

**COLLECTIVE AGREEMENT**

**between**

**MAINROAD CONTRACTING LTD.  
Contract Area 06**

**and the**

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

**Effective to July 31, 1997**

*60215 1010-047*

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## DEFINITIONS

for the purpose of this Agreement:

(1) "**bargaining unit**" - means all employees of Mainroad Contracting Ltd., except those excluded by the Act and those mutually agreed-to;

(2) "**basic pay**" - means the rate of pay negotiated by the Parties to this Agreement, including add-to-pay resulting from salary protection;

(3) "**continuous employment**" or "**continuous service**" - means uninterrupted employment with Mainroad Contracting Ltd. and includes all previous service with the Province of B.C. for those employees who transferred to Mainroad Contracting Ltd. on November 1, 1988;

(4) "**day of rest**" - in relation to an employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties of his/her position. This does not include employees on a leave of absence;

(5) "**demotion**" - means a change from an employee's position to one with a lower maximum salary;

(6) "**employee**" - means a member of the bargaining unit and includes:

(a) "**regular employee**" - meaning an employee who is employed for work which is of a continuous full-time or continuous part-time nature;

(b) "**auxiliary employee**" - meaning an employee who is employed for work which is not of a continuous nature such as:

1. seasonal positions;

2. positions created to carry out special projects or work which is not continuous;

3. temporary positions created to cover employees on vacation, short term disability leave, education leave, compassionate leave, or other leave;

4. temporary positions created by special programs such as the summer student employment program, winter works programs for the unemployed, emergencies such as floods or other special temporary programs;

"**employee**" does not include:

(a) incumbents of managerial or confidential positions mutually excluded by the Parties to this Agreement;

(7) "**Employer**" - means Mainroad Contracting Ltd.;

(8) "**field status**" - employees who are normally required to work away from their point of assembly and who, on a day-to-day basis, do not work in an office, institution, plant, or other similar fixed location which is their normal point of assembly;

(9) "**headquarters or geographic location**" - is that area within a radius of thirty-two (32) kilometres of where an employee ordinarily performs his/her duties. Within the Greater Vancouver Regional District geographic location for relocation purposes is that area within a radius of sixteen (16) kilometres of where an employee ordinarily performs his/her duties. When employees are relocated the headquarters area may be redefined where exceptional circumstances such as unusual road conditions exist;

(10) "**holiday**" - means the 24-hour period commencing at 0001 hours of a day designated as a paid holiday in this Agreement;

(11) "**hours of operation**" - are the hours established by the Employer to provide adequate service to the public and to fulfil the functions of the work unit;

(12) "**hours travelled**" - means hours spent travelling from point to point on an hourly or daily basis laid down by the Employer and does not include meal breaks, lodging time, or time spent other than travelling;

(13) "**lateral transfer**" or "**transfer**" - refers to the movement of an employee from one position to another which does not constitute a demotion or promotion;

(14) "**layoff**" - includes a cessation of employment, or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, a reorganization, program termination, closure or other material change in organization, and where should work become available, employees will be recalled in accordance with Article 13 or 31;

(15) "**leave of absence with pay**" - means to be absent from duty with permission and with pay;

(16) "**leave of absence without pay**" - means to be absent from duty with permission but without pay;

(17) "**probation**" means:

(a) for a regular employee, the first six (6) months of the initial appointment and/or the first ninety (90) days on promotion;

(b) for an auxiliary employee, means the first nine hundred and seventy-eight (978) hours of work;

Notwithstanding the above, no employee who transferred to Mainroad Contracting Ltd. on November 1, 1988 shall be subject to probation on their initial appointment;

(18) "**promotion**" - means a change from an employee's position to one with a higher maximum salary level;

(19) "**relocation**" - refers to the movement of an employee from one geographic location to another;

(20) "**resignation**" - means a voluntary notice by the employee that he/she is terminating his/her service on the date specified;

(21) "**rest period**" - is a paid interval which is included in the work day and is intended to give the employee an opportunity to have refreshments or a rest;

(22) "**seasonal field employees**" - are those employees who occupy positions which permit them to be normally domiciled at their permanent

headquarters but who are assigned field duties on a seasonal basis, returning to their permanent headquarters when not working in the field;

(23) "**shift**" - means the period of scheduled straight-time working hours on a scheduled work day where the hours scheduled are consecutive except for the meal period;

(24) "**technological change**" means:

(a) the introduction by the Employer into its work, undertaking, or business or equipment of a different nature or kind than that previously used by the Employer in that work, undertaking, or business, or

(b) a change in the manner, method or procedure in which the Employer carries on its work, undertaking, or business that is directly related to the introduction of that equipment or material, that significantly decreases the number of employees, but does not include normal layoffs resulting from a decrease in the amount of work to be done.

(25) "**termination**" - is the separation of an employee from Mainroad Contracting Ltd. for cause pursuant to Articles 10, 11 or 30;

(26) "**travel status**" - with respect to an employee means absence of the employee from his/her headquarters or geographic location on the Employer's business with the approval of the Employer, but travel status does not apply to employees temporarily assigned to a position outside of their headquarters or geographic location or to field status employees;

(27) "**Union**" - means the B.C. Government and Service Employees' Union;

(28) "**work day**" - 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;

(29) "**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 defined by the Employer;

(30) "**work schedule**" - means the roster of work hours and days to meet the annual hours of work.

## **ARTICLE 1 - PREAMBLE**

### **1.1 Purpose of Agreement**

- (a) The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union.
- (b) 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 of road and bridge maintenance in which members of the bargaining unit are employed.
- (c) The Employer recognizes the benefit to be derived from a work environment free from harassment where the conduct and/or language of all employees meets the acceptable social standard of the workplace. The Employer agrees to maintain such an environment.

### **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 for the provision so rendered null and void or materially altered.

### **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.

### **1.4 Singular and Plural**

Wherever the singular is used in this Agreement the same shall be construed as meaning the plural if the context requires unless otherwise specifically stated.

### **1.5 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 subject to the provisions of Article 1.2.

### **1.6 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) calendar days of the alleged occurrence. Such Management or his/her designate shall investigate the allegation, take steps to resolve the concern as appropriate within thirty (30) calendar days of the issue being raised by the employee and will discuss the proposed resolution with the employee. An employee shall have the right to have a steward present during these discussions.

- (c) If the proposed resolution is unacceptable to the employee, the employee may proceed with a grievance to be filed at Step 2 of the grievance procedure.
- (d) The Employer may discipline any employee whose allegation of harassment is found to be frivolous in nature. Such action shall only be for just cause and may be grieved.

## **ARTICLE 2 - UNION RECOGNITION AND RIGHTS**

### **2.1 Bargaining Unit Defined**

- (a) The bargaining unit shall comprise all employees as defined in this Agreement except those employees in positions mutually agreed-to between the Parties as managerial and (or) confidential exclusions. The Parties to this Agreement acknowledge the difficulty in establishing a service-wide policy for determining managerial and (or) confidential exclusions. The Parties further agree that cognizance shall be given to the type of organization and to the degree to which employees, at varying levels, are involved either in the formation of Employer policy or in the process of employer-employee relations.
- (b) The guidelines to be considered in negotiating exclusions shall be:
  - (1) position incumbents employed for the primary purpose of exercising senior management functions;
  - (2) position incumbents employed in a confidential capacity in matters relating to labour relations;
  - (3) a sufficient number of position incumbents to represent management in matters relating to labour relations taking into account both operational and geographical considerations.
- (c) Incumbents of new positions established by the Employer shall automatically be included in the bargaining unit unless specifically excluded by mutual agreement.

### **2.2 Bargaining Agent Recognition**

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees to whom the certification issued by the Labour Relations Board on March 8, 1974, as amended on January 19, 1989 applies.

### **2.3 Correspondence**

- (a) The Employer agrees that all correspondence between the Employer and the Union related to matters covered by this Agreement shall be sent to the President of the Union or his/her designate.
- (b) The Employer agrees that a copy of any correspondence between the Employer and any employee in the bargaining unit covered by this Agreement pertaining to the interpretation or application of any Clause in this Agreement as it applies to that employee, shall be forwarded to the President of the Union or his/her 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 and Rights of Stewards

- (a) The Employer recognizes the Union's right to select stewards to represent employees. The Employer and the Union will agree on the number of stewards, taking into account both operational and geographic considerations.
- (b) The Union agrees to provide the Employer with a list of the employees designated as stewards for each jurisdictional area.
- (c) A steward, or his/her alternate, shall obtain the permission of his/her immediate supervisor before leaving his/her work to perform his/her duties as a steward. Leave for this purpose shall be with pay. Such permission shall not be unreasonably withheld. On resuming his/her normal duties, the steward shall notify his/her supervisor.
- (d) The duties of stewards shall 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 ratification votes;
  - (4) attending meetings at the request of the Employer.
- (e) 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 clause 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 Bulletin Boards

The Employer shall provide bulletin board facilities for the exclusive use of the Union, the sites to be determined by mutual agreement at the point of assembly. The use of such bulletin board facilities shall be restricted to the business affairs of the Union.

#### 2.8 Union Insignia



- (a) A union member shall have the right to wear or display the recognized insignia of the Union. The Union agrees to furnish to the Employer at least one union shop card, for each of the Employer's places of operation covered by this Agreement, to be displayed on the premises. Such card will remain the property of the Union and shall be surrendered upon demand.
- (b) The recognized insignia of the Union shall include the designation "bcgeu". This designation shall, at the employee's option, be placed on stenography typed by a member of the Union. This designation shall be placed below the signatory initials on typewritten correspondence.
- (c) Pursuant to Clause 2.8 of this Agreement, 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 to be absent without pay. Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

#### 2.10 Time Off for Union Business

- (a) *Without Pay* - leave of absence without pay and without loss of seniority will be granted:
  - (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
  - (2) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their general work area;
  - (3) for employees who are representatives of the Union on a bargaining committee to attend meetings of the bargaining committee;
  - (4) to employees called by the Union to appear as witnesses before an arbitration board, or the Labour Relations Board or its successors;
  - (5) to employees designated to sit as an observer on a selection panel in accordance with Clause 12.10.
- (b) *With Pay* - leave of absence with basic pay and without loss of seniority will be granted to three (3) employees who are representatives of the Union on the Union's bargaining committee to carry on negotiations with the Employer.
- (c) To facilitate the administration of this clause when leave without pay is granted, the leave shall be given with basic pay, substitution pay where applicable, and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred. Leave of absence granted under this clause shall include sufficient travel time. The Union shall provide the Employer with reasonable notice prior to the commencement of leave under this clause. It is understood that employees granted leave of absence pursuant to this clause shall receive their current rates of pay while on leave of absence with pay. The Employer agrees that any of the above leaves of absences shall not be unreasonably withheld.

#### 2.11 Emergency Services

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

provide services of an emergency nature.

### 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 continued employment, maintain such membership.
- (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 thirty (30) days as an employee.
- (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

- (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 any employee who is a member of the Union any assessments levied in accordance with the Union constitution and (or) 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 as 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

If the systems are not compatible or cannot be made compatible by the Union or should they ever become not compatible, the past practice of remittance shall continue.

- (e) Before the Employer is obliged to deduct any amount under (a) 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. Such receipts shall be provided to the employees prior to March 1 of the succeeding 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/her 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/her 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 thirty (30) 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'S RIGHTS**

The Union acknowledges that the management and directing of employees in the bargaining unit is retained by the Employer, except as this Agreement otherwise specifies.

#### **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 Union Bargaining Committees**

A Union Master Bargaining Committee shall be elected and consist of three (3) employees. The Union shall have the right at any time to have the assistance of members and the staff of the Union when negotiating with the Employer.

##### **7.3 Union Representatives**

(a) The Employer agrees that access to its premises will be granted to members and the staff of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance.

(b) Members of Union staff shall notify the excluded designated supervisory official in advance of their intention and their purpose for entering and shall

not interfere with the operation of the Employer.

(c) In order to facilitate the orderly, as well as the confidential, investigation of grievances, the Employer will make available to union representatives or stewards temporary use of an office or similar facility.

(d) The Employer agrees that access to its premises will be granted to Local Chairpersons and members of the Provincial Executive. Notification shall be given to the excluded designated supervisory official in advance of the intention and purpose for entering the Employer's premises and such access shall not interfere with the operations of the Employer.

(e) Notwithstanding Article 7.3(d), the Employer agrees that access to its premises will be extended to persons designated by the Company President upon reasonable notice to the Company President or his designate of their intention and purpose for entering the Employer's premises and such access shall not interfere with the operations of the Employer.

#### 7.4 Technical Information

The Employer agrees to provide to the Union such information that is available relating to employees in the bargaining unit, as may be required by the Union for collective bargaining purposes.

#### 7.5 Policy Meetings

The Employer and the Union recognize the importance and necessity of the principals to this Agreement meeting regularly to discuss problems which may arise from time to time.

### **ARTICLE 8 - GRIEVANCES**

#### 8.1 Grievances

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

#### 8.2 Step 1

Every effort shall be made by an employee and his/her immediate supervisor to resolve the issue verbally. An employee shall have the right to have his/her steward present at such a discussion. If unresolved, an employee may, within twenty-one (21) calendar days of first becoming aware of the action or circumstance giving rise to the grievance, submit a grievance in writing to the Employer's designate. The Employer's designate will sign and date the grievance form to confirm receipt.

### 8.3 Step 2

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

### 8.4 Time Limit to Submit to Arbitration

Failing satisfactory settlement at Step 2, the Union's Area Staff Representative may submit the grievance to arbitration within twenty-one (21) calendar days of the date of receipt of the Employer's Step 2 reply or of the date it was due. The Union's Area Staff Representative may:

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

### 8.5 Policy Grievances

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

### 8.6 Time Limits

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

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

### 8.7 Administrative Provisions

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

### 8.8 Technical Objections

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

#### 8.9 Deviation from Grievance Procedure

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

### **ARTICLE 9 - ARBITRATION**

#### 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
- ☐ Ken Albertini
- ☐ Stephen Kelleher
- ☐ Colin Taylor
- ☐ Nancy Morrison
- ☐ David McPhillips
- ☐ Vince Ready

The arbitrator shall be selected on a rotational basis in the above order, provided he/she is available to convene a hearing within thirty (30) 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 4; 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 cancelling 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 Dismissal**

The Company President or his designate may dismiss any employee for just cause. Notice of dismissal shall be in writing and shall set forth the reasons for dismissal.

##### **10.3 Suspension**

The Company President or his designate may suspend an employee for just cause. Notice of suspension shall be in writing and shall set forth the reasons for the suspension.

##### **10.4 Dismissal and Suspension Grievance**

All dismissals and suspensions will be subject to formal grievance procedure under Article 8. A copy of the written notice of dismissal or suspension shall be forwarded to the President of the Union within five (5) days of the action being taken.

Grievances arising from a dismissal shall be filed at arbitration pursuant to Clause 8.4 within twenty-one (21) calendar days of the dismissal.

##### **10.5 Right to Grieve Other Disciplinary Action**

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports or employee appraisals. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record. Upon the employee's request any such document, other than formal employee appraisals, shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued provided there has not been a further infraction. 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.

##### **10.6 Employee Appraisal Forms**

Where a formal appraisal of an employee's performance is carried out, the employee shall be given sufficient opportunity to read and review the appraisal. Provision shall be made on the employee appraisal form for an employee to sign it. The form shall provide for the employee's signature in two (2) places, one indicating that the employee has read and accepts the appraisal, and the other indicating that the employee disagrees with the appraisal. The employee shall sign in one of the places provided. No employee may initiate a grievance regarding the contents of an employee appraisal unless the employee has signed in the space indicating disagreement with the appraisal. An employee shall, upon request, receive a copy of the employee appraisal at time of signing. An employee appraisal shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance



procedure of this Agreement.

#### 10.7 Personnel File

An employee, or the President of the Union or his/her designate with the written authority of the employee, shall be entitled to review the employee's personnel file(s), both paper and, if applicable, electronic, in the office in which the file is normally kept, in order to facilitate the investigation of a grievance. The employee or the Union President, as the case may be, shall give the Employer adequate notice prior to having access to such file(s).

#### 10.8 Right to Have Steward Present

(a) An employee shall have the right to have his/her steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact his/her steward, providing that this does not result in an undue delay of the appropriate action being taken. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

(b) A steward shall have the right to consult with a staff representative of the Union and to have a local union representative present at any discussion with supervisory personnel which the steward believes might be the basis of disciplinary action against the steward, providing that this does not result in an undue delay of the appropriate action being taken.

#### 10.9 Rejection During Probation

(a) The Company President or his designate may reject any probationary employee for just cause. A rejection during probation shall not be considered a dismissal for the purpose of Clause 10.4. The test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment in the position to which he/she has been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.

(b) Where an employee feels he/she has been aggrieved by the decision of the Employer to reject the employee during the probationary period, he/she may appeal the decision to the Company President or his designate within thirty (30) days of receiving the notice of rejection. The Company President or his designate shall respond in writing to the appeal within fifteen (15) days of having received the appeal. Failing satisfactory settlement of the matter, the Union President or his/her designate may submit the matter to arbitration in accordance with Article 9, within thirty (30) days of the date the reply from the Deputy Minister was received or was due.

(c) The time limits fixed in this appeal procedure may be altered by mutual consent, but the same must be in writing.

#### 10.10 Abandonment of Position

An employee who fails to report for duty for ten (10) consecutive work days without informing the Employer of the reason for his/her absence will be presumed to have abandoned his/her position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not having informed the Employer.

## **ARTICLE 11 - SENIORITY**

### **11.1 Seniority Defined**

For the purpose of this Agreement service seniority shall mean the length of continuous service as a regular employee with the Employer. For those employees who transferred to this Employer from the Public Service of B.C. on November 1, 1988, all previous seniority as a regular employees shall be credited. Service seniority for part-time employees shall be prorated on the basis of one (1) year's service seniority for every 1957 hours completed.

### **11.2 Seniority List**

A current service seniority list for regular employees as of December 31st will be provided by the Employer to the President of the Union on or before March 31st of the following year.

### **11.3 Loss of Seniority**

(a) A regular employee on leave of absence without pay, other than leave of absence for an elected or appointed position in the Union, or leave granted under Article 21, shall not accrue seniority for leave periods over thirty (30) calendar days.

(b) A regular employee on a claim recognized by the Workers' Compensation Board shall be credited with service seniority equivalent to what he/she would have earned had he/she not been absent and had been able to work.

(c) A regular employee who is on leave of absence without pay in an elected or appointed position of the Union shall continue to accrue seniority without benefits during the leave period, provided that, upon returning, the employee shall accept the first available position in his/her original classification at the work location nearest his/her residence.

(d) An employee shall lose his/her seniority as a regular employee in the event that:

(1) he/she is discharged for just cause;

(2) subject to Clause 11.4, he/she voluntarily terminates his/her employment or abandons his/her position;

(3) he/she is on layoff for more than one (1) year; or

(4) he/she becomes an auxiliary employee.

(5) accepts a position with the Employer which is outside the bargaining unit, except for temporary appointments for less than sixty (60) working days. This period may be extended by mutual agreement between the Parties. During this period an employee will continue to pay Union dues at his/her old rate and remain a member of the bargaining unit.

### **11.4 Re-employment**

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

#### 11.5 Bridging of Service

If a regular employee terminates after August 1, 1979, as a result of a decision to raise a dependent child or dependent children, and is re-employed, upon application he/she shall be credited with length of service accumulated at time of termination for the purposes of benefits based on service seniority. The following conditions shall apply:

- (a) the employee must have been a regular employee with at least three (3) years of service seniority at time of termination;
- (b) the resignation must indicate the reason for termination;
- (c) the break in service shall be for no longer than six (6) years; and during that time the employee must not have been engaged in remunerative employment for more than six (6) months excepting employment with this Employer as an auxiliary;
- (d) the previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

### **ARTICLE 12 - SERVICE CAREER POLICY**

#### 12.1 Posting Regular Vacancies

When a vacancy for a regular position occurs and is required to be filled pursuant to Clause 12.8, the Employer will post the position for seven (7) calendar days in the following sequence:

- (a) within the seniority block
- (b) within the bargaining unit
- (c) within the bargaining units of any related road and bridge maintenance companies.

#### 12.2 Filling Regular Vacancies

- (a) At each level of posting as per Clause 12.1, for regular vacancies other than TS, TSS, TPS and Foreman classifications, the Employer shall offer the position to employees in the following sequence:
  - (1) senior qualified regular in the classification series
  - (2) senior qualified regular in another classification series
  - (3) senior qualified auxiliary.
- (b) Vacancies in the TS, TSS, TPS and Foreman classification will be filled on the basis of the knowledge, skills, and 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 Rehabilitation Committee

It is the intent of both Parties to encourage and facilitate the early return to gainful employment of employees who have been ill or injured. To this end, a Rehabilitation Committee will be established as follows:

- (a) The Committee shall consist of three (3) members, one (1) appointed by the Employer, one (1) appointed by the Union and a mutually agreed upon Chairperson. A Secretary shall be appointed to assist in the administration of the Committee.
- (b) The Committee shall review cases of regular employees who have completed their initial probationary period and are no longer capable of performing the duties of their own occupation due to illness or injury. Such employees shall make application for rehabilitation pursuant to Appendix 2, Part IV.
- (c) The Committee shall also review cases of all employees who have become incapacitated through industrial injury or illness. Following the review of such cases the Committee, taking into account the best interests of the employee and the Employer, shall make recommendations to the Company President.
- (d) The Committee shall also review cases of regular employees who have completed their initial probationary period who request a transfer on compassionate grounds. Following the review of such cases, the Committee, taking into account the best interests of the employee and the Employer, shall make recommendations to the Company President.
- (e) Where the Committee is unable to decide upon recommendations for a particular case, the matter shall be referred to the Bargaining Principals for final disposition.
- (f) The Rehabilitation Committee shall meet during working hours within fourteen (14) days of an application, and leave without loss of pay shall be granted to Committee members. Minutes of all meetings shall be taken by the Secretary and copies shall be provided to the Employer and the Union.
- (g) Members of the Committee are committed to maintain confidentiality of medical and other information received in their capacity as Committee members.

### 12.6 Transfers Without Posting

- (a) Lateral transfers or voluntary demotions may be granted, without posting for:

- (1) compassionate or medical grounds to regular employees who have completed their probationary period;
- (2) all employees who have become incapacitated by industrial injury or industrial illness.

(b) In such cases the Rehabilitation Committee established in Clause 12.5 shall consider any applications or requests presented to the Committee. Each request for special consideration shall be judged solely on its merit.

#### **12.7 Interview Expenses**

An employee applicant for a posted position who is not on leave of absence without pay and who has been called for a panel interview shall be granted leave of absence with basic pay, and substitution pay where applicable, and shall have his/her authorized expenses paid. An employee granted leave under this Clause shall notify his/her supervisor as soon as he/she is notified of his/her requirement to appear for an interview.

#### **12.8 Filling of Regular Vacancies**

(a) The Employer shall fill regular vacancies within the core group of the bargaining unit, 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.

(c) Should there be a restructuring of the Employers' operations pursuant to Clause 13.4, the Parties agree that the obligation to fill regular vacancies affected by any adjustments will be reviewed by the Joint Labour Management Committee. In the event an agreement cannot be reached an arbitrator will be selected from the list in this agreement to make a binding decision.

(d) The next Machine Operator 3 (OPB) vacancy to arise within the Cloverdale seniority block shall be posted, filled and then the position and incumbent will be relocated permanently to the Port Coquitlam seniority block.

#### **12.9 Trial Period**

Where a bargaining unit employee is promoted, he will be placed on trial for a ninety (90) 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.

#### **12.10 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.

#### **12.11 Career Development**

Both Parties recognize the need to provide employees in classifications covered by this Agreement with opportunities to improve their qualifications in order to prepare for promotional advancement; to upgrade their skills required as a result of technological change, new methods and/or new procedures; and to qualify for new positions being planned.

#### **12.12 On-the-Job Operator Training**

Operator training will be offered to all employees within the work group on all classes of equipment on the basis of service seniority within the work group.

- (a) Employees designated for formal "on-the-job" operator training shall be so designated in writing by the Employer.
- (b) Where employees are designated for formal "on-the-job" operator training and where successful attainment of a recognized level of operating proficiency could result in qualification for a higher classification, the employee's progress toward the recognized level of proficiency shall be reviewed by his/her training operator, supervisor and mechanical foreman and a recommendation will be made to the local manager or the appropriate designated authority within twenty (20) working days until the required level of proficiency has been reached. If after 120 working days the employee has not reached the required level of proficiency, he/she will be recommended for further training or will revert to his/her former position.
- (c) An employee may be rejected from the training programme on or after twenty (20) working days for reasonable cause. An employee shall be informed in writing of the reasons for such rejection and such rejection shall be subject to the grievance procedure.
- (d) Employees operating equipment at a higher level shall be paid substitution pay in accordance with Article 27.4 unless they are under supervision for formal "on-the-job" operator training.

#### **12.13 Training Courses**

Candidates for any training program will be selected on the basis of service seniority within a work group. In the case of employees who have unsuccessfully taken the same course in the preceding two (2) years, selection will be made on the basis of all other qualified candidates having first exercised their option for such training.

#### **12.14 Time to Participate in Courses**

Where workloads permit, employees may be granted reasonable time during the regular work day to complete the Highway's Technology Training Course or replacement which is approved as part of a recognized training program. The Parties recognize, however, that the employees who avail themselves of the provisions of this article have a responsibility to devote some of their own time to prepare themselves for examinations and to complete courses.

#### **12.15 Education and Training**

Pursuant to Article 20.8(b) of this Agreement, the Union and the Employer agree that the Joint Labour/Management Committee will make recommendations to the Employer on:

- (a) in-service training needs, programmes and training assistance,

- (b) training programmes for employees affected by technological change, affected by new methods of operation and/or wishing to improve their qualifications in order to prepare for promotional advancement for new positions being planned.

**12.16 Training Assistance**

- (a) Employees shall be reimbursed for one hundred percent (100%) of the tuition for job-related courses approved by the Employer.
- (b) Tuition fees for approved courses which lead to a diploma or a degree shall be reimbursed in the amount of seventy-five percent (75%).
- (c) The Parties agree that policy in effect prior to March 17, 1977 between the Government of B.C. and the BCGEU on reimbursement for less than one hundred percent (100%) will continue. The Joint Labour/Management Committee shall review the policy on these exceptions.
- (d) Termination of employment will nullify any obligation of assistance by the Employer.

**12.17 Conferences and Seminars**

- (a) Where practical, employees may be permitted to attend conferences and seminars of a specialized nature in their respective fields at Employer expense. Upon return from such conferences or seminars, the employee may be required to submit a report to the Employer.
- (b) Where an employee is, or will be, required to operate technical equipment or use new methods during the course of her duties and where seminars, demonstrations, or conferences are held pertaining to such technical equipment or new methods, the employee may attend such demonstrations, conferences or seminars upon approval, by the Employer, of her application. Employees shall suffer no loss of basic pay as a result of such attendance.
- (c) An employee who attends a conference, convention, seminar or staff meeting at the request of the Employer, shall be deemed to be on duty and, as required, on travel status.

**12.18 Examinations**

Employees shall be permitted to write any examination required by the Employer, upon satisfactory completion of the necessary term of service and training programs. Employees who fail an examination shall, upon request and where available, receive a copy of their examination paper and shall be eligible to be re-examined. This provision shall not apply to examinations set as a condition of initial employment.

**12.19 Relocations**

It is understood by the Parties that, as a general policy, employees shall not be required to relocate from one geographic location to another against their will. However, the Employer and the Union recognize that in certain cases relocations may be in the interests of the Employer and (or) the employee. In such cases, an employee will be fully advised of the reason for his/her relocation, as well as the possible result of refusal to be relocated.

Should a regular employee choose not to relocate, the employee may elect:

- (a) for those employees with three (3) or more years of service seniority:

- (1) vacancy selection pursuant to 13.2(c);
- (2) early retirement pursuant to Article 13.2(g); or
- (3) severance pay pursuant to Article 13.2(i).

(b) For those employees with less than three (3) years of service seniority:

- (1) the options outlined in 13.1.

#### **ARTICLE 13 - LAYOFF AND RECALL**

##### **13.1 Layoff - Less Than Three (3) Years Service Seniority**

In the event of a layoff, the following shall apply to regular employees with less than three (3) years service:

(a) *Layoff*

(1) Layoff of regular employees with less than three (3) years service seniority shall be in reverse order of seniority within a classification and within seniority blocks as specified in Appendix 3.

(2) (i) A regular employee designated for layoff who has been promoted may opt to use 13.2(c)(2)(i) and (ii) providing the employee exercising such an option has the qualifications to meet the requirements of the job.

(ii) If there are no vacancies available an employee promoted from another position within the same seniority block may opt to displace the employee currently filling the position originally held by the employee designated for layoff, providing the employee exercising such a displacement option has greater seniority and is qualified and able to perform the job after a period of familiarization.

(iii) If an employee is not placed through the option of (a)(2)(ii) above, then he/she may opt to displace the junior employee currently filling a position within that classification originally held, providing the employee exercising this displacement option has greater seniority and is qualified and able to perform the job after a period of familiarization. This option shall be exercised only within the same seniority block and same geographic location.

(iv) The employee displaced pursuant to (ii) or (iii) shall have the options contained in (i).

(3) Upon layoff, a regular employee will have the option of displacing the most senior auxiliary employee within the same seniority block and going onto auxiliary recall lists within the geographic boundaries of the seniority block.

(4) A regular employee who chooses to go onto the auxiliary recall list pursuant to this section, shall retain his/her regular status unless he/she fails to maintain twelve hundred (1200) hours worked at the straight time rate within the previous twelve (12) month period except as provided under Article 21; but a regular employee recalled to auxiliary work will be considered to have auxiliary status for purposes of Articles 15.3 and 15.4 of this Agreement, the vacation scheduling provisions and notice of layoff as specified in (b) below.



(5) Notwithstanding (1), (2) and (3) above, regular employees to be retained shall be qualified and able to perform the work which is available after a period of familiarization.

(b) The Employer shall notify regular employees, in writing, who are to be laid off, twenty (20) work days prior to the effective date of layoff. Copies of such notifications will be forwarded to the Union. If the employee has not had the opportunity to work twenty (20) full days after notice of layoff, he/she shall be paid in lieu of work for that part of the twenty (20) days during which work was not made available.

(c) An employee shall not accumulate seniority while on layoff.

(d) Notwithstanding (a)(4) above, a regular employee with service seniority of less than three (3) years and who is laid off, will be placed on a recall list for a period of one (1) year, for the purposes of recall to a regular position in the geographic location, or the geographic boundaries of the seniority block, whichever is greater, from which the employee has been laid off.

(e) Recall of regular employees shall be in order of service seniority providing the employee is qualified and able to perform the work which is available after a period of familiarization. Recall to available work of four (4) months or longer duration shall be considered to be "regular" recall under this section rather than "auxiliary" recall under Clause 30.4 or (3) above. An employee who declines an offer pursuant to this paragraph shall be deemed to have declined placement and shall claim severance pay or early retirement.

(f) *Severance Pay*

(1) An employee may opt for severance pay on the date the layoff was scheduled to occur, in which case he/she shall be deemed to have resigned.

(2) A regular employee who has elected severance pay pursuant to this article 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.

### 13.2 Layoff - Three (3) or More Years Service Seniority

In the event of a layoff of employees with three (3) or more years seniority, the following shall apply:

(a) Where the employee's position is relocated, he/she shall be offered the position in the new location. An employee may decline an offer pursuant to this section.

(b) The Employer shall notify employees affected by Article 13.2 in writing, twenty (20) work days prior to the effective date. Copies of such notifications will be forwarded to the Union. If the employee has not had the opportunity to work twenty (20) full days after notice of layoff, he/she shall be paid in lieu of work for that part of the twenty (20) days during which work was not made available.

(c) An affected employee subject to layoff shall have the right to fill vacancies and to displace employees in the following manner and sequence:

(1) The employee to be laid off shall be the employee with the least service seniority in the same classification, and same geographic location or the geographic limits of the seniority block, whichever is greater.

- (2) The employee shall be placed on the basis of service seniority in accordance with (i) through (vi) below.

	<b>Vacancy/ Displacement</b>	<b>Classification</b>	<b>Contract Area</b>	<b>Geographic Location</b>
(i)	Vacancy	same	same	same
(ii)	Vacancy	+/- comparable	same	same
(iii)	Vacancy	same	other	same
(iv)	Vacancy	+/- comparable	other	same
(v)	Displace	same	same	same
(vi)	Displace	- comparable	same	same

(3) In order to facilitate the administration of 13.2(c)(2) above, an employee is required to immediately indicate if it is his/her intention to utilize the displacement/bumping option. The displacement/bumping option shall be voluntary and if the option is declined by the employee it shall not count as a job offer pursuant to this section. Should an employee wish to displace/bump, the Employer will identify the least senior employee within the classification, and headquarters or geographic locations.

(4) For purposes of this Section, an employee may only displace a junior employee with less than three (3) years seniority.

(5) "Comparable" includes a job with a salary range of minus (-) fifteen percent (-15%) to plus (+) two percent (+2%) of the employee's original classification.

(6) Notwithstanding (2) above, an employee may choose to take the options available to employees with less than three (3) years seniority as outlined in Article 13.2, rather than the options available to an employee with three (3) or more years service seniority.

(7) In the event that an employee is not placed pursuant to any of the above options he/she shall claim Section 6 above or early retirement or severance pay.

(d) Job offers pursuant to (c) above:

(1) If an employee refuses one (1) job offer in the same geographic location, and with a salary or maximum step pay range comparable to his/her existing position, he/she shall claim early retirement or severance pay as outlined in Article 13.2. For the purposes of this section, comparable means the same or two percent (2%) higher salary than his/her present position.

(2) If an employee refuses a maximum of two (2) job offers wherein the salary, or maximum step in the range is not more than fifteen percent (15%) less than his/her present position or if the location is outside his/her geographic location, he/she shall claim early retirement or severance pay as outlined in Article 13.1.

(3) An employee who fails to elect between early retirement or severance pay in (1) and (2) above shall be paid severance pay as outlined in

Article 13.1.

(e) In all cases, the regular employee must possess the qualifications as determined by the Joint Committee, to perform the work available.

(f) *Retraining and Adjustment Period*

(1) Employees who assume a new position pursuant to this article will receive job orientation, including, where deemed appropriate by the Joint Committee, current in-service training, and shall be allowed a reasonable time to familiarize himself/herself with his/her new duties.

(2) On completion of such courses, the Joint Committee may recommend the placement of an employee in a position commensurate with his/her training.

(3) Employees involved in training under this section shall receive their basic pay for the period of training.

(g) *Severance Pay*

Within thirty (30) days of receipt of notice of layoff, or of refusing job offers in accordance with Section 13.2(d), a regular employee with greater seniority than three (3) years will be entitled to resign with severance pay based upon years of service as follows:

- |     |   |                                      |
|-----|---|--------------------------------------|
| (1) | for the first year of completed employment  | three (3) weeks' current salary,     |
| (2) | for the second year of completed employment | three (3) weeks' current salary,     |
| (3) | for each completed year thereafter          | one-half (2) months' current salary. |

The employee will not receive an amount greater than six (6) months' current salary.

(h) Employees who relocate pursuant to Article 13.2 shall be entitled to relocation expenses in accordance with Memorandum of Understanding No. 1.

13.3 Joint Committee

(a) Within sixty (60) days of the signing of this Agreement, a Joint Committee shall be constituted to provide for continuing consultation and cooperation between the Parties with respect to the relocation, training and placement of employees who have three (3) or more years of seniority and who are subject to layoff:

(1) The Joint Committee shall consist of four (4) representatives, two (2) appointed by the Union, two (2) appointed by the Employer, and a Chairperson.

(2) The Chairperson shall be appointed jointly by the Parties.

(3) The Committee shall meet not less than once a month during working hours and leave without loss of pay shall be granted to Committee members. Minutes shall be taken of all meetings and copies of such minutes shall be provided to the Employer and the Union.

(b) The Union and the Employer representatives on the Committee shall have the authority to waive by mutual agreement any portion of Article 13 where it is considered by them to be fair and equitable, provided such waiver is also with agreement of the employee who is seeking placement via the Joint

Committee.

- (c) The Employer will make available to the Committee a monthly list of vacant positions by contract area and geographic location and a list of the employees issued notices, laid off, retired, received severance pay, or placed pursuant to Article 13, by classification, contract area and geographic location.
- (d) The Joint Committee shall establish a schedule of comparable classifications.
- (e) The Chairperson of the Committee shall, at the request of either Party, sit as an arbitrator over all disputes pertaining to the application or interpretation of Article 13.
- (f) The Employer agrees to supply the Joint Committee with as much notice as possible of expected employees to be designated for layoff.
- (g) The Committee may recommend a plan to deal with multiple layoffs resulting from major or extraordinary closures, reorganizations or program terminations. The Employer shall notify employees affected by this provision a minimum of sixty (60) work days prior to the effective date of layoff. If the employee has not had the opportunity to work sixty (60) full days after notice of layoff, he/she shall be paid in lieu of work for that part of the sixty (60) days during which work was not made available.

#### 13.4 Core Group Regular Employees

The Employer and the Union agree that the Employer's primary source of business is the contracts it has with the Province of B.C. and other customers to provide road and bridge maintenance and other services. It is acknowledged by the Parties that the Province of B.C. or other customers may increase or reduce the obligations of the Employer under these contracts and such changes may have a measurable impact on the Employer's operations and staffing requirements. Given these understandings, the Employer agrees that the senior one hundred and ten (110) regular employees in Service Area 6, will not be subject to layoff.

In the event the scope of work in the service area is changed as described above, the Parties agree to meet and to renegotiate the core group number. The Party seeking the adjustment shall notify the other, in writing, and the onus for justifying any proposed change shall rest with the Party initiating this process. Discussions for any adjustment to the core group number shall be facilitated through the Joint Labour Management Committee and in the event agreement cannot be reached, an arbitrator will be selected from the list in this agreement to make a binding decision.

### **ARTICLE 14 - HOURS OF WORK**

#### 14.1 Hours of Work

The Parties agree that the work week shall be thirty-seven and one-half (37.5) hours. Where work permits, supervisors may approve a forty (40) hour week with proper written notice.

#### 14.2 Work Schedules

- (a) This Agreement shall establish shift patterns, length of scheduled work days and, where appropriate, averaging periods to meet the annual hours of work, pursuant to Clause 14.9.
- (b) 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.
- (c) The Employer's designate and the employees' representative at the local level will establish work schedules based upon the shift patterns and hours of work clauses in this Agreement and the provisions of this Article including the following:
  - (1) if either Party wishes a change to existing work schedules it shall provide the other Party with the earliest possible advance notice in writing;
  - (2) if a change is requested only at the local level, the notice shall be given to the appropriate Union steward or designated Employer representative. If a change is requested which involves more than one (1) worksite, notice shall be given to the President of the Union or the Company President or his designate;
  - (3) the Parties shall have fourteen (14) days, from the date notice is given to reach agreement on work schedules;
  - (4) if the Parties are unable to reach agreement within fourteen (14) days either Party may refer the matter to expedited arbitration, pursuant to Clause 9.6 and the terms of reference within this Article.
- (d)
  - (1) The arbitrator shall base his/her decision on work schedule information in this Agreement and the criteria to be applied in this section. The arbitrator may consider a work schedule proposed by either Party.
  - (2) The Party requesting a change from what has been previously agreed to shall bear the onus for justifying the change.
  - (3) In coming to a decision, the arbitrator shall abide by the following rules:
    - (i) the decision must not be retroactive;
    - (ii) the hours of work schedule awarded shall not contain scheduled overtime;
    - (iii) the decision must not interpret the Master Agreement except for the provisions of 14.2.
    - (iv) the decision must accord with the agreed upon terms of reference referred to in (d) above.
- (e) The Parties recognize that in reaching mutual agreement on work schedules, or where the arbitrator is determining a schedule in accordance with the provisions of this Article the following will also apply:
  - (1) work schedules shall meet the hours of operation and shall consider unusual or seasonal demands and functionally linked work groups within and without the bargaining unit;
  - (2) work schedule changes, within existing hours of operation, must not result in increased cost to the Employer and where possible shall result

in decreased cost to the Employer and/or improved efficiency and/or improved service to the public. The onus of proof shall be on the Employer to prove decreased cost;

(3) consideration shall also be given to employee preferences, fairness and equity.

#### 14.3 Conversion of Hours

(a) *Lieu days* - where an employee is granted a lieu day pursuant to Clauses 17.3 or 17.4, the time off granted will be eight (8) hours per lieu day for a full-time employee and prorated for a part-time employee.

(b) *Vacation* - where an employee is granted vacation pursuant to Clause 18.1, the annual vacation entitlement shall be converted to hours on the basis of an eight (8) hour day and vacation taken shall be deducted in accordance with the actual hours of the employee's daily shift in effect at the time the vacation is taken.

(c) *Designated paid holidays* - where an employee is granted a designated paid holiday pursuant to Article 17, the time off granted will be eight (8) hours per designated paid holiday for a full-time employee and prorated for a part-time employee.

#### 14.4 Rest Periods

All employees shall have two (2), fifteen (15) minute rest periods in each work period in excess of six (6) hours, one (1) rest period to be granted before and one (1) after the meal period. Employees working a shift of three and one-half (3 1/2) hours, but not more than six (6) hours, shall receive one (1) rest period during such a shift. Rest periods shall not begin until one (1) hour after the commencement of work or not later than one (1) hour before either the meal period or the end of the shift. Rest periods shall be taken without loss of pay to the employees.

#### 14.5 Standby Provisions

(a) Where regular employees are required to standby to be called for duty under conditions which restrict their normal off-duty activities, they shall be compensated at straight time in the proportion of one (1) hour's 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 part-time employees who are not assigned a regular work schedule and who are normally required to work whenever called.

(b) Regular employees on standby in a relief operation, such as a manning pool, shall be compensated one (1) day's basic pay for twelve (12) hours standing by. Where the time spent on standby is followed by a full shift being worked, employees shall be compensated at the straight-time rate in the proportion of one (1) hour's pay for each four (4) hours of standing by in addition to his/her normal day's pay with a minimum of one (1) hour's standby.

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

(d) Employees required to standby shall be assigned standby on an equitable basis considering the qualifications of employees required.

#### 14.6 Meal Periods

(a) Recognized meal periods will be within the middle two (2) hours of the work day or shift. Employees with recognized meal periods who are required to work continuously within the middle two (2) hours 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 with pay at another time in the shift or work day.

The length of the meal period shall be agreed to at the local level and shall be not less than thirty (30) minutes nor more than sixty (60) minutes.

(b) Employees who are required to eat their meals at their place of work and are subject to interruption to perform their duties during the meal period, shall have the meal period scheduled with pay within their work day.

(c) Provided that the limits for the meal and rest periods are not exceeded, employees may leave their work place to take such breaks. However, where an employee chooses to leave his/her work place the Employer shall not be responsible for his/her transportation.

(d) Time spent in preparation of meals will be considered time worked provided that the meals are for other employees and that the time spent is previously authorized by the Employer.

(e) Where employees live in camp facilities provided by the Employer and are normally provided with a hot meal at the end of the shift, the Employer will provide a hot meal or a satisfactory meal which can be heated in the event that the employee is late for the meal time through no fault of his/her own.

#### 14.7 Flextime

(a) For the purpose of this Agreement, flextime means the hours worked by an employee, or a group of employees, who are given authority to:

(1) choose their starting and finishing times; and

(2) choose their length of work day within a stated maximum number of hours, subject to meeting the required annual hours of work in accordance with this Agreement, through a specified averaging period which shall be eighty (80) hours per two (2) week period.

(b) The full-time employee on flextime who has a day of absence, whether with or without pay, will be deemed to be absent for seven and one half (7 1/2) hours, providing at least seven and one-half (7 1/2) hours are required to complete the averaging period. If less than seven and one-half (7 1/2) hours are required to complete the averaging period, such number of hours will be deemed to be hours of absence.

(c) The work day for those employees on flextime shall not exceed ten (10) hours.

#### 14.8 Hours of Work, Shift Schedules and Starting and Finishing Times - Operational Services

Subject to Definitions 11 and 30 of this Agreement, the length of work days, shift patterns and shift schedules shall be negotiated at the local level according to recognized provisions of Clause 14.9 below.

(a) (1) Except for part-time employees, the minimum length of the normal scheduled work day will be seven and one-half (7 1/2) hours;

(2) The length of the work day for the "production season" will be negotiated locally recognizing that required hours of operation are based on

production requirements. These negotiations will commence prior to the "production season".

(3) The normal days of rest except as otherwise required in shift schedules shall be Saturday and Sunday.

(b) Shift pattern and length of scheduled work day changes will be limited to a maximum of three (3) per year with a minimum duration of two (2) months for any shift pattern or scheduled work day length, except by mutual agreement at the local level.

(c) The normal meal period will not be less than one half (2) hour and not more than one (1) hour. Lengthening of the scheduled work day will not be achieved by expanding the normal meal period except by mutual agreement.



## 14.9 Table of Recognized Work Day Lengths and Shift Patterns

Length of Schedule Work Day	Shift Pattern	Work Day		Surplus or Shortage	No. of Days of Rest	Statutory Holiday Provisions	No. of Stat. Holidays Shut Down	Statutory Holiday Lieu Days
		Schedule	Requirement					
10 hours	5:2	250	209	41	104	Shut Down	11	--
9 hours	5:2	250	232	18	104	Shut Down	11	--
7.5 hours	5:2	250	250	0	104	Shut Down	11	--
7.5 hours	5:2	261	250	0	104	Work	--	11
8 hours	5:2	250	250	0	104	Shut Down	11	--
8 hours	5:2	261	250	0	104	Work	--	11
8 hours	2:1	243	243	0	122	Work	--	10

## 14.10 Winter Shifts for Highway 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.
- (b) However, it is agreed that wherever possible the negotiation of these shift schedules 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.

## 14.11 Weekend Work in Winter Shift Scheduling for Mechanics and Apprentices

Winter weekend shifts for mechanics and apprentices shall be negotiated locally in accordance with the following guidelines:

- (a) *Large Shops* - defined to refer to those shops that employ nine (9) or more employees who would be subject to shifting.
- (1) A maximum of two (2) shifts daily on Saturday and Sunday.
  - (2) Number of employees on shift would be limited to two (2) per shift.
  - (3) An employee will not be required to work in excess of one (1) weekend per month.
  - (4) These guidelines shall not be amended except by mutual agreement.
- (b) *Small Shops* - defined to refer to those shops that employ eight (8) employees or less who are subject to shifting.
- (1) A maximum of one (1) shift daily on Saturday and Sunday.

- (2) An employee will not be required to work in excess of two (2) weekends per month and the two (2) weekend days shall not be consecutive.
  - (3) 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.
  - (4) These guidelines shall not be amended except by mutual agreement.
- (c) The above guidelines do not apply to those employees who are specifically employed to provide weekend service as a requirement of their job description.

#### 14.12 Scheduling of Earned Time Off

(a) *Surplus Time as Per Clause 14.9*

- (1) Earned time off shall be averaged and taken off by mutual agreement and subject to operational requirements over a twelve (12) month period except that up to ten (10) days of accumulated surplus time may be taken off along with annual vacation upon written request as per this Agreement.
- (b) (1) Where employees are not able to take their earned time off as scheduled due to operational requirements, then there shall be a cash adjustment at the end of the averaging periods indicated using "double time" (2) as the premium rate.  
  
(2) Where employees choose to carry earned time off forward for addition to vacation period, then the extra time worked in the period is to be considered as a "straight time" time credit to be carried forward.

#### 14.13 Deferment of Rest Days

By mutual agreement at the local level and subject to operational requirements, rest days may be banked to enable extended periods for return to headquarters.

#### 14.14 Rotation of Shifts

- (a) Shift rotation shall be done on an equitable basis among the employees involved within a classification in each work group except that, by mutual agreement, an employee will be permitted to choose more than his/her share of the second or third shifts.
- (b) Where a machine is being utilized on a regular basis on a day shift only, then the operator normally assigned to that machine shall not be required to enter into a winter shift pattern to operate other classes of machines.
- (c) Where shift schedule changes result in work days of the new schedule falling on rest days of the old schedule, then every attempt shall be made to provide a minimum of one (1) rest day 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.

14.15 Split Shifts

- (a) The Employer may require Cooks and Flunkies to work split shifts. No other employees shall work split shifts except by mutual agreement.
- (b) For split-shift employees, where a break longer than one (1) hour is scheduled, a premium shall be paid for all hours worked which shall be the greater of:
  - (1) Split-shift premium of forty-five cents (45¢) per hour; or
  - (2) The relevant shift premium.
- (c) (1) All hours worked on a split shift shall be contained within a twelve (12) hour period. Any time that is worked outside the twelve (12) hour period shall be paid at the appropriate overtime rates.

14.16 Clean-up Time

- (a) Where necessary, employees shall be allowed reasonable time during the work day for personal clean-up purposes.
- (b) If the need for clean-up is unexpected it is the employee's responsibility to request approval for clean-up prior to the end of his/her scheduled work day. However, the Employer may decide whether clean up in this case is to be done during the work day or on overtime.

14.17 Employees Working Away from Their Point of Assembly

Except by mutual agreement, employees who are working away from their regular or temporary field point of assembly and who return on a daily basis to their regular or temporary field point of assembly shall be compensated for all hours worked and hours travelled from their regular or temporary field point of assembly to worksite and return.

**ARTICLE 15 - SHIFT WORK**

15.1 Definition of Shifts and Shift Premiums

- (a) *Identification of Shifts:*
  - (1) *Day shift* - all hours worked on any shift which starts between 4:30 a.m. and 1:59 p.m. inclusive;
  - (2) *Afternoon shift* - all hours worked on any shift which starts between 2:00 p.m. and 8:59 p.m. inclusive;
  - (3) *Night shift* - all hours worked on any shift which starts between 9:00 p.m. and 4:29 a.m. inclusive;
- (b) *Shift Premiums* - effective date of ratification

*Afternoon shift* - four percent (4%) of grid level 9

*Night shift* - six percent (6%) of grid level 9

#### 15.2 Shift Premium Entitlement

- (a) Employees working an afternoon or night shift as identified in Clause 15.1(a)(2) and 15.1(a)(3) shall receive a shift premium for all hours worked on the shift.
- (b) An employee working a full shift which begins between 11:00 a.m. and 1:59 p.m. inclusive shall receive the afternoon shift premium for all hours worked after 2:00 p.m.
- (c) A part-time employee working less than the normal hours per day of a full-time employee will receive the afternoon shift premium for all hours worked on a shift more than half of which is regularly scheduled between 6:00 p.m. and 6:00 a.m., except that an employee regularly scheduled to start between 10:00 p.m. and 2:00 a.m. will receive instead the night shift premium.
- (d) Employees covered by flextime and/or modified work week agreements who, by their own volition, choose to begin their shift at a time which would qualify them for a shift premium shall not be entitled to the premium. Employees who are required to begin their shift at a time which would qualify them for a shift premium in accordance with the above provisions shall receive the appropriate premium.
- (e) 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 night shift premium for each hour worked during the call-out period up to the commencement of his/her regularly scheduled shift.

#### 15.3 Notice of Work Schedules

- (a) Work schedules for regular employees shall be posted at least fourteen (14) days in advance of the starting day of a new schedule.
- (b) 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 cents (55¢) per hour in addition to his/her regular pay, for work performed on the first shift to which he/she changed.
- (c) 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 defined in (b) above, the employee shall receive a premium at the applicable overtime rate for work performed on the first shift to which he/she changed, except that if the change results from no fault of the Employer he/she shall not receive a premium at overtime rates but shall receive the premium defined under (b) above.
- (d) The minimum number of consecutive days off will be two (2).

#### 15.4 Short Changeover Premium

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

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

#### 15.5 Exchange of Shifts

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

#### 15.6 Shortfall of Annual Working Hours

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

### **ARTICLE 16 - OVERTIME**

#### 16.1 Definitions

- (a) "*Overtime*" - means work performed by a full-time employee in excess or outside of his/her 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 Authorization and Application of Overtime

- (a) An employee who is required to work overtime shall be entitled to overtime compensation when:

- (1) the overtime worked is authorized in advance by the Employer; and
- (2) the employee does not control the duration of the overtime worked.

- (b) Notwithstanding the foregoing, the Employer and the Union recognize that the nature of the work carried out by persons in some classifications is such that it may not be possible for the employee to obtain prior authorization for the necessary overtime work. In such cases the employee shall use his/her discretion in working the overtime and the Employer shall be considered to have authorized the overtime in advance. However, the Employer reserves the right, subject to the grievance procedure, to determine the legitimacy of the overtime claimed. In order to facilitate a fair and reasonable administration of the Clause, the Employer will draw up regulations defining the circumstances under which an employee may undertake overtime work without prior authorization. Copies of these regulations will be supplied to the Labour/Management Committee.

- (c) The method of compensation for overtime shall be in accordance with this Agreement.

#### 16.3 Overtime Entitlement

- (a) An employee will be entitled to compensation for authorized overtime in excess of the scheduled daily hours

- (b) For the purposes of calculating the hourly rate for overtime, an employee's biweekly rate shall be divided by seventy-five (75).
- (c) 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.

#### 16.4 Recording of Overtime

Employees shall record starting and finishing times for overtime worked in a form determined by the Employer.

#### 16.5 Sharing of Overtime

Overtime work shall be allocated equitably to qualified employees considering their availability and location.

#### 16.6 Overtime Compensation

- (a) Overtime worked 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 who works on a designated holiday which is not a scheduled work day shall be considered to have worked overtime and shall receive his/her 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.

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

- (d)
  - (1) Overtime shall be compensated either in cash or time off, or a combination of both, as provided in this Agreement.
  - (2) Accumulated overtime shall be paid in cash at the fiscal year-end or on such other date(s) as provided in this Agreement, or upon termination.

#### 16.7 Overtime Meal Allowance

(a) When an employee is required to work in excess of two and one-half (2 1/2) hours overtime immediately before or after completion of his/her scheduled daily hours, he/she shall be provided with a meal or shall be reimbursed with an overtime meal allowance, and a meal break of one-half (1/2) hour with pay will be given.

The overtime meal allowance shall be: \$10.00

- (b) If the employee continues to work overtime beyond three (3) hours, a further meal or 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 standby and is called out for overtime prior to his/her scheduled shift and it was not possible to give one-half (2) 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/her regular shift times for a normal work day.
- (e) Where any of the meals provided under (a), (b), (c) or (d) above duplicates a meal to which an employee is entitled because of travel status or field allowance, then the employee shall receive only one (1) benefit for each meal.

16.8 No Layoff to Compensate for Overtime

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

16.9 Right to Refuse Overtime

- (a) All employees shall have the right to refuse to work overtime, except when required to do so in emergency situations, without being subject to disciplinary action for so refusing.
- (b) An employee on standby shall not have the right to refuse call-out for overtime work.

16.10 Overtime for Part-time Employees

- (a) A part-time employee working less than the normal hours per day of a full-time employee, and who is required to work longer than his/her regular work day, shall be paid at the rate of straight time for the hours so worked, up to and including the normal hours in the work day of a full-time employee.
- (b) A part-time employee working less than the normal days per week of a full-time employee, and who is required to work other than his/her regularly scheduled work days, shall be paid at the rate of straight time for the days so worked up to and including the normal work days in the work week of a full-time employee.
- (c) Overtime rates shall apply to hours worked in excess of (a) and (b) above.

16.11 Call-out Provisions

- (a) *Call-out Compensation* - An employee who is called back to work outside his/her regular working hours shall be compensated for a minimum of three (3) hours at overtime rates. He/she shall be compensated from the time he/she leaves his/her home to report for duty until the time he/she arrives back upon proceeding directly to and from work.
- (b) *Call-out Time Which Abuts the Succeeding Shift:*
  - (1) If the call-out 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 overtime rates for the call-out period and straight time rate for the regular shift;

(2) If the call-out is for longer than three (3) hours, the employee will be required to work the call-out 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 call-out exceeds three (3) hours. Compensation shall be at overtime rates for the call-out period and straight time for the regular shift without shortfall;

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

(c) *Overtime or Call-out Which Does Not Abut the Succeeding Shift:*

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

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

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

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

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

(f) *Call-Out for Emergency Situations*

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

16.12 Rest Interval After Overtime

An employee required to work overtime adjoining his/her regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime work and the start of his/her next regular 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.

16.13 Overtime Records

Should a dispute arise concerning the allocation of overtime, the Employer agrees that overtime records shall be maintained at the local level and that access to such records shall be permitted to the Union official in that jurisdiction.



16.14 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) The employee shall advise, in writing, the respective pay office of his/her election to have either all cash or all compensatory time off by March 15th and September 15th for the following six (6) month calendar period in each case.
- (c) The Employer agrees that the scheduling of compensatory time off shall not be unreasonably withheld.

16.15 Allocation of Overtime

- (a) Pursuant to Clause 16.5 of this Agreement and except in the case of emergencies, overtime shall be allocated on an equitable basis within the appropriate classifications for the work group. Accordingly, no employee in another classification shall be called out on overtime until all employees in the appropriate classifications have had the opportunity to refuse the overtime. For the purpose of this clause, an effort by the Employer to contact an employee shall constitute an opportunity to work.
- (b) During the winter season those employees assigned to drive a 10,900 kg. G.V.W. or heavier truck shall be allocated overtime on an equitable basis within the work group.

16.16 Limiting of Overtime

In the interest of an employee's health and safety, the Employer agrees to make every effort to limit overtime. If an employee is working away from the point of assembly that the employee would normally be returning to that day and the overtime is refused, transportation to that point of assembly will be supplied by the Employer as described below and the employee will be compensated for time travelled. If only the Employer vehicle is available and transportation to the regular point of assembly would significantly inconvenience other employees, or seriously disrupt production, the Employer shall endeavour to provide alternate transportation.

16.17 Overtime Authorization

Overtime authorized by a supervisor and worked by the employee will not be disallowed by Management at a later date, provided such overtime is properly recorded.

**ARTICLE 17 - PAID HOLIDAYS**

17.1 Paid Holidays

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

New Year's Day  
Good Friday

Labour Day  
Thanksgiving Day

Easter Monday  
Queen's Birthday  
Canada Day  
British Columbia Day

Remembrance Day  
Christmas Day  
Boxing Day

(b) It is understood that Heritage Day shall be recognized as a designated paid holiday upon Proclamation. Any other holiday proclaimed as a holiday by the Federal, Provincial, or Municipal Governments for the locality in which an employee is working shall also be a paid holiday.

17.2 Holidays Falling on Saturday or Sunday

(a) 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; and when a holiday falls on a Sunday and it is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding section already applies to the Monday), shall be deemed to be the holiday for the purpose of this Agreement.

(b) Where there is a work dependency between employees covered by this Agreement and other employees, the Parties may, by mutual agreement, amend (a) above.

17.3 Holiday Falling on a Day of Rest

(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.

(1) Earned statutory holiday lieu days for statutory holidays occurring between January 1 and June 30 shall be scheduled by mutual agreement at the local level subject to operational requirements and shall be taken by December 31 of that year.

(2) Earned statutory holiday lieu days for statutory holidays occurring between July 1 and December 31 shall be scheduled as above and shall be taken by June 30 of the following year.

(3) Scheduling of these lieu days shall be by mutual agreement within sixty (60) days following the paid holiday. If not scheduled within sixty (60) days, it shall be immediately scheduled on the vacation roster.

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

(c) This Clause does not apply where the days in lieu of paid holidays are built into the shift pattern.

17.4 Holiday Falling on a Scheduled Work Day

An employee who works on a designated holiday which is a scheduled work day shall be compensated at the rate of double time for hours worked, plus a day off in lieu of the holiday; except for Christmas and New Year's when the compensation shall be at the rate of double time and one-half for hours worked, plus a day off in lieu of the holiday. The scheduling of the lieu day shall be pursuant to Clause 17.3.

17.5 Holiday Coinciding With a Day of Vacation

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

17.6 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 Day or the following New Year's Day off.

17.7 Paid Holiday Pay

Payment for paid holidays will be made at an employee's basic pay, except if an employee has been working in a higher paid position than his/her regular position for a majority of the sixty (60) work days preceding a paid holiday, in which case he/she shall receive the higher rate. For employees who work in excess of seven (7) hours per day, they shall receive the higher rate if they have been working in a higher paid position for a majority of the 420 working hours preceding a paid holiday.

17.8 Work Day Scheduled on Paid Holiday

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

**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 regular 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:

**Vacation Years Work Days**

First to fifth 15  
Sixth 16  
Seventh 17  
Eighth 21  
Ninth 22  
Tenth 23  
Eleventh 24

(li)

Twelfth 25  
Thirteenth to nineteenth 25  
Twentieth and thereafter 30

(c) Employees on staff as of July 1, 1974, who were entitled to special vacation leave shall continue to be entitled to special leave which in addition to their normal vacation leave shall not exceed twenty (20) work days per annum.

(d) (1) *War Service* - service with the Active Forces of the Crown during any war may be counted in the calculation for vacation leave entitlement after the employee has one (1) year's service seniority. This regulation applies solely to those who served as members of the Commonwealth Forces.

(2) *Duration of Wars* (recognized dates) - the recognized dates of duration of the following wars are:

*World War II* - from September 2, 1939 to June 30, 1947;  
*Korean Conflict* - from August 7, 1950 to July 27, 1953.

(3) Discharge certificates must be presented before war service is recognized. It is not necessary that an individual shall have been employed immediately prior to any war nor to have joined the Provincial Government immediately following war service. In other words, any war service with HM Forces may be added to his/her period of service with the Provincial Government for the purpose of computing the required service for the additional vacation privilege.

(4) *Merchant Marine Service* - service on the high seas (deep sea) during World War II may be credited toward the service requirement for vacation leave purposes. Employees are required to submit certified records of their deep-sea time for assessment by the Employer.

(e) *Conversion of Hours* - The annual vacation entitlement shall be converted to hours on the basis of an eight (8) hour day and deducted accordingly.

(f) Employees engaged on a part-time basis shall be entitled to annual vacation on a pro rata basis as above.

#### 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/she earns ten (10) days' pay.

(2) Subject to Clause 18.7, any unused vacation earned during the first partial year will be paid to the employee on the final pay day of that year.

(b) During the first and subsequent vacation years an 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 Clause 18.7, the scheduling and completion of vacations shall be on a calendar-year basis.

(lii)

(b) The calendar year in which an employee's first anniversary falls shall be the first vacation year. For the purpose of additional leave entitlement, the calendar 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) An employee earns but is not entitled to receive vacation leave during the first six (6) months of continuous employment.

(d) *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. In peak work periods, a minimum of one (1) regular employee in each classification may take his/her vacation subject to Article 18.3(f) of this Agreement.

(2) Notwithstanding (1) above, work groups consisting of six (6) to eight (8) employees as at April 1st of each year, may have their availability to take vacation during July, August and December 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 1st may have their availability to take vacation during those months limited to one (1) employee away at a time in each classification series.

(e) *Preference in Vacation*

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

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

(f) *Vacation Schedules*

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

(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 15th except for vacation to be carried over as allowed under Clause 18.7 of this Agreement.

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

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

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

(liii)

(g) *Vacation Relief*

Where vacation relief is required, the Employer shall give regular employees the opportunity to substitute in accordance with Article 27.3 and shall make every reasonable effort to arrange for staff replacement in the lowest paying category.

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

18.4 *Vacation Pay*

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

(b) When a pay day falls during a regular employee's vacation, the employee shall be entitled to have the pay cheque forwarded to a mailing address supplied by the employee in writing.

(c) Once per calendar year, upon thirty (30) days' written notice, a regular employee shall be entitled to receive, prior to commencement of a vacation, a payroll advance equivalent to the amount of his/her regular pay cheque issued during the vacation period, except that no payroll advance shall be issued in December for any pay periods that fall in January or in March for any pay periods that fall in April.

18.5 *Approved Leave of Absence With Pay During Vacation*

When an employee is in receipt of the Short Term Illness and Injury Plan benefits or on leave with pay in accordance with Clauses 20.1, 20.5, 20.7 and 20.8 during his/her vacation period, there shall be no deduction from the vacation credits for such leave. The period of vacation so displaced shall be taken at a mutually-agreed time. 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 except that such vacation carry over 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. Except as provided in Clause 18.2 (a)(2), an employee shall not receive cash in lieu of vacation time except upon termination, resignation or retirement.

(b) A single vacation period which overlaps the end of a calendar year (December 31) shall be considered as vacation for the vacation year in which the vacation commenced. The portion of vacation taken subsequent to but adjoining December 31 shall not be considered as vacation carry-over, 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.

(liv)

(b) When, during any vacation period, an employee is recalled to duty, he/she shall be reimbursed for all expenses incurred thereby by himself/herself, in proceeding to his/her place of duty and in returning to the place from which he/she was recalled upon resumption of vacation, upon submission of receipts (except for meals) to the Employer.

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

#### 18.8 Vacation 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 & INJURY AND LONG-TERM DISABILITY**

Employees shall be entitled to coverage for short-term illness and injury and long-term disability in accordance with agreed-upon regulations which will be subject to review and revision during the period of this Agreement by negotiations between the Parties and included as Appendix 2.

### **ARTICLE 20 - SPECIAL AND OTHER LEAVE**

#### 20.1 Bereavement Leave

(a) In the case of bereavement in the immediate family an employee not on leave of absence without pay shall be entitled to special leave, at his/her regular rate of pay, from the date of death to and including the day of the funeral with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed five (5) work days.

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

(c) In the event of the death of the employee's grandparents, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, the employee shall be entitled to special leave 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 at his/her regular rate of pay for the following:

- |     |  |                 |
|-----|--|-----------------|
| (1) | marriage of the employee               | three (3) days; |
| (2) | attend wedding of the employee's child | one (1) day;    |

(lv)

- |     |  |                   |
|-----|--|-------------------|
| (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/her formal hearing to become a Canadian citizen | one (1) day;      |
| (7) | attend funeral as pall-bearer or mourner                   | one-half (2) day; |
| (8) | court appearance for hearing of employee's child           | one (1) day.      |

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

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

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

#### 20.3 Family Illness

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

(b) The Employer may request a report from a qualified medical practitioner 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 to seek election in a Municipal, Provincial, or Federal election for a maximum period of ninety (90) days;

(b) for employees selected for a full-time position with the Union or any body to which the Union is affiliated for a period of one (1) year;

(c) for employees elected to a public office for a maximum period of five (5) years;

(d) for an employee elected to the position of President or Secretary-Treasurer of the B.C. Government and Service Employees' Union. The leave shall be for a period of two (2) years and shall be renewed upon request.

#### 20.5 Leave for Court Appearances

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

(b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.



(lvi)

- (c) An employee in receipt of his/her regular earnings while serving at court shall remit to the Employer all monies paid to him/her by the court, except travelling and meal allowances not reimbursed by the Employer.
- (d) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.
- (e) For all the above leaves, the employee shall advise his/her supervisor as soon as he/she is aware that such leave is required.

#### 20.6 Leave for Writing Examinations

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

- (a) Educational leave granted by the Employer to regular employees requesting such leave shall be in accordance with the following provisions:
  - (1) The duration of educational leave granted to regular employees to take advanced or special training which will be of benefit to the employee or the Employer may be for varying periods up to one (1) year, which may be renewed by mutual agreement.
  - (2) In certain cases, educational leave may be approved for programs of independent study and (or) research when the criteria for evaluating the employee's performance on such leave can be clearly established and can be shown to be of significant benefit to the employee and the Employer.
  - (3) Applications for educational leave for periods of four (4) months or longer must be submitted to the Employer six (6) months prior to the beginning of the requested leave period.
  - (4) Applications for leave of periods of less than four (4) months should be submitted to the Employer with as much lead time as practical.
  - (5) After consideration by the Employer, all applications for educational leave of four (4) months or longer shall be forwarded to the Labour/Management Committee for review, together with the decision of the Employer, no later than two (2) months from the date of submission. If the Labour/Management Committee decides that the Employer acted on an application for educational leave in a manner which may be in conflict with the established criteria, it may request that the decision be reconsidered. The employee shall be informed of the decision no later than three (3) months from the date of submission. If an application for leave is denied, the employee shall be given the reasons in writing by the Employer. If an employee wishes to grieve the Employer's decision, the grievance shall commence at Step 3 of the grievance procedure.

- (6) An employee granted educational leave under this Clause shall receive up to one hundred percent (100%) of his/her basic pay.
  - (7) An employee granted educational leave under this Clause shall be required to sign a statement with a copy to the employee to the effect that, on the completion of the training, he/she will remain in the service of the Employer for a period equivalent to three (3) times the length of his/her educational leave multiplied by the percentage of basic pay.
  - (8) Should he/she leave the service of Mainroad Contracting before this period expires, he/she shall refund to Mainroad Contracting Ltd. the total cost of his/her training including allowances and expenses on a pro rata basis.
  - (9) An employee granted educational leave without pay shall be required to sign a statement to the effect that on completion of the training he/she will remain in the service for a period equivalent to the leave granted or refund any financial assistance granted under this clause on a pro rata basis.
  - (10) For information purposes, the Employer agrees to supply the Joint Labour/Management Committee with the budgeting allotment for education and skill upgrading, for the ensuing year as soon as available.
  - (11) Subject to operational requirements and budgetary considerations, educational leave will be granted to the maximum number of employees who make application.
  - (12) Termination of employment by the employee or by the Employer for just cause will nullify any obligation of assistance by the Employer under this clause.
  - (13) If an employee fails to return to work on the pre-arranged date without reasonable cause, the employee shall be required to repay in full all moneys paid under this Clause.
  - (14) In the event that an individual receives outside support, such as a scholarship, fellowship, or bursary, the total of outside support plus salary support shall not exceed the individual's basic pay for the period of study leave. In the event of such combined support exceeding the basic pay, the excess amount shall be deducted from the employee's salary. It is the responsibility of the employee to report all additional sources of support to the Employer.
- (b) The Joint Labour/Management Committee shall provide the criteria for the evaluation of applications for educational leave and the amount of basic pay and allowances. The Joint Labour/Management Committee may also establish subcommittees on education and training. These subcommittees will be responsible for making recommendations to the Joint Labour/Management Committee regarding in-service training needs and programs and training assistance.

#### 20.9 Elections

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

#### 20.10 General Leave

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 orally 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 20.13.

(b) Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their credit described in Clause 20.13 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/her spouse, dependent child and a dependent parent permanently residing in the employee's household or with whom the employee permanently resides. The Employer may request a certificate of a qualified medical or dental practitioner, as the case may be, stating that treatment could not be provided by facilities or services available at the employee's place of residence.

#### **20.12 Definition of Child**

Wherever the word "child" is used in this Agreement, it shall be deemed to include a ward of the Superintendent of Child Welfare, or a child of a spouse.

#### **20.13 Maximum Leave Entitlement**

Leaves taken under Clauses 20.2, 20.3 and 20.11 shall not exceed a total of six (6) days per calendar year, unless additional special leave is approved by the Employer. It is understood that paid leaves pursuant to this Article shall be equivalent to the regularly scheduled shift in effect at the time for his/her work group.

#### **20.14 Emergency Service Leave**

Where employees' services are required for emergency operations by request from Provincial Emergency Programs or appropriate police 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.

#### **20.15 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/she chooses to use part or all of his/her annual vacation entitlement for these activities, or where he/she elects to take leave of absence without pay for annual training as stipulated in (a)(1) above.

## **ARTICLE 21 - MATERNITY, ADOPTION AND PARENTAL LEAVE**

### **21.1 Maternity Leave**

A pregnant employee shall qualify for maternity leave after six (6) calendar months have passed from the date she commenced employment with Mainroad Contracting Ltd.

- (a) Upon request the employee will be granted leave of absence without pay for a period of not more than six (6) months.
- (b) The period of maternity leave without pay shall be from eleven (11) weeks before the expected date of termination of the pregnancy.
- (c) 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.
- (d) On return from maternity leave, an employee shall be placed in her former position or in a position of equal rank and basic pay.
- (e) The Employer shall maintain coverage for medical, extended health, dental, group life, and long term disability, and shall pay the Employer's share of these premiums.
- (f) Notwithstanding Article 18.1(b) and 18.7, vacation entitlements and vacation pay shall continue to accrue while an employee is on maternity leave for the first six (6) months of maternity leave providing the employee returns to work for a period of not less than six (6) months. Vacation earned pursuant to this Clause may be carried over to the following year, notwithstanding Article 18.7.
- (g) Maternity leave for employees in their first six (6) calendar months of employment shall be in accordance with the Employment Standards Act.

### **21.2 Adoption Leave**

- (a) Upon request, and after six (6) calendar months have passed from the date he/she commenced employment, 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. Where both parents are employees, the employees will decide which of them will apply for the leave.
- (b) On return from adoption leave, an employee shall be placed in his/her former position or in a position of equal rank and basic pay.
- (c) The Employer shall maintain coverage for medical, extended health, dental, group life and long term disability and shall pay the Employer's share of these premiums.

(lx)

(d) Notwithstanding Article 18.1(b) and 18.7, vacation entitlements and vacation pay shall continue to accrue while an employee is on adoption leave for the first six (6) months of adoption leave providing the employee returns to work for a period of not less than six (6) months. Vacation earned pursuant to this clause may be carried over to the following year, notwithstanding Article 18.7.

#### 21.3 Parental Leave

- (a) Upon written request an employee shall be entitled to parental leave of up to twelve (12) consecutive weeks without pay.
- (b) Where both parents are employees of the Employer, the employees shall determine the appointment of the twelve (12) weeks parental leave between them.
- (c) Such written request pursuant to (a) above must be made at least four (4) weeks prior to the proposed leave commencement date.
- (d) Leave taken under this clause shall commence:
  - (1) in the case of a mother, immediately following the conclusion of leave taken pursuant to Article 21.1 or 21.2;
  - (2) in the case of a father, following the birth or adoption of the child and conclude within the fifty-two (52) week period after the birth or adoption of the child. Such leave request must be supported by appropriate documentation.

#### 21.4 Seniority Rights on Re-employment

- (a) An employee who returns to work after the expiration of maternity or adoption leave shall retain the seniority he/she had accumulated prior to commencing maternity or adoption leave and shall be credited with seniority for the period of time covered by the maternity or adoption leave.
- (b) An employee shall be deemed to have resigned on the date upon which his/her maternity or adoption leave commenced if an application for re-employment is not made one (1) month prior to the expiration of the leave or if he/she does not return to work after having applied for re-employment.

#### 21.5 Extension of Maternity Leave

Maternity leave or adoption leave shall be extended for up to an additional six (6) months for health reasons where a doctor's certificate is presented.

#### 21.6 Combined Maternity, Adoption and Parental Leave

Notwithstanding Article 21.1, 21.2 and 21.3, an employee's combined entitlement to a leave of absence under Article 21 shall not exceed a total of thirty-two (32) weeks.

### **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 Joint Occupational Health and Safety Committees

The Parties agree that the intent of this agreement is to ensure that all employees shall have the maximum possible access to the Occupational Health and Safety Committee structure. Local Occupational Health and Safety Committees will be established and operated as outlined below:

- (a) Union representatives shall be employees at the work place appointed by the Union, and Employer representatives shall be appointed by the Employer.
- (b) The committees will function in accordance with the Occupational Health and Safety Regulations, and will participate in developing a program to reduce risk of occupational injury and illness. All minutes of the meetings of the committees shall be recorded on a mutually agreed-to form and shall be sent to the Union and the Employer.
- (c) (1) The Employer shall initiate and maintain, at the regular place of employment, Local Occupational Health and Safety Committees where there is:
  - (i) a work force of ten (10) or more workers in an operation or work area classified as "A" (high) or "B" (medium) hazard by WCB First Aid Regulations, or
  - (ii) a work force of twenty-five (25) or more workers in an operation or work area classified as "C" (low) hazard by the WCB First Aid Regulations.
  - (iii) Where workforce numbers are less than the minimum requirements of (i) and (ii), Local Committees may be established to encompass more than one worksite within a headquarters or geographic location. Such committees shall respect the Employer's administrative structure and worksite combinations may be mutually-agreed at the local level. Where mutual agreement cannot be reached at the local level, then either Party may refer the matter to the Labour/Management Committee.
  - (iv) Notwithstanding (iii) above, Local Occupational Health and Safety Committees may, by mutual agreement between the designated representatives of the Parties, extend the jurisdictional area for Committee representation.
- (2) At any worksite where a Committee has not been established pursuant to (1) above, a less formal program shall be maintained in accordance with the Workers' Compensation Board Occupational Health and Safety Regulations, Section 4, Clause 4.2(3). Records of the meetings and matters discussed shall be forwarded to the Union and the nearest Local Committee established in (1) above within the Employer's administrative structure.
- (d) Employees who are representatives of the Committee shall not suffer any loss of basic pay for the time spent attending a Committee meeting, job site inspection or accident investigation in accordance with WCB Regulations. Transportation shall be provided by the Employer.
- (e) Committee meetings shall be scheduled during normal working hours whenever practicable. Time spent by designated Committee members attending meetings held on their days 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 straight time.

(f) Other Committee business in accordance with (d) above shall be scheduled during normal working hours whenever practicable. When no other Union designated Committee member or Union designated employee is available, time spent by employees attending to this Committee business on their days of rest or outside their regularly scheduled hours of work shall not be considered time worked but such employees shall receive equivalent time off at straight time.

(g) The Employer and the Union agree that it is mutually beneficial to have all members in attendance at meetings of Health and Safety Committees. The Employer shall make every reasonable effort to ensure that the Union members are able to attend such meetings.

(h) An employee who serves on a Health and Safety Committee and who is designated to investigate matters pertaining to safety and health during or outside of his/her normal working hours shall receive the rate of pay he/she would normally earn if he/she were not serving on these committees.

#### 22.3 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 Local Occupational Health and Safety Committee, or
- (b) a person designated by a safety committee, or
- (c) a safety officer, or
- (d) a steward at a worksite where there is no safety committee,

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 Section 8.24 of the Workers' Compensation Board Occupational Health and Safety Regulations, he/she shall not be subject to disciplinary action.

#### 22.4 Injury Pay Provision

An employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of his/her shift without deduction from short term disability leave.

#### 22.5 Transportation of Accident Victims

Transportation to 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. The Employer shall ensure that adequate arrangements are made for the employee to return to the job site, assembly point or current local accommodation whichever is most appropriate to the employee's condition. Transportation will be provided or paid by the Employer.

The Employer agrees to incorporate information in a joint Employer/Union developed safety booklet, on air transportation of an injured worker, pursuant to WCB Occupational First Aid Regulations.

#### 22.6 Pollution Control

The Employer and the Union agree to limit all forms of environmental pollution.

22.7 Investigation of Accidents

- (a) Pursuant to Section 6 of the Workers' Compensation Board Occupational Health and Safety Regulations, 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 which may be amended by mutual agreement and copies sent to:
  - (1) Workers' Compensation Board
  - (2) Occupational Health and Safety Committee
  - (3) Employer Designate(s)
  - (4) BCGEU Designate(s)

Nothing in this clause restricts the right of the Employer to require the management representative in (a) above, if a member of the bargaining unit, to complete other reports related to the accident under investigation.

- (c) In the event of a fatality the Employer shall immediately notify the Union President, or designate, of the nature and circumstances of the accident and arrange as soon as possible for a joint investigation.

22.8 Occupational First Aid Requirements and Courses

- (a) The Union and the Employer agree that First Aid Regulations made pursuant to the Workers' Compensation Act shall be fully complied with.
- (b) Where the Employer requires an employee 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 and who are designated to act as the First Aid Attendant in addition to their normal job responsibilities shall receive the following allowance on the basis of the Level of certificate which they hold.

Occupational First Aid Certificate - Level 2 - \$40.00 biweekly  
Occupational First Aid Certificate - Level 3 - \$47.50 biweekly

Note: The Parties agree that any employee currently receiving an allowance in excess of those stated above will continue to receive the higher rate.

The allowance shall be prorated for partial months. For the purpose of calculating the hourly rate, the biweekly allowance shall be divided by seventy (70); however, no employee shall receive more than the monthly allowance for the Class of certificate which they hold.

Employees designated to act as the Occupational First Aid Attendant in addition to their normal job duties will receive their full monthly allowance while on approved leave with pay of up to ten (10) days 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) work days in any month, he/she 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 unit possesses an Occupational First Aid Certificate, the opportunity to obtain a Certificate will be offered to regular employees within the work unit 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 unit 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 12.8(b).
- (5) Failing (4) above, the Employer may require the most senior regular employee within the work unit who can meet the requirements of the WCB regulations to undertake Occupational First Aid training in order to obtain a Certificate.

#### 22.9 Unresolved Safety Issues

The local 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 Video Display Terminals

When employees are required to monitor video display terminals (VDTs) which use cathode ray tubes, then:

- (a) When a majority of an employee's daily work time requires monitoring such VDTs, such employees shall have their eyes examined by an ophthalmologist or optometrist of the employee's choice at the nearest community where medical facilities are available prior to initial assignment to VDT equipment and after six (6) months, a further test and annually thereafter if requested. The examination shall be at the Employer's expense where costs are not covered by insurance. Where requested, the Employer shall grant leave of absence with pay.
- (b) (1) Employees who are required to operate VDTs on a continuous basis shall be entitled to two (2) additional ten (10) minute rest breaks per work day to be scheduled by agreement at the local level.
- (2) Employees required to continuously operate VDTs for three and one-half (3.5) consecutive hours or longer but less than their full shift shall be reassigned to alternate work duties for one (1), ten (10) minute period. Where alternate work duties are not available, employees shall receive a ten (10) minute rest break.

- (c) (1) Pregnant employees shall have the following options:
  - (i) not to continue monitoring VDTs, or
  - (ii) not working in the area of one (1) meter of VDTs which use cathode ray tubes, or
  - (iii) to work at a shielded VDT should one be present in the worksite.
- (2) When a pregnant employee chooses not to monitor such VDTs, or chooses not to work in such an area, if other work at the same or lower level is available within the offices within her headquarters area, she shall be reassigned to such work and paid at her regular rate of pay.
- (3) Where work reassignment in (2) above is not available, a regular employee will be considered to be on leave of absence without pay until she qualifies for maternity leave.
- (d) Where employees are on leave of absence pursuant to (c) above, and opt to maintain coverage for medical, dental, extended health, group life, and long term disability plans, the Employer will continue to pay the Employer's share of the required premiums.
- (e) The Employer shall ensure that new equipment shall:
  - (1) have adjustable keyboards and screens;
  - (2) meet the most stringent emission standards of the Federal Radiation Emitting Devices Act and other standards established by the Federal Health and Welfare, the B.C. Workers' Compensation Board or the Provincial Ministry of Health.

The Permanent Joint Occupational Health and Safety Committee shall review and make recommendations to ensure that the lighting and the above standards recommended by the Ministry of Labour, Occupational Environment Branch, as outlined in the publication "Working With Video Display Terminals" are being met.

- (f) The Employer shall ensure that any new office equipment required for use in conjunction with VDTs shall meet the standards recommended by the Ministry of Labour, Occupational Environment Branch, publication "Working with Video Display Terminals".
- (g) The Employer shall continue to upgrade all existing equipment and facilities to meet the standards recommended by the Ministry of Labour, Occupational Environment Branch, publication "Working With Video Display Terminals".

#### **22.11 Dangerous Goods, Special Wastes, Pesticides and Harmful Substances**

- (a) The Employer will abide by the Occupational Health & Safety Regulations of the Workers' Compensation Board.
- (b) Where employees are required to work with or are exposed to any Dangerous Good, Special Waste, Pesticide or Harmful Substance, the Employer shall ensure that the employees are adequately trained in the identification, safe handling, use, storage, and/or disposal of same.

#### **22.12 Radio Contact or Employee Check**

- (a) Where employees are required to perform duties in remote isolated areas, they shall be supplied with effective radio or radio-telephone communications or have a pre-arranged "employee check" made at specified intervals and at specified locations.
- (b) The Employer recognizes the need for coordination with operators on "radio controlled" industrial roads and agrees to make such arrangements as are required in particular circumstances to establish as safe a working environment as possible when employees are required to use such roads.

Such arrangements may include radio equipment with the appropriate frequency where the use of the frequency has been authorized by the licensed user of that frequency. The Employer agrees to make every reasonable effort to obtain such authorization from the licensed user of that frequency.

#### 22.13 Communicable Diseases

The Parties to this Agreement share a desire to prevent acquisition and transmission where employees may come into contact with a person and/or possessions of a person with a communicable disease. Accordingly, the Parties agree that this issue will be addressed by the Joint Labour/Management Committee to make recommendations to the Bargaining Principals.

#### 22.14 Safe Working Conditions

- (a) In the interest of the employee's personal safety, the Employer shall comply with the Workers' Compensation Board Regulation 8.32.
- (b) Winter shifts will be arranged in such a manner that contact with employees will be possible from a local base station or from another employee working out of the same point of assembly or, where sufficiently close, adjoining point of assembly. The matter of determining which points of assembly are sufficiently close will be referred to Joint Safety Committees.
- (c) The Parties agree that the Employer's responsibility in this clause is the assignment of personnel. Absence of an employee due to sickness or for any other reason shall not constitute a violation of this clause.
- (d) *Safe Working Conditions* -- The Employer undertakes to maintain office furniture, equipment etc. in a practical and safe condition in order to avoid injury to employees or damage to their attire. Employees, for their part and in their own interest, are expected to advise the Employer of any such potentially injurious equipment.

#### 22.15 Supply and Maintenance of Equipment

A regular employee shall not suffer any loss in salary in the event that she cannot carry out her normal duties by reason of the Employer failing to furnish or properly maintain equipment, machinery, or supplies or by reason of power failure or other circumstances occurring at the place of work.

#### 22.16 Survival First Aid Course

Those employees who by the nature of their employment are required to work in remote isolated areas shall be given the opportunity to take 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 Joint Committee for resolution.

## ARTICLE 23 - TECHNOLOGICAL CHANGE

### 23.1

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

### 23.2

- (a) For the purpose of technological change as defined in "Definitions (No. 24)", 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 23.2(a) the Joint Labour/Management Committee established under Article 29 shall meet to consult on the impact of the proposed change.
- (c) The written notice identified in 23.2(a) will provide the following information:
  - (1) the nature of the change(s);
  - (2) the anticipated date(s) on which the Employer plans to effect change(s);
  - (3) the location(s) and number(s) of employees likely to be directly affected pursuant to (d) below.
- (d) Where notice of technological change has been given pursuant to Article 23.2(a):
  - (1) Regular employees who are assigned by 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 the vacancy options, early retirement 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 within 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.
  - (3) When necessary to reduce staff due to technological change, it will be done as provided for in Article 13 or 30 as appropriate.

### 23.3

Notwithstanding Article 23.2(a), the Parties recognize that there may be circumstances of statutory obligation 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

The Parties recognize the value of maintaining on-going communication and consultation concerning changes to workplace technology, other than technological change as defined in relevant Legislation and provided for in Article 23.2(a). Accordingly, the Parties agree, pursuant to Article 29, to meet to exchange information with respect to such changes at the request of either Party.

**ARTICLE 24 - CONTRACTING OUT**

The Employer agrees not to contract out any work presently performed by employees covered by this Agreement which would result in the laying off of such employees. Specific situations may be referred to the Joint Committee.

**ARTICLE 25 - HEALTH AND WELFARE**

25.1 Basic Medical Insurance

All regular employees, whether full-time or part-time, 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. The Employer will pay one hundred percent (100%) of the regular premium.

25.2 Extended Health Care Plan

The Employer shall pay the monthly premium for regular employees entitled to coverage under a mutually acceptable extended health care plan.

The Employer agrees to increase the Vision Care Benefit from the existing coverage to two hundred dollars (\$200) effective November 1, 1996.

25.3 Dental Plan

(a) The Employer shall pay the monthly premium for employees entitled to coverage under a mutually-acceptable plan which provides:

- (1) Part A, 100% coverage;
- (2) Part B, 60% coverage;
- (3) Part C, 50% coverage.

(b) An employee is eligible for orthodontic services under Part C after twelve (12) months' participation in the Plan. Orthodontic services are subject to a lifetime maximum payment of two thousand dollars (\$2,000) per patient. Effective November 1, 1996, the lifetime maximum payment will be increased to two thousand five hundred dollars (\$2,500) per patient.

25.4 Group Life

(a) The Employer shall provide a mutually-acceptable group life plan with benefits equivalent to twice an employee's annual salary, with a minimum entitlement of eighty thousand dollars (\$80,000). Effective November 1, 1996, the minimum entitlement will be increased to eighty-five thousand dollars

(\$85,000).

The Employer shall pay one hundred percent (100%) of the premium on the base minimum as set above and the employee shall pay the premium for any insurance over the above minimum amount.

(b) As a condition of employment, regular employees hired shall enrol in the group life plan and shall complete the appropriate payroll deduction authorization forms.

(c) The group life plan shall include the following provisions for accidental dismemberment:

- |     |   |                             |
|-----|---|-----------------------------|
| (1) | loss of both hands or feet                        | the principal sum;          |
| (2) | loss of sight of both eyes                        | the principal sum;          |
| (3) | loss of one hand and one foot                     | the principal sum;          |
| (4) | loss of one hand or one foot and sight of one eye | the principal sum;          |
| (5) | loss of one hand or one foot                      | one-half the principal sum; |
| (6) | loss of sight of one eye                          | one-half the principal sum. |

#### 25.5 Air Travel Insurance

(a) In the event of death or disability incurred while travelling by aircraft on business of the Employer, regular and auxiliary employees will be covered by the terms and conditions of the Employer blanket insurance policy.

(b) The amounts specified in the policy will be paid to employees in case of disability; and in the case of death, to the employee's beneficiary as designated under the Group Life Plan, if any, or in the absence of such beneficiary, to the employee's estate.

(c) Coverage shall commence from the place of employment or residence, whichever may last occur, and end upon returning to the regular place of employment or residence, whichever may occur first. Employees are not covered while piloting an aircraft in the course of their duties unless employed or paid as a pilot, or unless otherwise authorized.

#### 25.6 Medical Examination

Where the Employer requires an employee to submit to a medical examination or medical interview, it shall be at the Employer's expense and on the Employer's time, other than a medical examination under Appendix 2, Section 1.4.

#### 25.7 Legislative Changes

If the premium paid by the Employer for any employee benefit stipulated in this Agreement is reduced as a result of any legislative or other action by the Government of British Columbia or the Government of Canada, the amount of the saving shall be used to increase other benefits available to the employees, as may be mutually agreed-to between the Parties.

#### 25.8 Employee Assistance Program

An Employee Assistance Program will be established pursuant to Memorandum of Understanding 2.

25.9 Health and Welfare Plans

- (a) A copy of the master contracts with the carriers for the extended health care, dental and group life plans shall be sent to the President of the Union.
- (b) The Employer will consult the Union before developing any pamphlet explaining the highlights of the plans for distribution to employees. The cost of such a pamphlet shall be borne by the Employer.

**ARTICLE 26 - WORK CLOTHING**

26.1

All matters pertaining to the provision and maintenance of work clothing shall be in accordance with the terms of the this Agreement.

(a) *Supply of Required Uniforms*

- (1) Where the Employer requires designated employees to wear a uniform, the uniform shall be supplied as soon as possible after hiring at no cost to the employee.
- (2) The cost of approved cleaning, laundering, and repairing will be borne by the Employer. The Employer will provide an allowance of twenty dollars (\$20) per month where arrangements have not been made for cleaning, laundering and repairing.
- (3) The type of uniform or wearing apparel to be provided shall be determined by Joint Labour/Management Committee.

(b) *Protective Clothing*

- (1) Protective clothing is understood to mean wearing apparel which protects the employee's clothing from excessive dirt, grease, sparks or chemicals.
- (2) The Employer agrees to supply the following protective apparel:
  - (i) Individual issue coveralls to the following:
    - (a) *Painter (Bridge)* - maximum two (2) pair per week;
    - (b) *Mechanic* - maximum three (3) pair per week.
  - (ii) Individual issue laboratory coats or counter coats:
    - (a) *Mechanic Supervisor* - maximum two (2) per week;
  - (iii) Individual issue welder's leather jackets and aprons where appropriate.
  - (iv) Plant issue rubber boots, aprons, gloves and goggles where appropriate when employees are cleaning or washing machinery or

equipment.

- (v) Plant issue coveralls to operators when they are required to service equipment.
- (vi) Plant issue coveralls to Yardmen when required.
- (vii) Plant issue coveralls to those employees engaged in the operation of Distributor Trucks, engaged in the operation of open highways sweepers and those engaged in sign maintenance, asphalt patching and crack sealing.
- (viii) Plant issue coveralls to Bridgemen and Bridge Labourers when required to work with creosote.
- (ix) Any individual issue item described above must be worn by the employee on a regular basis or the Employer reserves the right to cancel this issue.
- (x) Where the Employer supplies items listed above, the Employer agrees to bear the cost of approved laundering and repair. It may be necessary in some locations for the Employer to provide the apparel and an allowance in lieu of laundry and repair. In such cases, an allowance of twenty dollars (\$20) per month will be provided.

(c) *Coverall Issue*

- (1) The Employer agrees to supply an individual coverall issue to employees in the following classifications:
  - (i) *Bridgeman 1-3*, two (2) pair
  - (ii) *Bridge-Labourer*, two (2) pair
- (2) It shall be the responsibility of the employees to maintain, clean, and repair such coveralls.

(d) *Safety Equipment*

- (1) With the exception of prescription glasses, the Employer will supply all safety equipment required for the job under Workers' Compensation Regulations. Where the Employer's regulations regarding safety footwear exceed Workers' Compensation Board Regulations, then the Employer shall supply such footwear. Where the following safety equipment is required by the Workers' Compensation Board it will be issued on an individual basis:
  - (i) Hard hats and liners where required;
  - (ii) Safety gloves;
  - (iii) Safety or welding goggles and helmets;
  - (iv) Respirators;
  - (v) Protective hearing devices;
  - (vi) Safety footwear.



(2) Replacement of unserviceable items will be made upon surrender of items to be replaced and proof that replacement is not a result of negligence by the employee.

(e) *Protective Clothing - Administrative Services* -- The Employer shall provide adequate protective clothing where the need arises.

(1) This shall normally include smocks, laboratory coats, or coveralls where the employee's clothes may be soiled due to the work situation.

(2) Where work is to be performed outdoors in inclement weather pursuant to (1) above, the necessary rainwear, parkas, or gloves shall also be made available.

#### 26.2 Purchase of Work Clothing

The Union and the Employer agree that preference will be given to B.C. suppliers when clothing or wearing apparel is purchased by the Employer. Upon depletion of existing stocks and termination of current contracts, all apparel supplied by the Employer shall be Union-made where available and shall bear a label so stating. The aims of this policy are:

- (a) to encourage business operations within B.C.;
- (b) to foster new job-creating enterprises throughout the province; and
- (c) to promote growth and stability in B.C.

For the term of this Agreement, where the Employer can demonstrate to the Union that where an article of clothing or wearing apparel:

- (a) is manufactured in B.C.; or
- (b) creates new jobs in B.C.

at the provincial industry-standard rate of pay, the Union will consider the provisions of Union label to have been met.

#### 26.3 Replacement Provisions

(a) An employee who is in receipt of an issue of uniform/clothing will have replacement made when he/she surrenders unserviceable items previously issued.

(b) Replacement shall be made such that the number of said items in an employee's possession is equal to the number of said items provided for in this Agreement.

### ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES

#### 27.1 Pay Days

(a) Employees shall be paid biweekly every second Friday. Auxiliary employees shall receive their paycheque no later than four (4) weeks after they commence employment.

- (b) A comprehensive statement detailing all payments, allowances and deductions shall accompany the pay cheque for each pay period. All premiums and allowances payable shall be paid out no later than four (4) weeks from the date of earning them.
- (c) The Employer shall provide for the direct deposit (electronic funds transfer) of the employee's pay in a participating chartered bank, trust company or credit union of the employee's choice on or before the appropriate pay day. Employee participation shall be compulsory except where access to a financial institution with capability of accepting direct deposit is not available. Where direct deposit is not available and pay cheques are now delivered in individual sealed envelopes, this practice shall not be changed without mutual agreement at the local level.
- (d) When a pay day falls on an employee's rest day the Employer shall issue the pay cheque on the last shift worked prior to the pay day, provided the cheque is available.
- (e) Employees working shifts shall receive pay cheques in accordance with the following:
  - (1) *day shift* - on the pay day;
  - (2) *afternoon shift* - coming off the shift prior to the pay day;
  - (3) *night shift* - coming off the shift the morning of the pay day.
- (f) If the pay cheque is not available on the pay day, the Employer shall arrange for the employee to be provided on the pay day with an adequate advance on his/her salary.

#### 27.2 Rates of Pay

- (a) Employees shall be paid in accordance with the rates of pay negotiated by the Parties to this Agreement, subject to Clause 27.6 and Appendix 1, Rates of Pay for Apprentices. An employee who severed his/her employment between August 1, 1988 and the date of signing of this Agreement shall be entitled to receive full retroactivity of an increase in salary upon written request.
- (b) The distribution of pay cheques shall be done in such a manner that the details of the pay cheque shall be confidential.
- (c) Rates of pay shall be as indicated in Appendix 1.

#### 27.3 Substitution Pay

- (a) When an employee temporarily substitutes in, or performs the principal duties of, a higher-paying position, he/she shall receive the rate for the job, where a single rate is established. If a salary range is established, he/she shall receive the minimum rate of the new salary range or the rate in the new salary range which is the closest step to eight percent (8%) above his/her current rate, whichever is greater, but not more than the top of the new salary range. Employees on short term disability leave, special leave, or any other paid leave of absence will be entitled to the basic rates of pay they received prior to substituting in a higher position.

Payment for leave under Articles 20.1 and 20.2 will be made at an employee's basic pay, except if an employee has been working in a higher paid position than his/her regular position for a majority of his/her regularly scheduled hours in the sixty (60) days preceding his/her leave, in which case he/she shall receive the higher rate.

- (b) Substitution pay is not payable when an employee has not been designated by the Employer to substitute.

- (c) Where the Employer requires an employee to work part days at a higher paying position, for more than one half (2) hour, he/she shall be paid the higher rate by one half (2) day increments.
- (d) The application of this clause shall not include training time.
- (e) Beginning April 1, 1989, employees who have been performing the duties in a substitution capacity for six (6) months shall be considered to have assumed the position that they are substituting in, with the exception of Long-Term Disability.

#### 27.4 Rate of Pay on Reclassification or Promotion

When an employee is promoted or reclassified to a higher-paying position in the salary schedule, the employee will receive the rate for the position.

#### 27.5 Pay on Temporary Assignment

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

#### 27.6 Salary Protection and Downward Reclassification of Position

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

#### 27.7 Vehicle Allowances

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. The allowance shall cover distance to and from the employee's place of residence up to a total maximum of thirty-two (32) kilometres, only when the employee is required to have his/her vehicle at work for use in the performance of his/her duties.

Vehicle allowances shall be thirty-one cents (314) per kilometre.

#### 27.8 Meal Allowances

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

Meal allowances shall be:

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

27.9 Transportation for Employees

Transportation will be provided to employees who are required to work other than their normal working hours, and who must travel to or from their home during the hours between 1:00 a.m. and 6:00 a.m. and when convenient public transportation or other transportation facilities are not available. An employee shall be reimbursed for the cost of commercial transportation upon presentation of receipts, up to a maximum of eight dollars (8).

27.10 Cashier Policy

Employees who perform duties as cashiers shall not be penalized for cash errors. Cashiers who do make excessive and too frequent cash errors shall be:

- (a) Provided with further training as a cashier; or
- (b) Provided retraining with a view to placement in a more suitable position; or
- (c) Liable for disciplinary action provided there was no success in (a) or (b).

27.11 Abnormal Working Conditions

Premium rates for abnormal working conditions shall be as follows:

(a) *Danger Pay*

Except for Bridgeman or Bridge Labourers a premium allowance of sixty cents (60¢) per hour shall be paid in addition to regular rates of pay for 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 more than fifty (50) feet/15.24 meters above surrounding terrain. Premium allowance shall apply to actual time while exposed, except that the minimum time shall be one half (2) hour.

(b) *Dirty Money*

A premium allowance of fifty cents (50¢) per hour shall be paid in addition to regular rates of pay to employees in trades, helper or apprentice classifications required to work in areas contaminated with sewage. Premium allowance shall apply to actual time while exposed, except that the minimum time shall be one half (2) hour.

(c) *Welding and Cutting of Galvanized Material*

A premium allowance of sixty cents (60¢) per hour shall be paid in addition to regular rates of pay for employees required to weld or torch cut galvanized material. Premium allowance shall apply to actual time while exposed except that the minimum time shall be one half (2) hour.

(d) *Motorcycle Premium*

Patrolmen, in addition to their regular pay, shall receive two dollars and thirty cents (\$2.30) per shift when operating a motorcycle in the performance of their duties.

27.12 Upgrading Qualifications

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

**27.13 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 with similar work experience, training, and education.

27.14 Salary Rate on Demotion

When an employee is demoted the employee shall receive the rate for the position if a single salary. If a salary range is established, the maximum reduction shall be the closest step to eight percent (8%), but where the differential between the employee's salary before demotion and the maximum salary of the lower position is greater than eight percent (8%), the new salary shall be the maximum of the new position.

27.15 Hourly, Daily and Partial Month Calculations

The formula for paying a biweekly or hourly salary is as follows:

The daily rate shall be determined by multiplying the number of regularly scheduled hours in the employee's day shift by the hourly rate. For the purposes of converting a biweekly rate to a monthly rate, the formula will be as follows:

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The formula for paying a partial salary to employees paid on a biweekly basis is:

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click here to view equation.**

When an Article in this Agreement has a reference to payments at the "end of the month following the month" in which an event occurs, payment will be "at the end of the second pay period following the pay period" in which the event occurs.

Similarly, a reference to payments on specified dates will mean payment on the closest pay period pay day to the specified date.

**27.16 Work Time Records**

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

(b) All daily rate employees shall submit a time sheet on a daily basis to the foreman.

**27.17 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 five dollars (\$5) per day while training. In such cases, the most senior qualified operator with the capability to provide training in the required class of equipment shall be given the opportunity to provide such training.

**27.18 Supervisory Allowance**

Where an employee is temporarily required by the Employer to supervise a group of employees for one half (2) working day or longer, he/she shall receive substitution pay pursuant to Article 27.3.

**27.19 Expenses Within Headquarters Area**

An employee in performing his/her duties within his/her headquarters area may claim unusual and/or extraordinary out-of-pocket expenses, subject to approval by the Employer. It is agreed that payment for out-of-pocket expenses is intended to include payment for meals where the situation warrants. It is not the intention to pay meal allowances where the employee can be reasonably expected to provide his/her own meal.

**27.20 Entertainment Expenses**

When employees have occasion to entertain non-service personnel in the course of their duties, they shall, subject to prior approval, be reimbursed for reasonable expenses.

**27.21 Graduated Retirement Program**

(a) In recognition of long years of service, the Employer may grant employees the opportunity to work part-time prior to retirement once the employee has established his/her date of retirement. Terms and conditions of the graduated retirement program will be negotiated individually with each employee making application under this provision, and may vary for each employee to reflect the Parties personal and operational requirements. However, each

agreement will be governed by the following conditions:

- (1) The applicants employment status will be converted to regular part-time with defined periods of work and leaves of absences. Such employees will be entitled to accept auxiliary recall opportunities during leave periods; and
  - (2) An employee will maintain full entitlement to the health and welfare benefits of this collective agreement; and
  - (3) The position held by the employee shall be considered a vacancy for the purposes of Clause 12.8 at the commencement of his/her formal retirement or last day worked for the Employer, whichever occurs first.
- (b) This gradual retirement program can be at the request of either Party, but the Employer's approval/offer will be governed by operational requirements within the classification of the employee. Copies of an agreement established under this provision shall be provided to the Joint Labour Management Committee.

## **ARTICLE 28 - CLASSIFICATION AND RECLASSIFICATION**

### **28.1 Classification Specifications**

The Employer agrees to supply the President of the Union or his/her designate with the classification specifications for those classifications in the bargaining unit.

### **28.2 Job Evaluation Plan**

- (a) The Employer agrees that no job evaluation plan pertaining to positions covered by this Agreement will be introduced without the mutual agreement of the Parties.
- (b) To facilitate the orderly introduction of, or change in, job evaluation plans, the Labour/Management Committee shall consist of an equal number of representatives of each Party.
- (c) The committee shall formulate the job evaluation plans used within the Bargaining Unit and shall make joint recommendations to the bargaining principals for ratification.
- (d) The committee may direct the formation and establish the terms of reference of subcommittees to undertake the mechanics of any study approved by this Committee.
- (e) Introduction and establishment of mutually agreed-upon job evaluation plans shall be subject to mutual agreement as to timing, in conjunction with Clause 28.3.
- (f) The Employer may update classification standards where it does not change the relative value of a classification or impact on a classification series. When revised classification standards are issued by the Employer copies will be filed with the President of the Union.

### **28.3 Classification and Salary Assignments**

- (a) When a new or substantially altered classification covered by this Agreement is introduced, or a different or substantially altered piece of equipment is introduced, the rate of pay shall be subject to negotiations between the Employer and the Union.
- (b) If the Parties are unable to agree on the rate of pay for the new or substantially altered classification within ten (10) days of their first meeting or such other period as agreed to by the Parties, the Employer may implement the classification and attach a salary.
- (c) The Union may then refer the matter within thirty (30) days to the special arbitrator agreed by the Parties who shall determine the new 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.

#### **28.4 Classification Appeal Procedure**

An employee shall have the right to grieve, through the Union, the classification of the position he/she occupies.

- (a) If an employee believes that the position he/she occupies is improperly classified, he/she shall discuss the classification or grade with his/her immediate supervisor.
- (b) The supervisor shall, upon request, provide the employee with a written statement of duties and responsibilities within thirty (30) days of the request.
- (c) Upon request, the employee and his/her immediate supervisor shall discuss this statement by comparison with the classification specification(s).
- (d) If there is a dispute between the supervisor and the employee concerning the classification or grade of the position he/she occupies, or if the employee believes there is a conflict between his/her classification specification and the statement of duties, the employee may initiate a grievance.
- (e) The effective date of any resulting change in classification shall be the first day of the biweekly pay period following the date that a job description was requested pursuant to Article 28.4(b).

#### **ARTICLE 29 - JOINT LABOUR/MANAGEMENT COMMITTEE**

##### **29.1 Establishment of Joint Committee**

The Parties agree to establish a Joint Labour/Management Committee composed of members equal in number, represented by the Employer and the Union. The size of this Committee shall be three (3) Union representatives and three (3) senior Employer representatives. This Committee may call upon additional persons for technical information or advice. The Committee may establish sub-committees or ad hoc committees as it deems necessary and shall set guidelines and operating procedures for such committees.

##### **29.2 Meetings of Committee**

The Joint Committee shall meet at least once every sixty (60) days or at the call of either Party at a mutually-agreeable time and place. Employees shall not suffer any loss of basic pay for time spent on this Committee.



29.3 Chairperson of Committee

An Employer representative and a Union representative shall alternate in presiding over meetings.

29.4 Responsibilities of Committee

- (a) The Committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this Agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Employer and shall not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions.
- (b) The Committee shall have the power to make recommendations to the Union and the Employer on the following general matters:
  - (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the Parties;
  - (2) correcting conditions causing grievances and misunderstanding.

**ARTICLE 30 - AUXILIARY EMPLOYEES**

30.1 Auxiliary Employees

- (a) An auxiliary employee shall receive a letter of appointment clearly stating his/her employment status and expected duration of employment.
- (b) Auxiliary employees who have worked 1957 hours in a fifteen (15) month period and who are employed for work which is of a continuous full time or continuous part time nature, shall be converted to regular status effective the beginning of the month following the month in which they attain the required hours.

30.2 Seniority

- (a)
  - (1) For the purpose of layoff and recall, an auxiliary employee who has worked in excess of thirty (30) days shall accumulate service and classification seniority within a seniority unit, as defined in this Agreement, on the basis of:
    - (i) all hours worked at the straight-time rate;
    - (ii) designated paid holidays or days off in lieu in accordance with Clause 30.09;
    - (iii) annual vacation in accordance with Clause 30.10(b);
    - (iv) leave pursuant to Clause 30.12.
  - (2) The total hours above shall be converted to a seven and one-half (7 1/2) hour shift to establish seniority.
  - (3) Upon completing thirty (30) work days (seven and one-half our shifts), an auxiliary employee's seniority shall include the accumulated thirty (30) work days.
- (b) Subject to Clause 30.3, an auxiliary employee shall retain his/her service and classification seniority if he/she is moved by the Employer from one

seniority unit to another.

(c) For the purpose of layoff and recall, auxiliary employees who are on a claim recognized by the Workers' Compensation Board which arises out of a work-related injury while employed by the Employer, shall earn seniority for all hours the employee would have worked had he/she not been injured and been able to stay on the job.

(d) One service seniority list shall be maintained for each yard or maintenance depot covering all Mainroad Contracting Ltd. employees working out of that yard or maintenance depot.

(e) A current work unit service seniority list shall be posted quarterly in each seniority unit.

(f) Same Service Seniority Date - When two (2) or more regular or auxiliary employees have the same service seniority date and when mutual agreement cannot be reached, then seniority shall be determined by chance.

### 30.3 Loss of Seniority

An auxiliary employee will lose his/her service and classification seniority when:

- (a) he/she is terminated for just cause;
- (b) he/she voluntarily terminates or abandons his/her position;
- (c) he/she is on layoff for more than nine (9) months;
- (d) he/she is unavailable for, or declines, three (3) offers of re-employment as provided in Clause 30.4; or
- (e) he/she becomes a regular employee.

### 30.4 Layoff and Recall

(a) Layoff of auxiliary employees shall be by classification in reverse order of service seniority within a seniority unit as described in Appendix 3.

(b) Auxiliary employees on layoff shall be recalled in order of service seniority within a seniority unit, provided the auxiliary employee is qualified to carry out the work which is available.

(c) Notwithstanding (a) above, auxiliary employees hired for seasonal work or a term certain shall be laid off upon completion of the season or term and shall be subject to recall procedures in accordance with (b) above.

(d) Auxiliary employees hired for special projects, as mutually agreed-to between the Employer and the Union, or auxiliary employees hired under the auspices of the Ministry of Labour's Special Employment Programs, shall be considered terminated for cause in accordance with Clause 30.3(a) upon completion of their project or program.

(e) The Employer will schedule time periods during which auxiliary employees on layoff will be contacted as work is available. These scheduled time periods will be established by seniority units based on the scheduling patterns for that unit, such that auxiliary employees will not be required to be available more than three (3) hours on any one day or for more than one (1) period per shift, at their contact point established pursuant to Section (g).

Calls made to auxiliary employees outside of the scheduled time periods will be treated in accordance with the applicable sections of this Article.

(f) Auxiliary employees will be advised, in writing, of the scheduled time periods and of any changes thereto. Auxiliary employees, on layoff, are required to be personally available at their contact point during these scheduled time periods. Section (h) and (j) detail the exceptions to this provision.

(g) Auxiliary employees will provide a direct communication link that will give them personal contact with their work unit/recall section. This communication link must be appropriate to the Employer's operation and may include telephone, radio telephone, public media, on call boards, written communication, etc.

(h) Where a written communication link is established, a single attempt by registered mail will be made to contact the auxiliary employees. Where telephone/radio telephone communication is used, two (2) attempts, at least five (5) minutes apart, will be made to contact the auxiliary employees. In the case of an emergency situation, a single verbal attempt will be made to contact the auxiliary employees.

(i) Auxiliary employees are responsible for advising their work unit/recall section, in writing, of their current phone number, address, radio call numbers, etc., as established in Section (g), and for the accuracy and completeness of the information provided. Where public communication or display media are used by the Employer to advise auxiliary employees of work available, the auxiliary employees will check such media in the manner indicated by the Employer. Auxiliary employees are responsible for maintaining the necessary equipment required to receive notice, in an operable condition, except where such maintenance is beyond their control.

(j) Auxiliary employees on layoff who experience problems with their communication link established under (g) above, or who will not be available at their contact point during the scheduled time period for those reasons outlined in (n) below, are required to contact their work unit/recall section in advance of the scheduled time periods as designated by the Employer. The auxiliary employees may be required to contact their work unit/recall section during the scheduled time period to obtain a specific work schedule, etc.

(k) If the "Employer is unable to contact auxiliary employees during the scheduled time periods established in Section (e) above, will immediately advise the employees by certified mail of the date, time and result of the contact attempt(s), and that they are considered to have been unavailable for work for purposes of Clause 30.3(d). An Employer unable to contact auxiliary employees outside of the scheduled time periods will not count such unavailability for purposes of Clause 30.3(d) except as specified in (l) below.

(l) Where auxiliary employees are contacted outside of the scheduled time periods and decline work in an emergency situation, other than for reasons outlined in (n) below, they will be considered to have declined work for purposes of Clause 30.3(d).

(m) Where auxiliary employees are contacted during the scheduled time periods established in (e) above, and decline the work offered, such decline will be considered to be a decline for purposes of Clause 30.3(d).

(n) Auxiliary employees who are unavailable in the following circumstances, and who call in to their work unit/recall section at the times designated by the Employer, will not have the decline or unavailability count as an occurrence for purposes of Clause 30.3(d):

- (1) absence on a WCB claim;
- (2) maternity leave;
- (3) absence on bereavement as per Clause 30.5(c);

- (4) leave to participate in activities of a reserve component of the Canadian Armed Forces;
- (5) 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;
- (6) illness of a dependent child of an auxiliary employee, where no one other than the employee can care for the child. Proof of illness may be required if a pattern of consistent absence is developing. Such leave will not exceed two (2) days;
- (7) Union leave per Clause 2.10;
- (8) jury duty;
- (9) medical or dental appointments.

(o) Auxiliary employees subject to recall shall lose their service and classification seniority and shall be considered terminated for just cause where they are unavailable for or decline work on three (3) separate occasions in the calendar periods between January 1st and June 30th inclusive or July 1st and December 31st inclusive.

It is understood that only one decline/unavailability may be counted per calendar day and when an employee declines or is unavailable for recall for work during a calendar day, the Employer shall not be required to make further offers of work to the employee for the calendar day which the employee has declined or been unavailable for.

- (p) (1) Auxiliary employees, with the agreement of the Employer, may specify days and/or times of availability. Such agreed to days and/or times and any agreed to alterations thereto, shall be in writing and include the days and/or times, and effective date.
  - (2) Where a recall for work on such days and/or times occurs, it shall be made on the basis of seniority and in accordance with the provisions of (b) and (e) through (n) above.
  - (3) Should an auxiliary employee wish to revert from having specified days and/or times of availability to full availability, the employee may do so by providing the Employer with ten (10) days' written notice.
- (q) Auxiliary employees unavailable for, or declining work offered to them, will not accumulate service or classification seniority for the hours that might have been worked. This may result in changes in ranking on the seniority list as junior employees work these hours.
- (r) The Employer is not required to recall auxiliary employees who have already accumulated 1957 hours in a 12-month scheduling period.
- (s) (1) Auxiliary employees who report for work at the call of the Employer shall be paid for all hours worked with a minimum of two (2) hours pay at their regular rate unless the employee is unfit to perform his/her duties or has failed to comply with the Occupational Health and Safety Regulations of the Workers' Compensation Board.
  - (2) Where an employee commences work he/she shall receive three and one-half (3.5) hours pay at his/her regular rate unless:
    - (i) his/her work is suspended for reasons completely beyond the control of the Employer; or

- (ii) the duration of the work assignment is known in advance by the employee;

in which instances the provisions of Clause (s)(1) shall apply.

### 30.5 Application of Agreement

- (a) Except as otherwise noted in this Article, the provisions of Articles 11, 13, 17, 18, 19, 20, 21, and 25 do not apply to auxiliary employees. The provisions of other Articles apply to auxiliary employees, except as otherwise indicated.
- (b) Any auxiliary employee who is eligible to vote in a Federal, Provincial, or Municipal election, or a referendum shall have four (4) consecutive clear hours during the hours in which the polls are open in which to cast his/her ballot.
- (c) Auxiliary employees shall be entitled to leave provisions of Clause 20.1 (Bereavement Leave); however, such leave shall be without pay.
- (d) Maternity leave for auxiliary employees with less than 1957 hours worked in a fifteen (15) month period shall be in accordance with the Employment Standards Act.

### 30.6 Health and Welfare

In lieu of health and welfare benefits, auxiliary employees shall receive compensation of seventy cents (70¢) per working hour.

### 30.7 Weekly Indemnity

- (a) Clause 30.6 will not apply when an auxiliary employee is receiving benefits under this Clause.
- (b) Auxiliary employees are eligible for weekly indemnity benefits upon accumulation of four hundred (400) hours of auxiliary seniority. Once established, eligibility for weekly indemnity is retained unless the auxiliary employee loses auxiliary seniority. Weekly indemnity benefits are payable for each period of illness up to a maximum of fifteen (15) weeks at sixty percent (60%) of the auxiliary employee's normal average earnings. Normal average earnings are calculated by averaging the straight time hours paid in the six most recent biweekly pay periods in which earnings occurred.
- (c) The benefit waiting period in each case of illness will be fourteen (14) calendar days. This means that benefits will be paid from the fifteenth (15th) day of illness.
- (d) Subject to 30.7(c), full benefits will be reinstated:
  - (1) in the case of new illness, after the auxiliary employee returns to active employment following the most recent absence due to illness and accumulates one hundred fifty (150) more hours of auxiliary seniority;
  - (2) in the case of a recurrence of a previous illness, after the auxiliary employee returns to active employment following the most recent absence due to that illness and accumulates four hundred (400) more hours of auxiliary seniority.
- (e) The payment of benefits to a person who is laid off or separated prior to termination of his/her illness shall be continued after the layoff or separation until the total number of weeks for which benefits have been paid in respect of that illness is fifteen (15) weeks or the duration of the illness, whichever

occurs first, except that benefits will cease on the effective date of a scheduled layoff or separation, if the illness occurs two (2) months (or less) before that layoff or separation, provided that notice of the layoff or separation was given prior to the occurrence of the illness.

(f) The benefits described in this Clause shall not be available to an auxiliary employee whose illness, injury, or personal circumstances may be described by any one of the following conditions:

- (1) who is not under the care of a licensed physician;
- (2) whose illness is occupational and is covered by Workers' Compensation;
- (3) whose illness is intentionally self-inflicted;
- (4) who is pregnant and has a pregnancy-related illness during the period commencing with the tenth (10th) week prior to the expected week of confinement and ending with the sixth (6th) week after the week of confinement; or during any period of formal maternity leave taken by the auxiliary employee pursuant to the Employment Standards Act or to mutual agreement between the auxiliary employee and her Employer; or during any period for which the auxiliary employee is paid Unemployment Insurance maternity benefits;
- (5) whose illness results from service in the Armed Forces;
- (6) whose illness results from riots, wars or participation in disorderly conduct;
- (7) who is ill during a period of paid vacation;
- (8) whose illness is sustained while he/she is committing a criminal offence;
- (9) who is engaged in an employment for a wage or profit;
- (10) who is ill during a strike or lockout at the place where he/she was employed if that illness commences during the strike or lockout;
- (11) who is serving a prison sentence;
- (12) who would not be entitled to benefits payable pursuant to Part II of the Unemployment Insurance Act because he/she is not in Canada;
- (13) who is absent from work because of plastic surgery performed solely for cosmetic purposes except where the need for surgery is attributable to an illness or injury.

(g) The Parties agree that the complete premium reduction from the Unemployment Insurance Commission accruing through the improved sick leave plan and the weekly indemnity plan will be returned to the Employer. This in exchange for the implementation of the above-mentioned plans.

### 30.8 Medical, Dental and Group Life Insurance

(a) Auxiliary employees will be eligible for coverage under Clauses 25.1, 25.2, 25.3 and 25.4 after completion of 1957 hours worked in a fifteen (15) month period. Such auxiliary employees receiving benefits under this Clause will not receive the money in lieu of benefits under Clause 30.6.

- (b) An auxiliary employee will cease to be entitled to coverage under (a) above when he/she loses his/her seniority in accordance with Clause 30.3(a), (b), (c) or (d).
- (c) A Joint Committee shall be established to determine the administrative feasibility of covering long-term auxiliary employees with the long term disability plan referred to in Article 19.
- (d) Auxiliary employees qualified under (a) above shall be entitled to maintain coverage under such plans for a maximum period of three (3) consecutive months immediately following the month in which the layoff occurs by paying the premium themselves.
- (e) When an auxiliary employee on layoff, who has previously qualified under (a) above and has not ceased to be entitled under (b) above, is recalled, the employee shall immediately be entitled to the benefits under (a) above.

30.9 Designated Paid Holidays

- (a) Auxiliary employees shall be compensated for the paid holiday who have:
  - (1) worked the day before and the day after a paid holiday; or
  - (2) worked fifteen (15) of the previous thirty (30) days; or
  - (3) worked at least one hundred five (105) hours at the straight time rate in the previous thirty (30) days.

This clause shall not apply to employees who have been terminated and not on layoff status.

- (b) An auxiliary employee who is qualified in (a) to receive compensation for the holiday and who is required to work on that day shall be compensated at the same rate as regular employees in the same situation, as outlined in Article 17.

30.10 Annual Vacations

- (a) Auxiliary employees will be entitled to receive vacation pay at the rate of six percent (6%) of their regular earnings. Auxiliary employees shall receive their earned vacation pay upon termination or calculated up to November 30th and paid before December 31st of the year in which the vacation pay was earned.
- (b) Auxiliary employees who have completed 1957 hours worked in a 15-month period shall be eligible for annual vacation leave in accordance with the provisions of this Clause and Clause 18.1, except that the first vacation year is the calendar year in which the anniversary of eligibility occurs. Auxiliary employees eligible for annual vacation shall not be entitled to vacation pay as in (a) above.
- (c) The calendar year in which an employee qualifies for vacation leave under (b) will be considered the first partial year of service for purposes of vacation entitlement, and subject to 18.7 any unused vacation entitlement earned during that year will be paid to the employee on the final pay day of that year.

- (d) Upon qualifying for vacation leave an auxiliary employee will be paid any earned vacation pay owing to that date and thereafter will earn vacation leave in accordance with Clause 18.2.
- (e) Vacation leave shall be scheduled in accordance with the provisions of this Agreement, except that employees hired for vacation relief or for seasonal operations may be restricted as to the time of year they may schedule vacation.
- (f) Vacation schedules, once approved by the Employer, may be rescheduled if it is displaced by an emergency or because the employee is absent on an approved WCB claim.
- (g) Auxiliary employees who qualify for vacation leave shall be covered by the provisions of Clauses 18.4, 18.7, 18.8, 18.9 and 18.10.

30.11 Apprentices

Apprentice employees who become auxiliary employees as a result of no regular positions being open when they complete their apprenticeship shall retain their banked sick leave and draw on it in accordance with Article 19.

30.12 Eligibility Requirements for Benefits

Auxiliary employees will qualify for short term illness and injury plan (STIIP) Articles 20.1, 20.2, 20.3, 20.4, 20.5, 20.9, 20.11, 20.12, 20.13 and Article 21 as follows:

- (a) An employee will be entitled to benefits under this Clause after completion of 1957 hours worked in a fifteen (15) month period.
- (b) An auxiliary employee will cease to be entitled to coverage when he/she:
  - (1) fails to maintain twelve hundred (1200) hours worked at the straight time rate within the previous twelve (12) month period except as provided under Article 21,
  - (2) loses his/her seniority in accordance with Clause 30.3(a), (b), (c), or (d).
- (c) Benefits will not be paid on layoff except as provided in Appendix 2, Clause 1.10.
- (d) Auxiliary employees on layoff or subject to recall will not be eligible for benefits until after their return to work and subject to meeting the eligibility requirements. ("Return to work" is understood to mean the employee completed at least one-half (2) of a scheduled work day or shift.)
- (e) Where there is no established work schedule the calculation of hours for the purposes of STIIP benefits shall be based on the average number of hours worked during the three (3) month period immediately preceding absence due to illness.

**ARTICLE 31 - GENERAL CONDITIONS**

31.1 Parking



The Employer and the Union agree that there shall be no change in parking regulations and policies except by mutual agreement of the Parties. The Joint Labour/Management committee shall be able to study the matter of employee parking and make recommendations to the Parties.

### 31.2 Tools

- (a) No employees, other than those classified as tradespersons, helpers, or apprentices, will be required to supply work tools or equipment.
- (b) An employee shall furnish and replenish his/her inventory of personal hand tools. The Employer shall furnish and maintain power tools, specialty tools, testing equipment and all other equipment as required to service or repair Employer owned, rented or leased equipment.
- (c) The Employer will replace the employee's hand tools, pneumatic tools, power tools and tool boxes required for the job, which may be lost or broken while used on the job, upon reasonable proof of such loss or breakage, and proof that there has been no negligence on the part of the employee. Replacement will be of equal quality. In order for the employee to qualify for replacement of tools, the employee must provide in advance to the Employer a written inventory of his/her tools approved by the appropriate Employer designate detailing the number, type, make, and serial number (if applicable) of each tool.
- (d) Premiums and allowances for tools shall be in accordance with Appendix 7.

### 31.3 Comprehensive Insurance

The Employer agrees to provide comprehensive insurance covering tools, reference texts, and instruments owned by the employees and required to be used in the performance of their duties at the request of the Employer.

### 31.4 Indemnity

- (a) *Civil Action* - except where a joint Union-Employer Committee considers that 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/her 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/her duties and is subsequently found not guilty, the employee shall be reimbursed for reasonable legal fees.
- (c) At the option of the Employer, the Employer may provide for legal services in the defence of any legal proceedings involving the employee (so long as no conflict of interest arises between the Employer and the employee) or pay the legal fees of counsel chosen by an employee.
- (d) In order that the above provisions shall be binding upon the Employer, the employee shall notify the Employer immediately, in writing, of any incident or course of events which may lead to legal action against him/her, and the intention or knowledge of such possible legal action is evidenced by any of the following circumstances:
  - (1) when the employee is first approached by any person or organization notifying him/her of intended legal action against him/her;
  - (2) when the employee himself/herself requires or retains legal counsel in regard to the incident or course of events;

- (3) where any investigative body or authority first notifies the employee of any investigation or other proceeding which might lead to legal action against the employee;
- (4) when information first becomes known to the employee in the light of which it is a reasonable assumption that the employee would conclude that he/she might be the object of legal action; or
- (5) when the employee receives notice of any legal proceeding of any nature or kind.

### 31.5 Payroll Deductions

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

### 31.6 Political Activity

#### (a) *Municipal and School Board Offices:*

- (1) employees may seek election to Municipal and School Board Offices, provided that:
  - (i) the duties of the Municipal or School Board Office other than regular council or board meetings do not impinge on normal working hours as an employee;
  - (ii) there is no conflict of interest between the duties of the Municipal or School Board Office and the duties of the employee.
- (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 Clause 20.4(a) to engage in the election campaign. If elected, the employee shall be granted leave of absence in accordance with Clause 20.4(c). If not elected, the employee shall be allowed to return to his/her former position.

### 31.7 Copies of Agreements

- (a) The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and his/her rights and obligations under it. For this reason, sufficient copies of the Agreement will be printed for distribution to employees. The cost of such printing and distribution shall be borne equally by the Parties.

The Union shall distribute the collective agreements 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  
MAINROAD CONTRACTING LTD.  
and the  
B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION

Effective to July 31, 1997

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

31.8 Travel Advance

Regular employees not covered by a work party advance, and who are required to proceed on travel status, shall be provided with an adequate travel advance. The amount of advance will be determined by such factors as time away from headquarters and the frequency of reimbursement.

31.9 Reorganization

- (a) The Parties recognize that it is in the best interests of employees for consultation to take place with the legally certified bargaining agent regarding the effect of reorganization on the employees.
- (b) In the event of any substantial reorganization which results in redundancy, relocation or reclassification, the issue shall be referred to the Joint Labour/ Management Committee.

31.10 Private Vehicle Damage

Where an employee's vehicle is damaged as a direct result of the employee being employed by the Employer, the Employer shall reimburse the employee the cost of any deductible portion of insurance coverage on that vehicle up to one hundred dollars (\$100).

31.11 Personal Property Damage

Where an employee's personal possession(s) is/are damaged by a person in the care or custody of the Employer, the Employer shall pay, up to a maximum of seventy-five dollars (\$75), the replacement costs or personal deductible insurance, provided such personal possessions are of a type suitable for use while on duty. This provision shall not apply to articles of clothing or eyewear.

31.12 Work Group

- (a) Where more than one (1) work group works out of a common point of assembly each work group shall be considered completely independent for the following purposes:

- ☐ Substitution
- ☐ Rotation of Shifts
- ☐ Allocation of Overtime
- ☐ Preference in Vacation
- ☐ Training Courses

(b) Where the Employer proposes a change in work groups, the matter shall be subject to agreement between the Parties.

#### 31.13 Supply of Required Uniforms

- (a) Where the Employer requires designated employees to wear a uniform, the uniform shall be supplied as soon as possible after hiring at no cost to the employee.
- (b) The cost of approved cleaning, laundering, and repairing will be borne by the Employer. The Employer will provide an allowance of eighteen dollars (\$18) per month where arrangements have not been made for cleaning, laundering and repairing.
- (c) The existing scale of issue will not be changed without consultation of the employee.

#### 31.14 Telephone Facilities

Where commercial telephone facilities are not available, employees will be allowed reasonable use of the Employer's facilities; in which case no telephone allowances will be paid.

#### 31.15 Point of Assembly

- (a) Every employee will be assigned a headquarters and a regular point of assembly within his/her headquarters. A regular point of assembly is the location where the employee daily reports for work and will be an established point such as a yard, maintenance depot, office etc. The regular point of assembly will be changed only in accordance with Clause 12.19 of this Agreement with prior notification of sixty (60) days or by mutual agreement.
- (b) For those employees in locations where there has been more than one (1) recognized regular point of assembly and employees have been assigned to work at any of these regular points of assembly, the Employer will advise the employee of the regular point of assembly to which he/she is to report with as much advance notice as is reasonably possible.
- (c) When an employee is assigned to a work location so far removed from his/her headquarters or point of assembly that it is impractical for him/her to be returned to his/her regular point of assembly at the end of each day's work, he/she will be assigned a temporary field point of assembly and will be provided with accommodation, board and lodging allowances in accordance with Memorandum of Understanding #1 of this Agreement. A temporary field point of assembly will not be assigned or changed without prior notification of seventy-two (72) hours, except in the case of an emergency or by mutual agreement at the local level. The seventy-two (72) hours notice shall be waived for employees called from layoff status. The location of a temporary field point of assembly will be designated by mutual agreement and will normally be the point of field accommodation, local yard, or worksite.
- (d) Where an employee works away from his/her regular or temporary field point of assembly, as the case may be, he/she will, at the Employer's option,

either travel on the Employer's time or be paid for hours travelled at the overtime rates. For purposes of this clause, "overtime rates" as used in Clause 16.6(a) of this Agreement shall prevail. "Overtime rates" as referred to in this clause applies only to the rate applicable.

**31.16 Mobility**

Every employee will be assigned a regular point of assembly in their headquarters, but may be required infrequently to work outside of their headquarters from a temporary field point of assembly for short periods (e.g. Employees in district maintenance and day labour work).

**31.17 Return to Headquarters**

(a) Both Parties recognize the desirability of employees returning from field locations to their headquarters 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 headquarters for rest days. In any event, employees shall be entitled to return to their headquarters for a weekend at the end of a two (2) week period at the Employer's expense.

(b) The Employer shall provide either a vehicle or other form of transportation as required in (a) above. The employees shall be compensated for travel time and approved meal costs while travelling.

(c) When employees on accommodation, board and lodging allowances are required to check out of their place of accommodation or lodging, the Employer shall ensure that a suitable clean and safe place is provided for the storage of employee's luggage.

**31.18 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 outside of normal work hours. For vehicle use under this clause and for return to headquarters, 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.

**31.19 Vehicle Trips**

Whenever a vehicle is designated to make a trip outside of its normal area of operation, the regularly assigned operator, subject to operational feasibility and Clause 16.5 of this Agreement will be given the first opportunity to operate the vehicle on this trip.

**31.20 Motor Vehicle**

Ownership of a motor vehicle will not be considered a condition of employment for the performance of the employee's duties once he/she has arrived at his/her point of assembly.

**31.21 Lockers**

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

31.22 Radio Contact or Available Vehicle

In areas remote from road transportation, the Employer shall provide radio contact or, in areas where there is road access, the Employer shall supply a readily available vehicle.

31.23 Replacement of Employees' Hand Tools

The Employer will replace the employees' hand tools and tool boxes required for the job, which may be lost or broken while used on the job, upon reasonable proof of such loss or breakage, and proof that there has been no negligence on the part of the employee. Replacements will be of equal quality.

31.24 Metric Tools

(a) The Parties recognize that it is the responsibility of a Tradesman - Mechanic and Mechanic Apprentice to supply his/her personal hand tools as required to perform his/her duties.

(b) In light of the present program of change to metric sizes and Clause 31.2(b) of this Agreement, the Employer agrees to supply reasonable amounts of plant issue metric tools for the duration of this Agreement to enable the employee to stage the procurement of metric tools and take advantage of the Federal Assistance Program.

31.25 Technical Orders - Tradesmen

Tradesmen will take technical orders only from a foreman in their own or a related trade, Ministry supervisor, or general Management, when foremen are not available.

31.26 Tradesmen Not to Work as Helpers

It is not the Employer's policy to require certified Tradesmen to work as trades helpers on a full time basis, except as indicated in job specifications.

31.27 Travel Conditions

The Employer shall consult with the employee whose duties require him/her to be absent from her headquarters for extended periods, and subject to operational requirements, shall allow the employee to travel at a time convenient to the employee.

## **ARTICLE 32 - APPRENTICES**

32.1 Administration and Implementation of Apprenticeship Programs

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

32.2 Apprentices Attending School as Required by the B.C. Ministry of Labour

- (a) When an apprentice is attending school as required by the B.C. Ministry of Labour, he/she shall be paid his/her appropriate wage rate. Where eligible, the apprentice shall apply for a wage allowance from the Federal Department of Manpower and shall remit this allowance to the Employer.
- (b) The Employer will advise apprentices when they are eligible for a Federal Department of Manpower wage allowance.

32.3 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 headquarters, they shall receive the appropriate allowance described under Memorandum of Understanding #1 of this Agreement.

32.4 Apprentices Moving Expenses

The Employer agrees to pay for authorized moving expenses incurred by apprentices to and from home bases other than to the initial appointment base. When an apprentice qualifies for a higher percentage on the wage scale, this shall not be construed as a promotion. When there is a pre-programmed change in an apprentice's geographic location, this shall not be construed as a transfer.

**ARTICLE 33 - RETIREMENT SAVINGS PLAN**

33.1 Plan Establishment

The Employer agrees to maintain and administer a Retirement Savings Plan. Enrolment shall be optional, however both the Employer and the Union shall encourage all eligible employees to enroll. All regular employees shall be eligible to participate within the Retirement Savings Plan.

33.2 Contribution Levels

- (a) **Employer Contributions:** The Employer agrees that funds will be contributed to a Retirement Savings Plan on behalf of regular employees enrolled in the plan pursuant to Clause 33.1 above equivalent to the following:

- ‡ *Date of Ratification* - seven percent (7%) of basic salary;
- ‡ *April 1, 1996* - seven and one-half percent (7.2) of basic salary;
- ‡ *January 1, 1997* - eight percent (8%) of basic salary.

- (b) *Employee Contributions:* The Employer shall deduct and continue to deposit employee contributions equal to those specified in (a) above on behalf of those enrolled in the Plan pursuant to Clause 33.1 above.

33.3 Definition of Basic Salary

Basic salary, for the purposes of the article is defined as the sum of all straight-time wages, plus all substitution pay.

33.4 Contributions While on Sick Leave / Workers' Compensation

Where an employee becomes disabled, he/she shall have remitted to the Registered Savings Plan by the Employer, the same pension contributions as set out in Clause 33.2 during the first six (6) days of any illness or for a maximum of one hundred and fifty-two (152) days for any one claim recognized by the Workers' Compensation Board. Such amount shall be based on the disability benefit received.

**ARTICLE 34 - TERM OF AGREEMENT**

34.1 Duration

This Agreement shall be binding and remain in effect to midnight July 31, 1997.

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 May 1, 1997, but in any event not later than midnight, May 31, 1997.
- (b) Where no notice is given by either Party prior to May 31, 1997, both Parties shall be deemed to have given notice under this Clause on May 31, 1997, and thereupon Clause 34.3 applies.
- (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 Company President.

34.3 Commencement of Bargaining

Where a Party to this Agreement has given notice under Clause 34.2, the Parties shall, within fourteen (14) days after the notice was given, commence collective bargaining.

34.4 Change in Agreement

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

34.5 Agreement to Continue in Force

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

34.6 Effective Date of Agreement

The provisions of this Agreement, except as otherwise specified, shall come into force and effect on the date of signing of this Agreement.

**SIGNED ON BEHALF OF  
THE UNION BY:**

**SIGNED ON BEHALF OF  
THE EMPLOYER BY:**



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John T. Shields  
President

---

Rod A. Fru  
President

---

Gary Bennett  
Bargaining Committee Chairperson

---

Doug Bjornson  
Secretary Treasurer

---

Doug Brown  
Bargaining Committee Member

---

Denny Lowes  
Operations Manager

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Duncan McLean  
Bargaining Committee Member

---

Jeff Fox  
Staff Representative

Dated this \_\_\_\_\_ of \_\_\_\_\_, 1996.

## APPENDIX 1

Grid Level	Eff. Aug. 1, 1995		Eff. April 1, 1996		Eff. Aug. 1, 1996		Eff. Aug. 1/96	
	Hourly	Biweekly	Hourly	Biweekly	Hourly	Biweekly	Hourly	Biweekly
1	15.90	1,192.50	16.90	1,267.50	17.15	1,286.25	17.40	1,305.00
2	16.31	1,223.25	17.31	1,298.25	17.56	1,317.00	17.81	1,335.75
3	16.73	1,254.75	17.73	1,329.75	17.98	1,348.50	18.23	1,367.25
4	17.16	1,287.00	18.16	1,362.00	18.41	1,380.75	18.66	1,399.50
5	17.61	1,320.75	18.61	1,395.75	18.86	1,414.50	19.11	1,433.25
6	18.08	1,356.00	19.08	1,431.00	19.33	1,449.75	19.58	1,468.50
7	18.56	1,392.00	19.56	1,467.00	19.81	1,485.75	20.06	1,504.50
8	19.05	1,428.75	20.05	1,503.75	20.30	1,522.50	20.55	1,541.25
9	19.57	1,467.75	20.57	1,542.75	20.82	1,561.50	21.07	1,580.25
10	20.09	1,506.75	21.09	1,581.75	21.34	1,600.50	21.59	1,619.25
11	20.64	1,548.00	21.64	1,623.00	21.89	1,641.75	22.14	1,660.50
12	21.21	1,590.75	22.21	1,665.75	22.46	1,684.50	22.71	1,703.25
13	21.79	1,634.25	22.79	1,709.25	23.04	1,728.00	23.29	1,746.75
14	22.39	1,679.25	23.39	1,754.25	23.64	1,773.00	23.89	1,791.75
15	23.02	1,726.50	24.02	1,801.50	24.27	1,820.25	24.52	1,839.00
16	23.66	1,774.50	24.66	1,849.50	24.91	1,868.25	25.16	1,887.00
17	24.33	1,824.75	25.33	1,899.75	25.58	1,918.50	25.83	1,937.25
18	25.02	1,876.50	26.02	1,951.50	26.27	1,970.25	26.52	1,989.00
19	25.73	1,929.75	26.73	2,004.75	26.98	2,023.50	27.23	2,042.25

20	26.46	1,984.50	27.46	2,059.50	27.71	2,078.25	27.96	2,097.00
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**GRID PLACEMENT**

**GRID LEVEL CLASSIFICATIONS**

1 Office Assistant 1

2 Stockworker 1

3 Office Assistant 2

5 Clerk 3

6 Stockworker 2

Labourer Bridge

Flagperson

Flunkey

Cook 1, Field Operations

Yardworker

7 Cook 2, Field Operations

Labourer 1

Labourer 2

Machine Operator 1

Machine Operator 2

Stockworker 3

8 Bridgeworker 1

Clerk 4

Gardener 1

Machine Operator 3

Mechanic Assistant

TJ Gardener

9 Bridgeworker 2

Communications/Console Operator

Machine Operator 4

Patrolman 1

Sign Maintenance Person

Stockworker 4

10 Clerk 5

Electrician Helper

Machine Operator 5

(lxxxxx)

Machine Operator 6  
Stockworker 5  
TJ Industrial Warehousing

11 Bridgeworker 3  
Machine Operator 7  
Mechanic 1  
Patrolman 2  
Stockworker 6  
TSS Gardener  
TL Industrial Warehousing  
12 Foreman 1  
TS Industrial Warehousing

13 Financial Officer 1  
Foreman 2  
Mechanic 2  
TJ Bridgeworker  
TJ Mechanic, Light Vehicle  
TL Mechanic, Light Vehicle  
TSS Industrial Warehousing

14 Foreman 3  
TJ Auto Body, Heavy Vehicle  
TJ Electrical Rebuild, Heavy Vehicle  
TJ Engine Rebuild, Heavy Vehicle  
TJ Machinist, Heavy Vehicle  
TJ Mechanic, Heavy Vehicle  
TJ Welder, Heavy Vehicle  
TL Bridgeworker  
TPS Industrial Warehousing

15 Foreman 4  
Painter  
TJ Carpenter  
TL Auto Body, Heavy Vehicle  
TL Electrical Rebuild, Heavy Vehicle  
TL Engine Rebuild, Heavy Vehicle  
TL Machinist, Heavy Vehicle  
TL Mechanic, Heavy Vehicle  
TL Welder, Heavy Vehicle  
TS Bridgeworker  
TS Mechanic, Light Vehicle

(ci)

16 TL Carpenter  
TS Auto Body, Heavy Vehicle  
TS Electrical Rebuild, Heavy Vehicle  
TS Engine Rebuild, Heavy Vehicle  
TS Machinist, Heavy Vehicle  
TS Mechanic, Heavy Vehicle  
TS Welder, Heavy Vehicle  
TSS Bridgeworker  
TSS Mechanic, Light Vehicle

17 TJ Electrician  
TPS Bridgeworker  
TPS Mechanic, Light Vehicle  
TS Carpenter  
TS Sign Painter  
TSS Engine Rebuild, Heavy Vehicle  
TSS Mechanic, Heavy Vehicle  
TSS Welder, Heavy Vehicle

18 TL Electrician\*  
TPS Carpenter  
TPS Mechanic, Heavy Vehicle  
TSS Carpenter

19 TS Electrician

20 TSS Electrician

\* *Incumbents grandfathered at 19*

## **RATES OF PAY FOR APPRENTICES**

### **Two-year Apprenticeship Program**

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

### **Three-year Apprenticeship Program**

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

### **Four-year Apprenticeship Program**

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

### **Five-year Apprenticeship Program**

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

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

## **APPENDIX 2**

### **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 upon completion of six (6) months of active service with the Employer.
- (b) Regular employees with less than six (6) months of service who are unable to work because of illness or injury are entitled to six (6) days' coverage at seventy-five percent (75%) pay in any one calendar year.
- (c) Regular employees with three (3) months but less than six (6) months of service will be entitled to fifteen (15) weeks (75 work days) of coverage, consisting of the above six (6) days, or what remains of the six (6) day's entitlement, at seventy-five percent (75%) pay, and the remainder of the fifteen (15) weeks at two-thirds of pay, not to exceed a maximum weekly benefit of two hundred and ten dollars (\$210) or the UIC maximum weekly sickness benefit, whichever is higher.
- (d) Notwithstanding (a), (b) and (c) above, an employee on a claim recognized by the Workers' Compensation Board will be entitled to leave at the Workers' Compensation Board rate of compensation up to a maximum of one hundred and fifty two (152) days for any one (1) claim in lieu of benefits, as outlined in Section 1.2 below. In such cases the compensation payable by the Workers' Compensation Board shall be remitted to the Employer.
- (e) Pay for a regular part-time employee under this plan shall be based on his/her 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/she will be entitled to a benefit of seventy-five percent (75%) of pay for a period not to exceed seven (7) months from date of absence, (Short Term Plan Period).
- (b) The seventy-five percent (75%) benefit may be supplemented in quarter day increments by the use of the following in descending order:
  - (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 seven (7) 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 seven (7) 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 Rehabilitation Committee 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 seven (7) 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 who is unable to work because of illness or injury to provide a statement from:

- (a) a medical practitioner qualified to practice in the province of B.C., or
- (b) where necessary, from a medical practitioner licensed to practice in the province of Alberta or the Yukon, or
- (c) the consulting physician to whom the employee is referred by the medical practitioner in (a) or (b) above, providing medical evidence of the employee's inability to work in any of the following circumstances:
  - (1) where it appears that a pattern of consistent or frequent absence from work is developing;
  - (2) where the employee has been absent for six (6) consecutive scheduled days of work;
  - (3) where at least thirty (30) days have elapsed since the last statement was obtained and the employee has been in receipt of plan benefits throughout that period.

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

#### **1.5 Integration With Other Disability Income**

Short term benefits will be reduced by all other disability income benefits to which the absent employee is entitled except disability income which was being

received prior to the illness or injury resulting in the employee being absent from work and which is unrelated to the illness or injury causing the current absence and the one-quarter (3) day accumulation that is being used to supplement the plan, pursuant to Article 1.2(b). Other disability income benefits will include:

- (a) any amount the absent employee receives from any group insurance, wage continuation or pension plan of the Employer;
- (b) any amount of disability income provided by any compulsory act or law, except Unemployment Insurance sickness benefits and WCB benefits payable in accordance with Section 1.1(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/her total monthly income.

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

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

#### **1.6 Benefits Not Paid During Certain Periods**

Benefits will not be paid when an employee is:

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

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

- (1) educational leave,
- (2) general leave of absence not exceeding thirty (30) days,
- (3) maternity leave, or adoption leave

which prevents the employee from returning to work on the scheduled date of return, the Short Term Plan will be effective from the date of disability due to illness or injury and benefits will be paid for the balance of the seven (7) month period remaining from the scheduled date of return to work. For maternity leave, the intention is no coverage for normal pregnancy.

#### **1.7 Employee to Inform Employer**

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

#### **1.8 Entitlement**

For the purpose of calculating six (6) days per calendar year, one day shall be considered to be one day regardless of the regularly scheduled work day. Calculation for part-time employees and partial days will be on a prorated basis.

#### **1.9 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.

#### **1.10 Benefits Upon Layoff or Separation**

- (a) Subject to (b) and (c) below, regular employees who have completed three (3) months of service and who are receiving benefits pursuant to Section 1.1(c), 1.1(d), or 1.2 shall continue to receive such benefits upon layoff or separation until the termination of the illness or until the maximum benefit entitlement has been granted, whichever comes first, if the notice of layoff or separation is given after the commencement of the illness for which the benefits are being paid.
- (b) In the event that layoff or separation notice was given prior to the commencement of the illness, benefits will cease on the effective date of the layoff or separation only if the illness commenced within two (2) months of the effective date of the layoff or separation.
- (c) Benefits will continue to be paid in accordance with (a) above for which notice of layoff or separation was given prior to the commencement of the illness and if the illness commenced more than two (2) months before the effective date of the layoff or separation.

### **PART II - LONG TERM DISABILITY PLAN**

#### **2.1 Eligibility**

- (a) Regular full-time employees shall be covered by the Long Term Disability Plan upon completion of six (6) months active 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 active 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/she 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 seven (7) months, including periods approved in Section 1.3(a) and (c), he/she shall be eligible to receive a monthly benefit as follows:

- (a) The employee shall receive a monthly benefit equal to the sum of:
  - (1) Effective upon ratification sixty-eight and three-tenths percent (68.3%) of the first nineteen hundred dollars (\$1900) of monthly earnings; and
  - (2) Fifty percent (50%) of the monthly earnings above nineteen hundred dollars (\$1900).

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

The basic monthly earnings as at the date of disability shall be the salary in effect for the last month of the Short Term Plan period, or equivalent seven (7) month period, taking into consideration any retroactive adjustments. The date of disability for determining the commencement of the first two years of disability shall be the day following the last month of the Short Term Plan period, or an equivalent seven (7) month period.

- (c) 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.
- (d) An employee in receipt of long term disability benefits will be considered an employee for purposes of superannuation and will continue to be covered by group life, extended health, dental and medical plans. Employees will not be covered by any other portion of a collective agreement but will retain the right of access to a Rehabilitation Committee established thereunder and will retain seniority rights should they return to employment within six (6) months following cessation of benefits.
- (e) When an employee is in receipt of the benefit described in (b) above, contributions required for benefit plans in (d) above and contributions for Superannuation will be waived by the Employer.
- (f) An employee engaged in rehabilitative employment with the Employer and who is receiving partial Long Term Disability benefit payments will have contributions required for benefit plans in (d) above and contributions for Superannuation waived by the Employer, except that Superannuation contributions shall be deducted from any salary received from the Employer to cover the period of rehabilitative employment.

## **2.3 Total Disability**

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

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

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

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

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

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

If earnings are received by an employee during a period of total disability and if such earnings are derived from employment which has not been approved of as rehabilitative employment by his/her doctor and the Employer, then the regular monthly benefit from the Plan will be reduced by one hundred percent (100%) of such earnings.

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

(3) In the case where rehabilitative employment has been approved while an employee is receiving a benefit under the provisions of 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/her regular occupation;

(cix)

- (c) intentionally self-inflicted injuries or illness;
- (d) pregnancy, childbirth, miscarriage or abortion except severe complications following termination of pregnancy; (intention is no coverage for normal pregnancy);
- (e) a disability known to the Employer and which was specifically taken into account by the Employer at time of hiring.

## **2.5 Pre-existing Conditions**

An employee shall not be entitled to Long Term Disability benefits from this Plan if his/her total disability resulted from an accident, sickness or mental or nervous disorder with respect to which medical treatment, services or supplies were received in the ninety (90) day period prior to the date of hire unless he/she has completed twelve (12) consecutive months of service after the date of hire during which time he/she has not been absent from work due to the aforementioned accident, sickness or mental or nervous disorder with respect to which medical treatment, services or supplies were received. This 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, and
- (b) any amount the disabled employee receives from any group insurance, wage continuation or pension plan of the Employer that provides disability or retirement income, and
- (c) any amount of disability income provided by any compulsory act or law, and
- (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/her application for such a benefit were approved, and
- (e) any amount of disability income provided by any group or association disability plan to which the disabled employee might belong or subscribe.

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

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

- (1) one hundred percent (100%) of basic pay; or

(2) the applicable benefit percentage of the individual average total monthly income in the twelve (12) month period immediately preceding commencement of the disability, whichever is the greater. Where this provision is to apply the employee will be required to provide satisfactory evidence of his/her total monthly income.

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

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

## **2.7 Successive Disabilities**

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

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

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

## **2.8 Cessation of 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/her sixty-fifty (65th) birthday;
- (b) on the date of commencement of paid absence prior to retirement;
- (c) on the date of termination of employment with the Employer.

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

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

## **2.9 Leave of Absence**

Employees on leave of absence without pay may opt to retain coverage under the plan and shall pay the full premium, except when on approved Maternity

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

#### **2.10 Benefits Upon Plan Termination**

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

#### **2.11 Contributions**

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

#### **2.12 Waiver of Contributions**

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

#### **2.13 Claims**

Long Term Disability claims will be adjudicated and paid by a claims-paying agent to be appointed by the Employer. In the event a covered employee disputes the decision of the claims-paying agent regarding a claim for benefits under this Plan, the employee may arrange to have his/her claim reviewed by an independent, mutually agreed to medical practitioner. Written notice of a disputed claim or an appeal under this Plan shall be sent to the Plan Administrator and the Employer.

Written notice of an appeal must be submitted within three (3) months from the date the claims-paying agent rejected the claim. The expenses incurred by the medical practitioner shall be borne equally by the Plan Administrator, the Employer and the Union.

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

#### **2.14 Physical Examination**

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

#### **2.15 Canadian Currency**

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

#### **2.16 Administration**



The Employer will be the administrator of the Plan. All questions arising as to the interpretation of this Plan shall be subject to the grievance and arbitration procedures in Articles 8 and 9 of the Master 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 - JOINT ADVISORY COMMITTEE**

There shall be a Joint Advisory Committee which shall consist of two (2) representatives appointed by the Employer and two (2) representatives appointed by the Union. The Employer and the Union may each appoint one alternate committee member. The purpose of the committee shall be to consider and make recommendations to the bargaining principals on all matters related to the effective administration of the Short Term Illness and Injury and Long Term Disability Plans and to consider and make recommendations to the bargaining principals on any questions which may arise related to interpretation or application of the wording of Appendix 4. The committee shall consider and report back on all matters related to the plans which may be referred to it jointly by the bargaining principals.

**PART IV - REHABILITATION**

In the event that a regular employee becomes incapacitated through accident or sickness and he/she is unable to perform all the duties of his/her 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/her 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 Secretary. The Committee members shall be provided with copies of the application.
- (d) The Rehabilitation Committee 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/she shall be subject to Article 13 of this Agreement excluding displacement options pursuant to Article 13.2 and 13.3(c)(2).

**APPENDIX 3**

**SENIORITY BLOCKS**

**OPERATIONAL SERVICES**

**Seniority Blocks**

1. *Crew* -- One seniority block for each yard or maintenance depot covering all employees working out of that yard or maintenance depot except the Pitt River Bridge, Annacis Island Bridge and the Deas Tunnel Bridge Tenders which currently have separate points of assembly shall be combined into one (1) seniority block.

**APPENDIX 4**

I, \_\_\_\_\_, Arbitrator, agree that in consideration of the acceptance by the B.C. Government and Service Employees' Union and Mainroad Contracting Ltd. of myself as an Arbitrator, I will render a decision in writing within sixty (60) days of the completion of any hearing in which I participate. I further agree that my fee for such arbitration will be reduced by a factor of ten percent (10%) for each seven (7) days which elapse beyond sixty (60) 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

\_\_\_\_\_  
Date

**APPENDIX 5**

**EXCLUDED PERSONNEL**

The Union agrees to the following list of exclusions:

President  
Secretary-Treasurer  
Vice-President  
Controller  
Operations Manager  
Business Development Officer  
Road Manager - Delta  
Road Manager - Port Coquitlam  
Road Manager - Cloverdale  
Road Foreman - Delta  
Road Foreman - Port Coquitlam  
Road Foreman - Cloverdale  
Bridge Manager  
Bridge Foreman  
Sign Manager  
Project Manager  
Equipment Manager  
Service Manager  
Mechanical Foreman  
Executive Secretary  
Purchasing Manager  
Quality Control Manager

**APPENDIX 6**

**CLASSIFICATION SPECIFICATIONS**

This letter represents an understanding by the above Parties that they will finalize job descriptions within six (6) months of the signing of this Agreement between the Parties. Unresolved job descriptions will be referred to expedited arbitration in accordance with Article 9.6.

**APPENDIX 7**

**OTHER PREMIUMS AND ALLOWANCES**

Effective from October 1, 1995, all regular employees of the mechanical job classification series, except mechanical helper, will be eligible for a tool allowance of two hundred dollars (\$200) for Employer pre-approved and receipted tool purchases. This amount will increase to three hundred dollars (\$300) on October 1, 1996.

**MEMORANDUM OF UNDERSTANDING 1**

**BOARD AND LODGING AND RELOCATION EXPENSES**

Should Mainroad Contracting Ltd. secure work outside their maintenance contract area, expenses will be mutually agreed to with the crews involved.



**MEMORANDUM OF UNDERSTANDING 2**

**EMPLOYEE ASSISTANCE PROGRAM**

The Employee Assistance Program will be administered by Labour/Management Committee.

The Committee shall be responsible for the application of the Program. In developing the Program, the Committee shall use the policy and procedure statement as contained in the report between the Province of B.C. and the BCGEU, to the Bargaining Principals on the Master Agreement Article 25.9, dated May 17, 1985, as guidelines.

The Committee shall jointly recommend to the Bargaining Principals the program delivery method with an approximately per capita cost of thirty dollars (\$30) per employee per annum with a mutually-agreed agency.

(cxxi)

**LETTER OF UNDERSTANDING NO. 1**

**AIR TRAVEL INSURANCE**

The existing benefits of Air Travel Insurance will not be decreased during the life of this Agreement.

**LETTER OF UNDERSTANDING NO. 2**

**Re: Scheduling/Recall of Auxiliary Employees  
Employed as Wrecker Operators, Communications Console Operators  
and Bridge Tenders**

The Parties agree that the scheduling and/or recall of auxiliary employees employed as Wrecker Operators, Communications Console Operators and Bridge Tenders, shall be governed by the following principles:

1. No auxiliary employee may be scheduled or recalled at straight-time rates for consecutive days beyond those established for the work group shift pattern (ie: 5;2, 6;3); and
2. An auxiliary employee must be scheduled for a minimum of one (1) day of rest within a calendar week; and
3. An auxiliary employee may not be scheduled and/or recalled for more than eleven (11) shifts per pay period.

Any concerns about the interpretation or application of this memorandum shall be referred to the Joint Labour Management Committee.

**SIGNED ON BEHALF OF  
THE UNION BY:**

\_\_\_\_\_  
John T. Shields  
President

\_\_\_\_\_  
Gary Bennett  
Bargaining Committee Chairperson

\_\_\_\_\_  
Doug Brown  
Bargaining Committee Member

\_\_\_\_\_

**SIGNED ON BEHALF OF  
THE EMPLOYER BY:**

\_\_\_\_\_  
Rod A. Fru  
President

\_\_\_\_\_  
Doug Bjornson  
Secretary Treasurer

\_\_\_\_\_  
Denny Lowes  
Operations Manager

(cxxiii)

Duncan McLean  
Bargaining Committee Member

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Jeff Fox  
Staff Representative

Dated this \_\_\_\_\_ of \_\_\_\_\_, 1996.

**LETTER OF INTENT NO. 1**

**FOREMEN**

It is not the general policy or practice of the Employer to have Foremen perform work normally done by the non-foremen members except in the case of working level Foremen whose normal duties include such work.

**LETTER OF INTENT NO. 2**

**RADIOS**

The Employer will make every reasonable effort to equip all mobile equipment with radios, or to work equipment in groups with at least one (1) piece of equipment in the group with a radio.

**LETTER OF INTENT NO. 3**

**PROTECTIVE COVERINGS**

The Employer agrees, during the life of this Agreement, to examine the possibility of installing protective coverings for weather protection on mobile equipment.

**LETTER OF INTENT NO. 4**

**JOINT HEALTH AND WELFARE BENEFIT PLAN**

The Employer agrees to review with the Union within five (5) months of the date of ratification of this Agreement, the advantages and disadvantages of establishing a joint Union/Employer health and welfare plan. The Employer's participation in this process is without any obligation to become a member of such a joint plan if it is formed.

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

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