS Mechanic ~~and~~ Foreman **3 and 4** will be ~~posted~~ pursuant to Clause 12.2.

12.2 Filling Vacancies Through Pasting

(a) Where ~~the~~ vacancy ~~cannot be filled within~~ the ~~seniority~~ block, the position shall be ~~posted~~ on designated ~~union~~ bulletin boards throughout the bargaining ~~Unit~~ for ~~fourteen (14)~~ calendar days. Where there is more than one applicant for a position, the position shall be offered to the senior qualified applicant.

(b) The ~~Parties~~ agree that vacancies in the classifications of TSS ~~and~~ TPS Mechanic and Foreman 3 and 4 will be posted in accordance with ~~this~~ Clause ~~and~~ that the selection of the ~~successful~~ applicant will be based on the relative abilities of the applicants. Where two (2) or more applicants are equal in abilities ~~then~~ the senior employee ~~will~~ be the successful candidate.

12.3 Job Posting Information

All job postings 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.

12.4 Posting Awards

The position shall be awarded within ~~thirty (30)~~ calendar days of posting. Except ~~as~~ noted in Clause 12.2(b), 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.

12.5 Temporary Foreman Posting

Appointment of ~~temporary~~ Foreman (Winter ~~Shift~~, Construction, ~~and~~ Maintenance Foreman 1 and 2) ~~shall be ma&~~ in accordance with the following:

- (a) A ~~notice~~ will be ~~posted on~~ all bulletin boards, preferably forty-five (45) days in ~~advance~~, requesting that interested individuals provide written indication of their desire to be considered to the Manager. ~~This~~ notice is not considered a "posting" for the purposes of Clauses 12.1 and 12.2.
- (b) Failure to apply in writing will indicate ~~no~~ interest in the position.

(c) The Manager may or may not hold interviews in making his selection. Each selection will be made on the basis of seniority, subject to the employee meeting the required qualifications as defined in the classification specifications.

(d) The name of the employee selected shall be placed on the bulletin boards.

12.6 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 travelling, accommodation and meal expenses paid.

12.7 Trial Period

Where a bargaining unit employee is promoted, he will be placed on trial for a forty-five (45) 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 will be returned to the former position held. Any other employee(s) transferred or promoted as a result of the original job posting will also be returned to their former status.

12.8 Filling of Regular Vacancies

(a) The Employer shall fill regular vacancies in each seniority block, created as a result of a regular employee's resignation, death, retirement, promotion, transfer, dismissal, regular vacancies created pursuant to (b) below or any vacancies created as a result of an employee using this article. The Employer agrees to fill the vacancies or new positions within thirty (30) calendar days.

(b) 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 this Clause on the date the employee is determined to be permanently disabled from his own occupation,

12.9 Union Observer

The President or his designate may sit as an observer on interviews for positions in the bargaining unit. The observer shall be a disinterested party and shall be at the Union's expense.

ARTICLE 13 - LAYOFF AND RECALL

13.1 Role of Seniority in Layoff

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 the employee twenty (20) working days advance notice in writing.

13.2 Options Upon Layoff

A regular employee affected by a layoff may choose, by indicating to the Employer in writing, 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 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 must bump into an equivalent or lower classification, provided he has the necessary qualifications to perform the job.

The employee who bumps in accordance with (1) and (2) above will not have his 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 position within ~~his~~ seniority block for which the employee is ~~qualified~~ after a period of familiarization. If this option is selected, no severance pay will be paid; OR

(c) Opt for 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*;
for the second year of completed employment, three (3) weeks' current salary;
- (iii) for each completed year thereafter, one-half (1/2) month's 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) week's pay for ~~every~~ year of service or major part thereof.

(3) ~~An~~ employee covered by the provisions contained in subsections (1) and (2) above ~~will~~ not receive an amount greater ~~than six~~ (6) months' current *salary*.

"Service", for the purposes of subsections (1) to (3) above, shall mean ~~any~~ service with the Provincial Government prior to December 1, 1988 plus subsequent ~~continuous~~ service with ~~any~~ and all contractors for road and bridge maintenance services in Contract Area 15, to which ~~this~~ Agreement applies.

(4) ~~In addition to the~~ circumstances by which an employee normally accesses the provisions of Clauses 13.2(c)(1) to (4), such severance pay is payable by ~~Whiteline Road Maintenance Ltd.~~ to employees in Contract ~~Area 15~~ in the event that ~~Whiteline Road Maintenance Ltd.~~ ceases operations of highway and bridge maintenance in Contract Area 15, including the decision of ~~Whiteline Road Maintenance Ltd.~~ or the Government of British Columbia not to renew the contract for highway or bridge maintenance in Contract Area 15 and:

- (i) another contractor assumes operation of highway and bridge maintenance in Contract Area 15 and that contractor is not a successor employer pursuant to relevant legislation and/or this Agreement;

(5) Severance pay is not payable by ~~Whiteline Road Maintenance Ltd.~~ to employees in Contract ~~Area 15~~ in the event that ~~Whiteline Road Maintenance Ltd.~~ ceases operations of highway and bridge maintenance in Contract Area 15, including the decision of ~~Whiteline Road Maintenance Ltd.~~ or the Government of British Columbia not to renew the contract for highway and bridge maintenance in those contract areas and:

- (i) operations of highway and bridge maintenance in Contract Area 15 reverts to the Government of British Columbia; or
- (ii) another contractor assumes the operation of highway and bridge maintenance in Contract Area 15 and ~~that~~ contractor is a successor employer to ~~Whiteline Road Maintenance Ltd.~~ pursuant to relevant legislation and/or this Agreement.

(d) Opt for early retirement.

(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 No Layoff of Senior Regular Employees

The Employer agrees that the sixty-seven (67) most senior regular employees **within** the bargaining unit will not be subject to layoff.

13.4 Relocation

Employees **shall** not be required to relocate to a point of assembly outside their present seniority block, except for work which is of a temporary **nature**, in which **case** all associated expenses and travelling time will be paid by the Employer. Temporary relocations shall not exceed twenty (20) days **in** a calendar **year** unless by **mutual** agreement.

13.5 Temporary Assignment Within Seniority Blocks

Employees shall not be assigned work in another classification series within their seniority **block** unless by mutual agreement **between** the Union and the Employer. The parties **agree** that **the** junior **Maintenance** Bridgeworker **from** the Kamloops Bridge crew may be **assigned Machine** Operator duties within his seniority **block between** November 1 and March 1.

13.6 Yard Closure

During the term of this collective agreement, **there** will not be a closure of any existing yards except by **mutual** agreement between the Employer **and** the **Union**.

13.7 Transfer Without Posting

The Labour/Management Committee may grant a lateral transfer or voluntary demotion for:

- (a) compassionate or medical grounds to employees who have completed their probationary **period**;
- (b) employees who have become incapacitated **by an illness** or industrial injury;

The Committee will place an employee into a vacancy prior to **posting** pursuant to Clauses 12.1 and 12.2.

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 #1. **Annual** hours means **that** all work schedules will be based on that figure in Memorandum of Understanding #1.

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 to** provide the services, **subject to** Clause 14.1 above.
- (b) Work schedules will be established by **mutual** agreement between the parties in **accordance** with **the** tables **contained** in Memorandum of Understanding **No. 1**. The **annual** hours of **work** specified in Memorandum of Understanding **No. 1**, Section 1.1, shall not be changed by such work schedules.

Should the parties fail to agree **on an** appropriate work schedule, the matter **will** be referred to expedited arbitration, pursuant **to Clause** 9.6, for resolution. The Arbitrator, in making **his** determination, shall choose either the Company or the Union-proposed work schedule for implementation. The foregoing will not preclude start-time adjustments subject **to mutual** agreement of **the** parties at the local level. Such adjustment **will not be** considered a **"new"** schedule for this clause.

(c) 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. The new schedules, **once** agreed upon, shall be posted fourteen **(14)** days prior to implementation.

14.3 Conversion of Hours

(a) *Lieu Days*

Where an employee is **granted** a lieu day pursuant to Clause 17.3, the time off **granted** per lieu day will be equivalent to the regularly-scheduled *shift* in effect at **the** time.

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

(c) *Designated Paid Holidays*

Where an employee is granted a designated paid holiday pursuant to Article 17, the time **off** granted per **designated** paid holiday will be equivalent to the regularly-scheduled *shift* in effect at the time.

14.4 Rest Periods

All employees **shall** have two (2) fifteen **(15)** minute rest periods in each **shift** in excess of **six (6) hours**; one **(1)** rest period to be granted before and one (1) after the **meal** period. Rest **periods** shall not **begin until** one (1) hour after commencement of the shift or not later **than one (1) hour** before either the meal period or end of **shift**. Rest periods shall be taken without loss of pay to the employees.

14.5 Standby Provisions

Where regular employees are required to stand by to be called for duty under conditions which restrict their **normal** off-duty activities, they **shall** be **compensated** at straight-time in proportion of **one (1) hours'** 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** clause 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 **stand** by will not be **required to stand** by on two **(2)** consecutive weekends or **on two (2)** consecutive designated **paid** holidays, **except** by mutual agreement. **This** provision will not apply in emergency situations.

14.6 Meal Periods

Recognized meal periods will be within **the** middle **two (2)** hours of the workday or **shift**. **The** normal meal period will be without pay **and** will not be less **than** one-half (1/2) hour **and** not more than one (1) **hour**. **Lengthening** of the scheduled workday will not be achieved by expanding the **normal** meal period except by mutual agreement.

Employees who **are** required to perform their duties during the meal period. shall be paid one **and** one-half (1-1/2) 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 #1.

14.8 Days of Rest

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

14.9 Split Shifts

No employee will be required to work a split shift, **unless** there is mutual agreement between the parties.

14.10 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 May 1 of each year.

(b) **If earned** time off cannot be scheduled by mutual agreement by May 1 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 rate.

14.11 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 which starts between 6:00 a.m. and 1:59 p.m.
 "Afternoon Shift" - All hours worked on any ~~shift~~ which starts between 2:00 p.m. and 9:59 p.m.
 "Night Shift" - all hours worked on any ~~shift~~ which starts between 10:00 p.m. and 5:59 a.m.

(b) **Shift Premiums**

Shift	Day Premium	Night Premium
Afternoon Shift	80 cents	85 cents
Night Shift	95 cents	1.00 dollar

15.2 Shift Premiums

(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 regular scheduled ~~shift~~.

15.3 Work Schedule Premiums

(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 fifty-five (55) cents per hour in addition to his regular pay, for work performed on the first ~~shift~~ to which he changed.

(b) In the event that an employee's work schedule or ~~shift~~ is changed without five (5) 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 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, wherever possible, 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) ~~Shift~~ rotation shall ~~only occur~~ where there is majority agreement among the employees involved within the classification series.

(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 days of rest of the old schedule, then every attempt shall be made to provide a minimum of one (1) rest day ~~shift between shifts~~.

(d) Employees assigned to operate equipment on winter ~~shifts~~ shall sign up in the following order:

(1) by service seniority for all employees classified at the level of the work to be performed, followed by

(2) service 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 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

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 Weekend Shifts - Mechanics and Apprentices

(a) Scheduling of agreed winter weekend ~~shifts~~ for employees currently employed as mechanics and apprentices shall follow the guidelines noted below:

(1) *Large shops (nine (9) or more employees):*

(i) a maximum of two (2) shifts daily on Saturday and Sunday;

- (ii) two (2) employees per shift;
- (iii) no employee to work in excess of one (1) weekend per month.

(2) **Small shops (eight (8) employees or less):**

- (i) a maximum of one (1) shift daily on Saturday and Sunday;
- (ii) an employee will not be required to work in excess of two (2) weekends per month;
- (iii) as a result of working weekend days as described above, one (1) day of rest will be taken in conjunction with the rest days for the preceding or following weekend.

15.10 Winter Shift for Highways Maintenance Crews

(a) The Union and the Employer recognize that the implementation for highway maintenance winter shifts is largely dependent on winter conditions and that shifts may have to be implemented on short notice. Where winter shift schedules are implemented with less than five (5) days notice, the provisions of Clause 15.3 (b) shall apply.

(b) However, it is agreed that wherever possible the negotiations of these shift schedules pursuant to Clause 14.2 should be undertaken at least forty-five (45) days prior to anticipated commencement and that fifteen (15) days should be provided for any sign up and selection process which is involved. The Employer will post the winter schedule listing the Operator classifications required for each shift and sign-up will be in accordance with Clause 15.6. The regular Operators on afternoon and night shifts will be paid that rate for the duration of the time that the specific equipment classification is required on winter shift. Employees required to operate a yet higher classification of equipment, for a period of time, will receive the appropriate substitution pay,

Recognizing (a) above, when the Employer anticipates that the need for a certain classification is no longer required on winter night shift, the most senior Operator in that classification will be offered the option of returning to day shift as his regular rate of pay or staying on night shift at the level of classification still required on night shift providing, of course, that the Operator shall not bump a more senior Operator in that classification.

15.11 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.

15.12 Copies of Shift Schedules to the Union

Copies of the agreed to shift schedules will be sent to the appropriate Union Area Office.

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 the straight-time rate;
- (d) "Double time" means twice the straight time rate.
- (e) "Double time and one-half" - means two and one-half times 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 five (5) minutes per day.

16.3 Sharing of Overtime

- (a) Overtime work shall be allocated on a rotation basis in order of seniority, considering the availability of qualified employees within each classification series. Such equitable sharing (including auxiliary employees) shall be by seniority block. Note: Equitable sharing means allocation on a rotation basis.
- (b) The equitable sharing will be calculated separately for the winter and summer shifts.
- (c) The Employer shall maintain records of all offers of overtime by name, date, time, method of offer, the response to the offer, and any reasons for declines. Such records shall be available for viewing by all employees.
- (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

- (a) Overtime shall be compensated at the following rates:
 - (1) time and one-half for the first two (2) hours of overtime on a regularly scheduled work day; and
 - (2) double time for hours worked in excess of (1);
 - (3) double time for all hours worked on a day of rest.

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

- (b) An employee on travel status who is required to travel on the Employer's business outside his regular working hours shall be compensated at the applicable overtime rates for all hours travelled. The Employer may determine the means of such travel.

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 scheduled daily hours, he 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:

- (1) effective March 1, 1995 - \$11.50
- (2) effective December 1, 1995 - \$12.00

- (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 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 clause will apply only to hours worked outside his 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 Clause 14.5 shall not have the right to refuse call-out or overtime work. Where all employees decline overtime work, the Employer will have the right to recall temporary workers from layoff.

16.8 Callout Provisions

(a) An employee who is called back to work outside his regular working hours shall be compensated for a minimum of three (3) hours at overtime rates. He shall be compensated from the time he leaves his home to report for duty until the time he 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 call-out period and the whole of the abutting shift. In this case, compensation shall be at overtime rates for the callout period and at the 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 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

When overtime is worked there shall be an elapsed time of eight (8) hours between the end of overtime and the time the employee reports for duty on the next regular shift, with no shortfall out of his regular shift.

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

16.9 Rest Interval After Overtime

An employee required to work overtime adjoining his regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime work and the start of his shift. 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 or in time **off** at the employee's option. If **the** employee chooses time off, such time off **shall** be scheduled by mutual agreement **between** the employee **and** the Employer. If compensatory time **off** cannot be scheduled within twelve **(12)** months of the date of election, cash payment **shall** be made.
- (b) When overtime is **worked** the employee **shall** indicate on his daily time card whether he elects to have such overtime compensation in all cash, all time **off**, or a fifty **(50%)** percent cash **and** fifty **(50%)** percent time off combination.
- (c) 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.
- (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.

17.2 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 **shall** be **compensated** at the double-time 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** regular day's pay and shall receive additional compensation at the rate of double-time for all hours **worked**, except for Christmas **and** New Year's when **the** additional compensation **shall** be **at** the rate of double-time **and** one-half for all hours worked.

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, plus a day off in lieu of the holiday. Lieu days earned pursuant to this clause 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 plus a day off in lieu.

Except where there is a local agreement to the contrary, the statutory holiday night shift will be the shift where the majority of the hours of the shift occur on the statutory holiday.

17.4 Holiday Coinciding with a Day of Vacation

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

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 regular position for a majority of the sixty (60) workdays preceding a paid holiday or has been pre-assigned to a higher paid position pursuant to Clause 15.10, in which case he shall receive the higher rate.

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 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 has:
- (1) worked the day before and the day after the holiday; or
 - (2) worked fifteen (15) of the previous thirty (30) days; or
 - (3) worked at least one hundred and five (105) hours at the straight-time rate in the previous thirty (30) days.
- (b) An auxiliary employee who is required to work on a paid holiday, shall be compensated at the same rate as regular employees outlined in this article.

ARTICLE 18 - ANNUAL VACATIONS**18.1 Annual Vacation Entitlement**

- (a) *Definitions*

"Vacation year" - For the purposes of this Article, a vacation year shall be the calendar year commencing January 1 and ending December 31.

"*First vacation year*" - The first vacation year is the calendar year in which the employee's first anniversary falls.

(b) A full-time employee who **has** received at least ten (10) days pay at straight-time rates for each calendar month will have an **annual** vacation entitlement as follows:

Contract Area 15 (Kamloops & Area):

Vacation Years	Hours
First to fifth	112.5
Sixth.....	120.0
Seventh.....	127.5
Eighth	157.5
Ninth.....	165.0
Tenth.....	172.5
Eleventh.....	180.0
Twelfth to nineteenth	187.5
Twentieth and thereafter	225.0

(c) Employees who served with the Commonwealth ~~Forces~~ during World ~~War~~ II (including service on the ~~high~~ seas) or the Korean Conflict and had such time ~~observed~~ by the Government, for the purposes of vacation calculation, will continue to receive credit for such ~~time~~.

18.2 Vacation ~~Earnings~~ for Partial Years

(a) (1) **During** the first partial year of service a **new** employee will earn vacation at the rate of one and one-quarter (1-1/4) ~~days~~ for each month for which he earns ten (10) days' pay.

(2) Any unused vacation **earned** during the first partial year will be paid **to** the employee on the final payday of that year.

(b) **During** the first **and** subsequent vacation years a full-time 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 **an** employee has taken more vacation than earned, the **unearned** portion **taken** shall be charged against **future** earned **credits** or recovered upon termination, whichever occurs first.

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 anniversary falls shall be the **first** vacation **year**. For the purpose of **additional** leave entitlement, the vacation year in which **the** fifth anniversary falls shall be the fifth vacation year; in which the sixth anniversary **falls** shall be the **sixth** vacation year; etc.

(c) **Vacation Period**

(1) The Employer **will** endeavour to **allow** as **many** regular employees as possible **to** take **their** vacation at any time of the year. **During** winter ~~shift~~ a **maximum** of **one** (1) regular employee in each classification may ~~take~~ **his** vacation subject to Clause 18.3(e) of **this** Agreement.

(2) Notwithstanding (1) above, work **groups** consisting of six (**6**) to eight (**8**) employees, **as at** April 1 of each year, **may** have their availability **to** take vacation during July, August, and the **period** December 1 **to** ~~March~~ 15, **limited** to two (**2**) employees away at a time in each classification series. Likewise, work **groups** of five (**5**) or less employees, **as at** April 1, may have their availability **to** take vacation during **those** months limited to **one** (1) employee away at a ~~time~~ in **each** classification **series**.

(d) *Preference in Vacation*

(1) A preference in selection of vacation time shall be determined in each work group on the basis of **service** seniority within **that** work group.

(2) **An** employee shall be entitled to receive **his** vacation in **an** unbroken period. Employees wishing to split **their** vacation may exercise seniority rights in **their** first choice within each 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) *Scheduling of Vacation*

(1) Vacation schedules **will** be posted between December 1 **and** December 15 for the period of January 1 **through** April 30 and **between** April 1 and April 15 for the period May 1 **through** December 31.

(2) 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 15, except for vacation to be carried over as allowed under Clause 18.6 of this Agreement. Vacation schedules, once approved, will **only** be changed with Employer approval in exceptional circumstances.

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

(4) **An** employee transferred by the Employer shall **maintain hi** 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 employees' preference for vacation.

(f) *Vacation Relief*

Where vacation relief is required, the Employer **shall** give regular employees the opportunity to substitute and **shall** make every reasonable effort to arrange for **staff** replacement in the lowest- paying category.

18.4 Vacation Pay

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

18.5 Approved Leave of Absence During Vacation

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

18.6 Vacation Carryover

(a) An employee may ~~carry~~ over up to five (5) days' vacation leave per vacation year provided that such vacation carryover shall not exceed ten (10) days at any time. Employees in their first partial year of service, who commenced prior to July 1 of that year, may carry over up to five (5) days' vacation leave into their first vacation year.

(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) 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, an employee is recalled to duty, he shall be reimbursed for all expenses incurred by himself, upon submission of receipts, in proceeding to his place of duty and upon resumption of vacation, in returning to the place from which he was recalled.

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

18.8 Vacation Leave on Retirement

An employee who is scheduled to retire and to receive a pension allowance under the Pension Plan shall be granted full vacation entitlement for the final calendar year of service.

18.9 Vacation Credits Upon Death

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

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

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 1. In the case of employees in receipt of Short-Term Illness and Injury Plan Benefits, such employees shall remain on payroll and benefit compensation payable by the carrier shall be remitted to the Employer.

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 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, grandparent and grandchild, step parent 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 the employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law, the employee shall be entitled to special leave at his 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 the appropriate number of days to vacation leave credits.

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 child - one (1) day;
- (3) birth or adoption of the employee's child - one (1) day;
- (4) serious household or domestic emergency - one (1) day;
- (5) moving household furniture and effects - one (1) day;
- (6) attend his formal hearing to become a Canadian citizen - one (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 is maintaining a self-contained household and if he is changing his place of residence which necessitates the moving of household furniture and effects during his normal working hours, and if he 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 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 when it appears that a pattern of consistent absence is developing.

20.4 Full-time Union or Public Duties

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

(a) for employees so 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~~ 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** 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** supervisor **as soon as** he 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 when they are **made** aware of the time and place.

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 and subsistence expenses, and other legitimate expenses where applicable. **Fees** are to be paid by the Employer when due.
- (b) A **regular** employee **may be** granted leave without pay, or leave with partial pay, **to take** courses **in** which the employee wishes to 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.

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 ballot.

20.10 General Leave

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

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 or for dependent children shall be permitted, **but** where any such absence exceeds two (2) hours, the full-time absence shall be charged to the entitlement described in Clause 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 Clause 20.12, the necessary time, including travel and treatment time up to a maximum of three (3) days, to receive medical and dental care at the nearest medical centre for the employee, his spouse, dependent child, or 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 Clause 20.2, 20.3 and 20.11 shall not exceed a total of ten (10) days per calendar year, unless additional special leave is approved by the Employer.

20.13 Emergency Service Leave

Where employees' services are required for emergency operations by request from the Provincial Emergency Programs or appropriate police or fire authority, leave from work as required may be granted without loss of basic pay. If any remuneration, other than for expenses, is received, it shall be remitted to the Employer.

20.14 Canadian Armed Forces

(a) Employees who participate in activities related to the Reserve Component of the Canadian Armed Forces may be granted leave of absence as follows:

- (1) *With pay* - where an employee is required to take annual training with Her Majesty's reserve forces provided any remuneration from the Government of Canada is remitted to the Employer;
- (2) *Without pay* - where an employee participates in a program of training for the purpose of qualifying for a higher rank, or
- (3) *Without pay* - where an employee, as a delegate, attends meetings of service associations or conferences related to the Canadian Armed Forces.

(b) Any remuneration received from the Government of Canada for the purpose of activities related to the Canadian Armed Forces may be retained by the employee when on leave of absence without pay, or where he chooses to use part or all of his annual vacation entitlement for these activities, or where he elects to take leave of absence without pay for annual training as stipulated in (a)(1) above.

20.15 Donor Leave

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

20.16 Other Religious Observances

(a) Employees who are members of non-Christian religions are entitled to up to two (2) days leave without pay per calendar year to observe spiritual or holy days. Such leave shall not be unreasonably withheld.

(b) A minimum of **two (2)** weeks notice is required for leave under this provision. Where **two (2)** weeks notice is not possible due to ~~the~~ unpredictable nature of the spiritual or holy days, ~~then as much~~ notice as possible shall be **provided**.

(c) Employees granted leave under this provision may **utilize** or reschedule CTO, ETO, **unused** vacation or lieu days.

ARTICLE 21 - MATERNITY, PARENTAL AND ADOPTION LEAVE AND ENTITLEMENTS

21.1 Maternity Leave

A pregnant employee shall qualify for maternity leave with benefit entitlement after completion of the **initial** probationary period.

(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 **nine (9)** 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 nine (9) 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 employees in their initial 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~~ initial probationary **period**, **an** 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, if requested.

(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) The period of adoption leave shall be the same **as**, or distinct **from**, the **period** of parental leave described in Clause 21.4, ~~at~~ the election of ~~the~~ parent.

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 s.11(7) of the Unemployment Insurance Act (or any replacement provision), the period of parental leave entitlement under this clause 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 [~~maximum of six (6) months~~]. The Employer will be entitled to reimbursement for the employee's share 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~~.

(b) Notwithstanding any other provisions of ~~this~~ Agreement, vacation entitlements 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 clause may be carried over to ~~the~~ following year, notwithstanding any other clause in this Agreement,

21.5 Rights on Return to Work

(a) ~~On~~ return to work ~~from~~ maternity, adoption, and/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 salary~~.

(b) An employee shall accumulate seniority while on maternity, adoption, and/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.

ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY

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~~ Clause.

22.2 Safety Program

Pursuant to WCB Occupational Health ~~and~~ 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 ~~Labour~~ Management ~~Committee~~ and the appropriate Union Area Office(s).

22.3 Local Occupational Health and Safety Committee

- (a) The Employer shall initiate and maintain, at the regular place of employment, Local Occupational Health and Safety Committees where there is, subject to the provisions of Clause 22.1, a workforce of ten (10) or more workers in an operation or work area classified as A (high) or B (Medium) by WCB First Aid Regulations.
- (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 practicable. 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-timerate.
- (d) There shall be equal employee and Employer representation and the chairing of such meetings will alternate between employees and the Employer.

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 Health and Safety Committee, or
- (b) a person designated by the Occupational Health and Safety Committee, or
- (c) a safety officer, or
- (d) a steward at a worksite.

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 and Safety Regulations (Section 8:24), he 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 shift without deduction from Short-Term Disability Leave.

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 BCGEU and one (1) management representative.
- (b) Reports shall be submitted on a mutually agreed accident investigation form and copies sent to:
- (1) Workers' Compensation Board
 - (2) Employer designate(s)
 - (3) Occupational Health and Safety Committee Members
 - (4) The appropriate BCGEU Area office

(c) In the event of a fatality the Employer shall immediately notify the President of the BCGEU, 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's classification in effect ~~at the~~ time of the investigation. Applicable overtime will ~~also~~ be paid.

22.8 Occupational First Aid Requirements and Courses

(a) The ~~Union and~~ the Employer agree that ~~Fit~~ 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, or where employees are currently certified to ~~perform~~, first aid duties in addition to the ~~normal~~ requirements of ~~the~~ job, 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 or employees who are certified to perform first aid duties in addition to their normal job responsibilities shall receive the following allowance on the basis of the class of certificate which they hold

- ▶ Occupational First Aid Certificate, Level 2 - \$30.00 per bi-weekly period or \$65.00 per month
- ▶ Occupational First Aid ~~Certificate~~, Level 3 - \$42.00 per bi-weekly period or \$91.00 per month

The allowance shall be prorated for partial months. Employees designated to ~~act as~~ the Occupational First Aid Attendant in addition to their ~~normal~~ duties will receive their full monthly allowance while on approved leave with pay or while on vacation leave with pay.

Where the Employer has an additional requirement for a First Aid Attendant on a temporary basis, then provided the employee acts as the First Aid Attendant for a ~~minimum~~ of ten (10) workdays in any ~~month~~, he shall receive the full monthly allowance.

(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 Clause 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.

(6) The Employer agrees to promote **an** enhanced standard of Occupational ~~First~~ Aid Attendants, within each seniority block, ~~that would try~~ to achieve ~~the~~ goal of a **minimum** of one (1) attendant designated per seniority block.

22.9 Unresolved Safety Issues

The Occupational Health **and** Safety Committee may refer unresolved safety issues to the Joint ~~Labour~~ Management Committee for possible resolution. This provision **does** not limit any right **to seek** a resolution ~~from~~ the WCB.

22.10 Dangerous Goods, ~~Special Wastes~~, Pesticides and Harmful Substances

Where employees are required to work with or **are** exposed to any Dangerous ~~Good~~, 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, the Employer shall supply a readily available vehicle. Further, the employees shall be supplied with effective radio or radio-telephone communications **and** have a pre-arranged "employee **check**" **made** at specified **intervals**.

(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

(a) 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.

(b) The frequency of employee checks shall **be** increased proportionate to ~~the~~ nature of the hazard under **which** the employee is working. For example, extreme weather conditions; **as** the temperature decreases, the frequency of checks **shall** increase.

22.13 Survival First Aid Course

All employees who by the nature of **their** employment are required **to perform** ~~road~~ and bridge maintenance or construction **work** shall be given a **Survival** First Aid Course at **the** Employer's expense. Any **disputes** arising from the application or interpretation of **this** **Clause** shall be referred to **the** Occupational Health **and** Safety **Committee** for resolution.

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 Health and Safety Committee Members

In instances of joint **training** of Occupational Health and Safety **Committee** members, leave without loss of current pay and without loss of **seniority** shall be granted to designated Occupational **Health and Safety Committee** members.

22.16 Skin Protection From Ultra Violet Radiation

The Labour/Management **Committee** shall review issues related to skin protection 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 notice as possible, **but** in any event not less than sixty (60) days notice of a technological change.
- (b) Upon receipt of a notice of technological change pursuant to Clause 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 Clause 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 Clause 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 either a vacancy option, or severance pay provisions 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 with the Employer geographic location in which the change occurs, to the **extent that** turnover occurs during the period in which a technological change is **being** implemented.

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 No Contracting Out

(a) The **Union** recognizes that the Employer is obligated by the terms of the maintenance contract with the Ministry of Transportation and Highways to **utilize** hired equipment and to subcontract highways road and bridge maintenance work on an **annual** basis.

(b) The Employer agrees to **notify** the **Union** at the commencement of each year, the exact amounts of subcontracting and hired equipment **utilization** required **within** the **maintenance** contract **with the** Ministry of Transportation and Highways for **the** following year.

(c) The Employer will provide the Union with written advance notification of each utilization of subcontracting and hire equipment. The notification provided **shall** include the name of the contractor, the value of the contract, the expected duration of the contract, the contract work activity **and** whether **this** contracted out work **will** apply towards the Employer's **annual** subcontracting **and** hired equipment requirement **with** the Province of B.C. under the **road** and bridge maintenance contract.

(d) Notwithstanding the requirements of Clause 24.1(a) above, the Employer **and** the **Union** are **committed to** the productive utilization of bargaining unit employees so **as** to minimize the requirement for the contracting out of work.

(e) It is agreed that **the** Employer **will** not be in violation of **this** Article by contracting out **crushing, screening and** dust lay (stabilization) over **and** above set dollar value set out **by** the Province **of** B.C.

24.2 No Contracting Out Which Results in 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 Contracting In

Nothing in this Agreement prohibits the Employer from contracting with any other party. It is agreed **that** all **such** work will be bargaining unit work and the **Union** agrees to meet to discuss temporary **modifications** to **this** Agreement that will be beneficial to **securing** such work. **These** discussions are **to** take place at an expedited pre-bid meeting comprised of the **Union's Labour/Management Committee** representatives, a member of the affected work group, **and** the Employer's representatives. Any local modifications will be on a project-by-project **basis without** precedent. **A** checklist of parameters **are** set out in Appendix 4. However, the seniority provisions of **this** Agreement will not be altered. The **time** involved for the Union's members will be time **worked at** applicable rates.

24.4 Warranty and Repair Work

It is **agreed** that, with the exception of **warranty** work, third parties will not be **permitted to use** the equipment of the Employer or the employees, in order for the third party to service, clean, or repair the Employer's or third party's equipment. When warranty **work** is done on **the** Employer's premises, a Whiteline Road **Maintenance Ltd. Mechanic** **will be assigned** when, in the opinion of the Operations Manager or **his** designate, Whiteline's workload will allow. **Such an** assignment is for **training**.

ARTICLE 25 - HEALTH AND WELFARE BENEFITS

25.1 Eligibility

Employees shall be eligible for coverage for ~~Health~~ and Welfare Benefits effective the first day of the ~~month~~ following their appointment to regular ~~status~~.

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 (75%) of pay for a period not to exceed six (6) months as provided for under policy number 0858 (CU&C).

25.3 Basic Medical Insurance

All regular employees may ~~choose~~ to be covered by the British Columbia Medical ~~Plan~~. Benefits and premium rates shall be in accordance with the existing policy of the plan.

25.4 Extended Health Care Plan

Regular employees shall be entitled to coverage for ~~Extended Health~~ Care as provided for under policy number 5571 (Green Shield).

25.5 Dental Plan

Regular employees shall be entitled to coverage for ~~dental~~ care as provided for under policy number 5771 (Green Shield).

25.6 Group Life and Accidental Death and Dismemberment

~~Regular~~ employees shall be entitled to coverage for Group Life and Accidental Death and Dismemberment as provided for under policy number 01-43977 (Noah American Life).

25.7 Doctor's Certificate of Inability to Work

- (a) The Employer may require an employee who is unable to work because of illness or ~~injury~~ to provide a statement from a ~~qualified~~ medical practitioner.
- (b) The cost of all ~~medical~~ certificates required by the Employer, or the Employer's carrier, shall be borne by the Employer.

25.8 Long Term Disability

Regular employees shall be entitled to coverage for ~~Long~~ Term Disability as provided for under policy number 01-43977 (~~North~~ American Life).

25.9 Benefit Coverage While on STIIP/LTD

- (a) The Employer shall maintain coverage for MSP, extended ~~health~~ benefits, ~~dental~~ care benefits, group life, accidental death and dismemberment, STIIP and long term disability and pension plan contributions and shall pay the Employer's share of these premiums while an employee is in receipt of ~~benefits~~ pursuant to the STIIP and Long Term Disability Plans.
- (b) Vacation entitlement and vacation pay for an employee on STIIP or a WCB claim shall ~~continue~~ to accrue to a maximum of six (6) ~~months~~ while the employee is on leave. Vacation earned pursuant to this Clause may be

carried over to the following year pursuant to Clause 18.6.

- (c) On return from leave an employee *shall* be placed in his 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.

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 at his 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 Appendix 1 - 1.2. In such cases, the compensation payable by the Workers' Compensation Board shall be remitted to the Employer.

25.12 Employee Assistance Program

The Employer agrees to pay one hundred (100%) percent of the cost of fees for service for the Employee and Family Assistance Program which is currently established between the parties and provided by the Thompson Nicola Assessment and Referral Service.

25.13 Continuation of Benefits

Subject to carrier approval, employees who are eligible for benefits under Article 25.1 above, shall be entitled to maintain coverage as set out in the policies described in Articles 25.3, 25.4, 25.5 and 25.6 above for a maximum period of six (6) consecutive months immediately following the month in which an employee loses benefit coverage by prepaying the premium themselves.

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 within thirty (30) days of the signing of this Collective Agreement. The cost of such a pamphlet shall be borne by the Employer.

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, or chemicals,
- (b) The Employer agrees to supply protective apparel in accordance with Memorandum of Understanding #3.

26.2 Safety Equipment

- (a) The Employer will supply all safety equipment required for the job under WCB regulations. Where safety equipment is required by WCB, it will be issued on an individual basis in accordance with Memorandum of Understanding #3.

t-

- (b) Replacement of unserviceable items as provided for in Memorandum of Understanding #3 will be made upon surrender of the items to be replaced.

26.3 Lockers

Where working conditions or weather requires regular 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, or apprentices, will be required to supply work tools or equipment.

(b) **An** employee shall furnish and replenish his inventory of personal hand tools. The Employer shall **furnish and maintain** power tools, specialty tools, **testing** equipment **and all** other equipment as required to service or repair employer **owned, rented** or leased equipment.

(c) 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, worn **out** or broken while used on the job, upon reasonable proof of such, wearing, loss or breakage, and proof that there **has** been no **negligence on the** part of the employee. Replacement will be of equal quality. In order for the employee to qualify for replacement of tools, the employee must provide in advance to the Employer a written inventory of his tools **approved** by the appropriate Employer designate detailing the number, **type**, make, **and serial** number (if applicable) of each tool.

- (e) Premiums **and** allowances for tools shall be in **accordance** with **Memorandum of Understanding #4**.

26.6 Comprehensive Insurance

(a) The Employer agrees to provide comprehensive insurance **and** proof of same, covering tools, 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 **the employee** for each pay period.

(c) The Employer will deposit, without cost to the employee, an employee's pay in a participating Chartered Bank, Trust Company, or Credit Union of the employee's choice on or before the appropriate payday.

(d) The Employer will make a reasonable attempt to ensure that employees working shifts shall receive pay statements in accordance with the following:

- ▶ day shift - on the payday;
- ▶ afternoon shift - coming off the shift prior to the payday;
- night shift - coming off the shift the morning of the payday.

27.2 Rates of Pay

Employees shall be paid in accordance with the rates of pay as set out in Appendix 2 and 3.

27.3 Substitution Pay

(a) When an employee temporarily substitutes in, or performs the principle duties of, a higher paying position, he shall receive the rate for the job.

(b) Where an employee works part days at a higher paying position, for more than one-half (1/2) hour, he shall be paid the higher rate by one-half (1/2) day increments.

(c) Substitution to a higher paid position shall be offered to the senior qualified employee in the classification series within a seniority block.

27.4 Rate of Pay on Reclassification or Promotion

When an employee is promoted or reclassified to a higher paying position, he 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 regular rate of pay shall maintain his regular rate of pay.

27.6 Wage Protection and Downward Reclassification of Position

(a) An employee shall not have his salary reduced by reason of a change in the classification of his 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 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.

- ▶ Effective date of ratification - thirty-two (32) cents per kilometre.

27.8 Meal Allowances

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, meal allowance shall be:

Breakfast	\$ 8.50
Lunch	\$10.65
Dinner	\$18.05

27.9 Cash 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

Premium rates for abnormal working conditions shall be as follows:

Both Parties to this Agreement recognize that employees should not be required to work under abnormal working conditions, however, where it is unavoidable the following shall apply: A premium allowance of one dollar (\$1) per hour shall be paid to employees working on a swing stage, over bridges or stacks, or towers, or over the side of buildings or vessels, such that they are working above surrounding terrain. Premium allowance shall apply to actual time while exposed, except that time shall be calculated in one (1) hour increments. This same premium shall apply to tree falling, working in confined areas, working with raw sewage, or welding and cutting of galvanized and aluminum material.

27.11 Upgrading Qualifications

Where the Employer requires an employee to upgrade his 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 #5.

27.14 Retirement Allowance

Upon retirement from service, an employee who has completed twenty (20) years of continuous service, and who under the provisions of the Pension Plan is entitled to receive a benefit on retirement, is entitled to an amount equal to his salary for one (1) month, and for each full year of service exceeding twenty (20) years but not exceeding thirty (30) years, is entitled to an additional amount equal to one-fifth (1/5) of his monthly salary,

27.15 Telephone Allowance

Employees on travel status who are required to obtain overnight accommodation will be entitled to claim for one (1) five (5) minute telephone call within British Columbia, for every night away.

27.16 Training Allowance

Operators who are required by the Employer to provide training to a specified level and to certify to the competency of the employees so trained shall receive a premium of five (5) dollars per day while training. In such cases, the senior qualified operator with the capacity 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 Salary Rate on Demotion

Subject to Clause 27.7, when an employee is demoted, the employee shall receive the rate for the position.

ARTICLE 28 - CLASSIFICATION SPECIFICATIONS**28.1 Classification Specifications**

Classification specifications shall be established at the bargaining unit level and are subject to 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 new 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 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 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 - APPRENTICESHIP PROGRAM**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 Labour, Skills and Development

- (a) When an Apprentice is attending school as required by the B.C. Ministry of Labour, Skills and Development, he shall be paid his appropriate wage rate. Where eligible, the Apprentice shall apply for a wage allowance from the Ministry of Human Resource Development and shall remit this allowance to the Employer.

(b) The Employer will advise Apprentices when they are eligible for a Ministry of Human Resource Development wage allowance.

(c) Apprentices on travel status will qualify for board and lodging expenses while attending school required by B.C. Ministry of Labour, Skills and Development. Rates will be in accordance with Appendix 5.

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 5 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 bases 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.

29.5 Employment

Upon completion of an Apprenticeship Program, no employee shall be entitled to the provisions of Article 13.3 unless the employee was entitled to such provisions prior to the commencement of his apprenticeship or the employee is offered a regular Trades Journeyman position pursuant to Article 12.

29.6 Apprenticeship Ratio

Through attrition the employer agrees to target at least one (1) apprentice for every five (5) tradespersons throughout the contract area. The apprenticeship program designates shall be established by the Joint Labour-Management committee after reviewing operational requirements.

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) establish an upgrading and/or training program for all trades or trades-related classifications;
- (b) ensure there are at least two (2) regular employees (in excess of the normal Operators) trained and qualified to operate each type of equipment in each seniority block, eg., single axle dump truck, tandem dump truck, distributor truck, loader, grader gradall, etcetera;
- (c) where the complement in (b) above falls below two (2) regular employees, the Employer shall, within two (2) weeks, commence Operator training pursuant to Clause 30.3;
- (d) in seniority blocks with ten (10) or less regular employees, the number in (b) and (c) above should read one (1).
- (e) in addition the Employer will establish a Labour-Management Committee to discuss:
 - (1) all new equipment brought into Contract Area 15 for training and rates;
 - (2) will endeavour to negotiate technical training with new equipment;
 - (3) all training costs and numbers will be tabled twice a year at the Labour-Management Committee

meetings.

30.2 Selection For Training

- (a) As required within a seniority block, ~~training will~~ be offered to employees in ~~the~~ following order:
- ▶ senior regular employee ~~within~~ the classification;
 - ▶ senior regular employee ~~within the~~ classification ~~series~~;
 - ▶ senior auxiliary employee within the classification;
 - ▶ senior auxiliary employee within the classification series.
- (b) ~~When~~ the Employer ~~has~~ met its obligation pursuant to ~~Clause~~ 30.1 above, the senior employee may not be eligible for further ~~training until~~ all other employees ~~within~~ the classification series have been ~~offered training~~. However, when a ~~new type~~ of equipment is ~~introduced the~~ ~~seniority~~ process in (a) above will again apply.

30.3 On-the-Job Operator Training

- (a) Employees shall be designated for on-the-job Operator training in writing.
- (b) Training shall ~~be~~ considered time worked.
- (c) An employee rejected ~~from~~ the training will be ~~so~~ ~~informed~~ in writing by the Employer.
- (d) ~~Unless~~ the employee is under direct supervision, ~~an~~ employee proficiently operating equipment at a ~~higher~~ rate shall receive the appropriate rate for ~~actual~~ hours worked at ~~this~~ higher level.
- (e) ~~The~~ parties recognize that continuity of training is ~~important~~. Subject to operational requirements, the Employer undertakes ~~to~~ schedule training so ~~as to~~ provide the ~~required~~ continuity. It is understood that the length of ~~training may vary depending on~~ Operator experience, complexity ~~of~~ the equipment, ~~and~~ operational requirements; however, normally a minimum of ~~three~~ (3) consecutive days ~~will~~ be allowed.

30.4 Completion of Courses on Company Time

Employees may, at the sole option of ~~the~~ Employer, be granted reasonable time during the regular workday to complete Employer-approved ~~courses~~.

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 5.

ARTICLE 31 - AUXILIARIES

31.1 Appointment and Conversion to Regular

(a) An auxiliary employee shall receive a letter of appointment clearly **stating** his employment status **and** expected duration of employment.

(b) **Auxiliary** employees who **are** on appointments of a **specified** duration and who work eighteen hundred **and** twenty-seven (**1827**) hours at straight-time in a fifteen (**15**) 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.

Conversion of such auxiliary employees to regular status will be effective the **beginning** of the month following the month in which they attain the required hours. **The** Employer, in making a determination if an auxiliary employee should be converted to regular status, will abide by the principles of the Vince Ready award of July 2, 1984 concerning the meaning of **continuous**.

(c) Auxiliary employees converted to regular status pursuant to Clause 31.1(b) shall be notified in writing. Such letter shall **indicate** conversion date, point of assembly, **and** necessary documentation to enrol in the employee benefit program.

31.2 Layoff and Recall

(a) Layoff of auxiliary employees shall be by classification in reverse order of seniority within a seniority block. The Employer shall provide the following advance **written** notification of layoff:

(1) five (5) workdays' **notice** to **auxiliary** employees **who** have completed five hundred (500) ~~straight-time~~ hours since their previous layoff;

(2) **ten** (10) workdays' **notice** to auxiliary employees who have completed **one** thousand (1000) straight-time hours since their previous layoff.

If the employee has not had the opportunity to work such workdays after notice of layoff, he shall be paid in lieu of work for that part of the **notice period** during which work was not made available.

(b) Auxiliary employees on layoff shall be recalled in order of seniority within an assembly point provided the auxiliary employee is **qualified** to carry out the work which is available.

(c) Offers of Auxiliary Work:

(1) Employees on layoff will be notified of available work by registered mail. Where that is not possible, **contact** will be by other means.

(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 Clause 11.4(a)(4).

(3) **An** employee who declines work on three (3) separate occasions in a **six** (6) month period (January to June and July to December) shall lose his seniority **and** shall be considered terminated for just cause.

(4) Auxiliary employees **who are** unavailable in the following circumstances will not have the decline or unavailability count as an occurrence for the purpose of Clause 11.4(a)(4):

(i) absence on a WCB or ICBC claim,

(ii) ~~maternity~~ leave;

(iii) absence on bereavement leave:

- (iv) leave to participate in activities of a reserve ~~component~~ of the Canadian Armed Forces, or Provincial Emergency Program, or fire or ~~police training~~ seminars;
- (v) illness; proof of illness may be required if the absence is ~~greater~~ than five (5) days or where it ~~appears~~ a ~~pattern~~ of ~~consistent~~ or frequent absence is developing;
- (vi) ~~illness~~ of a dependent child or spouse 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 Clause 2.10 or 2.11;
- (viii) jury ~~duty~~;
- (ix) medical or ~~dental~~ appointments;
- (x) ~~any~~ approved leave of absence without pay.

(d) In the event that ~~there~~ is a requirement for ~~an~~ increase in the ~~workforce~~, the Employer may hire new auxiliary winter shift employees, for orientation and ~~training~~ purposes only, 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. ~~This~~ situation shall not result in ~~increased~~ hours of work to new employees over the duration of the ~~winter~~ shift. ~~Such~~ new employees will accrue ~~seniority~~ during this orientation and ~~training~~ period.

31.3 Auxiliary Displacement

- (a) Within a seniority block, Senior auxiliary employees may ~~opt~~ to ~~displace~~ junior auxiliary employees ~~who~~ have ~~been~~ recalled outside of the recall ~~period~~ or if a ~~senior~~ auxiliary is unavailable for recall pursuant to Clause 31.2(c)(4).
- (b) Senior auxiliary employees shall ~~only~~ be eligible to ~~displace~~ junior auxiliary employees if the displacement ~~occurs~~ immediately following ~~the~~ expiry of the leave(s) referred to in Article 31.2(c)(4) above.
- (c) ~~Where~~ a senior auxiliary employee ~~has~~ displaced a junior auxiliary employee pursuant to Article 31.3(a), the displaced auxiliary shall not be entitled to the notice of layoff provisions of Article 31.2(a).
- (d) ~~Where~~ a senior auxiliary employee ~~displaces~~ a junior auxiliary employee pursuant to Article 31.3(a), and where notice of layoff ~~has~~ been given pursuant to Article 31.2, the Employer shall not be obligated to ~~extend~~ notice of ~~layoff~~ beyond ~~that~~ notice of layoff ~~which has been given~~.

31.4 Health and Welfare

In lieu of health and welfare ~~benefits~~, auxiliary employees shall receive compensation as follows:

- (a) effective March 1, 1995 - ~~\$.65~~ per hour to a maximum of \$52, biweekly;
- (b) effective December 1, 1995 - ~~\$.70~~ per hour to a ~~maximum~~ of \$56, biweekly;

31.5 Recall of Auxiliary Employees

The Employer is not required to ~~recall~~ auxiliary employees who have worked ~~nineteen~~ hundred and fifty (1950) hours in a ~~twelve~~ (12) ~~month~~ scheduling period.

31.6 Vacation Entitlement for Auxiliary Employees

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

31.7 Application of Agreement

- (a) **Except** as otherwise **noted** in this Article, the provisions of Articles 13, 18, 19, 21 **and** 25 do not apply to **auxiliary** employees. The provisions of other **Articles** apply to auxiliary employees except as otherwise **indicated**.
- (b) Where leave **from** work is required, auxiliary employees **shall** be entitled to the provisions of Article 20, however **such** leaves shall be without pay and without loss of **seniority**.
- (c) For the purpose of Article 21, *Maternity and Parental Leave* for auxiliary employees shall be in accordance with the Employment **Standards** Act.

ARTICLE 32 - PENSION PLAN

The Employer agrees funds will be contributed to **the** Pension **Fund** of **the** BCGEU Pension **Plan** on behalf of regular employees equivalent to seven **and one-half** (7½) percent of their **gross** earnings. Effective December 1, 1995, the Employer agrees to contribute at a rate of eight **(8%)** percent of **gross earnings**.

A regular employee will contribute monthly to the Pension Fund of the BCGEU Pension Plan **an amount** equivalent to **six (6)** percent of his **gross earnings**.

- (a) **Gross** earnings, for purposes of **this Pension Plan**, unless otherwise specified by the Collective Agreement, is defined as **the sum of the wages, disability income pursuant to the provisions of Article 25, Workers' Compensation Board benefits, vacation pay received in a calendar month, overtime pay, and money paid in lieu of vacation.** Other allowances shall also be included in the **determination** of **gross earnings**.
- (b) All regular employees covered by **this Agreement** shall participate in the BCGEU Pension Plan.
- (c) **All** Employer **and** employee required contributions to the Pension Plan shall be paid to the Pension Plan no later than ten (10) **days** after the end of the payroll period in respect of which the contributions are applicable.
- (d) **In** the event **that** pension contributions **are** not **remitted** in **the** manner provided in (c) above, the Employer shall be subject to the following provision. For all **funds** in arrears, the Employer will remit the appropriate contribution identified in (a) **and** the Employer will include a delinquency charge payment of **two (2%)** percent per **month, compounding** monthly, **on behalf** of **each** individual for **whom** a remittance is to be made. **Any month or portion** thereof is deemed to be **one full** month.

The payment of such delinquency charge will be made in a **manner** prescribed by the B.C. Government and Service Employees' **Union** or its designate,

- (e) Where a member becomes disabled **and** is in receipt of **short-** or Long-Term Disability income pursuant to the provisions of Article 25, whether such provisions are **insured** or not, **that** member **shall** have remitted to **the** Pension **Plan** by the Employer the same pension contribution **as set out** in above. Such amount shall be based on the disability benefit received.

ARTICLE 33 - GENERAL CONDITIONS**33.1 Point of Assembly**

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

33.2 Return to Regular Point of Assembly

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

(b) Where the Employer determines that it is not practical for employees to ~~return to the~~ regular point of assembly for rest days, then employees will be scheduled to return to the regular point of assembly every twenty ~~(20)~~ ~~scheduled~~ working days, and will ~~be~~ given an additional day ~~off~~ with pay with their rest days.

(c) Scheduled return trips to the regular point of assembly ~~may be~~ altered due to operational requirements providing the ~~period~~ is not extended by more than five ~~(5)~~ working days.

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 geographic location. For vehicle use under this clause ~~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 British Columbia because of impairment and will be ~~subject~~ to disciplinary action up to and including ~~immediate~~ termination.

33.4 Indemnity**(a) *Civil Actions***

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

(b) *Criminal Actions*

Where an employee is ~~charged with an~~ offence resulting directly ~~from~~ the proper performance of his duties the Employer shall ~~assume~~ liability 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 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 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

An employee shall be entitled to have deductions from his salary assigned for the purchase of Canada Savings Bonds and British Columbia Savings Bonds.

33.6 Copies of Agreement

- (a) Copies of the Agreement will be printed for distribution to each employee. The cost of such printing and distribution shall be borne equally by the parties.

The Union shall distribute the Collective Agreement to its members and the Employer shall reimburse the Union for fifty percent (50%) of the distribution costs.

- (b) The cover of the Agreement shall read as follows:

COLLECTIVE AGREEMENT
between the
WHITELINE ROAD MAINTENANCE
and the
B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION
Effective from _____ to _____

- (c) All Agreements shall be printed in a union shop and shall bear a recognized union label. The agreement shall be in pocket size format (3" X 5").
- (d) The Employer will provide copies of the printed Agreement within ninety (90) days of the signing. Ninety (90) days may be waived in extenuating circumstances.

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 and the frequency of reimbursement.

33.8 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 other than regular council or board meetings do not impinge on normal working hours.

(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 former position.

ARTICLE 34 - TERM OF AGREEMENT

34.1 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 30, 1996.

34.2 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, 1996, but in any event not later than midnight, November 1, 1996.

(b) Where no notice is given by either party prior to November 1, 1996, both Parties shall be deemed to have given notice under this section on November 1, 1996.

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

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

(e) Both Parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining.

34.3 Changes in Agreement

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

34.4 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 Sections 50(2); 50(3) of the Labour Relations Code of British Columbia is hereby excluded.

34.5 Joint Orientation

Within ninety (90) days of ratification of this agreement, a joint orientation session involving all Shop Stewards, Bargaining Committee members and supervisory personnel, shall be held without loss of pay to review the terms and conditions of this agreement,

**SIGNED ON BEHALF OF
THE UNION**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

John T. Shields, President

Joe Gardner, President

Larry [unclear] Bini Citti

Tom Bone, Operations Manager

Buster Rutsatz, Bargaining Committee

Dale Schneider, Bargaining Committee

Jeff Fox, Staff Representative

Signed this _____ day of _____, 1995.

APPENDIX 1
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 the first day of the month in which ~~the~~ employee becomes a regular employee.
- (b) Pay for a regular part-time employee under this plan shall be based on his part-time percentage of full-time employment at ~~date~~ of present appointment.

1.2 Short Term Plan Benefit

- (a) In the event an employee is unable to work because of illness or injury he will be entitled to a benefit paid by the Employer, of seventy-five (75) percent of pay for a period not to exceed six (6) months from date of absence, (Short Term Plan Period).
- (b) The seventy-five (75) percent benefit may be supplemented in quarter day increments by the use of ~~the~~ following:
- (1) Compensatory Time Off (CTO);
 - (2) Banked Earned Time Off (ETO), excepting where scheduled in a shift schedule;
 - (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 six (6) months 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 six (6) month period of benefits under this plan, except as provided in (d) below, where the Short Term Plan period shall continue to be as defined in Section 1.2(a).
- (d) Where an employee is returning to work after a period of illness or injury and where the Joint Labour/Management Committee pursuant to Article 7 has approved such return on a trial basis for assessment and/or rehabilitation purposes, the Short Term Plan period shall continue to be as defined in Section 1.2(a). Such trial period must be approved during the period the employee is receiving short term benefits, however, the end of the trial period can go beyond the Short Term Plan benefit period.
- (e) Employees who return to work after a period of illness or injury and who do not work the same number of hours that were scheduled prior to the illness or injury shall receive prorated benefits under this plan, however, not beyond six (6) calendar months from the initial date of absence as defined in Section 1.2(a), if absence is due to the same illness or injury.

1.4 Doctor's Certificate of Inability to Work

The Employer may require an employee, at the Employer's expense and on the Employer's time, 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 three (3) 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 1/4 day accumulation that is being used to supplement the plan, pursuant to Clause 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 Clause 1.1(d);
- (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 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 STIP 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) **serv**ing 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 leave, parental leave, or adoption leave

which prevents the employee from returning to work on the **scheduled date** of r e m , 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 **six (6) month period remaining from the scheduled date of return** to work.

(h) not actively engaged in a treatment program where the **employee's** physician **determines** it to be appropriate to be involved in such a program. **An** employee shall be afforded the opportunity to demonstrate there were reasonable **grounds** for not being engaged in a **treatment** program.

1.7 Employee to Inform Employer

The employee shall inform **the** Employer as soon as possible of **his** 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 UIC Premium

The Parties **agree** that the complete premium reduction from the Unemployment **Insurance** Commission accruing **through** the improved illness **and injury plan** will be returned to the Employer.

1.9 Benefits Upon Layoff or Separation

(a) Subject to (b) and (c) **below**, regular employees who are receiving benefits **pursuant to** Section 1.2 shall continue to receive such benefits upon **separation** until the termination of the **illness** or **until** the maximum benefit entitlement **has** been granted, whichever comes first, if the notice of separation is given after the commencement of the **illness** for which **the** benefits are being paid.

(b) In the event that **separation** notice was given prior to the commencement of **the** illness, benefits **will** cease on the effective **date** of the separation **only** if the illness commenced within two **(2) months** of the effective **date** of

the 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 the separation.

PART II LONG TERM DISABILITY PLAN

2.1 Eligibility

(a) Regular employees shall be covered by the Long Term Disability Plan upon completion of six (6) months employment with the Employer. To be covered by the Plan, a regular part-time employee must be working in a position that requires at least half-time work on a regularly scheduled basis, and must have completed six (6) months service in such a position.

(b) An employee who is not actively at work because of illness or injury on the work day coincident with, or immediately preceding, the date he would otherwise have become eligible for coverage under the Plan will not be eligible for coverage until the date the employee returns to active employment.

(c) 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 six (6) months, including periods approved in Section 1.3(a) and (c), he shall be eligible to receive a monthly benefit equal to the sum of sixty-eight and three-tenths (68.3%) percent of monthly earnings.

(a) The Long Term Disability benefit payment will be made so long as an 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 65, or resigns or dies, whichever occurs first.

(b) An employee in receipt of long term disability benefits will be considered an employee 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 the Collective Agreement but will retain the right of access to the Joint Labour Management Committee pursuant to Article 7 and will retain seniority rights should they return to employment within six (6) months following cessation of benefits.

(c) When an employee is in receipt of the benefit described in (b) above, employee contributions required for benefit plans in (b) above and contributions to the Pension Plan will be waived by the Employer.

(d) 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 (b) above 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 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 (75) percent 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 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 Article 2.2(a), the provisions of Article 2.3(c)(1) shall not apply until the employee is receiving a benefit under Article 2.2(b).

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 regular occupation;
- (c) intentionally self-inflicted injuries or illness;
- (d) 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 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 has completed twelve (12) consecutive months of service after the date of hire during which time he 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 clause 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;
- (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;
- (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 would be entitled if his application for such a benefit were approved;
- (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 (100) percent 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 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 (100) percent 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 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 Plan Coverage

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 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 claim reviewed by a claims review committee composed of a medical doctor designated by the claimant, one (1) individual designated by the Employer, and a medical doctor agreed to by the first two (2) individuals who shall act as Chairperson of the Committee. 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.

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 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 this 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.

PART III REHABILITATION

In the event that a regular employee becomes incapacitated through accident or sickness and he is unable to perform all the duties of his own occupation, the following shall apply:

- (a) For the purpose of this clause incapacity shall mean where the employee is unable to perform all the duties of his own occupation as defined in Clause 2.3(a) of the Long Term Disability Plan.
- (b) Where the employee meets the definition in (a) above, the Employer shall provide the employee with an application for alternate suitable employment on a mutually-agreed form.

An employee who fails to sign the application form shall have benefits suspended. An employee shall be afforded an opportunity to demonstrate that there were reasonable grounds for not having signed the application form.

(c) The application shall be completed and returned to the Employer who shall within ten (10) work days forward the application to the Joint Labour Management Committee.

(d) The Joint Labour Management Committee pursuant to Article 7 will, based on the information, coordinate the necessary medical and/or vocational assessments and determine the following:

(1) if the application is properly before the Committee;

(2) based on the assessment, determine whether the employee is immediately capable of performing alternate or rehabilitative employment;

(3) if no to (2) above the Committee may, based on the assessments, implement the necessary training to place the employee in rehabilitative employment;

(4) where the employee is considered capable of performing alternative employment or once the employee has successfully concluded rehabilitative employment and is able to perform the duties of a gainful occupation, he shall be subject to Article 13 of this Agreement excluding displacement options pursuant to Article 13.

**APPENDIX 2
HOURLY WAGE RATES**

	Biweekly Rate	Biweekly Rate
Road Maintenance Series:		
MO1 - Machine Operator 1	18.32	19.07
MO2 - Machine Operator 2	18.80	19.55
MO3 - Machine Operator 3	19.30	20.05
MO4 - Machine Operator 4	19.82	20.57
MO5 - Machine Operator 5	20.35	21.10
MO6 - Machine Operator 6	20.35	21.10
MO7 - Machine Operator 7	20.89	21.64
RF1 - Road Foreman	21.47	22.22
RF2 - Road Foreman 2	22.06	22.81
RF3 - Road Foreman 3	22.67	23.42
RF4 - Road Foreman 4	23.30	24.05
Bridge Maintenance Series:		
Mtn. Bridge Worker	18.32	19.07
TA Bridge (70%)	15.44	15.97
TA Bridge (80%)	17.65	18.25
TJ Bridge Worker	22.06	22.81
TL Bridge Worker	22.67	23.42
TS Bridge Worker	23.30	24.05
TSS Bridge Worker	23.95	24.70
Sign Maintenance:		
Sign Worker	19.82	20.57
Mechanical Maintenance Series:		
Mechanic Helper	18.32	19.07
Mechanic Assistant	19.30	20.05
TA Mechanic (80%)	18.14	18.74
TA Mechanic (90%)	20.40	21.08
TJ Mechanic	22.67	23.42
TL Mechanic	23.30	24.05
TPS Mechanic	25.31	26.06
TS Mechanic	23.95	24.70
TSS Mechanic	24.62	25.37
TJ Welder	22.67	23.42
TL Welder	23.30	24.05
TJ Autobody	22.67	23.42
TL Autobody	23.30	24.05
Warehousing Series:		
TJ Industrial Warehouse Worker	20.35	21.10
TL Industrial Worker	20.89	21.64
TS Industrial Worker	21.47	22.22
Stock Person II	18.32	19.07
Yard Person	18.32	19.07

Note 1: An employee designated as the "Area Training Operator" will receive a premium of fifty dollars (\$50) biweekly.

Note 2: The following classifications will be deleted when incumbents leave the position pursuant to Clause 12.8 and the position will be reclassified to a Trade Journeyman vacancy which may be filled by apprentices pursuant to Article 29.

- (1) Maintenance Bridge Worker
- (2) Mechanical Helper/Assistant
- (3) Stockperson II

Signing Bonus: effective March 1, 1995, all regular employees shall receive a signing bonus of two hundred dollars (\$200). Effective March 1, 1995, all auxiliary employee shall receive a signing bonus of one hundred and twenty dollars (\$120).

**APPENDIX 3
RATES OF PAY FOR APPRENTICES**

Two-year Apprenticeship Program

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

Three-year Apprenticeship Program

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

Four-year Apprenticeship Program

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

Five-year Apprenticeship Program

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

Pursuant to Article 24.3, the participants in **any** pre-bid meeting may consider the following areas of the Collective Agreement for modifications:

Article 12 - "raining and Service Career Policy

- ▶ Selection **for** Training
- ▶ Filling of Vacancies (for the positions under consideration)
- ▶ Clause 13.4 - Relocation
- ▶ Clause 12.5 - Temporary Foreman Postings

Article 13 - Layoff

- ▶ Notice of Layoff (at completion of project)
- ▶ Reduced options **on** Article 13.2

Article 14 - Hours of Work

- ▶ Modification of straight time hours (subject always to the Employment Standards Act)
- ▶ Increased Rest Periods
- ▶ Meal Period Modifications
- ▶ Days of Rest
- ▶ Scheduling of ETO
- ▶ ~~Shift~~ Rotation
- Cleanup Time
- ▶ Point of Assembly (travel time)
- ▶ Split Shifts
- ▶ Shift Premiums plus or **minus** (time and **money**)
- ▶ Short Notice of Shift Changes (Article 15.3)

Article 16 - Overtime

- ▶ Compensation Levels (provided not less **than** Employment Standards Act)
- ▶ Sharing of **Overtime**
- ▶ ~~Meal~~ Allowance - plus or minus
- ▶ Right to ~~Refuse~~
- ▶ ~~Call~~ out Provisions
- ▶ Rest Intervals

Article 17 - Paid Holidays

- ▶ Modifications subject **to** minimum Employment Standards Act

Article 26 - Employee Equipment and Clothing

- ▶ Protective ~~Clothing~~ plus or minus
- ▶ Safety Equipment - additions **to**
- ▶ Lockers **at** Temporary Point of Assembly
- ▶ **Rates** of Pay - plus or minus
- ▶ Substitution Pay
- ▶ **Pay on** Temporary Assignment
- ▶ Vehicle Allowance - plus or minus
- ▶ Meal Allowance - plus or **minus**
- ▶ Isolation Allowance - plus or **minus**
- ▶ Danger **Pay** and ~~Dirty~~ Money - additions **to**
- ▶ Accommodation, Board and ~~Lodging~~, and relocation expenses
- ▶ **Return** to Regular Point of Assembly
- ▶ Tools
- ▶ Telephone Allowance - additions to
- ▶ Employee Vehicle **Use**

i

Article 31 - Auxiliary Employees

- ▶ **Layoff Notice**
- ▶ **Decline Exemptions (waiver of)**

APPENDIX 5 BOARD, LODGING, AND RELOCATION EXPENSES

Definitions

For the purpose of these regulations:

"*Dependents*" are spouse, dependent children, and anyone for whom the employee claims exemption on Federal Income Tax returns.

"*Headquarters*" is that area within a radius of thirty-two (32) kilometres where employees ordinarily perform their duties.

"*Private dwelling house*" refers to the single family residence of the employee on a reasonable amount of property required to support such a house, owned by the employee and/or spouse, and for which evidence of title can be provided. "House", "*residence*", and "*property*" refer solely to the property occupied as the principal residence of the employee at the time of relocation, including mobile homes.

"*Reasonable amount of property*": Where an employee elects to purchase a dwelling house on a piece of property that would not be considered a "*reasonable amount*", (i.e., hobby farm, etc.) the following formula shall be used to determine the value of the private dwelling house for legal fee reimbursement purposes:

- ▶ value of an average serviced lot in or close to the nearest town;
- ▶ assessed value of actual house on site;
- ▶ total added value in above.

"*Stationary employees*" are employees who occupy positions that require them to:

- ▶ carry out their duties on a day-to-day basis at their headquarters; and/or
- ▶ travel from their headquarters for short periods of time; and/or
- ▶ travel from their headquarters more or less on a continuous basis, but whose assignments are of sufficiently short duration so that temporary headquarters cannot be practically assigned.

"*Travel status*", with respect to an employee, means absence of the employee from the employee's designated headquarters or geographic location on the Employer's business with the approval of the Employer.

PART 1 - BOARD AND LODGING REGULATIONS

*1.1 Travel Status

*Employees who are required to travel away from their permanent headquarters, are entitled to the current rates as follows:

- (a) Meal allowances as outlined in Clause 27.7.
- (b) Accommodation reimbursement.
- (c) Where private accommodation is used they will be entitled to forty (40) dollars per night.

PART 2 - RELOCATION EXPENSES

2.1 Policy

- (a) Relocation expenses will apply to employees who have to move from one headquarters or geographic location to another as a result of exercising rights in Clause 13.2(e).
- (b) To employees entitled to relocation expenses, the Employer will pay travelling, living, and moving expenses on relocation in accordance with the following provisions.

2.2 Travel Expenses on Relocation

(a) *Initial Trip to Seek Accommodation*

The Employer shall grant, with no loss of basis pay, prior to relocation, at a time mutually agreeable to the Employer and the employee, up to five (5) days plus reasonable travel time, to an employee being relocated and shall reimburse the employee for travel expenses for the employee and spouse in accordance with this Agreement. Any time beyond specified time may be charged against the employee's annual vacation credits, however, expenses will not be payable. This leave must be for the specific purpose of locating accommodation, with the intent, in as many instances as possible, that furniture and household effects may be delivered directly to the new residence.

(b) *Travelling Expenses Moving to New Location*

The Employer shall provide reimbursement of travel expenses incurred during relocation for employees and dependents, for the actual travel time, plus accommodation and meals up to seven (7) days at the new location when employees are unable to move into the new accommodation. Such expense allowances will be in accordance with this Agreement.

- ▶ Meals: Adults - full rate; children 12 and under - one-half (1/2) rate.
- ▶ Motel or hotel: On production of receipts. Private lodging at old or new location at current rate.

(c) *Dependent Relocation at Separate Time*

Where dependents of an employee relocate at a time different than the employee, the Employer shall reimburse the employee for his dependent's travel expenses, meals and accommodation incurred while travelling to the new headquarters area. In such cases where the employee remains eligible for benefits pursuant to Section 2.3, the employee will be reimbursed for his dependent's meals at the new location for a period of up to seven (7) days. The allowances will be in accordance with the current rate in this Agreement.

2.3 Living Expenses Upon Relocation at New Location

After the first seven (7) days has expired at the new location and the employee can establish to the satisfaction of the Employer that there is no suitable housing available, then:

(a) the Employer shall pay an employee not accompanied by dependents at the new location, a living allowance of twelve (12) dollars per day up to a maximum of thirty (30) days; or

(b) the Employer shall pay an employee accompanied by dependents at the new location, a living allowance of fifteen (15) dollars and fifty (50) cents per day up to a maximum of sixty (60) days;

(c) where an employee is receiving the payment in (a) above and is later joined by his dependents at the new location and the employee is still eligible for payment under this Section, the payment shall be as in (b) above. However, the maximum period of payment under (a) and (b) shall not exceed sixty (60) days.

2.4 Moving of Household Effects and Chattels

On relocation, the Employer shall arrange and pay for the following:

(a) moving of household effects and chattels up to 8,165 kilograms including any item(s) which the contracted mover will accept as part of a load which includes household appliances and furniture, hobbies, boats, outboard motors, and pianos;

(b) comprehensive insurance to adequately protect the employee's household effects and chattels during the move up to a maximum of twenty-five thousand (25,000) dollars;

(c) where necessary, insured storage up to two (2) months, upon production of receipts.

- (d) the packing and ~~unpacking~~ of the employee's household effects and chattels.
- (e) ~~when an~~ employee is being relocated and opts to move his own household effects and chattels, the employee shall receive one of the following allowances:
- (1) three hundred dollars (\$300) for a move not exceeding a distance of two hundred and forty (240) kilometres;
 - (2) six hundred dollars (~~\$600~~) for a move which exceeds a distance of ~~two~~ hundred forty (240) kilometres;
 - (3) one hundred ~~and~~ twenty-five dollars (**\$125**) where the employee is entitled to receive the ~~amount~~ pursuant to Section 2.7(d);
- (f) Where the employee exercises ~~an~~ option pursuant to (e) above, then the provisions of (a) ~~and~~ (d) above ~~shall~~ not apply.

2.5 Moving of **Mobile Homes**

On relocation, ~~an~~ employee who owns a mobile home may opt to have ~~his~~ mobile home ~~moved~~ by the Employer in either ~~of~~ the following circumstances:

- (a) where ~~an~~ employee's mobile home is moved by the Employer under ~~this~~ Section, then the Employer shall also arrange ~~and~~ pay for the following:
- (1) moving of single wide mobile trailer or home up ~~to~~ the maximum width allowed on ~~the~~ highway with a permit including ~~any~~ skirting, cabana or attachments. Where mobile homes in excess of the above are involved, the Employer will pay:
 - (i) the equivalent ~~cost~~ of moving a single wide mobile trailer or home up ~~to~~ the maximum width allowed on highways with a permit; or
 - (ii) ~~the~~ real estate and legal fees involved in selling the extra wide trailer up to a ~~maximum~~ of thirty-five hundred dollars (\$3,500).
 - (2) comprehensive insurance to adequately protect the employee's household effects, chattels and trailer during the move up to a maximum of twenty-five thousand dollars (~~\$25,000~~);
 - (3) ~~the~~ setting up and levelling of a mobile home or double-wide, ~~at~~ the new location ~~to~~ a ~~maximum~~ of five hundred dollars (~~\$500~~) upon production of receipts;
 - (4) the packing ~~and~~ unpacking of the employee's household effects and chattels if required.
- (b) Where ~~an~~ employee is living in a mobile home ~~and~~ chooses ~~to~~ move the mobile home to the new headquarters area, the employee ~~shall~~ be entitled to reimbursement for costs covered in (a) above, up to a ~~maximum~~ of ~~two~~ thousand dollars (~~\$2,000~~) upon production of receipts.

2.6 Moving of Personal Vehicles Upon Relocation

The Employer shall reimburse employees for the cost of transporting one (1) personal vehicle ~~and~~ one (1) trailer towed by the personal vehicle. The vehicle and trailer, where applicable, may ~~be~~ driven, in which case current vehicle allowance rates ~~for~~ the vehicle only ~~will~~ apply, or, vehicle and trailer, where applicable, may ~~be~~ shipped by rail or boat, in which case the cost ~~of~~ the least expensive ~~method~~ ~~will~~ ~~be~~ paid. In addition, the Employer will pay for any additional ~~transportation~~ charges such as ferry fares for the vehicle ~~and~~ trailer ~~with~~ or ~~without~~ load.

2.7 Incidental Expenses on Relocation

The Employer shall pay to the employee upon relocation only one of the following **amounts**, to cover incidental expenses on relocation, and once the employee **has** claimed one allowance no alternate further claim may be made:

- (a) when **an** employee purchases a private dwelling house in the new location - four hundred and twenty-five dollars (**\$425**);
- (b) when the employee is moving to rental accommodation in the new location - one hundred **and** seventy-five dollars (**\$175**);
- (c) when **an** employee is moving **with** a mobile home - one hundred **and** twenty-five dollars (**\$125**);
- (d) when the employee is moving to room and board - **seventy-five** dollars (**\$75**).

The application for incidental expenses on relocation **must** be made by the employee on the appropriate form within sixty (60) days of the employee's arrival **at the** new location, unless there **is no** available suitable housing, in which case application must be made within **sixty** (60) days of suitable housing becoming available.

2.8 Notice to Employee **Upon** Relocation

It is understood **and** agreed that the Employer will provide employees with reasonable notice of the relocation effective **date** and, wherever possible, at least **one** (1) month's notice shall **be** given. Where less **than** one (1) month's notice is given, **or** the relocation **date** is altered either earlier or later **than** the relocation effective date given which directly results in duplication of rent **costs** to the employee, then **the** Employer agrees to reimburse the employee, **upon** production of **receipts**, for the duplicate rent payments **at** the new location.

2.9 Requested Relocation by Employee

Where **an** employee requests a relocation **from** one headquarters or geographic location to another, all travelling **and** living expenses incurred in such a move are the responsibility of **the** employee.

2.10 Real Estate and Legal Fees

On relocation or within **one** (1) year of the effective date of relocation, **an** employee who purchases **and/or** sells his private dwelling house, will be entitled to claim for the following expenses upon production of receipts:

- (a) reimbursement of fees to **a maximum** of four thousand and five hundred dollars (**\$4,500**) charged by a real estate agency for the **selling** of the employee's private dwelling home in which he resided immediately prior to relocation;
- (b) an employee who has sold his **own** home without the aid of a Realtor shall be entitled to claim seven hundred **and** fifty dollars (**\$750**);
- (c) allowance for legal fees encumbered upon **the** employee because of **the** purchase of **his** private dwelling house in which he lives after relocation will be paid in accordance with the following:
 - (1) one (1) percent of the first forty thousand dollars (**\$40,000**) of the purchase price;
 - (2) one-half (1/2) of **one** (1) percent of **any** amount of the purchase price above forty thousand dollars (**\$40,000**);
 - (3) the total cost **to** the Employer under part (c) shall not exceed eight hundred dollars (**\$800**).
- (d) Where **an** employee purchases a reasonable amount of property, secures a joint mortgage (land and private dwelling) **and** begins construction within **six** (6) months of relocation (i.e., foundation poured), he shall be entitled to reimbursement of legal fees not **to** exceed the **amount** specified in (c) above. In these **circumstances**, the reimbursement **shall** be for one transaction only.

- (e) The employee may only claim legal fee reimbursement in either (c) or (d) above, not both.

**APPENDIX 6
SICK BANK FROM GOVERNMENT SERVICE**

Where the Provincial Government makes it possible to **access** such monies, the Employer hereby agrees that monies due employees for **sick bank** credits earned while in the employ of the Provincial Government of British Columbia will be **accessed** for payout **and** sick leave **as** follows:

- (a) Where **an** employee opts for severance or early retirement he will receive **an amount** equal to **fifty** percent (**50%**) of **accumulated** sick leave credit **on the date** of severance **or early** retirement.
- (b) Where an employee has a **sick bank**, he **may** use such bank to supplement **the** Wage **Indemnity** Plan benefit.

**APPENDIX 7
EXCLUDED PERSONNEL**

The following positions do not form part of the bargaining unit but rather are considered to be part of the excluded management group:

President
Operations Manager
Operations Assistant
Comptroller
Office Manager
Payroll Clerk
Receptionist
Equipment Manager
Mechanical Foreman
Road Superintendent- Kamloops
Senior Road Foreman - Kamloops

The Parties agree that incumbents of the Senior Road Foreman - Kamloops, Equipment Manager and Mechanical Foreman will remain bargaining unit members until the positions are posted pursuant to Clause 12.8

**APPENDIX 8
ARBITRATOR'S 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 (10%) percent 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.

Signature

LETTER OF INTENT 1
SUSPENSION OF DRIVER'S LICENSE

An employee whose **main** function is to operate a vehicle and who is required to hold a valid driver's license **as** a condition of employment is considered to be a professional driver in the same sense **as** a professional doctor or lawyer in that he is by law required to have specialized skills, **abilities and** knowledge to carry **out** the duties and responsibilities of his occupation. This is recognized by the fact that the employee must be licensed to meet a standard of proficiency and competence.

In **this** regard it is considered **to** be the responsibility of **the** employee **to hold and** maintain a valid driver's license in order **to** be employed and continue **to** be employed in any position **requiring** a driver's license.

Driver's **License** Suspensions

(a) Where **an** employee **who** is required to hold a valid driver's license **as** a condition of employment, has his driver's license suspended for one (1) year or **less**:

(1) The employee will **retain** his regular position on the work force and shall be engaged in **non-operator** duties in which he is qualified. He shall be paid at the rate established for the duties engaged in for the period of suspension. In the event such employment does not exist the employee may upon the exhaustion of ETO, CTO and vacation entitlement apply for leave of absence without pay to cover the period involved.

(2) A letter shall be written by the Supervisor **to** the employee advising him/her of his **status during** the period of license suspension. **In** the same letter the employee shall be warned **that any** further license suspensions **will** result in the suspension **from** employment with a recommendation for dismissal.

in cases of driver's license suspensions **on** medical grounds, each case is to be examined on its own merits including referral to the Joint Labour Management Committee. In **determining** any action with regard to the employee concerned, the **recommendations** of the Joint Labour Management Committee must be **taken** into consideration.

(3) **On** the second occurrence of license suspension, **as** indicated above, action shall be taken **to dismiss** the employee for just cause in that he is unable to **perform** the **duties** required by **the** position.

(b) Where **an** employee who is required to hold a valid driver's license as a condition of employment, **has his** driver's license suspended for **more than** one (1) **year**, the employee shall be suspended immediately for just cause. **This** shall be confirmed in writing by the Employer.

(c) In **the** case of an employee **who** is on **his** initial probationary period (new employee), driver's license suspension will result in the recommendation being made for his rejection.

MEMORANDUM OF UNDERSTANDING #1
HOURS OF WORK

1.1 Annual Hours of Work

The annual hours of work, exclusive of meal periods but including paid holidays, will be:

Mechanical Crews: October through March, a thirty-five (35) hour workweek or equivalent average thereof. April through September, a forty (40) hour workweek or equivalent average thereof.

Road Crews: October through March, a thirty-five (35) hour workweek or equivalent average thereof. April through September, a forty (40) hour workweek or equivalent average thereof.

The Parties to this agreement share the goal of establishing a sufficient revenue base to enable the implementation of a forty (40) hour work week on an annual basis. To that end, the Parties agree that a cooperative effort between the Employer and its employees, through the Labour-Management Committee, will be undertaken to identify, pursue and secure additional work activities that would enhance the feasibility of the forty (40) hour work week.

1.2 Table of Recognized Workday

8 hours	5:2	11
10 hours	4:3	11
11 hours 25 minutes	4:4	11
11 hours 25 minutes	3:3	11
8 hours 26 minutes	2:1	11
8 hours 54 minutes	5:2/4:3	11
8 hours 36 minutes	5:2/5:2/4:3	11
Shifts for Road Foremen, may be increased by one-half (1/2) hour per day and will be consistent with the schedule being worked by the workers supervised. Such additional time will accumulate as earned time off and be administered pursuant to Clause 14.10.		

10 hrs	5:2	230	175	75	104	Shut Down	11	--
9 hrs	5:2	250	194	56	104	Shut Down	11	--
9 hrs	5:2	261	194	38	104	Work	--	9
8 hrs	5:2	250	219	31	104	Shut Down	11	--
8 hrs	5:2/4:3	224	219	5	130	Shut Down	11	--
7 hrs 49 min	5:2	250	224	26	104	Shut Down	11	--
7 hrs 49 min	5:2/4:3	224	224	0	130	Shut Down	11	--
7 hrs 30 min	5:2	250	233	17	104	Shut Down	11	--
7 hrs 30 min	5:2/5:2/4:3	233	233	0	121	Shut Down	11	11
7 hrs 30 min	5:2	261	233	18	104	Work	--	10
7 hrs 30 min	5:2/5:2/4:3	234	233	1	121	Work	--	10
7 hrs	5:2	250	250	0	104	Shut Down	11	--
7 hrs	5:2	261	250	0	104	Work	--	11
8 hrs 45 min	4:3	198	200	-2	156 (156-2=154)	Shut Down	11	--
10 hrs	4:3	198	175	23	156	Shut Down	11	--
8 hrs 50 min	4:3	198	198	0	156	Shut Down	11	--
8 hrs 45 min	4:3	209	200	0	156	Work	--	9
10 hrs	1:1	171.5	175	-3.5	182.5 (182.5-3.5=179)	Shut Down	11	--
10 hrs	1:1	182.5	175	0	182.5	Work	--	7.5
7 hrs 30 min	2:1	243	233	0	122	Work	--	10
8 hrs	2:1	243	218	15	122	Work	--	10
8 hrs 30 min	2:1	243	206	28	122	Work	--	9
9 hrs	2:1	243	194	40	122	Work	--	9
9 hrs 30 min	2:1	243	184	51	122	Work	--	8

^a The -2 day shortage or prorated portion thereof must be included in the negotiated schedule. The scheduling of such time to be by mutual agreement.

^{aa} 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 agreement.

Shifts for Road Foremen, may be increased by one-half (1/2) hour per day and will be consistent with the schedule being worked by the workers supervised. Such additional time will accumulate as earned time off and be administered pursuant to Clause 14.10.

**MEMORANDUM OF UNDERSTANDING #2
COOPERATIVE EDUCATION (APPRENTICESHIP)**

The parties agree to the following terms of employment and application of the Collective Agreement concerning Cooperative Education (Apprenticeship) employees:

- (a) *Seniority:* Such employees shall not **earn** seniority pursuant to the Collective Agreement during the period of their apprenticeship. If, however, such employees **are** hired upon completion **of** the training phase (**two** years), the parties shall meet to determine a fair seniority credit for **work** performed which will not adversely impact on seniority rights of the other employees currently employed.
- (b) *Benefits:* Such employees **shall** be entitled to the current hourly payment in lieu of benefits.
- (c) *Working Conditions:* The provisions of the Collective Agreement governing working conditions shall apply to such employees but such employment is intended to **be** part of a training/education program **and, as** such, is administered by the Employer. **The** Employer will not hire or terminate such employees indiscriminately. Such employees shall be entitled to access the grievance process only in matters of working conditions and the matters addressed in this Memorandum.
- (d) *Rates of Pay:* Rates of pay shall be pursuant to the schedule applicable to apprentices; first-year rates are those applicable during the first year of the cooperative training of the employee; the second-year rates are those applicable during the second **year**, etcetera.
- (e) *Bargaining Unit/Union Membership/Union Dues:* Such employees work within the bargaining unit but **do not displace** existing employees. **nor** shall such employees **be** maintained in employment if bargaining unit employees who are qualified (same or reasonably similar qualifications) are laid off. Such employees shall not be required to become members of the Union, nor pay Union **dues**, but **this** may not be construed as allowing another bargaining agent to represent same. If such employees are hired or retained upon completion of the two (**2**) year program, the employees shall become full members of the **bargaining** unit **and** the terms **and** conditions of the Collective Agreement **shall** apply, including Union membership, **Union** dues, etcetera. Preference will **be** given to hiring existing employees who participate in the training **program**.
- (f) *Scope of Memorandum:* Matters not addressed directly or clearly in **this** Memorandum shall not be residual rights of the Employer, but matters subject to negotiation between the parties.

**MEMORANDUM OF UNDERSTANDING #3
CLOTHING AND EQUIPMENT**

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 to its employees:
- (1) individual plant issue coveralls to employees in the following classification series as follows:
 - ▶ Mechanical..... five (5) pairs.
 - ▶ Machine Operator..... two (2) pairs.
 - ▶ Bridgeworkers..... two (2) pairs.
 - (2) Individual issue welder's leather ~~jackets~~ and aprons where appropriate.
 - (3) Plant issue rubber boots, aprons, gloves, **and** goggles where appropriate when employees are cleaning or washing machinery or equipment.
 - (4) Work gloves where the handling of materials is likely to puncture, abrade, or irritate **the hands of arms**.
 - (5) ~~Stocks~~, aprons, and laboratory coats where the employee's clothes may be soiled due to the work situation.
 - (6) Where work is **to** be performed in inclement weather, **the** necessary rainwear, parkas, and gloves shall also **be** made available.

It shall be the Employer's responsibility **to** clean and maintain all the above items.

1.2 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 the following safety equipment is required by the Workers' Compensation Board, it will be issued on an individual basis:

- ▶ Hard hats **and** liners where required;
- ▶ Safety gloves;
- ▶ Safety or welding goggles and helmets;
- ▶ Respirators;
- ▶ Protective hearing devices;
- Winter **and** summer chainsaw pants.

**MEMORANDUM OF UNDERSTANDING #4
OTHER PREMIUMS AND ALLOWANCES**

Tool Allowance: Effective September 1, 1995, all regular employees of the Mechanical Maintenance Series, excluding Mechanical Helper and Mechanical Assistant, will be eligible for a tool allowance of two hundred dollars (\$200) on pre-approved and receipted tool purchases. This amount will increase to four hundred dollars (\$400) and paid annually on September 1 thereafter.

Boot Allowance: Seventy-five dollars (\$75) to all regular employees on December 1 of each year subject to proof of purchase or repairs.

**MEMORANDUM OF UNDERSTANDING #5
SENIORITY BLOCKS**

Each of the following areas will be a separate seniority block for the purposes of this Agreement.

Barriere
Birch Island
Kamloops
Savona

**MEMORANDUM OF AGREEMENT NO. 1
PRE-LAYOFF CANVASS**

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 Memorandum of Understanding #5, canvass any employee or group of employees ~~to~~ invite:
 - (a) placement ~~into~~ a vacant regular position within the seniority ~~block~~ or other;
 - (b) resignation with severance ~~as~~ provided for in Clause 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 from employees will be received for consideration.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

John T. Shields, President

Joe Gardner, President

Larry Strohmaier, Bargaining Committee

Tom Bone, Operations Manager

I Rutsatz, Bargaining it

Dale Schneider, Bargaining Committee

Jeff Fox, Staff Representative

Signed this _____ day of _____, 1995.

**MEMORANDUM OF AGREEMENT NO. 2
SUMMER WEEKEND WORK**

The purpose of this Memorandum is to address the issue of remuneration for work performed on weekends during the summer (non-winter **shift**) period.

There are two **(2)** types of work intended to be covered by **this** Memorandum. First is work which is mandated by the Employer's contract with the Provincial Government which is required to be performed on weekends (00:01 hours Saturday to 24:00 hours Sunday). Specifically, **an** example of the type of work to be remunerated with a one dollar and fifty cent (\$1.50) per hour premium is road patrol shifts. This is in addition to any other premiums due. Sign-up for such work will be via the **same** system used for winter **shift**. **This** Agreement in no way interferes with the obligations of Clause 14.2 of **the** Collective Agreement.

The second **type** of work is best described by the example of "grader **shifts**". Where employees are presented with a clear option of working afternoon weekday **shifts** versus weekend **shifts** and through no other compulsion elect the weekend **shifts**, a one dollar (\$1.00) per hour shift premium will be payable (in addition to **any** others due). Again, sign-up for such work will be via the **same** system used for winter shift. Obligations pursuant to Clause **14.2** of the Collective Agreement apply.

Where such weekend work is required by the Employer and no reasonable alternative options are provided, the remuneration will be via the one dollar and fifty cent **(\$1.50)** per hour premium. In the event that more than one **(1) worker** in the seniority block is required to work weekend **shifts** due to safety obligations, the remuneration for all such **workers** will be the **one** dollar and fifty-cent **(\$1.50)** per hour premium.

The Employer will not propose afternoon or night shifts for other than bona fide reasons or to compel employees to elect summer weekend shifts.

The impact of **this** Memorandum is that the "*hours of operation*" addressed in Clause **14.2(a)** may encompass seven **(7)** days per week and twenty-four (24) **hours** per day.

The term of this Memorandum coincides with that of the current Collective Agreement.

**SIGNED ON BEHALF OF
THE UNION**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

John . Shields President

Joe rd President

Larry Strohmaier, Bargaining Committee

Tom Bone, Operations Manager

Buster Rutsatz, Bargaining Committee

Dale Schneider, Bargaining Committee

Jeff Fox, Staff Representative

Signed this _____ day of _____, 1995.

MEMORANDUM OF AGREEMENT NO. 3
JOINT HEALTH AND WELFARE BENEFITS PLAN

The Employer agrees to ~~work~~ with the ~~Union~~ to establish a joint health and welfare plan that will establish benefits at least equal to those within ~~this~~ agreement at ~~an~~ equal or reduced ~~costs~~. In addition, the Parties will identify methods of improving the cost efficiency of the current benefit plans.

To this end, the Parties ~~shall meet~~ within five (5) ~~months~~ of ratification to initiate discussions.

SIGNED ON BEHALF OF
THE UNION

SIGNED ON BEHALF OF
THE EMPLOYER:

John T. Shields, President

Joe Gardner, President

~~Larry~~ Strohmaier, Bargaining Committee

Tom Bone, ~~hp~~ Manager

Buster Rutsatz, Bargaining Committee

~~Dale~~ Schneider, Bargaining Committee

Jeff ~~Fox~~, Staff Representative

Signed this _____ day of _____, 1995.

**MEMORANDUM OF AGREEMENT NO. 4
BARRIERE FOREMAN VEHICLE USE**

The Parties agree that the Road Foreman in the Barriere yard will be entitled to use the Employer's vehicle, at the Employer's expense, to commute to and from his place of domicile in Kamloops, until such time that the incumbent vacates his position pursuant to Clause 12.8.

**SIGNED ON BEHALF OF
THE UNION**

**SIGNED ON BEHALF OF
THE EMPLOYER**

Joe Gardner, President

Joe Gardner, President

Buster Rutsatz, Bargaining Committee

Tom Bone, Operations Manager

Dale Schneider, Bargaining Committee

Jeff Fox, Staff Representative

Jeff Fox, Staff Representative

Signed this _____ day of _____, 19 ____.

MEMORANDUM OF AGREEMENT NO. 5
MECHANICAL LEADHAND - SATELLITE SHOP (BIRCH ISLAND/BARRIERE)

It is agreed by the Parties to this Agreement that the TL Mechanic at Barriere and Birch Island may be assigned to perform work within the Machine Operator series under the direction of the Road Foreman. Assignment to the Machine Operator work group will only occur where no work is available within the Mechanical series on equipment that would normally be serviced by the TL Mechanic. When assigned to the Machine Operator series, the TL Mechanic shall be considered as working outside of his work group.

SIGNED ON BEHALF OF
THE UNION

SIGNED ON BEHALF OF
THE EMPLOYER:

John T. Shields, President

Joe Gardner, President

Larry Strohmaier, Bargaining Committee

Tom Bone, Operations Manager

Buster Rutsatz, Bargaining Committee

Dale Schneider, Bargaining Committee

ff Fox, ff R, tati

Signed this _____ day of _____, 19 ____.

96