

COLLECTIVE AGREEMENT

between the

**MAINROAD MID-ISLAND CONTRACTING LTD.
(Contract Area 2)**

**MAINROAD NORTH ISLAND CONTRACTING LTD.
(Contract Area 3)**

and the

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

Effective from September 1, 1999 to August 31, 2006

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DEFINITIONS

- (1) **"Bargaining Unit"** - means all employees as provided for in Article 2.1.
- (2) **"Basic Pay"** means the rate of pay negotiated by the Parties to this Agreement, including add-to-pay resulting from salary protection, but does not include overtime earnings and/or statutory or other payments made on behalf or to employees.
- (3) **"Child"** - wherever the word *"child"* is used in this Agreement, it shall be deemed to include a ward of the Superintendent of Family and Child Services, or a child of a spouse.
- (4) **"Common Law Spouse"** includes same and opposite sex individuals where the employee has signed a declaration or affidavit that he/she has been living in a common-law relationship or has been co-habiting for at least twelve (12) months.
- (5) **"Contract Area"** means the geographic maintenance area as negotiated between the Employer and the Province of B.C.
- (6) **"Current Pay"** - means an employee's most recent hourly pay rate.
- (7) **"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 an unpaid leave of absence.
- (8) **"Demotion"** means a change from an employee's position to one with a lower hourly pay rate.
- (9) **"Employee"** means a member of the bargaining unit and includes:
- (a) **"Regular"** - meaning an employee who is employed for work which is of a continuous full-time nature.
- (b) **"Auxiliary"** - meaning an employee who is employed for work which is not of a continuous nature.
- "employee"** does not include managerial or confidential positions mutually excluded by the Parties to this Agreement or by decision of the Labour Relations Board.
- (10) **"Employer"** means Mainroad Mid-Island Contracting Ltd. in Contract Area 2, and Mainroad North Island Contracting Ltd. in Contract Area 3.
- (11) **"Holiday"** means the twenty-four (24) hour period commencing at 0001 hours of a day designated as a paid holiday in this Agreement.
- (12) **"Hours 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.
- (13) **"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 the time spent other than travelling.
- (14) **"Lateral Transfer"** or **"transfer"** - means the movement of an employee from one position to another which does not constitute a demotion or promotion.

- (15) **"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.
- (16) **"Leave & absence with pay"** means to be absent from duty with permission and with current pay,
- (17) **"Leave & absence without pay"** means to be absent from duty with permission but without pay.
- (18) **"Point of assembly"** means that location where an employee regularly reports for work assignments within his/her seniority block.
- (19) **"Probation"** means the first fifty-two (52) working days of employment.
- (20) **"Promotion"** means a change from an employee's position to one with a higher hourly pay rate.
- (21) **"Qualified"** means that the employee meets the minimum requirements of the classification.
- (22) **"Relocation"** means the movement of an employee from one seniority block or their regular point of assembly to another.
- (23) **"Resignation"** means a voluntary notice by the employee that he/she is terminating his/her service on the date specified.
- (24) **"Rest Period"** is a paid interval which is included in the workday and is intended to give the employee an opportunity to have refreshments or a rest.
- (25) **"Seniority block"** means that geographic area in which an employee earns and maintains seniority as per Memorandum of Understanding #5.
- (26) **"Shift"** means the period of scheduled straight-time working hours on a scheduled workday where the hours scheduled are consecutive except for the meal period.
- (27) **"Steward"** means the Union's representative at the local level who shall perform duties in accordance with the Collective Agreement and as designated by the President or staff of the Union.
- (28) **"Spouse"** includes husband, wife and common-law-spouse
- (29) **"Termination"** is the separation of an employee from the Employer for just cause.
- (30) **"Travel status"** with respect to an employee means absence of the employee from his/her seniority block on the Employer's business with the approval of the Employer. The Parties agree that an employee who starts and finishes his/her shift from his/her regular point of assembly within the negotiated work schedule will not be entitled to travel status.
- (31) **"Union"** means the B.C. Government and Service Employees' Union.
- (32) **"Workday"** is a period of twenty-four (24) consecutive hours commencing with the starting time of any shift. For the purpose of calculating compensatory overtime rates only, the time worked prior to, but adjoining to, a shift shall be deemed as time worked after a shift.
- (33) **"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.

(34) "Work schedule" means the roster of work hours and days, start and finish times, length of scheduled work day, shift patterns and where appropriate, averaging periods in order to meet the annual hours of work.

ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

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

1.2 Future Legislation

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

1.3 Conflict With Policy

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

1.4 Singular and Plural/Gender

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

1.5 Human Rights Code and Employment Standards Act

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

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.1 Bargaining Unit Defined

(a) The bargaining unit shall comprise all employees of Mainroad Mid-Island Contracting Ltd. in Contract Area 2 and Mainroad North Island Contracting Ltd. in Contract Area 3, except those employees in positions mutually agreed to between the Parties as managerial and/or confidential exclusions or those positions excluded under the Labour Relations Code.

(b) The bargaining unit is further described as employees who:

(1) perform road and bridge maintenance work in Mainroad Mid-Island Contracting Ltd. in Contract Area 2:

- (2) perform road and bridge maintenance work in Mainroad North Island Contracting Ltd. in Contract Area 3.
- (c) Positions excluded by this agreement shall be as described in Appendix 7, "**Excluded Personnel**".
- (d) New positions falling within the scope of this Agreement shall be included in the Bargaining Unit.

2.2 Bargaining Agent Recognition

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

2.3 Correspondence

- (a) The Employer agrees that all correspondence between the Employer and the Union related to matters covered by this Agreement shall be sent to the President of the Union or his/her designate.
- (b) The Union agrees that all correspondence between the Union and the Employer related to matters covered by this Agreement shall be sent to the General Manager of the Company or his/her designate.
- (c) The Employer agrees that a copy of all correspondence between the Employer and any employee covered by this agreement, pertaining to the interpretation or application of any article of 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 of Stewards

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

(c) Upon request and subject to a recognized lack of other facilities, the Employer will not unreasonably withhold approval to utilize Employer assembly rooms for the purpose of the election of a Union steward on the employees' time. This article is subject to the availability of a suitable employee who shall accept responsibility for the care of equipment and facilities in the place of work while the election is being conducted.

2.7 Union Bulletin Boards

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

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 type written correspondence.

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

2.9 Right to Refuse to Cross a Picket Line

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

2.10 Time Off for Union Business

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

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

"Operational Requirements" for purposes of this article shall mean the obligation to the Ministry to carry out the terms of the Maintenance Contract, without being put in a penalty situation. A penalty situation shall not include the normal necessity to have a trained replacement available, and shall not include inconvenience to the Employer.

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

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

The Union shall reimburse the Employer for the employee's basic pay plus thirty-six percent (36%) of basic pay for benefit costs. Should the level of reimbursement for benefit costs by the Union be higher in another contract area, then the Union will reimburse the Employer for employee Leaves at that higher rate.

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

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

The Bargaining Committee Chairperson from each contract area will act as the Chief Steward.

2.11 Union Bargaining Committee

The Employer agrees to provide three (3) employees who are members of the Union Bargaining Committee leave while at negotiations meetings with the Employer. The Employer agrees to grant such leave with pay, and the Union agrees to reimburse the Employer for basic pay and benefits costs for such leaves in excess of ten (10) days for an employee. Wages shall be at the employee's regular straight-time rate of pay. Room, board and travel expenses for these employees shall be paid for by the Union.

2.12 Union Representatives

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

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

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

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

2.13 Emergency Services

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

2.14 No Interruption of Work

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

ARTICLE 3 - UNION SECURITY

- (a) All employees in the bargaining unit who on March 8, 1974, were members of the Union or thereafter become members of the Union shall, as a condition of employment, maintain such membership (subject only to the provisions of Section 17 of the Labour Relations Code).
- (b) All employees hired on or after March 8, 1974, shall, as a condition of continued employment, become members of the Union, and maintain such membership, upon completion of fifteen (15) days as an employee (subject only to the provisions of Section 17 of the Labour Relations Code).
- (c) Nothing in this Agreement shall be construed as requiring a person who was an employee prior to March 8, 1974, to become a member of the Union.

ARTICLE 4 - UNION DUES AND ASSESSMENTS

- (a) The Employer shall, as a condition of employment, deduct from the wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular dues payable to the Union by a member of the Union.
- (b) The Employer shall deduct from each employee, who is a member of the Union, any assessments levied in accordance with the Union's Constitution and Bylaws and owing by the employee to the Union.
- (c) Deductions shall be made for each biweekly payroll period and membership dues or payments in lieu thereof shall be considered owing in the period for which they are so deducted.
- (d) All deductions shall be remitted to the President of the Union not later than twenty-eight (28) days after the date of deduction and the Employer shall also provide the following information by Contract Area:
 - (1) Social Insurance Number
 - (2) Surname and First Name
 - (3) Sex
 - (4) Address
 - (5) Job Classification
 - (6) Gross Pay
 - (7) Month-to-Date Dues

The above information will be supplied on a computer disk in ASCII format or the format used by Employer.

- (e) Before the Employer is obligated to deduct any amount under (a) or (b) above, the Union must advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.
- (f) From the date of the signing of this Agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other moneys deducted by the Employer from the pay of the employees in the bargaining unit.
- (g) The Employer shall supply each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year.

- (h) An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's wages or salary, the amount of the regular dues payable to the Union by a member of the Union.

ARTICLE 5 -EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES

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

ARTICLE 6 - EMPLOYER RIGHTS

6.1 Employer Recognition

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

6.2 Management Performing Bargaining Unit Work

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

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

ARTICLE 7 - EMPLOYER-UNION RELATIONS

7.1 Union and Employer Representation

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. To implement this the Union shall supply the Employer with the names of its officers and similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

7.2 Technical Information

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

7.3 Labour/Management Committee

- (a) The Employer and the Union agree to establish a single Labour/Management Committee including contract areas 2 and 3, comprised of one (1) Management and one (1) Union designate from each contract area, and the Staff Representative of the Union and General Manager or Assistant General Manager of the Employer. The Union designates will be the bargaining chairperson or his/her alternate from each contract area. The Committee shall meet at the request of either Party, but not more than once per month or less than once every two months, at a place and time to be mutually agreed. This time shall be booked in one-half (½) day work intervals during working hours, either in

the a.m. or p.m., for the purpose of travel to and from and attendance at the Labour/Management Committee meeting.

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

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

ARTICLE 8 • GRIEVANCE PROCEDURE

8.1 Grievances

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

8.2 Step 1

Every effort shall be made by an employee and his/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 PROCEDURE

9.1 Notification

The Union's Area Staff Representative may submit a grievance to arbitration within twenty-one (21) calendar days of the receipt of the Employer's Step 2 response, or within twenty-one (21) calendar days of the date it was due as in accordance with Article 8.4, or within twenty-one (21) calendar days of the alleged violation as in accordance with Articles 8.5 and 10.4, by giving notice to the President of the Company of the Union's intent to arbitrate.

9.2 Pre-Arbitration Meeting

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

- Merv Chertkow
- Stephen Kelleher
- Marguerite Jackson
- Judi Korbin
- Heather Laing
- Emily Burke

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

9.3 Decision of the Arbitrator

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

9.4 Time Limit for Decision

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

9.5 costs

The Parties of 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) If the parties cannot reach agreement on a settlement and if the grievance is not in the nature of:
- (1) a policy grievance;
 - (2) a grievance requiring substantial interpretation of a provision of the Agreement;
 - (3) a substantive matter as determined by either Party.

Then the Parties may submit the grievance to expedited arbitration.

- (b) (1) Mervin Chertkow shall be the named expedited Arbitrator. Where Mr. Chertkow is unavailable to hear a case within ninety (90) days, the hearing will be scheduled within ninety (90) days using one of the following Expedited Arbitrators:
- Stephen Kelleher
 - Marguerite Jackson
 - Judi Korbin
 - Heather Laing
 - Emily Burke

- (2) If these named Arbitrators are not available when required an alternate Arbitrator may be appointed by agreement of the parties and alternate dates arranged.
 - (3) The parties will agree to location of hearings and wherever possible to be held at the nearest city to where the grievance arose.
 - (4) Grievances shall be presented by a designated representative of the Union and a designated representative of the Company (no lawyers).
 - (5) All presentations are to be short and concise with:
 - (i) comprehensive opening statement dealing with the facts and provisions of the Collective Agreement upon which reliance is placed;
 - (ii) limited use of precedential authorities;
 - (iii) parties endeavouring to conclude cases within one working day or less.
 - (6) Nothing in the foregoing limits either Party from introducing all the evidence they believe relevant to their case.
- (c) A decision will be:
- (1) rendered verbally to Parties within three (3) working days of the hearing;
 - (2) confirmed in writing within two (2) calendar weeks of the hearing;
 - (3) the written decision shall set forth a brief explanation of the facts and the terms of the agreement/law relied upon for the decision;
 - (4) without precedent or prejudice to future proceedings;
 - (5) binding to both Parties;
 - (6) consistent with the terms of the Agreement.
- (d) Fees and expenses of the Arbitrators and meetings rooms shall be shared equally by the Parties.

It is understood that changes to this procedure may be made at any time by agreement between the Parties. Additionally, the hearings will be governed by the following guidelines which can be amended by agreement between the Parties at any time.

- (1) If possible, a brief of pertinent documents will be jointly presented to the Chair.
- (2) If possible, a statement of agreed to facts will be jointly presented to the Chair.
- (3) Responses to opening statements will cover any facts which are in dispute and any additional facts available.
- (4) The hearing will be conducted in an informal manner with limited objections by the Parties and without concern for procedural irregularities.
- (5) Hearsay evidence and extrinsic evidence will be allowed to be entered without objection from the opposing Party and given the appropriate weight by the Chair.
- (6) Witnesses will only be used to enter evidence relative to facts in dispute or for expert explanations and their testimony will be guided to the issues of fact.
- (7) Arguments will be presented only to points in issue.

Mediation of the issue by the Chair will be permitted if the Parties both agree, but the Parties must have the authority to settle the issue at the table.

9.7 Amending Time Limits

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

ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE**10.1 Burden of Proof**

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

10.2 Right to a Steward

(a) An employee will be advised in advance of the subject or purpose of any meeting with the Employer which may be the basis of disciplinary action in order for the employee to contact a steward and have the steward present if he/she feels it necessary.

(b) A steward will be advised in advance of the subject or purpose of any meeting with the Employer which may be the basis of disciplinary action against the steward in order for the steward to contact a union representative and have the union representative present if he/she feels it necessary.

10.3 Right to Grieve Other Disciplinary Action

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports or employee appraisals. An employee shall be given a copy of and shall sign acknowledging receipt of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record. The Employer agrees not to introduce as evidence in any hearing, any document from the file of an employee, the existence of which the employee was not aware of at the time of filing.

10.4 Suspension or Discharge

In the event of a grievance arising from an employee's suspension or dismissal, the Employer agrees to notify the employee, in writing, setting out the grounds for the Employer's action. A copy of the notice will be sent to the Area Office of the Union. Grievances arising from suspension or dismissal shall be filed at arbitration pursuant to Article 8.4 within twenty-one (21) calendar days of the suspension or dismissal.

10.5 Probationary Period

(a) Each new employee shall serve a probationary period of fifty-two (52) working days from date of hire during which time the Employer shall assess suitability for continued employment.

(b) The Employer, during the probationary period may release the employee for unsuitability for continued employment providing the factors involved in suitability could reasonably be expected to affect work performance.

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

10.6 Personnel File

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

10.7 Abandonment of Position

Regular employees who are absent from their work assignment, without authorization from the Employer, for a total of five (5) days in a twelve (12) month period will be considered to have abandoned their job and may be disciplined up to and including termination unless the circumstances are of good and sufficient reason to satisfy the Employer.

ARTICLE 11 - SENIORITY

11.1 Service Seniority Defined

(a) Service seniority for regular employees shall be defined as the length of service with the Employer, and shall include unbroken service seniority, as a regular employee, accrued with the Public Service of B.C. prior to November 1, 1988, plus all service seniority as a regular employee accrued with previous maintenance contractors in Contract Area 2 or 3.

(b) Service seniority for auxiliary employees shall be defined as the total number of straight-time hours worked with unbroken service with the Employer plus all accumulated straight-time hours with unbroken service accrued with the Public Service of B.C. prior to November 1, 1988, plus all accumulated straight-time hours accrued with previous maintenance contractors in Contract Area 2 or 3.

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

11.2 Seniority Lists

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

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

11.3 Loss of Seniority for a Regular Employee

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

- (a) is discharged for cause;
- (b) resigns his/her position;
- (c) is on layoff for more than one (1) year;
- (d) accepts a position with the Employer which is outside the bargaining unit, except for temporary appointments of less than four (4) consecutive months;
- (e) accepts a severance payment in accordance with Article 13;
- (f) refuses, while on layoff, an offer from the Employer of a regular position that he/she is qualified for in his/her seniority block;
- (g) Declines while on layoff, three (3) offers of temporary work provided such employee has made a written election to accept auxiliary work during his/her layoff.

11.4 Loss of Seniority for an Auxiliary Employee

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

- (a) is terminated for cause;
- (b) voluntarily terminates or abandons his/her position;
- (c) he/she is not recalled for a period of: nine (9) months;
- (d) is unavailable for, or declines, three (3) offers of re-employment pursuant to Clause 31.2(c)(3);
- (e) the Employer at his discretion may grant leave of absence without pay for the entire period between May 1 and September 30 during which leave Clause 11.4(d) does not apply;
- (f) an auxiliary employee on a claim recognized by the Workers' Compensation Board or the Insurance Corporation of British Columbia, which results from an accident while at work for the Employer shall be credited with service seniority to what he/she would have earned had he/she not been absent and able to work.

Employees hired after July 1, 2002 will be covered by the following provisions.

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

- (a) is terminated for cause;
- (b) voluntarily terminates or abandons his/her position;
- (c) he/she is not recalled for a period of six (6) months;
- (d) is unavailable for, or declines, three (3) offers of re-employment pursuant to Clause 31.2(c)(3);
- (e) the Employer at his discretion may grant leave of absence without pay for the entire period between May 1 and September 30 during which leave Clause 11.4(d) does not apply;
- (f) an auxiliary employee on a claim recognized by the Workers' Compensation Board or the Insurance Corporation of British Columbia, which results from an accident while at work for the Employer shall be credited with service seniority to what he/she would have earned had he/she not been absent and able to work.

11.5 Re-employment

A regular employee who resigns his/her position and within sixty calendar (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 relations to seniority and other fringe benefits.

11.6 Bridging of Service

If a regular employee resigns 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 resignation 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 resignation;
- (b) the resignation must indicate the reasons;
- (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;
- (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 Filling Vacancies Without Posting

When a vacancy for a non-supervisory regular position exists within a seniority block, the Employer shall offer the position to employees within the seniority block in the following sequence:

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

Effective August 15, 2002 -Delete and replace with the following:

(a) When a vacancy for a regular non-supervisory position occurs as a result of a regular employee's resignation, death, retirement, promotion, transfer, or dismissal, and provided the total number of regular employees is below the regular complement, the Employer shall offer the position to employees in the following sequence:

- (1) senior qualified regular employee from the same seniority block within the same classification series,
- (2) senior qualified regular employee from the same seniority block within another classification series,
- (3) senior qualified regular employee from another seniority block within the same classification series,
- (4) senior qualified auxiliary employee from the same seniority block within the same classification series,

(5) senior qualified auxiliary employee from another seniority block within the same classification series,

The provisions of (4) and (5) will be exercised at the sole discretion of the Employer.

(b) Before the number of regular employees reaches the regular complement number, any promotional opportunities within a classification series created by a vacancy will be filled and the lowest subsequent vacancy in the classification will be filled at the Employer's sole discretion.

(c) Vacancies noted above will be filled within a classification and in a seniority block of the Employer's choice.

The regular complement is defined as follows:

Area 2 - thirty-two (32) employees

Area 3 - thirty-six (36) employees.

Relocation expenses are not applicable throughout this process.

12.2 Filling Vacancies Through Posting

(a) Where a vacancy for a non-supervisory regular position cannot be filled within the seniority block, the position shall be posted on designated union bulletin boards throughout the bargaining unit where the position exists for fourteen (14) calendar days.

Where there is more than one applicant for such a position, it shall be offered to the senior qualified applicant within the seniority block where the vacancy exists; failing a successful applicant from within the seniority block, the position shall be offered to the senior qualified applicant from the contract area. Failing a successful applicant from within the contract area the position shall be offered to the senior qualified applicant from the other Contract Area 2 and 3, of the Employer.

(b) When a vacancy for a supervisory regular position exists the Employer will post the position in accordance with the notice provisions of (a) above. The Employer will assess the abilities of the supervisory candidates and will offer the position to the applicant who meets the qualifications as determined by the Employer consistent with those contained in the job description.

If there is no successful applicant from within the bargaining units, then the Employer can hire from outside the bargaining units in question and in doing so positions shall be offered to the most qualified 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 12.2(b) appointments shall be made on the basis of seniority subject to the employee meeting the qualifications of the position. The Employer shall provide the Union with a copy of all job posting awards and shall post such awards on all bulletin boards.

12.5 Temporary Foreman Posting

Appointment of temporary Foreman (Winter Shift, Construction etc.) shall be made in accordance with the following:

- (a) A notice will be posted twice annually on a seasonal basis on bulletin boards requesting that interested individuals provide written indication of their desire to be considered for an appointment as a temporary foreman for his/her seniority block. This notice is not considered a "*posting*" for the purposes of Article 12.2.
- (b) Failure to apply in writing will indicate no interest in the position.
- (c) The Employer may or may not hold interviews in making his decision. Each selection will be made on the basis of seniority subject to the employee meeting the qualifications of the position. The trial period of Article 12.8 will apply to such appointments.
- (d) The name of the employee selected shall be placed on the bulletin boards.

12.6 Notification of Unsuccessful Applicants and Grievance Process

- (a) Unsuccessful applicants to positions will be notified of the name and classification of the successful applicant. An unsuccessful candidate may request an explanation from the supervisor by telephone of the reasons why he/she was unsuccessful, and receive an oral explanation. If a candidate wishes the reasons in writing, his/her request must be in writing to the supervisor. Within seven (7) calendar days of receipt of the employee request, the supervisor will reply to the employee. Where no written requests have been received by the supervisor within fourteen (14) calendar days of the date of the notice being sent to the Union pursuant to Clause 12.4, the successful applicant shall be awarded the position.
- (b) Grievances must be filed at Step 2 within seven (7) calendar days of receipt of the Supervisor's reply. Where a grievance has been filed, no permanent placement shall take place until the grievance has been resolved. The Employer may temporarily award the position subject to the resolution of any grievance. If the grievance is successful, the employee awarded the position will be returned to his/her former position and any other employee who has a job classification change or has been transferred as a result of the original job posting will be returned to his/her former position.

12.7 Interview Expenses

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

12.8 Trial Period

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

12.9 Filling of Regular Vacancies

- (a) When a vacancy for a regular position occurs as a result of a regular employee's resignation, death, retirement, promotion, transfer or dismissal, and provided the number of regular employees in a contract area is below the number specified in Article 13.3, the Employer will post a position and fill it within thirty (30) calendar days.

(b) When a regular employee on Long Term Disability or Workers' Compensation has been diagnosed as permanently unable to return to work for the Employer at his/her regular or any other job classification, the Employer will post a position.

(c) When a vacancy under Article 12.9 becomes available, the Employer will offer the position firstly to an employee in the seniority block in the sequence of 12.1 above. Failing a placement under 12.1, the position will then be filled in accordance with Article 12.2.

Vacancies of (a) or (b) above will be filled with a classification and in a seniority block of the Employer's choice.

Effective August 15, 2002 - Delete

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 Transfer Without Posting

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

ARTICLE 13 -LAYOFF

13.1 Role of Seniority in Layoffs

Regular Employees

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

Pre-Layoff Canvass

(a) Prior to a layoff, the Employer must canvass all regular employees in order of seniority in the following order: Affected seniority block, affected contract area, to invite:

- (1) early retirement;
- (2) resignation with severance pay as provided for in Clause 13.2(c)(1)(2).

(b) When the Employer offers early retirement for regular employees, offers will be made as in (a) above, and shall contain severance pay entitlement as specified in Clause 13.2(c).

(c) The employee will not receive an amount greater than six (6) months current salary, however, employees who have completed twenty (20) years of continuous service and are fifty-five (55) years of age or older shall also be entitled to the provisions of Article 27.14.

Effective August 15, 2002 -Delete and replace with the following:

(a) Prior to a layoff, the Employer shall canvass all regular employees in order of seniority in the following order: Affected seniority block and contract area, to invite resignation with severance pay if eligible as provided for in Clause 13.2(c).

(b) It is understood by the Parties that once the above expressions of interest have been received, offers shall be made by the Employer in order of seniority to those employees whose position can be used for the purpose of the placement of an impacted employee pursuant to Article 13 or Clause 12.8.

13.2 Options Upon Layoff

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

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

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

(b) Opt to be placed on a recall list for a period of one (1) year for the purpose of recall to a regular or auxiliary position within his/her seniority block provided he/she is qualified to perform the work of the position which becomes available. If recalled to work of less than four (4) months duration, layoff notice will not be required. If recalled to work of four (4) months or greater, layoff notice will be as specified in Article 13.1. If this option is selected, no severance pay will be paid; or

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

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

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

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

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

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

(d) Opt for early retirement; or

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

Effective August 15, 2002 -Delete and replace with the following:

13.2 Options Upon Layoff

Regular Employees

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

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

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

“Comparable” includes a job with a salary range of minus fifteen percent (-15%) to plus four percent (+4%) of the employee's original classification.

Relocation expenses are not applicable throughout this process.

The employee who bumps in accordance with (1), (2) and (3) above will not have his/her salary reduced. However, such employee shall not receive negotiated salary increases until the salary of the employee's new classification equals or exceeds the salary which the employee is receiving.

(b) Opt to be placed on a recall list for a period of one (1) year for the purpose of recall to a regular or auxiliary position within his/her seniority block provided he/she is qualified to perform the work of the position which becomes available. If recalled to work of less than four (4) months duration, layoff notice will not be required. If recalled to work of four (4) months or greater, layoff notice will be as specified in above. If this option is selected, no severance is applicable.

(c) Opt for severance as follows:

- (1) Regular employees hired or converted to regular status after July 1, 2002 shall be entitled to severance notice or pay in lieu of notice in accordance with the Employment Standards Act, but not exceed eight (8) weeks.
- (2) Regular employees hired or converted to regular status on or before July 1, 2002 shall be entitled to the current applicable severance pay provisions set out below, however it is understood that eight (8) weeks prior to the expiry of the next **MOT** contract, the current severance pay provisions shall cease to have application and that clause (1) above will have application to all regular employees regardless of their hire date.

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

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

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

An employee covered by **the** provision contained in subsection (2) above will not receive an amount greater than six (6) months' current salary.

(d) Opt for early retirement; or

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

13.3 Core Regular Employees

The Employer and the Union agree that the Employer's primary source of business is the contracts it has with the Province of B.C. and other customers to provide road and bridge maintenance and other services. It is acknowledged by both Parties that the Province of B.C. or other customers may alter the obligations of the Employer under these contracts and such changes may affect the Employer's operations. Given these understandings, the Employer agrees that sixty-four (64) regular employees from Service Area 2 and seventy-two (72) regular employees from Service Area 3 will not **be** subject to layoff, unless the Province of British Columbia or other customers alter the obligations of the Employer and such change results in the need to lay off employees.

Effective August 15, 2002 -Delete and replace with the following:

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 both Parties that the Province of B.C. or other customers may alter the obligations of the Employer under these contracts and such changes may affect the Employer's operations. Given these understandings and based on the current Service Area boundaries, the Employer agrees that those employees listed in Appendix X – Incumbent Employees will not be subject to layoff, unless the Province of British Columbia or other customers alter the obligations of the Employer and such change results in the need to lay off employees.

These core numbers will be reduced by attrition or as above.

This list will be redundant eight (8) weeks prior to the end of the next Maintenance Agreement and this Article and Appendix X will expire at that time.

In **the** event that 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, which will meet within two (2) weeks of notice being given.

Should **the** Parties fail to agree on an appropriate core group, **the** matter shall be referred to arbitration pursuant to Article 9.6 for resolution. The Employer may implement the change until a settlement is reached.

13.4 Relocation

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

13.5 Yard Closure and Series Closure

(a) *Yard Closure*

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

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

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

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

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

(b) *Classification Series Closure*

The Union and the Employer agree that there may be circumstances that may cause a classification series in a yard to be closed. If the Employer wants to close a classification series in a yard, then the Employer shall call for a meeting of the Joint Labour/Management Committee and this committee shall assess the impact on employees and shall review options available under Article 13 for the affected employees. If the Parties are not able to agree then the matter shall be referred to arbitration.

pursuant to Article 9.6 and the issue shall be concluded before any classification series closure is implemented. The Arbitrator shall meet with the Parties and attempt to mediate a settlement and if mediation fails, the issue shall be arbitrated. The Arbitrator shall take into account employee preferences, fairness and equity and operational considerations, and costs to the Employer when rendering a decision.

13.6 Recall of Regular Employees

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

(b) Regular employees on layoff who are recalled and did not choose benefit coverage while on layoff will receive health and welfare benefits of Article 31.4 up to and including the last day of the first month of their appointment. Effective from the first day of the month following their appointment, the employee shall receive health and welfare benefits of Article 25 until the last day of the month in which the employee is laid off. Employees who choose to continue benefit coverage while on layoff shall have their coverage continue upon recall, with the Employer being responsible for the cost of eligible benefits from the first day of recall until the last day of the month in which the employee is laid off. If the employee has made benefit payments which become the responsibility of the Employer, the employee shall be reimbursed by the Employer.

ARTICLE 14 - HOURS OF WORK

14.1 Hours of Work

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

Effective September 13, 2003 in Area 2 and September 8, 2003 in Area 3 - Delete and replace with the following:

The annual hours of work for regular employees exclusive of meal periods but including paid holidays will be 1827 hours.

14.2 Work Schedules

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

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

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

(i) The Parties shall have fourteen (14) days from the date notice is given, to reach agreement on work schedules and an additional seven (7) days to provide for any shift sign up and selection process;

(ii) Work schedules must be able to meet the contractual obligations that the Employer has with the Ministry of Transportation and Highways. Work schedules will also consider seasonal demands, costs to the Employer and functionally linked work

groups within the bargaining unit. Consideration shall also be given to employee preferences, fairness and equity;

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

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

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

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

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

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

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

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

Effective September 13, 2003 in Area 2 and September 8, 2003 in Area 3 -Delete, except for amended 14.2(b)(3), and replace with the following:

Work Schedules:

(a) The basic shift pattern is seven (7) hours at 5:2. Any other shift pattern will be implemented at the Employer's discretion.

(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 minimum length of the normal scheduled work day will be seven (7) hours.

(d) Schedules, including starting and stopping times, will be posted at least seven (7) days in advance, including accumulated annual hours. A copy will be sent to the local Union office.

(e) The length ~~of~~ the workday for the summer season and the winter season will be set by the Employer based on production requirements. Notwithstanding the above, the maximum length of work day will be ten (10) hours.

(f) The foregoing will not preclude start time adjustments.

(g) Notwithstanding the above, the current shift patterns will remain in effect until September 13, 2003 in Area 2 and September 8, 2003 in Area 3.

Amended Article 14.2(b)(3):

(h) Work schedules will be limited to a maximum of six (6) per year, except by mutual agreement at the local level between the Employer and the employee. The new schedules, once agreed upon, shall be posted for seven (7) calendar days prior to implementation. Employee initiated changes to a work schedule will not count as a new schedule for the purposes of this Article.

14.3 Conversion of Hours

(a) **Lieu Days** - where an employee is granted a lieu day pursuant to Article 17.3, the lieu day shall be banked and granted on the basis of seven (7) hours per lieu day.

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

(c) **Designated Paid Holidays** - where an employee is granted a designated paid holiday pursuant to Article 17, the designated holiday shall be granted on the basis of seven (7) hours per designated paid holiday.

14.4 Rest Periods

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

14.5 Standby Provisions

Where regular employees are required to stand by to be called for duty under conditions which restrict their normal off-duty activities, they shall be compensated at straight-time in proportion of one (1) hours' pay for each three (3) hours standing by. An employee designated for standby shall be immediately available for duty during the period of standby at a known telephone number. No standby payment shall be made if an employee is unable to be contacted or to report for duty when required. The provisions of this clause do not apply to auxiliary employees who are not assigned a regular work schedule and who are normally required to work whenever called.

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

14.6 Meal Periods

(a) Recognized meal periods will be within the middle two (2) hours of the work day or shift. The normal meal period will not be less than one-half (½) hour and not more than one (1) hour.

Lengthening of the scheduled work day will not be achieved by expanding the normal meal period except by mutual agreement.

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

14.7 Table of Recognized Work Day Lengths and Shift Patterns

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

Effective September 13, 2003 in Area 2 and September 8, 2003 in Area 3 -Delete.

14.8 Days of Rest

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

14.9 Split Shifts

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

14.10 Earned Time Off

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

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

14.11 Clean-Up Time

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

ARTICLE 15 - SHIFT WORK

15.1 Definition of Shifts and Shift Premium Entitlements

(a) Definition of Shifts and Shift Premiums

- "Day Shift" - all hours worked on any shift that starts between 4:30 a.m. and 1:59 p.m.
- "Afternoon Shift" - all hours worked on any shift that starts between 2:00 p.m. and 8:59 p.m.
- "Night Shift" - all hours worked on any shift that starts between 9:00 p.m. and 4:29 a.m.

(b) Shift Premiums

Date of Ratification of this Agreement between the Parties	
Afternoon Shift	4.5% of MO3
Night Shift	5.5% of MO3

15.2 Shift Premium Entitlement

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

15.3 Work Schedules

- (a) In the event that the work schedule or shift for a regular employee or an auxiliary employee working a scheduled shift roster is changed without forty-eight (48) hours' advance notice and such change is the result of the actions of another employee covered by this Agreement utilizing the benefits provided for by the provisions of this Agreement, the employee will receive a premium of 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.
- (b) In the event that an employee's work schedule or shift is changed without five (5) days' advance notice and the change results from causes other than that defined in (a) above, the employee shall receive a premium, at the applicable overtime rate, except that if the change results from no fault of the Employer, he/she shall not receive a premium at overtime rates but shall receive the premium defined under (a) above.

15.4 Exchange of Shifts

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

15.5 Shortfall of Annual Working Hours

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

15.6 Rotation of Shifts

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

- (1) by seniority for all employees classified at the level of work to be performed, followed by;
- (2) by seniority for all employees from other classifications.

15.7 Short Changeover Premium

- (a) If shifts are scheduled so that there are not twenty-four (24) hours between the start of an employee's shift and the start of his/her next shift, a premium calculated at the overtime rates will be paid for hours worked on the succeeding shift within the twenty-four (24) hour period.
- (b) Where an employee exercises seniority rights to work shifts, one of which falls within the twenty-four (24) hour period from the start of the previous shift, the employee shall not be entitled to claim the premium rate referred to in (a) above.

15.8 Employees Working Away from Their Point of Assembly

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

15.9 Winter Shift for Highways Maintenance Crews

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

15.10 Reporting Pay

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

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

ARTICLE 16 - OVERTIME

16.1 Definitions

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

16.2 Overtime Entitlement

A regular employee or an auxiliary employee will be entitled to compensation for authorized overtime in excess of the scheduled daily hours, or for hours worked outside the negotiated work schedule(s). Overtime shall be compensated in thirty (30) minute increments however, employees shall not be entitled to any compensation for periods of overtime of less than five (5) minutes per day.

16.3 Sharing of Overtime

- (a) Overtime work shall be allocated on an equitable basis in order of seniority, considering the availability of qualified employees within each classification series. Such equitable sharing shall be by

seniority block. Equitable sharing means allocation on a rotation basis, subject to availability and qualification of employees. It is agreed that at any one time overtime hours of individual employees may vary.

(b) The equitable sharing will be calculated separately for the winter and summer shifts.

(c) The Employer shall maintain records of offers of overtime by name, date, time, number of hours worked, method of offer, response to the offer, and any reasons for declines. Such records shall be available for viewing by all employees.

(d) A list of overtime offered and worked, by classification series, shall be posted in each work site and regularly maintained as such overtime is worked.

(e) Should a dispute arise concerning the allocation of overtime, the Employer agrees that access to the overtime records shall be given to a Union representative.

16.4 Overtime Compensation

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

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

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

Effective September 13, 2003 in Area 2 and September 8, 2003 in Area 3 - Delete and replace with the following:

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

- (a) time and one-half for the first three (3) hours of overtime on a regularly scheduled work day;
- (b) double time for hours worked in excess of (a);
- (c) time and one-half for all hours worked on a day of rest up to and including the normal work day length and double-time thereafter.

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

16.5 Overtime Meal Allowance

(a) When an employee is required to work in excess of two and one-half (2½) hours overtime immediately before or after completion of his/her scheduled daily hours, he/she shall be paid an overtime meal allowance, and a meal break of one-half (½) hour, at applicable overtime rates, with pay will be given. The overtime meal allowance shall be twelve dollars (512) effective from the date of ratification of this Agreement between the Parties.

(b) If the employee continues to work overtime beyond the three (3) hours, a further meal allowance and meal break as above shall be provided upon completion of an additional four (4) hours worked, and upon the completion of every three (3) hours worked thereafter.

(c) When an employee is not on stand-by and is called out for overtime prior to his/her scheduled shift and it was not possible to give one-half (½) hour notice to permit preparation of the meal normally taken to work, the Employer shall provide the meal or pay the overtime meal allowance.

(d) In the case of an employee called out on overtime to work on a rest day, this clause will only apply to hours worked outside his/her regular shift times for a normal work day.

(e) Where any of the meals provided under (a), (b), (c), or (d) above duplicates a meal to which an employee is entitled because of travel status, then the employee shall receive only one (1) benefit for each meal.

Effective September 13, 2003 in Area 2 and September 8, 2003 in Area 3 - Delete and replace with the following:

(a) When an employee is required to work in excess of two and one-half (2½) hours overtime immediately before or after completion of his/her scheduled daily hours, a meal break of one-half (½) hour, at applicable overtime rates, with pay will be given.

(b) If the employee continues to work overtime beyond the three (3) hours, a further 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) In the case of an employee called out on overtime to work on a rest day, this clause will only apply to hours worked outside his/her regular shift times for a normal work day.

16.6 No Layoff to Compensate for Overtime

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

16.7 Right to Refuse Overtime

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

16.8 Callout Provisions

(a) *Callout Compensation*

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

Effective September 13, 2003 in Area 2 and September 8, 2003 in Area 3 - Delete and replace with the following:

A regular employee who is called back to work outside his/her regular working hours shall be compensated from the time he/she leaves his/her home to report for duty until the time he/she arrives back upon proceeding directly to and from work.

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

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

(2) If the callout is for longer than three (3) hours, the employee will be required to work the callout period and a portion of the abutting regular shift. The portion of the regular shift which must be worked will be the regular shift less the amount that the callout exceeds three (3) hours.

Compensation shall be at overtime rates for the callout period and straight time for the regular shift without shortfall.

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

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

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

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

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

(d) Time spent by an employee travelling to work or returning to his/her residence before and after callout 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) There shall be eight (8) clear hours of rest between the end of callout and the time the employee reports to work on his next regular shift. Unless requested otherwise by the Employer, the employee shall commence his/her next regular shift at a time that provides for eight (8) clear hours of rest.

(g) *Callout for Emergency Situations*

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

16.9 Rest Interval After Overtime

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

16.10 Method of Compensation

(a) Overtime compensation shall be monetary unless the employee indicates in writing to the Employer to have such compensation in either time off in lieu of payment or fifty percent (50%) cash and fifty percent (50%) time off. If the employee chooses time off, such time shall be scheduled and taken by mutual agreement between the employee and the Employer by October 31st of each year. If compensatory time off cannot by mutual agreement be scheduled by October 31st of each year, then a cash payment in lieu of such time off shall be paid within thirty (30) calendar days following October 31 of each year. In the last year of the Employer's maintenance contract with the Province of B.C., compensatory time off shall be scheduled and taken by the expiry date of such contract or the Employer, at his option will pay, to the employee a cash payment in lieu of such time off.

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

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

16.11 Recall of Auxiliary Employees

The Employer is not required to recall auxiliary employees who have already accumulated eighteen hundred and twenty seven (1,827) straight-time hours in a twelve (12) month scheduling period.

ARTICLE 17 -PAID HOLIDAYS

17.1 Paid Holidays

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

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

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

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

17.2 Holiday Falling on a Non-Scheduled Work Day

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

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

Effective September 13, 2003 in Area 2 and September 8, 2003 in Area 3 - Delete and replace with the following:

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

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

Effective September 13, 2003 in Area 2 and September 8, 2003 in Area 3 -Delete and replace with the following:

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

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

17.3 Holiday Falling on a Scheduled Work Day

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

17.4 Holiday Coinciding with a Day of Vacation

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

17.5 Christmas or New Year's Day Off

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

17.6 Paid Holiday Pay

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

17.7 Work Day Scheduled on a Paid Holiday

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

17.8 Paid Holidays for Auxiliary Employees

- (a) An auxiliary employee shall be compensated for paid holidays provided he/she has:
 - (1) worked the day before and the day after the holiday; or
 - (2) worked fifteen (15) of the previous thirty (30) days preceding the paid holiday; or

- (3) worked at least one hundred and five (105) hours at the straight-time rate in the thirty (30) days preceding the paid holiday.
- (b) An auxiliary employee who is required to work on a designated paid holiday, shall be compensated at the same rate as a regular employee in accordance with this Article.
- (c) This Article shall not apply to employees who have been terminated prior to the paid holiday occurring.

ARTICLE 18 - ANNUAL VACATIONS

18.1 Annual Vacation Entitlement

(a) Definitions

"Vacation year" - for the purpose of this Article a vacation year shall be the year commencing November 1st and ending October 31st.

'First year vacation' - the first vacation year is the vacation year in which the employee's first anniversary falls.

- (b) Regular employees who receive at least ten (10) days pay at straight-time rates in a calendar month shall be entitled to a full month's vacation and shall earn vacation credits as follows:

<i>Vacation Years</i>	<i>Work Hours</i>
First to Fifth	105
Sixth.....	112
Seventh.....	119
Eighth.....	147
Ninth	154
Tenth.....	161
Eleventh.....	168
Twelfth to Nineteenth	175
Twentieth and thereafter	210

18.2 Vacation Earnings For Partial Years

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

18.3 Vacation Scheduling

- (a) With the exception of authorized vacation carry-over under Article 18.6, the scheduling and completion of vacations shall be on a vacation year basis.

(b) The vacation year in which an employee's first anniversary falls shall be the first vacation year. For the purpose of additional leave entitlement, the vacation year in which the fifth anniversary falls shall be the fifth vacation year; in which the sixth anniversary falls shall be the sixth vacation year; etc.

(c) *Vacation Period*

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

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

(d) *Preference in Vacation*

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

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

(e) *Vacation Schedules*

(1) Vacation schedules will be posted between October 1st and October 15th for the period of November 1st through April 30th, and between April 1st and April 15th for the period May 1st through October 31st. Employees will be advised of the status of their vacation selection not more than four (4) weeks from either the cut off dates or from the date of any request falling outside of the scheduling period identified in this clause.

(2) Regular employees who do not exercise their seniority rights within fourteen (14) days of the vacation schedule being posted shall not be entitled to exercise those rights with respect to any vacation time previously selected by employees with less seniority. The Employer reserves the right to schedule vacation for those employees who have not selected their vacation by May 15th of each vacation year, except for vacation to be carried over as provided for in Article 18.6. Regular employees who do not use their current year vacation entitlement during the vacation year will be paid out for such unused vacation, except for vacation carry forward, on the last pay period of a vacation year.

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

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

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

- (5) The Employer shall make every reasonable effort to contact employees who are absent in order to establish such employees' preference for vacation.
- (f) Vacation schedules, once approved by the Employer, shall not be changed, other than in cases of emergency, except by mutual agreement between the employee and the Employer.

18.4 Vacation Pay

- (a) Payment for vacations will be made at an employee's basic pay, except if an employee has been working in a higher paid position than his/her regular position for a majority of his/her regularly scheduled hours in the sixty (60) work days preceding his/her vacation, in which case he/she shall receive the higher rate. Where substitution has been performed at various levels, the rate paid for the purpose of this Article shall be the classification that the majority of substitution has been performed within.
- (b) Once per calendar year, upon thirty (30) calendar days' written notice, a regular employee shall be entitled to receive, prior to commencement of a vacation, a payroll advance equivalent to the amount of his/her regular pay cheque issued during the vacation period.
- (c) Where an employee is granted vacation, vacation taken shall be deducted in accordance with the actual hours of the employee's shift in effect at the time the vacation is taken.

18.5 Approved Leave of Absence During Vacation

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

18.6 Vacation Carryover

- (a) An employee may carry over up to seventy (70) hours vacation leave per vacation year provided that such vacation carryover shall not exceed seventy (70) hours at any time. Employees in their first partial year of service may not carry vacation leave forward.
- (b) A single vacation period which overlaps the end of a vacation year shall be considered as a vacation for the vacation year in which the vacation commenced. The portion of vacation taken subsequent to, but adjoining, the end of the vacation year shall not be considered as vacation carryover, nor as a seniority choice for the subsequent vacation year.

18.7 Call Back From Vacation

- (a) Regular employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency.
- (b) When, during any vacation period, a regular employee is recalled to duty, he/she shall be reimbursed for all expenses incurred by himself, upon submission of receipts, in proceeding to his/her place of duty and upon resumption of vacation, in returning to the place from which he/she was recalled.
- (c) Time necessary for travel in returning to his/her place of duty and returning again to the place from which he/she was recalled shall not be counted against his/her remaining vacation entitlement.

18.8 Vacation Leave on Retirement

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

18.9 Vacation Credits Upon Death

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

18.10 Vacation Earnings While on Approved Leave

Regular employees who accrue at least ten (10) days seniority in a calendar month shall be entitled to a full months vacation credits except when they are:

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

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

Employees shall be entitled to coverage for short-term illness and injury and long-term disability in accordance with the provisions of this Agreement and as described in Appendix 11. In the case of employees in receipt of Short-Term Illness and Injury Plan Benefits, the Employer shall prepay thirty (30) calendar days of any one claim.

ARTICLE 20 - SPECIAL AND OTHER LEAVE**20.1 Bereavement Leave**

- (a) In the case of a death in the immediate family, an employee not on leave of absence without pay shall be entitled to special leave, at his/her regular rate of pay. Such leave shall normally not exceed five (5) work days.
- (b) Immediate family is defined as an employee's parent, spouse (including common-law spouse), child, brother, sister, father-in-law, mother-in-law, grandparent and grandchild, step parent or any other relative permanently residing in the employee's household or with whom the employee permanently resides.
- (c) In the event of the death of the employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law, the employee shall be entitled to special leave at his/her regular rate of pay for one (1) day for the purpose of attending the funeral.
- (d) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited with appropriate number of days to vacation leave credits.
- (e) Auxiliary employees shall be entitled to bereavement leave as outlined above, but such leave shall be without pay.
- (f) Where established ethnic cultural or religious practices provide for ceremonial occasions other than the bereavement period in (a) above, the balance of the bereavement leave as provided in (a) above, if any, may be taken at the time of the ceremonial occasion. When an employee intends to use the provisions of this clause he/she must advise the employer when application is made for leave in accordance with (a) above.

20.2 Special Leave

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

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

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

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

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

20.3 Family Illness

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

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

20.4 Full-Time Union 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, Secretary-Treasurer or Vice-president of the B.C. Government and Service Employees' Union. The leave shall be for a period of three (3) years and shall be renewed upon request.

20.5 Leave for Court Appearances

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

- (b) **In** cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.
- (c) An employee in receipt **of** his/her regular earnings while serving at court shall remit to the Employer all monies paid to him/her by the court, except travelling and meal allowances not reimbursed by the Employer.
- (d) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.
- (e) For all the above leaves, the employee shall advise his/her supervisor **as soon as** he/she is aware that such leave is required.
- (f) Where an employee is required to be a witness as a result of his/her employment, during **non** scheduled hours, all hours shall be considered time worked.

20.6 Leave for Writing Examinations

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

20.7 Leave for Taking Courses

- (a) An employee shall be granted leave with pay to take courses at the request of the Employer. The Employer shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees, and course required books, necessary travelling, room and board expenses, and other legitimate expenses where applicable. Fees are to be paid by the Employer when due.
- (b) A regular employee may be granted leave without pay, to take courses in which the employee wishes to enrol.

20.8 Educational Leave

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

20.9 Elections

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

20.10 General Leave

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

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

20.11 Leave for Medical/Dental Care

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

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

20.12 Maximum Leave Entitlement

The total of leaves taken under Articles 20.2, 20.3, 20.11, and 20.14 shall not exceed seventy (70) hours from work per calendar year, unless additional special leave is approved by the Employer.

Effective September 13, 2003 in Area 2 and September 8, 2003 in Area 3 - Delete and replace with the following:

The total of leaves taken under Articles 20.2, 20.3, 20.11, and 20.14 shall not exceed thirty five (35) hours from work per calendar year, unless additional special leave is approved by the Employer.

20.13 Emergency Service Leave

In order for an employee to qualify for paid leave, he/she must have provided evidence in the form of a valid Provincial Emergency Program registration card to the Employer for approval prior to any such leave.

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

20.14 Donor Leave

An employee shall be granted the necessary leave of absence with pay for the purpose of donating bone marrow or an organ. Leave will be in accordance with Article 20.12.

20.15 Other Religious Observances

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

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

notice as possible shall be provided. The Employer may withhold the leave if at least one (1) weeks notice is not provided.

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

20.16 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) **Without Pay** -- where an employee participates in a program of training for the purpose of qualifying for a higher rank; or

(2) **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.

ARTICLE 21 - PREGNANCY, PARENTAL AND ADOPTION LEAVE

21.1 Pregnancy Leave

(a) An employee is entitled to pregnancy leave of **up** to seventeen (17) weeks without pay.

(b) An employee shall notify the Employer in writing of the expected date of the termination of her pregnancy. Such notice will be given at least ten (10) weeks prior to the expected date of the termination of the pregnancy.

(c) The period of pregnancy leave shall commence six (6) weeks prior to the expected date of the termination of the pregnancy. The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner.

(d) A pregnant employee who can not perform all the duties of her own occupation on the advice of her doctor during a period not covered by wage loss benefits from any source will remain on payroll and be provided with alternate duties which she can perform.

21.2 Pregnancy Leave Allowance

(a) An employee who qualifies for pregnancy leave pursuant to Article 21.1, shall be paid maternity leave allowance in accordance with the Supplementary Employment Benefit (SUB) Plan. In order to receive this allowance, the employee must provide to the Employer, proof that she has applied for and is eligible to receive employment insurance benefits pursuant to the Employment Insurance Act. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for pregnancy leave allowance.

(b) Pursuant to the Supplemental Employment Benefit (SUB) Plan, the pregnancy leave allowance will consist of:

(1) two (2) weeks at eighty-five percent (85%) of the employee's basic pay;

(2) fifteen (15) additional weekly payments equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and eighty-five percent (85%) of the employee's basic pay.

21.3 Parental Leave

- (a) Upon written request an employee shall be entitled to parental leave of up to thirty-seven (37) consecutive weeks without pay unless pregnancy leave has been taken, in which case the leave will be up to thirty-five (35) weeks without pay.
- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the thirty-seven (37) 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 21.5;
 - (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 date or adoption of the child. Such leave request must be supported by appropriate documentation.

21.4 Adoption Leave

Upon request and with appropriate documentation, an employee is entitled to adoption leave without pay of up to thirty-seven (37) weeks following the adoption of a child.

21.5 Extension of Leaves

Employees who are entitled to leave pursuant to Articles 21.1 and 21.3 or Articles 21.4 and 21.3 shall be entitled to an extended leave of up to an additional six (6) months for health reasons where a doctor's certificate is presented. Such written request must be received by the Employer at least four (4) weeks prior to the expiration of leave taken pursuant to Article 21.1, 21.3 or 21.4

21.6 Benefit Continuation

- (a) For leaves taken pursuant to Articles 21.1, 21.3, 21.4 and 21.5 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.
- (b) Notwithstanding (a) above, should an employee be deemed to have resigned in accordance with Article 21.7 the Employer will recover monies paid pursuant to this clause.

21.7 Deemed Resignation

An employee shall be deemed to have resigned on the date upon which leave pursuant to Articles 21.1, 21.3, 21.4 and 21.5 commenced unless he/she advised the Employer of his/her intent to return to work one (1) month prior to the expiration of the leave pursuant to Article 21 or Clause 20.17, or if he/she does not return to work after having given such advice.

21.8 Entitlements Upon Return to Work

- (a) Notwithstanding Articles 18.1(b) and 18.6, vacation entitlements and vacation pay shall continue to accrue while an employee is on leave pursuant to Article 21.1, 21.3 or 21.4 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 18.6.

(b) An employee who returns to work after the expiration of pregnancy, parental, adoption or extensions to such leaves shall retain the seniority the employee had accumulated prior to commencing the leave and shall be credited with seniority for the period of time covered by the leave.

(c) On return from pregnancy, parental, adoption or extensions to such leaves, an employee shall be placed in the employee's former position or in a position of equal rank and basic pay.

(d) Employees who are unable to complete the six (6) months return to work required in (a) as a result of proceeding on pregnancy, parental or adoption leave shall be credited with their earned vacation entitlements and vacation pay providing the employee returns to work for a period of not less than six (6) months following the expiration of the subsequent pregnancy, parental or adoption leave.

21.9 Pregnancy Leave Allowance Repayment

To be entitled to the pregnancy allowance pursuant to Article 21.2, an employee must sign an agreement that he/she will return to work and remain in the Employer's employ for a period of at least six (6) months after his/her return to work.

Should the employee fail to return to work and remain in the employ of the employer for a period of six (6) months, the employee shall reimburse the Employer for the pregnancy leave allowance received under Articles 21.2 above in full.

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 Article.

22.2 Safety Program

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

22.3 Local Occupational Health and Safety Committee

(a) The Employer shall initiate and maintain, at the regular place of employment, Local Occupational Health and Safety Committees where there is, subject to the provisions of Article 22.1, a workforce of twenty (20) or more workers in an operation or work area classified as A (high) or B (medium) by WCB First Aid Regulations.

(b) Employees who are representatives of this committee shall not suffer any loss of current pay for the time spent attending a committee meeting, job site inspection, or accident investigation in accordance with the WCB Regulations.

(c) Committee meetings shall be scheduled during normal working hours whenever possible. Time spent by designated committee members attending meetings held on their day of rest or outside their regularly scheduled hours of work shall not be considered time worked, but such committee members shall receive equivalent time off at the straight-time rate.

(d) There shall be equal employee and Employer representation and the chairing of such meetings will alternate between the employees and the Employer.

22.4 Unsafe Work Conditions

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

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

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

22.5 Injury Pay Provision

An employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of his/her shift.

22.6 Transportation of Accident Victims

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

22.7 Investigation of Accidents

- (a) Pursuant to the Workers' Compensation Board, Industrial Health and Safety Regulations section governing Accident Reports and Investigations, all accidents shall be investigated jointly by at least one (1) representative designated by the Union and one (1) Employer representative.
- (b) Reports shall be submitted on a mutually agreed accident investigation form and copies sent to:
 - (1) Workers' Compensation Board
 - (2) Employer designate(s)
 - (3) Occupational Health and Safety Committee members
 - (4) The appropriate Union Office
- (c) In the event of a fatality the Employer shall immediately notify the President of the Union, or designate, of the nature and circumstances of the accident and arrange as soon as possible for a joint investigation.
- (d) Time spent in accident investigation will be considered time worked based on the employee classification in effect at the time of the investigation.

22.8 Occupational First Aid Requirements and Courses

- (a) The Union and the Employer agree that First Aid Regulations made pursuant to the Workers' Compensation Act shall be fully complied with. Sufficient copies of the WCB Industrial Health and Safety Regulations as well as the First Aid Regulations made pursuant to the Workers' Compensation Act shall be maintained at each point of assembly.
- (b) Where the Employer requires an employee to perform first aid duties in addition to the normal requirements of the job, the cost of obtaining and renewing the Occupational First Aid Certificate shall be borne by the Employer, and leave to take the necessary courses shall be granted with pay.
- (c) Employees required to possess an Occupational First Aid Certificate and who are designated to act as the First Aid Attendant, in addition to their normal job responsibilities shall receive the

following allowance effective from the date of ratification of this Agreement by the Parties on the basis of the class of certificate which they hold:

- (1) *Occupational First Aid Certificate, Level 2* - 43¢ per hour worked to a biweekly maximum of \$30.
 - (2) *Occupational First Aid Certificate, Level 3* - 60¢ per hour worked to a biweekly maximum of \$42.
- (d) (1) In order to meet the requirements of (a) above, the Employer will designate in order of seniority from among those regular employees holding an appropriate Occupational First Aid Certificate to act as the First Aid Attendant in addition to the normal requirements of the job.
- (2) Where no employee within the work group possesses an Occupational First Aid Certificate, the opportunity to obtain a Certificate will be offered to regular employees within the work group in order of service seniority, provided the employee can meet the requirements of the WCB regulations to undertake the training in order to obtain an Occupational First Aid Certificate.
- (3) In the event that the procedures outlined above do not meet the requirements of (a), the Union will assist the Employer to meet their obligations by approaching regular employees in the work group on behalf of the Employer.
- (4) Where (d)(1), (2), and (3) do not meet, within a reasonable period of time, the requirements of the Employer to achieve (a) above, the Employer may:
- (i) recall a qualified auxiliary employee in order of seniority from those holding the appropriate Occupational First Aid Certificate, and/or
 - (ii) include an Occupational First Aid Certificate as a desirable qualification on a posting pursuant to Article 12.2.
- (5) Failing (4) above, the Employer may require the most senior regular employee within the work group who can meet the requirements of the WCB regulations to undertake Occupational First Aid training in order to obtain a Certificate.

22.9 Unresolved Safety Issues

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

22.10 Video Display Terminals

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

- (a) When a majority of an employee's daily work time requires monitoring such video display terminals, 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 workday to be scheduled by mutual agreement within the work group.

- (2) Employees required to continuously operate VDT's for three and one-half (3½) 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 period.
- (c) (1) Pregnant employees shall have the following options:
- (i) not to continue monitoring video display terminals; or
 - (ii) not working in the area of one (1) meter of video display terminals which use cathode ray tubes; or
 - (iii) to work at a shielded video display terminal should one be present in the worksite.
- (2) When a pregnant employee chooses not to monitor such video display terminals, or chooses not to work in such an area, if other work at the same or lower level is available within the office, 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 pregnancy 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 Joint Labour Management 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 VDT's shall meet the standards recommended by the Ministry of Labour, Occupational Environmental 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

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

22.12 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 and have a pre-arranged *"employee check"* made at specified intervals, and at specified locations.

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

22.13 Working Alone

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

22.14 Occupational First Aid Level 1 Course

All employees who by the nature of their employment are required under the Workers' Compensation Board regulations to complete a Occupational First Aid Level 1 Course, shall be given the course at the Employer's expense. Any disputes arising from the application or interpretation of this Article shall be referred to the Occupational Health and Safety Committee for review.

22.15 Hearing Examinations

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

22.16 Training Programs for Occupational Health and Safety Committee Members

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

22.17 Skin Protection From Ultra Violet Radiation

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

ARTICLE 23 - TECHNOLOGICAL CHANGE

23.1 Recognition of Technological Change

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

23.2 Notice of Technological Change

- (a) For the purpose of technological change, the Employer agrees to provide the Union with as much written notice as possible, but in any event not less than sixty (60) calendar days notice of a technological change.

(b) Upon receipt of a notice of technological change pursuant to Clause 23.2(a), the Joint Labour/Management Committee shall meet to consult on the impact of the proposed change.

(c) The written notice identified in Clause 23.2(a) will provide the following information:

- (1) the nature of the change(s);
- (2) the anticipated date(s) on which the Employer plans to effect change(s);
- (3) the location(s) and number(s) of employees likely to be directly affected pursuant to (d) below.

(d) Where notice of technological change has been given pursuant to Clause 23.2(a):

(1) Regular employees who **are** assigned **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 the options of Article 13.

(2) To absorb those regular employees who are not assigned by the Employer to work with the new technology or who are displaced because of such technological change, the Employer will endeavour to utilize normal turnover of employees within the company in which the change occurs, to the extent that turnover occurs during the period in which the 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.

23.3 Waiving of Notice

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

23.4 Disputes Resolved

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

ARTICLE 24 -CONTRACTING OUT

24.1 Contracting Out

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

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

(c) Prior to contracting out major portions of work as set out in (a) and (b) above, the Employer shall notify the Union of the nature of the work and the expected duration. The Employer agrees to notify

the Union in April and October of each year of the amount and type of work contracted out pursuant to (a) and (b) above.

Effective September 13, 2003 in Area 2 and September 8, 2003 in Area 3 – Delete.

24.2 No Contracting Out Which Results in a Layoff

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

Effective September 13, 2003 in Area 2 and September 8, 2003 in Area 3 – Replace with the following:

24.2 Regular Employees

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

Effective September 13, 2003 in Area 2 and September 8, 2003 in Area 3, renumber to 24.1.

24.3 Contracting In

Nothing in the present agreement prohibits the Employer from contracting with a third party. If the Employer wishes to discuss temporary modifications to the Collective Agreement this shall be done in accordance with Memorandum of Understanding #2, "Hours & Work."

Effective September 13, 2003 in Area 2 and September 8, 2003 in Area 3 – Delete.

24.4 Auxiliary Recall

It will not be deemed to be a violation of this Agreement when the Employer contracts out work which results in an auxiliary employee on layoff not being recalled for a work assignment.

Effective September 13, 2003 in Area 2 and September 8, 2003 in Area 3, renumber to 24.2.

ARTICLE 25 -HEALTH AND WELFARE

25.1 Eligibility

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

25.2 Short Term Illness and Injury Plan

The Employer will provide a short term illness and injury plan (STIIP) that entitles eligible employees to a benefit of seventy-five percent (75%) of basic pay for a period not to exceed seven (7) months as provided for in Appendix 11.

25.3 Basic Medical Insurance

All eligible employees may choose to be covered by the British Columbia Medical Plan. Benefits and premium rates shall be in accordance with the existing policy of the plan. The Employer will pay one hundred percent (100%) of the regular premium.

25.4 Extended Health Care Plan

The Employer's Extended Health Care Plan will entitle eligible employees and spouse to coverage for eye glasses or contact lenses of two hundred and fifty dollars (**\$250**) in any continuous period of twenty-four (**24**) months, and will entitle dependent children of eligible employees to coverage for eye glasses or contact lenses of two hundred and fifty dollars (\$250) in any continuous period of twelve (12) months. In addition, there will be an allowance for hearing aids of five hundred and twenty-five dollars (\$525) per thirty-six (36) month period.

25.5 Dental Plan

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

- (a) **Part A - 100%** coverage
- (b) **Part B - 60%** coverage
- (c) **Part C - 50%** coverage, subject to participating in the Employer's dental plan for at least six (6) months and subject to a maximum lifetime payment of three thousand dollars (\$3,000) per patient.

25.6 Group Life and Accidental Death and Dismemberment

Eligible employees shall be entitled to coverage under the Employer's group life and accidental death and dismemberment insurance plan as follows:

- (a) **Group Life Principle Sum:** twice an eligible employee's annual basic pay subject to a minimum of one-hundred thousand dollars (\$100,000).
- (b)

(1)	loss of both hands or feet.....	group life principle sum
(2)	loss of sight of both eyes.....	group life principle sum
(3)	loss of one foot and one hand	group life principle sum
(4)	loss of one hand or one foot and sight of one eye.....	group life principle sum
(5)	accidental death.....	group life principle sum
(6)	loss of one hand or one foot.....	one-half of group life principle sum
(7)	loss of sight of one eye	one-half of group life principle sum

25.7 Medical Examination

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

25.8 Long Term Disability

Eligible employees shall be entitled to coverage for long-term disability as provided for under Appendix 11, Short and Long Term Disability.

25.9 Benefit Coverage While on STIP/LTD/WCB

- (a) The Employer shall maintain coverage for the Medical Services Plan of British Columbia, extended health benefits, dental care benefits, group life, accidental death and dismemberment, short and long term disability and pension plan contributions and shall pay the Employer's share of these

benefits while an employee is in receipt of benefits pursuant to short and long term disability plan or Workers' Compensation Board claim.

(b) Vacation entitlement and vacation pay for an eligible employee on a short term illness and injury, or Workers' Compensation Board claim shall continue to accrue for a maximum of six (6) months while the employee is on such a claim. Vacation earned pursuant to this Article may be carried over to the following year pursuant to Article 18.6. Vacation displaced for any of the above reasons shall be taken at a mutually agreed time following the employee's return to work.

(c) On return from leave an employee shall be placed in his/her former position.

25.10 Employer to Provide Coverage

The Employer shall provide coverage as set out in the policies described in Articles 25.2, 25.3, 25.4, 25.5, 25.6 and 25.8 above as provided for in Policy #139293 Great West Life, and shall pay one hundred percent (100%) of the premiums as set out in these policies. Benefit coverage will remain in effect until the end of the month in which an employee loses benefit entitlement. The employee shall pay the premium for any insurance over the amount set out in the policy described in Article 25.6 above.

Should an employee choose coverage under any of Articles 25.2, 25.4, 25.5, 25.6 or 25.8 then the employee must have coverage under Article 25.3.

25.11 Worker's Compensation Benefits

(a) Where an employee makes application for Workers' Compensation Board benefits he/she will make application for STIIP benefits at the same time. Where an eligible employee is on a claim recognized by the Workers' Compensation Board, he/she shall be entitled to leave at his/her regular rate of pay up to a maximum of one hundred and fifty-two (152) days for any one claim in lieu of benefits as outlined in Appendix 11, Short and Long Term Disability. In such cases, the compensation payable by the Workers' Compensation Board shall be remitted to the Employer. During the one hundred and fifty-two (152) days leave period the employee will be kept whole by the employer on the basis of (b) below.

(b) Earnings for the purpose of Workers' Compensation Board leave will be calculated according to Workers' Compensation Board regulations as described below:

Average earnings for the purposes of Workers' Compensation Board leave is calculated on the daily wages or other regular remuneration which the worker was receiving at the time of injury. Compensation based on this rate will continue until the end of the worker's temporary disability or the eight (8) week review, whichever comes first. An eight (E) week review is made where wage-loss payments based on the worker's rate of pay at the date of injury have continued for eight weeks. This review consists of an enquiry and determination of what earnings rate best represent the actual loss of earnings suffered by the worker by reason of the injury. Earnings in the one (1) year period prior to the injury are obtained and used to reflect the actual loss of earnings. If at the beginning of the ninth week there is insufficient information on which to complete the eight (E) week rate review, a provisional rate will be set until sufficient information is received. Where a change is determined, the change will take effect at the beginning of the week following the first eight (E) weeks payment of wage-loss benefits.

Auxiliaries' average earnings is calculated based on scheduled hours worked, prior year or prior three months' information. Workers' Compensation Board gives auxiliaries the option to provide more information, in order to support their claim.

25.12 Employee Assistance Program

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

- (a) total cost will not exceed two thousand five hundred dollars (\$2,500) per calendar year, per contract area, with no carry forward of unused portions from one year to ~~the~~ next;
- (b) personal counselling services will be provided for regular employees who have completed their probationary period and their families;
- (c) the Employer shall provide a list of local counselling companies to the Union which shall be used by the employees from within the local area. If a local counselling company is not available, then the Employer shall identify alternate counsellors;
- (d) the program will be confidential and bills will be sent by the counselling company to the Employer;
- (e) counselling visits will be limited to a maximum of six (6) per client;
- (f) the counselling service shall, when billing the Employer, identify who has used the service and on which day(s). This information shall only be forwarded to the General Manager and/or Employee Relations Manager;
- (g) a member of an employee's family shall be defined as a spouse and children.

25.13 Continuation of Benefits

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

25.14 Copies of the Benefit Plan

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

25.15 Change of Carrier

The Employer shall at his option have the right to change benefit plan carriers. In doing so, the Employer agrees to provide benefits similar to those of the existing plan and will not enter into an agreement to change carriers without prior approval of the Union.

ARTICLE 26 - WORK CLOTHING**26.1 Protective Clothing**

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

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

26.2 Safety Equipment

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

26.3 Lockers

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

26.4 Replacement Provisions

Replacement of unserviceable items will be made upon surrender of the items to be replaced.

26.5 Tools

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

(f) Tool Allowance

The Employer agrees to provide a tool allowance on the date of ratification and every two (2) years thereafter for receipted work related tool purchases.

- three hundred dollars (\$300) per regular mechanic
- one hundred dollars (\$100) per regular welder

26.6 Comprehensive Insurance

- (a) The Employer agrees to provide comprehensive insurance covering tools, tool boxes, reference texts and instruments owned by an employee and which are required to be used in the performance of their duties at the request of the Employer. The Employer shall pay any deductible amounts for comprehensive insurance.
- (b) Employees shall provide a comprehensive list of all tools requiring insurance, and they shall update the list as necessary. This list shall be kept on the employee's personnel file.

ARTICLE 27 -PAYMENT OF WAGES AND ALLOWANCES

27.1 Paydays

- (a) Employees shall be paid biweekly every second Friday.
- (b) A comprehensive statement detailing all payments, allowances, pension contributions and deductions shall be issued to each employee for each pay period.
- (c) The Employer will deposit by electronic transfer without cost to the employee, all employee's pay in a participating chartered bank, trust company, or credit Union of the employee's choice on or before the appropriate payday.

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

- (d) The Employer will make reasonable effort to ensure that employees who do not receive their paycheques by electronic direct deposit shall receive paycheques on the normal payday.
- (e) If the paycheque is not available on the payday, the Employer shall arrange for the employee to be provided on the payday with an adequate advance on his/her wages.
- (f) All new regular and auxiliary employees who are hired after March 13, 1992 will have two (2) weeks pay withheld from their first paycheque.

27.2 Rates of Pay

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

27.3 Substitution Pay

- (a) When an employee temporarily substitutes in, or performs the principle duties of, a higher paying position, he/she shall receive the rate for the job.
- (b) Where an employee works part days at a higher paying position, for more than one-half ($\frac{1}{2}$) hour, he/she shall be paid the higher rate by one-half ($\frac{1}{2}$) day increments.
- (c) Substitution to a higher bargaining unit position shall be offered to the most senior available qualified employee in the appropriate classification subject to the employee's ability to perform the job. Failing substitution to the higher position by a more senior qualified employee, the junior qualified employee in the classification series will perform the duties of the substitution position as requested.

27.4 Rate of Pay on Reclassification or Promotion

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

27.5 Pay on Temporary Assignment

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

27.6 Wage Protection and Downward Reclassification of Position

(a) An employee shall not have his/her salary reduced **by** reason of a change in the classification of his/her position or placement into another position with a lower salary, except in cases where it is caused by the employee or as a result of Article 13 - Layoff.

(b) Such employee shall not receive negotiated salary increases until the salary of the employee's new classification equals or exceeds the salary which the employee is receiving.

(c) When the salary of the employee's new classification equals or exceeds the salary which the employee is receiving, the employee's salary will **be** implemented at the rate of his new classification.

(d) Such employee shall receive the full negotiated salary increases for his/her new classification thereafter.

27.7 Vehicle Allowance

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

Vehicle allowance shall be thirty-seven cents (37¢) per kilometre effective from the date of ratification, and if Revenue Canada increases its deductibility rate during the life of this agreement, the above rate shall be increased accordingly.

27.8 Meal Allowances

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

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

Breakfast.....	\$ 9.50
Lunch.....	\$11.50
Dinner.....	\$20.50

27.9 Cashier Policy

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

27.10 Abnormal Working Conditions

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

(a) ***Dirty Money***

Effective the date of ratification of this Agreement between the Parties a premium allowance of one dollar (\$1.00) per hour shall be paid in addition to regular rates of pay to employees required to work

in areas contaminated with sewage. Premium allowance shall apply to actual time while exposed. This premium shall also apply as in the letter of intent "*Article 27.10, Abnormal Working Conditions*".

(b) *Welding and Cutting & Galvanized Material*

Effective the date of ratification of this Agreement between the Parties a premium allowance of one dollar (\$1.00) per hour shall be paid in addition to regular rates of pay for employees required to weld or torch cut galvanized material. Premium allowance shall apply to actual time while exposed except that the minimum time shall be one-half (½) hour.

27.11 Upgrading Qualifications

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

27.12 Accommodation, Board and Lodging

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

27.13 Relocation Expenses

Regular employees who have to move from one seniority block to another after winning a competition, or at the Employer's request, shall be entitled to relocation expenses as per Appendix 5.

27.14 Retirement Allowance

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

(b) For the purpose of this Article, one month's salary is:

$$\frac{\text{Biweekly rate} \times 26.0892857}{12}$$

27.15 Telephone Allowance

Employees on travel status who are required to obtain overnight accommodation shall following the submission of the appropriate documentation and receipts be entitled to claim for one (1) five-minute telephone call, within Vancouver Island and the surrounding islands, for each night away.

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 employees shall submit a record of their time on a daily basis to his/her foreman or supervisor.

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 a premium of seven dollars (\$7) per day while training from the date of ratification of this Agreement between the Parties. In such cases, the operator selected by the Employer with the ability to provide training in the required class of equipment shall be given the opportunity to provide such training.

27.18 Salary Rate Upon Employment

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

27.19 Salary Rate on Demotion

Subject to Article 27.6, when an employee is demoted, the employee shall receive the rate of pay for the lower rated position.

27.20 Isolation Allowance

An isolation allowance shall be paid to each employee in accordance with Appendix 6, "Isolation Allowances."

ARTICLE 28 - CLASSIFICATION AND RECLASSIFICATION**28.1 Classification Specifications**

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

28.2 Classification and Salary Adjustments

(a) When a new or substantially altered classification covered by this Agreement is introduced, or a different or substantially altered piece of equipment is introduced, the rate of pay shall be subject to negotiations between the Union and the Employer.

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

(c) The Union may then refer the matter, within twenty-one (21) calendar days, to expedited arbitration pursuant to Article 9.6. The arbitrator shall determine the rate of pay.

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

28.3 Reclassification

The Employer agrees to consider reclassification of those employees who have a history of working in a higher classification. The Joint Labour/Management Committee will determine which employees will be considered for re-classification.

ARTICLE 29 - HARASSMENT

29.1 Sexual Harassment

(a) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment. The Employer shall take such actions as are necessary respecting an employee engaging in sexual harassment.

(b) Sexual harassment means sexually oriented verbal or physical behaviour which an individual would reasonably find to be unwanted or unwelcome, giving consideration to all surrounding circumstances and which may detrimentally affect the work environment. Such behaviour could include, but is not limited to:

- (1) touching, patting or other physical contact;
- (2) leering; staring or the making of sexual gestures;
- (3) demands for sexual favours;
- (4) verbal abuse or threats;
- (5) unwanted sexual invitations;
- (6) physical assault of a sexual nature;
- (7) distribution or display of sexual or offensive pictures or material;
- (8) unwanted questions or comments of a sexual nature;
- (9) practical jokes of a sexual nature.

(c) To constitute sexual harassment behaviour may be repeated or persistent or may be a single serious incident.

(d) Sexual harassment will often, but need not, be accompanied by an expressed or implied threat of reprisal or promise of reward.

(e) Sexual harassment refers to behaviour initiated by both males and females and directed toward members of either sex.

29.2 Personal Harassment

(a) The Employer and the Union recognize the right of employees to work in an environment free from personal harassment and agree that employees who engage in personal harassment may be disciplined.

(b) Personal harassment means verbal or physical behaviour that is known or ought reasonably to be known to be abusive or offensive to another person and may be discriminatory in nature, based upon another person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, or sexual orientation. Such behaviour could include, but is not limited to:

- (1) physical threats or intimidation;
- (2) words, gestures, actions, or practical jokes, the natural consequences of which is to humiliate, alarm or abuse another person;
- (3) distribution or display of offensive pictures or materials.

(c) To constitute personal harassment, behaviour may be repeated or persistent or may be a single serious incident.

(d) Personal harassment does not include actions occasioned through the exercising in good faith the Employer's supervisory rights and responsibilities.

29.3 Harassment Complaint Procedures

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

- (a) An employee (complainant) who wishes to pursue a concern arising from an alleged harassment may submit a complaint in writing within six (6) months of the latest alleged occurrence directly to the General Manager. Where the complaint is against the General Manager, it shall be submitted to the Board of Directors or other Employer Designate. Upon receipt of the written complaint, the Employer shall notify in writing the designated Union staff representative. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer.
- (b) An alleged harasser (respondent) shall be given notice of the substance of such a complaint under this clause and shall be entitled to attend, participate in, and be represented at any hearing pursuant to (g) below.
- (c) The Employer's designate shall investigate the complaint and shall submit his/her report to the General Manager in writing within fifteen (15) days of receipt of the complaint. The General Manager shall within ten (10) days of receipt of the reports give such orders as may be necessary to resolve the issue. The Union staff representative, the complainant and the respondent shall be apprised of the General Manager's resolution.
- (d) Both the complainant and the respondent shall be given the option of having a steward present at any meeting held pursuant to the above investigation.
- (e) Pending determination of the complaint, the General Manager may take interim measures to separate the employees concerned if deemed necessary.
- (f) In cases where harassment may result in the transfer of an employee, every effort will be made to relocate the harasser, except that the complainant may be transferred with his/her written consent.
- (g) Where either the complainant or the respondent, in conjunction with the Union, is not satisfied with the General Manager's response, the Union will put the complaint, within thirty (30) days, before a mutually agreed upon, independent adjudicator who specializes in cases of personal harassment or sexual harassment. The adjudicator shall work with the Parties to achieve a mutually acceptable resolution and, if this is not achieved, the adjudicator shall have the right to:
 - (1) dismiss the complaint; or
 - (2) determine the appropriate level of discipline to be applied to the harasser.
 - (3) make further recommendations as are necessary to provide a final and conclusive settlement of the complaint.
- (h) The cost of the adjudicator will be shared equally between the Parties.
- (i) Disciplinary action taken against a harasser pursuant to this clause, shall not form the basis of a grievance.
- (j) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer will take appropriate action which may include discipline.
- (k) This clause does not preclude an employee from filing a complaint under the B.C. Human Rights Code. A complaint of personal harassment or sexual harassment shall not form the basis of a grievance.
- (l) Complaints under this Article shall be treated in strict confidence by all Parties involved.

ARTICLE 30 - APPRENTICESHIP PROGRAM

30.1 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. For the purposes of this Agreement, apprentices shall be treated as regular employees, however, such employees are indentured under a Contract of Apprenticeship pursuant to the Apprenticeship Act. This contract may be subject to cancellation. The severance pay provisions of Article 13 do not apply in such a situation, however such an employee may opt to remain on the regular recall list for a period of one (1) year for recall to an apprentice vacancy in the same trade. The company agrees that there will be no regular employee within the classification series of the apprentice on layoff during the term of an apprenticeship program. Expressions of interest will be sought from existing employees before selections for an apprenticeship program are made.

30.2 Apprentices Attending School as Required by B.C. Ministry of Education, Skills and Training

(a) When an apprentice is attending school as required by the B.C. Ministry of Education, Skills and Training, he shall be paid his appropriate wage rate. When eligible, the apprentice shall apply for a wage allowance from the Canadian Employment and Immigration Commission and shall remit this allowance to the Employer.

(b) The Employer will advise apprentices when they are eligible for a Canadian Employment and Immigration Commission wage allowance.

30.3 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 Clauses 27.12 and 27.13 of this Agreement.

30.4 Apprentice's Moving Expenses

The Employer agrees to pay the 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.

30.5 Employment

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

30.6 Apprenticeship Ratio

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

ARTICLE 31 - TRAINING AND SERVICE CAREER POLICY

31.1 Employee Training

Both Parties recognize the need to provide employees with opportunities to improve their qualifications in order to prepare for promotional advancement, upgrade their skills required as a result of technological

change, new methods or procedures, and to qualify for new positions being planned. To meet these needs the Employer shall:

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

31.2 Selection for Training

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

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

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

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

31.3 On-the-Job Operator Training

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

program. Training programs shall be designed in such a manner as to provide a consistent approach in the instruction of employees involved.

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

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

(g) The Employer will provide a list of qualified driver trainers for the various types of equipment.

31.4 Completion of Courses on Company Time

Employees shall be granted reasonable time during the regular workday to complete Employer approved courses.

31.5 Reimbursement of Approved Courses

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

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

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

31.6 Training Away from Regular Seniority Block

Where the Employer requires employees to take training away from their seniority block, the Employer shall provide all necessary expenses such as tuition, books, travel, meals, accommodation, or other legitimate pre-approved items. The employee shall be on travel status as per Appendix 5.

31.7 Examinations

Upon successful completion of a training program, an employee will, if required by the Employer, write an examination and/or complete an equipment operation test conducted by the trainer to demonstrate their proficiency. Employees shall be permitted to write any examination required by the Employer upon satisfactory completion of the necessary training program. Employees who fail an examination may, upon written request, review a copy of their examination and shall be eligible to be re-examined once within sixty (60) calendar days if requested. This provision shall not apply to examinations set as a condition of employment.

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

31.8 Post Training Work Opportunities

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

ARTICLE 32 - AUXILIARY EMPLOYEES

32.1 Letter of Appointment

- (a) An auxiliary employee shall receive a letter of appointment clearly stating his/her employment status and expected duration of employment. A copy of each auxiliary employment letter will be sent to the appropriate Union Area Office.
- (b) Auxiliary employees converted to regular status pursuant to Article 12 shall be notified in writing. Such letter shall indicate conversion date, point of assembly, and necessary documentation to enrol in the employee benefit program.

32.2 Layoff and Recall

- (a) Layoff of auxiliary employees will be by classification in reverse order of seniority in a seniority block.

The Employer shall provide auxiliary employees with three (3) work days notification of layoff when the auxiliary appointment is greater than four (4) months; notwithstanding such notice, the Employer will not be required to renew a layoff notice after it has been given when operational and/or weather conditions require an extension of the appointment beyond the layoff date.

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

(c) Offers of Auxiliary Work

- (1)
 - (i) The Employer will schedule time periods during which auxiliary employees on layoff will be contacted for work that is available. These scheduled time periods will be established by seniority block based on the scheduling patterns for that unit, such that auxiliary employees will not be required to be available more than three (3) hours on any one day.
 - (ii) Auxiliary employees will be advised, in writing, of the scheduled time periods and of any changes thereto. Auxiliary employees, on layoff, are required to be personally available at their contact points during these scheduled time periods.
 - (iii) Auxiliary employees will provide a direct communication link that will give them personal contact with their regular seniority block contact person. This communication link must be appropriate to the Employer's operation and may include telephone or radio telephone.
 - (iv) Auxiliary employees on layoff who experience problems with their communication link, or who will not be available at their contact point during the scheduled time period for those reasons outlined in (4) below, are required to contact their regular seniority block contact person in advance of the scheduled time periods as designated by the Employer. Auxiliary employees may be required to contact their regular assembly point contact person during the scheduled time period to obtain a specific work schedule.
- (2) If an employee receives notice of available work and declines the work offered, such decline will be considered to be a decline for purposes of Article 11.4(d).
- (3) An employee who declines work or is unavailable to accept contact from the Employer for work on three (3) separate occasions in the calendar periods between November 1 and April 30 inclusive, or May 1 and October 31 inclusive will lose his/her seniority and be considered terminated for just cause.

(4) Auxiliary employees who are unavailable in the following circumstances and who advise their seniority block contact person in advance that they are unavailable, will not have the decline or unavailability count as an occurrence for the purpose of Article 11.4(d) in the following circumstances:

- (i) absence on a WCB claim;
- (ii) pregnancy leave;
- (iii) absence on bereavement leave without pay;
- (iv) illness; proof of illness may be required if the absence is greater than four (4) days or where it appears a pattern of consistent or frequent absence is developing;
- (v) jury duty;
- (vi) illness of a dependent child of an employee, where no one other than the employee can care for the child. Proof of illness may be required if a pattern of consistent absence is developing;
- (vii) Union leave per Articles 2.10(e) and 2.11;
- (viii) leave pursuant to Clause 32.4 (b).

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

32.3 Health and Welfare

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

***Effective on Date of Ratification of
this Agreement between the Parties:***

***80¢ per hour to a maximum
of \$56.00 biweekly***

32.4 Vacation Entitlement for Auxiliary Employees

- (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 such earned vacation pay on each pay cheque.
- (b) Auxiliary employees shall be entitled to leaves of absence without pay to a maximum of seventy (70) hours per vacation year.
- (c) Auxiliary employees shall provide adequate notice and the approval shall not be unnecessarily withheld.

ARTICLE 33 - PENSION PLAN

33.1 Establishment of a Plan

- (a) The Employer and the Union agree to comply with the B.C. Pension Benefits Standards Act.
- (b) The Employer agrees to remain a contributing Employer to the Pension Fund of the BCGEU Pension Plan.

- (c) All eligible employees covered by this agreement shall participate in the BCGEU Pension Plan.
- (d) Upon application, auxiliary employees who qualify pursuant to Article 32.1(b) and "eligible" employees who qualify pursuant to Article 33.2 shall participate in the BCGEU Pension Plan.
- (e) Employees who are laid off after qualifying to participate in the Plan and who are recalled to work shall receive all the benefits of the Pension Plan effective the date of recall.

33.2 Definition of Eligible Employee

Eligible Employees for the purpose of the BCGEU Pension Plan include all regular employees, auxiliary employees pursuant to Clause 32.1(b) and those employees as provided for in the Pension Benefits Standards Act of British Columbia who are eligible *"after completing two (2) years of employment with earnings of not less than thirty-five percent (35%) of the year's Maximum Pensionable Earnings as annually determined by Revenue Canada in each of two (2) consecutive calendar years."*

33.3 Contribution Rates

The Employer's contribution rate to the Pension Fund shall be nine percent (9%) of each employee's gross monthly earnings. The Employer shall also deduct from each eligible employee's gross monthly earnings seven percent (7%) and remit that amount together with the Employer's required contribution on behalf of each employee to the Pension Fund.

Effective September 13, 2003 in Area 2 and September 8, 2003 in Area 3:

The Employer's contribution rate to the Pension Fund shall be seven percent (7%) of each employee's gross monthly earnings. The Employer shall also deduct from each eligible employee's gross monthly earnings seven percent (7%) and remit that amount together with the Employer's required contribution on behalf of each employee to the Pension Fund.

33.4 Definition of Gross Earnings

Gross earnings, for purposes of this Article, unless otherwise specified by the Collective Agreement, ~~is~~ defined as the sum of the wages, disability income pursuant to the provisions of Article 25, Workers' Compensation Board benefits, vacation pay received in a calendar month, overtime pay, and money paid in lieu of vacation. Other allowances shall also be included in the determination of gross earnings as follows:

- special certificate allowances
- first aid allowance
- danger pay and dirty money
- shift differential
- service bonuses

33.5 Remittance of Contributions

- (a) All Employer and employee required contributions shall be paid no later than ten (10) days after the end of the payroll period in respect of which the contributions are applicable. The remittance shall be made in accordance with statutory regulations contained in Section 37 of the Pension Benefits Standards Act (RCBC 1991).
- (b) The Pension Remittance Report submitted by the Employer shall be sent on computer disc in ASCII format or compatible language.
- (c) In the event that an employee leaves the BCGEU Pension Plan due to retirement, the Employer, upon request by the employee, agrees that all employee and Employer required contributions to the

Pension Fund in respect to that employee shall be received by the Pension Fund no later than the end of the month in which the employee retires.

33.6 Late Remittance

In the event that Contributions are not remitted in the manner provided in Clause 33.5 above, the Employer shall be subject to the following provision. For all funds in arrears, the Employer will remit the appropriate contribution identified in Clause 33.3 above, and the Employer will include a delinquency charge payment of two percent (2%) per month, compounding monthly, on behalf of each individual for whom a remittance is to be made to the Fund. Any month or portion thereof is deemed to be one full month.

The payment of such delinquency charge will be made in a manner prescribed by the B.C. Government and Service Employees' Union or its designate, and is payable as liquidated damages and not as a penalty.

33.7 Pension Contributions While Ill or Injured

Where an employee becomes disabled and is in receipt of Short or Long Term Disability income pursuant to the provisions of Article 25, whether such provisions are insured or not, that employee shall have remitted to the Pension Plan by the Employer the same pension contributions as set out above. Such amount shall be based on the disability benefit received.

33.8 Discontinuance of Contributions

In the event that Employer required contributions on behalf of eligible employees are discontinued for any reason, the Employer shall notify the local Union Area Office immediately in writing.

ARTICLE 34 - GENERAL CONDITIONS

34.1 Point of Assembly

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

A regular employee's point of assembly can only be changed after consultation with the Joint Labour/Management Committee.

34.2 Return to Regular Point of Assembly

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

34.3 Employer Vehicle Use

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

34.4 Indemnity**(a) Civil Actions**

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

(b) Criminal Actions

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

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

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

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

34.5 Payroll Deductions

A regular employee shall be entitled to have deductions from his/her salary assigned for the purchase of Canada Savings Bonds and British Columbia Savings Bonds, provided that the employee agrees to:

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

34.6 Copies of Agreement

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

The Union shall distribute the Collective Agreement to its members and the Employer.

(b) The cover of the Agreement in Contract Area 2 shall read as follows:

COLLECTIVE AGREEMENT
between
MAINROAD MID-ISLAND CONTRACTING LTD. IN CONTRACT AREA 2
and the
B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION
Effective from September 1, 1999 to August 31, 2006

The cover of the Agreement in Contract Area 3 shall read as follows:

COLLECTIVE AGREEMENT
between
MAINROAD NORTH ISLAND CONTRACTING LTD. IN CONTRACT AREA 3
and the
B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION
Effective from September 1, 1999 to August 31, 2006

(c) All Agreements shall be printed in a union shop and shall bear a recognized union label. The Agreement shall be in pocket size format (3" x 5").

(d) The Union will provide fifty (50) copies of the printed Agreement to the Employer within ninety (90) days of the signing. Ninety (90) days may be waived in extenuating circumstances.

(e) The Union will provide a copy of the Agreement on computer disk to the Employer.

34.7 Travel Advance

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

34.8 Technical Orders

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

34.9 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 do not, other than regular council or board meetings, require the employee to be away from work.

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

(b) ***Federal and Provincial Offices***

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

34.10 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 three hundred dollars (\$300).

34.11 Personal Property Damage

Where an employee's personal possession(s) is/are damaged as a direct result of the employee being employed by the Employer, the Employer shall pay the replacement costs.

34.12 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.

ARTICLE 35 - TERM OF AGREEMENT**35.1 Duration**

This Agreement shall be binding on the Parties hereto and shall be effective from the date of signing and remain in effect until midnight August 31, 2006.

35.2 Notice to Bargain

- (a) This Agreement may be opened for collective bargaining by either Party giving written notice to the other Party on or after April 1, 2006, but in any event not later than midnight, June 1, 2006.
- (b) Where no notice is given by either Party prior to June 1, 2006, both Parties shall be deemed to have given notice under this section on June 1, 2006.
- (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 General Manager.
- (d) Where a Party *to* this Agreement has given notice under subsection (a) above, the Parties shall, within ten (10) days after the notice was given or at such other times as may be mutually agreed, commence collective bargaining.
- (e) Both Parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining.

35.3 Changes in Agreement

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

35.4 Limitations

- (a) The signing of this Agreement supersedes all other agreements and understandings between the Parties hereto.
- (b) The Parties hereto agree that the operation of Section 50(2); 50(3) of the Labour Relations Code of British Columbia is hereby excluded.

35.5 Joint Orientation

Within ninety (90) days of ratification of this agreement, a joint orientation session involving all Stewards, Bargaining Committee members and supervisory personnel will be held in each contract area to review the terms and conditions of this agreement. Leave with pay for the employee's normal work day will be granted to employees. The Union will pay for all other expenses.

SIGNED ON BEHALF OF
THE UNION:

SIGNED ON BEHALF OF
THE EMPLOYER

George Heyman, President

Rod Fru, President

Frank Carter, Bargaining Committee

Jerry Moreau, General Manager
Mainroad Mid-Island Contracting Ltd

Joy French, Bargaining Committee

Scott Gallacher, General Manager
Mainroad North Island Contracting Ltd

Ron Ewing, Bargaining Committee

Doug Bjornson, Secretary Treasurer

Henny Hanegraaf, Staff Representative

Signed this _____ day of _____, 20____.

APPENDIX 1 HOURLY RATE PAY SCHEDULE

Classification Series	Mar 1/99	Sept 1/99 1%	Sept 1/00 2.5%	Sept 1/01 2.5%	Sept 1/02 .5%
Warehouse Series					
Stock Person	20.40	20.60	21.12	21.65	21.76
Parts Person	21.35	21.56	22.10	22.65	22.76
Trade Journeyman Warehouse	22.80	23.03	23.61	24.20	24.32
Trade Leadhand Warehouse	23.30	23.53	24.12	24.72	24.84
Mechanical Series					
Service Person	20.40	20.60	21.12	21.65	21.76
Trade Journeyman Mechanic	24.39	24.63	25.25	25.88	26.01
Trade Leadhand Mechanic	24.90	25.15	25.78	26.42	26.55
Trade Supervisor Mechanic	25.42	25.67	26.31	26.97	27.11
Trade Journeyman Welder	24.39	24.63	25.25	25.88	26.01
Trade Journeyman Autobody	24.39	24.63	25.25	25.88	26.01
Sign Series					
Labourer	20.40	20.60	21.12	21.65	21.76
Sign Person	21.98	22.20	22.76	23.33	23.45
Quality Control Series					
Quality Control Assistant	23.75	23.99	24.59	25.20	25.33
General Series					
Field Clerk	20.40	20.60	21.12	21.65	21.76
Foreman Series					
Foreman 1	23.75	23.99	24.59	25.20	25.33
Foreman 2	25.04	25.29	25.92	26.57	26.70
Foreman 3	25.55	25.81	26.46	27.12	27.26
Operator Series					
Machine Operator 1	20.40	20.60	21.12	21.65	21.76
Machine Operator 2	21.35	21.56	22.10	22.65	22.76
Machine Operator 3	21.98	22.20	22.76	23.33	23.45
Machine Operator 4	22.23	22.45	23.01	23.59	23.71
Machine Operator 5	23.05	23.28	23.86	24.46	24.58
Bridgeworker Series					
Labourer	21.35	21.56	22.10	22.65	22.76
Trade Journeyman Bridgeworker	23.75	23.99	24.59	25.20	25.33
Trade Leadhand Bridgeworker	24.27	24.51	25.12	25.75	25.88
Trade Supervisor Bridgeworker	24.78	25.03	25.66	26.30	26.43
Trade Senior Supervisor Bridgeworker	25.70	25.96	26.61	27.28	27.41
<i>September 01, 1999.....1%</i> <i>September 01, 2000.....2.5%</i> <i>September 01, 2001.....2.5%</i> <i>September 01, 2002......5%</i> <i>Benefits (unless specified otherwise) to be effective upon ratification</i>					

BR

Area 2:

Should the MOT contract provide for any upward labour rate adjustment for 2004 and 2005, then those adjustments will be made to the rates of pay in the Collective Agreement on September 13 or on the nearest pay cut off date in the relevant year.

If upward adjustments fail to realize one percent (1%) cumulative then an amount equal to one percent (1%) will be applied on September 13, 2005.

For the above, the labour rate adjustment is the Public Sector wage increase as defined in the Service Area Maintenance contract and reported by the Business Council of British Columbia. This figure is provided by the Ministry of Transportation

Area 3:

Should the MOT contract provide for any upward labour rate adjustment for 2004 and 2005, then those adjustments will be made to the rates of pay in the Collective Agreement on September 8 or on the nearest pay cut off date in the relevant year.

If upward adjustments fail to realize one percent (1%) cumulative then an amount equal to one percent (1%) will be applied on September 8, 2005.

For the above, the labour rate adjustment is the Public Sector wage increase as defined in the Service Area Maintenance contract and reported by the Business Council of British Columbia. This figure is provided by the Ministry of Transportation

Effective July 1, 2002:

Employees hired after July 1, 2002 will receive eighty-five percent (**85%**) of the current rate of pay per classification up to 1,500 hours worked, ninety percent (90%) from 1501 hours up to 2,500 hours of work, ninety-five percent (95%) from 2501 hours up to 3,500 hours of work, and one hundred percent (100%) thereafter.

APPENDIX 2 RATES OF PAY FOR APPRENTICES

Two-year Apprenticeship Program

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

Three-year Apprenticeship Program

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

Four-year Apprenticeship Program

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

Five-year Apprenticeship Program

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

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

NOTE: Appendix 3 not used.

APPENDIX 4
CLASSIFICATION SPECIFICATIONS

This letter represents an understanding by the above Parties that they will finalize job descriptions within sixty (60) calendar days of the date of ratification of this Agreement between the Parties. Unresolved job descriptions will be referred to expedited arbitration in accordance with Article 9.6.

APPENDIX 5 BOARD, LODGING AND RELOCATION EXPENSES

Definitions:

For the purpose of these regulations:

"stationary employees" - are employees who occupy positions that require them to:

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

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

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

PART I - BOARD AND LODGING REGULATIONS

1.1 Board and Lodging Allowances

(a) *Local Hire*

No board and lodging will be supplied or no living allowance will be paid to persons hired locally for a project. Should such persons be transferred to another project where the distance involved requires the persons to reside away from their original point of domicile, then board and lodging allowances will apply.

(b) *Employees at their Regular Assembly Point*

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

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

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

1.2 Apprentices Attending Special Training as Required by Employer

Where apprentices are required by the Employer to attend specialized training locations, they shall receive a per diem living allowance of thirty-one dollars and fifty cents (\$31.50).

1.3 Type of Accommodation

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

An employee shall be entitled to use alternate private accommodation which is not billed to the Employer provided he/she has received the prior approval of the Employer. In such cases, the employee shall be paid forty dollars (\$40) per night of accommodation from the date of execution of this Agreement.

PART II • RELOCATION EXPENSE

2.1 Policy

Relocation expenses will apply to:

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

2.2 Relocation Reimbursement

On relocation the employee shall be entitled to reimbursement for relocation costs up to a maximum of six thousand dollars (\$6,000) upon production of receipts.

2.3 Requested Relocation by Employee

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

APPENDIX 6
ISOLATION ALLOWANCES (not new)

SENIORITY BLOCK	BIWEEKLY ISOLATION ALLOWANCE
Lasqueti	\$38.87
Ucluelet	\$35.88
Hornby Island	\$38.87
Cortes Island	\$35.88
Gold River	\$35.88
Sayward	\$41.86
Woss	\$44.85
Port Hardy	\$35.88
Sointula	\$41.86

APPENDIX 7 EXCLUDED PERSONNEL

The following positions do not form part of the bargaining unit:

		Area 2	Area 3
1.	President	Rod Fru	Rod Fru
2.	General Manager	Jerry Moreau	Scott Gallacher
3.	Administrative Assistant		Christine Saunders
4.	Controller		
5.	Assistant General Manager	Daragh Nagle	
6.	Equipment Manager	Geoff Gwyne	Larry Forseth
7.-	Accountant		
8.	Accounts Payable		
9.	Accounts Receivable	Edith Cremers	Debbie Hoepfner
10.	Payroll/Personnel		
11.	Data Entry		Leah Hurrell
12.	Receptionist	Julia Park	Linda Dawe
13.	Bridge Manager	Ross Shepard	David Turenne
14.	Operations Manager		
15.	Road Managers	Peter Waycott John Pike Len Thatcher	Rick Gill Brad Gerhardt Darby Gildersleeve
16.	Planning Manager/Quality Control	Jos Bot	Leon Bohmer
17.	Planning Assistant		
18.	Employee Relations Manager		
19.	Mechanical Manager		

**APPENDIX 8
ARBITRATOR'S AGREEMENT**

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

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

Signature "

APPENDIX 9
MODIFIED SUCCESSORSHIP-- SERVICE AREA 2

Whereas the Employer has a highway maintenance contract with the Province of British Columbia to provide Road and Bridge Maintenance in Service Area 2; and

Whereas the Employer and the Union are or hereby agree to become Parties to a collective agreement(s) covering highway maintenance work; and

Whereas the Union and the Employer **seek** to clarify the representative obligations of the Union, the Employer and Predecessor Contractor(s) (the previous Employer(s) holding the highway maintenance contract for the above service area); therefore the Parties agree as follows:

1. The Employer agrees that it is the successor Employer, as defined in this Memorandum of Agreement for the highway maintenance contract where the Predecessor Contractor, at the time of the termination of their contract, had a collective agreement with the Union, or was certified pursuant to Part 3 of the Labour Relations Code of British Columbia with the Union.
2. As a result of paragraph 1 above, the Employer agrees from the date of entering into this agreement, or such other date as the Parties may agree, to be bound by the terms and conditions of the collective agreement, except where amended by this Memorandum of Agreement, that the Predecessor Contractor had with the Union.
3. Following award of the highways maintenance contract, all bargaining unit employees of the Predecessor Contractor shall become employees of the Employer. All of the rights of the employees under the collective agreement, including seniority and entitlements to benefits, will continue. The employee files of the Predecessor Contractor will become the employee files of the Employer. Apprenticeship indenture contracts of employees with the Predecessor Contractor will be assumed by the Employer.
4. Employees on any leaves of absence under the collective agreement at the time the Employer takes over a highway maintenance contract will be entitled to remain on leave of absence with the Employer for the time remaining for such leave under the collective agreement, subject to any requirements under the collective agreement governing the leave.
5. The Employer has no obligation to pay severance pay under the collective agreement to any of the employees of the Predecessor Contractor where entitlement is earned solely due to the termination of the Predecessor Contractor's Maintenance agreement with the Province of British Columbia.
6. The Employer is not liable for any monies or benefits earned but not received by the employees of the Predecessor Contractors while the employees were employed by the Predecessor Contractor.
7. The Employer is responsible for all wages and other earnings (including C.T.O.) earned by its employees while employed by the Employer, and if a highways maintenance contract is not renewed, the Employer must pay out all earned wages and benefits to its employees within fifteen **(15)** days of cessation of their employment.
8. With respect to highways maintenance contracts between the Employer and the Government that are not renewed, the Employer will be responsible for all grievances that pertain to issues or matters that arise as a result of the Employer performing the highways maintenance contracts, and such grievances will be resolved through expedited mediation/arbitration or **by** direct agreement before the termination of the highways maintenance contract, unless otherwise agreed by the Parties.

9. Where the Employer and the Union have been unable to conclude all outstanding grievances sixty **(60)** days before the termination of the highways maintenance contract, the Province of British Columbia shall be advised of the monetary value of each outstanding grievance. The monetary value should be established by mutual agreement between the Employer and the Union and confirmed in writing by the Parties to the Province of British Columbia. Failing mutual agreement on the monetary value of each outstanding grievance, the arbitrator assigned to arbitrate the outstanding grievance(s) shall establish the monetary value of the outstanding grievance(s). If no arbitrator has been appointed by the Parties, this matter shall be referred to a Settlement Officer pursuant to Section 87 of the Labour Relations Code for resolution. Grievances that arise subsequent to the above period shall also have a monetary value established and notification provided to the Province of British Columbia.

The Province of British Columbia shall withhold an amount equal to ten (10%) percent from the final highways maintenance contract payment to address outstanding issues arising from this provision, unless the Union and the Employer or arbitrator, in the case of a dispute, have advised the Province of British Columbia in writing of the proper amount to be held back. The monies withheld by the Province of British Columbia shall be deposited into a trust account to be administered by an independent trustee appointed by mutual agreement of the BC Roadbuilders Association and the BCGEU by October 1, 1999. Fees associated with the administration of the trust account shall be equally shared by the Parties. The funds shall be dispersed in accordance with the grievance resolutions reached between the Parties or by an appointed arbitrator. Disbursement of funds shall occur within fourteen **(14)** days of concluding the outstanding grievances. All outstanding grievances are to be resolved by the mutual agreement of the Parties or by arbitration within thirty (30) days of the expiry of the maintenance contract.

10. None of the employees of the Employer will have any entitlement to severance pay under the collective agreement if their employment is terminated as a result of the current highways maintenance contract of the Employer being terminated and a new maintenance contract for the same service area is entered into with a new contractor who is recognized as a successor Employer by the Labour Relations Board or through a Memorandum of Agreement on modified successorship that is consistent with this agreement, and signed by the new Contractor and the Union or the maintenance contract is returned to direct government service. However, the severance pay provisions for Service Areas 2, 3 and 4 shall be governed exclusively by the terms of the Collective Agreement.
11. The Employer may require employees to take as time off, all earned CTO/ETO and lieu day entitlements prior to the expiration date of the highways maintenance contract.
12. The Employer and the Union agree that the provisions and principles contained within this Memorandum of Agreement shall apply to any other maintenance service area(s) for which the Union is certified and/or has a collective agreement that the Employer currently holds with, or may obtain in the future, from the Government for road and bridge maintenance. The Employer and the Union shall sign and implement a separate Memorandum of Agreement for each service area currently held or obtained in the future, for which the Union is certified and/or has a collective agreement. This does not prevent any employee(s) from exercising any rights provided under the Labour Relations Code or future labour legislation.

The successorship requirements will apply for the full term of Round 5 tenders for road and bridge contracts commencing in 2003 and continuing until all current maintenance contracts have been let one (1) more time.

MODIFIED SUCCESSORSHIP – SERVICE AREA 3

Whereas the Employer has a highway maintenance contract with the Province of British Columbia to provide Road and Bridge Maintenance in Service Area 3; and

Whereas the Employer and the Union are or hereby agree to become Parties to a collective agreement(s) covering highway maintenance work; and

Whereas the Union and the Employer **seek** to clarify the representative obligations of the Union, the Employer and Predecessor Contractor(s) (the previous Employer(s) holding the highway maintenance contract for the above service area); therefore the Parties agree as follows:

1. The Employer agrees that it is the successor Employer, as defined in this Memorandum of Agreement for the highway maintenance contract where the Predecessor Contractor, at the time of the termination of their contract, had a collective agreement with the Union, or was certified pursuant to Part 3 of the Labour Relations Code of British Columbia with the Union.
2. As a result of paragraph 1 above, the Employer agrees from the date of entering into this agreement, or such other date as the Parties may agree, to be bound by the terms and conditions of the collective agreement, except where amended by this Memorandum of Agreement, that the Predecessor Contractor had with the Union.
3. Following award of the highways maintenance contract, all bargaining unit employees of the Predecessor Contractor shall become employees of the Employer. All of the rights of the employees under the collective agreement, including seniority and entitlements to benefits, will continue. The employee files of the Predecessor Contractor will become the employee files of the Employer. Apprenticeship indenture contracts of employees with the Predecessor Contractor will be assumed by the Employer.
4. Employees on any leaves of absence under the collective agreement at the time the Employer takes over a highway maintenance contract will be entitled to remain on leave of absence with the Employer for the time remaining for such leave under the collective agreement, subject to any requirements under the collective agreement governing the leave.
5. The Employer has no obligation to pay severance pay under the collective agreement to any of the employees of the Predecessor Contractor where entitlement is earned solely due to the termination of the Predecessor Contractor's Maintenance agreement with the Province of British Columbia.
6. The Employer is not liable for any monies or benefits earned but not received by the employees of the Predecessor Contractors while the employees were employed by the Predecessor Contractor.
7. The Employer is responsible for all wages and other earnings (including C.T.O.) earned by its employees while employed by the Employer, and if a highways maintenance contract is not renewed, the Employer must pay out all earned wages and benefits to its employees within fifteen (15) days of cessation of their employment.
8. With respect to highways maintenance contracts between the Employer and the Government that are not renewed, the Employer will be responsible for all grievances that pertain to issues or matters that arise as a result of the Employer performing the highways maintenance contracts, and such grievances will be resolved through expedited mediation/arbitration or by direct agreement before the termination of the highways maintenance contract, unless otherwise agreed by the Parties.

9. Where the Employer and the Union have been unable to conclude all outstanding grievances sixty (60) days before the termination of the highways maintenance contract, the Province of British Columbia shall be advised of the monetary value of each outstanding grievance. The monetary value should be established by mutual agreement between the Employer and the Union and confirmed in writing by the Parties to the Province of British Columbia. Failing mutual agreement on the monetary value of each outstanding grievance, the arbitrator assigned to arbitrate the outstanding grievance(s) shall establish the monetary value of the outstanding grievance(s). If no arbitrator has been appointed by the Parties, this matter shall be referred to a Settlement Officer pursuant to Section 87 of the Labour Relations Code for resolution. Grievances that arise subsequent to the above period shall also have a monetary value established and notification provided to the Province of British Columbia.

The Province of British Columbia shall withhold an amount equal to ten (10%) percent from the final highways maintenance contract payment to address outstanding issues arising from this provision, unless the Union and the Employer or arbitrator, in the case of a dispute, have advised the Province of British Columbia in writing of the proper amount to be held back. The monies withheld by the Province of British Columbia shall be deposited into a trust account to be administered by an independent trustee appointed by mutual agreement of the BC Roadbuilders Association and the BCGEU by October 1, 1999. Fees associated with the administration of the trust account shall be equally shared by the Parties. The funds shall be dispersed in accordance with the grievance resolutions reached between the Parties or by an appointed arbitrator. Disbursement of funds shall occur within fourteen (14) days of concluding the outstanding grievances. All outstanding grievances are to be resolved by the mutual agreement of the Parties or by arbitration within thirty (30) days of the expiry of the maintenance contract.

10. None of the employees of the Employer will have any entitlement to severance pay under the collective agreement if their employment is terminated as a result of the current highways maintenance contract of the Employer being terminated and a new maintenance contract for the same service area is entered into with a new contractor who is recognized as a successor Employer by the Labour Relations Board or through a Memorandum of Agreement on modified successorship that is consistent with this agreement, and signed by the new Contractor and the Union or the maintenance contract is returned to direct government service. However, the severance pay provisions for Service Areas 2, 3 and 4 shall be governed exclusively by the terms of the Collective Agreement.
11. The Employer may require employees to take as time off, all earned CTO/ETO and lieu day entitlements prior to the expiration date of the highways maintenance contract.
12. The Employer and the Union agree that the provisions and principles contained within this Memorandum of Agreement shall apply to any other maintenance service area(s) for which the Union is certified and/or has a collective agreement that the Employer currently holds with, or may obtain in the future, from the Government for road and bridge maintenance. The Employer and the Union shall sign and implement a separate Memorandum of Agreement for each service area currently held or obtained in the future, for which the Union is certified and/or has a collective agreement. This does not prevent any employee(s) from exercising any rights provided under the Labour Relations Code or future labour legislation.

The successorship requirements will apply for the full term of Round 5 tenders for road and bridge contracts commencing in 2003 and continuing until all current maintenance contracts have been let one (1) more time.

APPENDIX 10
SICK BANK FROM GOVERNMENT SERVICE

Where the Provincial Government of B.C. makes it possible for the Employer to be paid monies from an employee's sick bank due an employee for sick bank credits earned while in the employ of the Provincial Government of British Columbia, the Employer agrees to access such monies for payout and sick leave as follows:

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

APPENDIX 11 SHORT AND LONG TERM DISABILITY

Changes to the Employer's existing group insurance coverage, and short term or long term disability plans anticipated by the following, will be effective upon ratification.

PART I - SHORT TERM ILLNESS AND INJURY PLAN

1.1 Eligibility

(a) Regular employees shall be covered by the Short Term Illness and Injury Plan starting the first day of the month following their probation, subject to Article 25.1.

(b) Notwithstanding (a) above, where a regular employee is on a claim recognized by the Workers' Compensation Board, while the employee was on the Employer's business, he/she shall be entitled to leave at his/her regular rate of pay up to a maximum of one hundred and fifty-two (152) days for any one claim in lieu of benefits as outlined in Section 1.2. During the one hundred and fifty-two (152) day leave period the employee will be kept whole by the Employer on the basis of 25.11(b).

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).

The Employer shall pay the employee directly for the first thirty **(30)** calendar days *"in any one claim for the purpose of bridging an employees income during the transition period from the date of illness or injury to the payment of STIP claims by the Carrier."*

Effective September 13, 2003 in Area 2 and September 8, 2003 in Area 3 - The following will apply:

The first two (2) days of sick leave at any one time will be without pay.

(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);
- (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) months period of benefits under this plan.

1.4 Doctor's Certificate of Inability to Work

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

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

Where such a certificate is required the cost of obtaining the certificate will be borne by the Employer upon production of receipts, with the exception of (c)(1) above.

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 (1/4) day accumulation that is being used to supplement the plan, pursuant to Section 1.2(b). Other disability income benefits will include:

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

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

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

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

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

1.6 Benefits Not Paid During Certain Periods

Benefits will not be paid when an employee is:

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

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

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

which prevents the employee from returning to work on the scheduled date of return, the Short Term Plan will be effective from the date of disability due to illness or injury and benefits will be paid for the balance of the seven (7) months period remaining from the scheduled date of return to work.

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 EIC Premium

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

1.9 Benefits Upon Layoff or Separation

(a) Subject to (b) and (c) below, regular employees who are receiving benefits pursuant to Section 1.01(b) or 1.02 shall continue to receive such benefits upon layoff or separation until the termination of the illness or until the maximum benefit entitlement has been granted, whichever comes first, if the notice of layoff or separation is given after the commencement of the illness for which the benefits are being paid.

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

(c) Benefits will continue to be paid in accordance with (a) above for which notice of layoff or separation was given prior to the commencement of the illness and if the illness commenced more than two (2) months before the effective date of layoff or separation.

PART II • LONG TERM DISABILITY PLAN

2.1 Eligibility

(a) Regular employees shall be covered by the Long Term Disability Plan on the first day of the month following the completion of his/her probation.

(b) Coverage in the Plan is a condition of employment.

2.2 Long Term Disability Benefit

In the event an employee, while covered under this plan, becomes totally disabled as a result of an accident or a sickness, then, after the employee has been totally disabled for 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) while the employee has a time bank balance to be used on a day-for-day basis, full monthly earnings will continue until the time bank is exhausted, and Section 2.6 will not apply;

(b) when an employee has no time bank, or after it is exhausted, the employee shall receive a monthly benefit equal to the sum of:

(1) sixty-eight and three-tenths percent (68.3%) of the first twenty-two hundred dollars (\$2,200) of monthly earnings; and

(2) fifty percent (50%) of the monthly earnings above twenty-two hundred dollars (\$2,200) to a maximum of forty-five hundred dollars **(\$4,500)**.

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

The basic monthly earnings as at the date of disability shall be the salary in effect for the last month of the Short Term Plan period, or equivalent seven (7) month period, taking ~~into~~ consideration any retroactive adjustments. The date of disability for determining the commencement of the first two (2) years of disability shall be the day following the last month of the Short Term Plan period, or an equivalent seven (7) month period.

(c) The Long Term Disability benefit payment will be made as long as the employee remains totally disabled in accordance with Section 2.3, and will cease on the date the employee recovers, or at the end of the month in which the employee reaches age sixty-five (65), or resigns or dies, whichever occurs first.

(d) An employee in receipt of long term disability benefits will be considered an employee for purposes of pension and will continue to be covered by group life, extended health, dental and medical plans. Employees will not be covered by any other portion of a Collective Agreement and will retain seniority rights should they return to employment within six (6) months following cessation of benefits.

(e) 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, any regular employee who has completed his/her initial probationary period, and is no longer capable of performing the duties of their own occupation due to illness or injury, shall be offered the first available position for which they meet the job requirements. Employees placed through this article shall be subject to the probationary period. However, if they are rejected during probation, they shall go on the recall list and be offered the next available position for which they meet the job requirements. Employees shall be limited to two (2) offers under this article.

(f) When an employee is in receipt of the benefit described in (b) above, contributions required for benefit plans in (d) above and contributions for pension plan will be waived by the Employer.

(g) An employee engaged in rehabilitative employment with the Employer and who is receiving partial Long Term Disability benefit payments will have contributions required for benefit plans in (d) above and contributions for pension waived by the Employer, except that Pension Plan contributions shall be deducted from any salary received from the Employer to cover the period of rehabilitative employment.

2.3 Total Disability

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

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

- (c) (1) If an employee becomes totally disabled and during this period of total disability engages in rehabilitative employment, the regular monthly benefit from this plan will be reduced by twenty-five percent (25%) of the employee's earnings from such rehabilitative employment. In the event that income from rehabilitative employment and the benefit paid under this Plan exceed eight-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;
- (c) intentionally self-inflicted injuries or illness;
- (d) pregnancy, childbirth, miscarriage or abortion except severe complications following termination of pregnancy, (intention is no coverage for normal pregnancy);
- (e) a disability known to the Employer and which was specifically taken into account by the Employer at time of hiring.

2.5 Pre-existing Conditions

An employee shall not be entitled to Long Term Disability benefits from this Plan if his/her total disability resulted from an accident, sickness or mental or nervous disorder with respect to which medical treatment, services or supplies were received in the ninety (90) day period prior to the date of hire unless he/she has completed twelve (12) consecutive months of service after the date of hiring during which time he/she has not been absent from work due to the aforementioned accident, sickness or mental or nervous disorder with respect to which medical treatment, services or supplies were received. This 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;
- (d) any periodic primary benefit payment from the Canada or Quebec Pension Plans or other similar social security plan of any country to which the disabled employee is entitled or to which he/she would be entitled if his/her application for such a benefit were approved; and
- (e) any amount of disability income provided by any group or association disability plan to which the disabled employee might belong or subscribe.

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

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

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

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

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

2.7 Successive Disabilities

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

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

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

2.8 Cessation of Benefits

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

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

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

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

2.9 Leave of Absence

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

2.10 Benefits Upon Plan Termination

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

2.11 Contributions

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

2.12 Waiver of Contributions

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

2.13 Claims

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

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

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

2.14 Physical Examination

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

2.15 Canadian Currency

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

2.16 Administration

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

2.17 Implementation by Regulation

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

2.18 Benefit Level

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

**MEMORANDUM OF UNDERSTANDING #1
SUSPENSION OF DRIVER'S LICENSE**

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

In this regard it is the responsibility of the employee to hold and maintain a valid B.C. driver's license in order to be employed and continue to be employed in any position requiring a driver's license. Further it is the responsibility of the employee to inform his supervisor at the start of his/her shift following the loss of his/her license.

Driver's License Suspensions

(a) Where an employee who is required to hold a valid B.C. driver's license as a condition of employment, has his/her driver's license suspended for twelve (12) months or less:

(1) The employee will retain his/her regular position on the work force and shall be engaged in non-operator duties at his/her seniority block for which he/she is qualified, provided such duties are available and required by the Employer. He/she shall be paid at the rate established for the duties engaged in for the period of suspension. In the event such employment does not exist the employee may, upon the exhaustion of ETO, CTO and vacation entitlement, apply for leave of absence without pay to cover the period involved. Vacation entitlement will not accrue during this leave period and the employee will be responsible for payment of premiums for available benefits.

(2) A letter shall be written by the Employer to the employee advising him/her of his/her status during the period of license suspension. In the same letter the employee shall be warned that any further license suspensions will result in dismissal.

(3) On the second occurrence of license suspension, as indicated above, the employee will be dismissed for just cause in that he/she is unable to perform the duties required by the position.

(b) Where an employee who is required to hold a valid B.C. driver's license as a condition of employment, and has his/her driver's license suspended for more than twelve (12) months, the employee will be dismissed immediately for just cause. This shall be confirmed in writing by the Employer.

(c) In the case of a new employee who is on his/her initial probationary period, a B.C. driver's license suspension will result in the employee being dismissed for just cause.

MEMORANDUM OF UNDERSTANDING #2 HOURS OF WORK

1.1 Annual Hours of Work

The annual hours of work exclusive of meal periods but including paid holidays will be 1827, which is equivalent to an average of 35 hours per week. The 1827 annual hours means that all work schedules will be based on that figure. Due to varying lengths of the calendar year and work year and the varying times that employees may begin and end their work schedules, an employee will be required to work an average of 1827 hours.

1.2 Table of Recognized Workday

Length of Scheduled Work Day	Shift Pattern	Work Days Scheduled	Work Day Requirements	Surplus or Shortage	No. of Days of Rest	Stat Holiday Provisions	No. of Stat Holidays Shut Down	Stat Holiday Lieu Days
10 hrs	4:3	198	175	23	156	Shut Down	11	—
8 hrs 50 min	4:3	198	198	0	156	Shut Down	11	—
8 hrs	5:2	250	219	31	104	Shut Down	11	—
7 hrs 49 min	5:2; 4:3	224	224	0	130	Shut Down	11	—
7 hrs 30 min*	2:1	261	233	0 *	104	Shut Down	11	—
7 hrs 30 min	2:1	243	233	0	122	Work	—	10
7 hrs 30 min	5:2; 5:2; 4:3	233	233	0	121	Shut Down	11	—
7 hrs	5:2	250	250	0	104	Shut Down	11	—

**Surplus and shortages to be reviewed to comply with annual hours of work (1827 hours),*

1.3 Special Projects

The Employer and the Union may agree to modifications to this Agreement that will be beneficial to securing additional work. Modifications to this Agreement may be agreed to at an expedited pre-bid meeting attended by a Staff Representative, Union member of the Labour/Management Committee, a representative from the affected work group, and an Employer's representative. Any modifications will be on a project-by-project basis without precedent.

Effective September 13, 2003 in Area 2 and September 8, 2003 in Area 3 – Delete.

MEMORANDUM OF UNDERSTANDING #3
EMPLOYEE EQUIPMENT AND CLOTHING

1. Protective Clothing

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

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

(1) *Individual Issue*

- (i) individual issue coveralls for a Mechanic - maximum two (2) pair per week;
- (ii) individual issue laboratory coats or counter coats for an Equipment Foreman - maximum two (2) per week;
- (iii) individual issue welder's leather jackets and aprons where appropriate;
- (iv) any individual issue items described above must be worn by the employee on a regular basis or the Employer reserves the right to cancel this issue;
- (v) where the Employer supplies items listed above, the Employer agrees to bear the cost of approved laundering and repair. 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 eighteen dollars (\$18) per month will be provided.

(2) *Plant Issue*

- (i) plant issue rubber boots, aprons, gloves and goggles where appropriate when employees are cleaning or washing machinery or equipment;
- (ii) plant issue coveralls to operators when they are required to service equipment;
- (iii) plant issue coveralls to Yardmen when required;
- (iv) plant issue coveralls to those employees engaged in the operation of Distributor Trucks, engaged in the operation of Open Highways Sweepers and those engaged in sign maintenance, asphalt patching and crack sealing;
- (v) plant issue coveralls to Bridgeworkers when required to work with creosote;
- (vi) 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 eighteen dollars (\$18) per month will be provided.

(3) *Boot Allowance*

The Employer shall provide to all regular employees, an allowance of one hundred and fifty dollars (\$150) on date of ratification and every two (2) years thereafter to go

towards the purchase of appropriate safety toed footwear. The allowance will be payable upon production of proper receipts.

2. Coverall Issue

The Employer agrees to supply two (2) pairs of individual coveralls to Bridgeworkers and one (1) pair of individual (personalized) orange coveralls to machine operators and sign crew. It shall be the responsibility of the employees to maintain, clean and repair such coveralls.

3. Safety Equipment

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

- (a) Hard hats and liners where required;
- (b) Safety gloves;
- (c) Safety or welding goggles and helmets;
- (d) Respirators;
- (e) Protection hearing devices;

4. Replacement Provisions

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

**MEMORANDUM OF UNDERSTANDING #4
SENIORITY BLOCKS**

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

Contract Area 2

Ucluelet
Port Alberni
Parksville
Cassidy
Gabriola Island
Lasqueti Island

Contract Area 3

Denman Island
Hornby Island
Courtenay
Campbell River
Quadra Island
Cortes island
Gold River
Sayward
Woss
Sointula
Port Hardy

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

This article does not impact on the current practice as it applies to classification series such as, but not solely limited to: sign workers, bridge workers, mechanics and low-bed operators.

Effective September 13, 2003 in Area 2 and September 8, 2003 in Area 3 – Delete previous two paragraphs and replace with the following:

It will not be deemed a violation of block seniority when the Employer requires a qualified employee to work in a different seniority block.

**MEMORANDUM OF UNDERSTANDING #5
GRADUATED RETIREMENT PROGRAM**

1. 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:
 - (a) 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;
 - (b) An employee will maintain full entitlement to Medical Services Plan, Extended Health Care, Dental, Group Life and **AD & D**.
 - (c) 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.
 - (d) Vacation will be earned at the rate of one twelfth of the annual entitlement **for** each month in which an employee received at least ten (10) days pay at straight time rates as per Article 18.2(b).
2. 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.

Effective August 15, 2002 delete and replace with the following:

In recognition of the restructuring of the Employer's operations, employees with at least ten (10) years of seniority will be given the opportunity to work partial years prior to retirement or leaving employment with Mainroad Contracting Ltd.

Terms and Conditions

- (1) An employee must advise the Employer of his/her date of retirement or early retirement.
- (2) Employees can make application to commence the Graduated Retirement Program up to five (5) years prior to **the** retirement date.
- (3) Upon commencement of the graduated retirement program an employee's status will be converted from regular full-time to regular part-time.
- (4) Periods of work and periods of absence will be defined and agreed to prior to **the** commencement of the program.
- (5) Employees will be entitled to accept recall for auxiliary work during periods of leave.
- (6) Periods of leave will be six (6) months at a time.

- (7) Employees requesting leave for periods other than six (6) months may make application to the Employer, however, such requests will be entertained after requests of six (6) months.
- (8) Employees participating in this program will retain full entitlement to MSP, Extended Health Care, Dental, Group Life and Accidental Death and Dismemberment Insurance.
- (9) The employees' permanent position will be considered a regular vacancy when the employee commences retirement or early retirement, or on the employees' last day worked, whichever occurs first. This position will then be filled in accordance with Article 12.1.
- (10) In accordance with Article 18.2(b), vacation will be earned at the rate of one twelfth (1/12) of the annual entitlement for each month in which an employee has received at least ten (10) days pay at the straight time rate.
- (11) Employees participating in this program will be deemed to have resigned at the conclusion of the program.
- (12) 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.

MEMORANDUM OF UNDERSTANDING #6 EQUIPMENT LIST

Cars.....	MO1
Pickup Trucks	
Crew Transport	MO1
Hand Operated Compacting Equipment	MO1
Concrete Mixer	MO1
Chip Spreader (tail end)	MO1
Labourer	MO1
Flag person	MO1
1-2 Ton Trucks	MO1
Bituminous Sprayer (rear)	MO1
Pull Behind Broom	MO1
Power Saw and Brush Cutter	MO1
Chip Spreader (front)	MO1
Wood Chipper	MO1
Bituminous Raker Man	MO1
Curbing Machine	MO1
Fork Lift (under 2000 kg)	MO1
Passenger/Patient Transport	MO1
4-5 Ton Trucks (with attachment)	MO2
Self-Propelled Ride-On Roller (under 40)	MO2
Compressor with Rock Drill	MO2
Gravel Screening Plant	MO2
Bobcats	MO2
Single Axel Hiab, Water Trucks	MO2
Fork Lifts (over 2000 kg)	MO2
Vehicles in Excess of 8 Passengers	MO2
Tandems (with attachments)	MO3
Self-Propelled Sweepers	MO3
Self-Propelled Ride-On Roller (over 40)	MO3
Mowers	MO3
Backhoes	MO3
Thermal Lay Unit	MO3
Crawler Tractor (under 125 hp)	MO3
Flusher Trucks -tandem	MO3
Distributor Truck	MO3
Air Track	MO3
Crushing Plant	MO3
Chip Spreader	MO3
Truck Mounted Cranes	MO3
Loader (under 5 cubic yds)	MO3
Self-Propelled Crane (under 6500 kg)	MO3
Layton Paver	MO3
Bucket Truck	MO3
Trucks w/Trailer in excess of 4500 kg	MO4
Specialized Snow Removal Equipment	MO5
Graders	MO5
Gradalls	MO5
Excavators	MO5
Loaders (5 cu yds and over)	MO5
Paving Plants	MO5
Crawler Tractor (over 125 hp)	MO5
Paving Machine	MO5
Asphalt Profiler	MO5
Water Cannon	MO5

**MEMORANDUM OF UNDERSTANDING #7
CREW SAFETY MEETINGS**

The Employer agrees to complete a review of crew safety meetings within ninety (90) calendar days of the date of ratification of this Agreement between the Parties to determine an improved method to communicate with crews how safety issues are being resolved and to ensure bona fide safety issues are dealt with in a timely manner. The Employer agrees to provide a copy of the recommendations to the Union.

MEMORANDUM OF UNDERSTANDING #8
BARGAINING UNIT FOREMEN

The Union and the Employer agree that:

- (1) **Road Foremen 1** (herein "**RF1**"), Road Foremen 1 who substitute up to a Road Foreman 2 for winter operations (herein "**Winter RF2**"), and Road Foremen 2 (herein "**RF2**") can do bargaining unit work for which they are qualified in the following situations:
 - (a) emergencies including, but not limited to, motor vehicle accident and hazardous spill response and issues related to weather such as wind and snow storms, floods, landslides, etc.;
 - (b) training;
 - (c) substitution for regular and/or temporary employees who are absent from work for a period of five (5) days or less. Such absences will include, but not limited to, short term discretionary leaves as provided in Article 20, lieu days, sickness or injury, ETO, CTO, vacation, WCB, Union leaves, etc.;
 - (d) unscheduled events including, but not limited to, dead deer removal, litter removal, straightening signs, hazardous material spill response, emergency material deliver, etc.
- (2) In addition to Item 1 above, RF1 and Winter RF2 can do bargaining unit work as part of a regular shift they sign up for provided that available, regular and/or temporary machine operators on shift are given the opportunity to operate equipment for which they are qualified before an RF1 or Winter RF2 operates the equipment.
- (3) In addition to Item 1 above, an RF2 can do bargaining unit work when they substitute for regular and/or auxiliary employees who are absent from work for a period of greater than five (5) days provided that:
 - (a) there is less than or equal to sixty percent (60%), to the nearest whole number, of the usual number of regular machine operators plus RF1s at work on any given day in a yard; and
 - (b) available, regular and/or auxiliary machine operators on shift are given the opportunity to operate equipment for which they are qualified before an RF2 operates the equipment.

Such absences will include, but not be limited to, long term discretionary leaves as provided in Article 20, lieu days, sickness or injury, WCB, vacation, ETO, CTO, long term disability, Union leaves, etc.
- (4) There will be no violation of the Collective Agreement if an RF1, Winter RF2 and/or RF2 perform machine operator series or other bargaining unit work in accordance with Items 1, 2 and/or 3 above when:
 - (a) regular or auxiliary employees are on layoff; and/or
 - (b) regular or auxiliary machine operators who are not qualified to operate a piece of equipment do not operate it and the RF1, Winter RF2 or RF2 does.
- (5) Sign Foremen can do sign series bargaining unit work and it will not be a violation of any article of the Collective Agreement when Sign Foremen do such work.

**MEMORANDUM OF UNDERSTANDING #9
NATIONAL SAFETY CODE**

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

**MEMORANDUM OF UNDERSTANDING #10
WORK EXPERIENCE CANDIDATES**

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

**MEMORANDUM OF UNDERSTANDING #11
SEVERANCE PAY PROVISION, ARTICLE 13**

The intent of this Article is to limit the severance pay obligations of Mainroad Mid-Island Contracting Ltd. and Mainroad North Island Contracting Ltd. to severance pay earned while employed by Mainroad Mid-Island Contracting Ltd. and Mainroad North Island Contracting Ltd. and not severance pay earned while employed by the Province of British Columbia.

If road and bridge maintenance provided by Mainroad Mid-Island Contracting Ltd. and Mainroad North Island Contracting Ltd. reverts back to the Province of British Columbia, Mainroad Mid-Island Contracting Ltd. and Mainroad North Island Contracting Ltd. will not be under any obligation to pay severance to any employees in the BCGEU bargaining unit who are laid off by Mainroad Mid-Island Contracting Ltd. and Mainroad North Island Contracting Ltd. as a result of the transfer of maintenance responsibilities.

If another employer assumes road and bridge maintenance in Service Areas 2 and/or 3, ~~or~~ Mainroad Mid-Island Contracting Ltd. and Mainroad North Island Contracting Ltd. decides not to renew its road and bridge maintenance contracts in Service Areas 2 and/or 3, then Mainroad Mid-Island Contracting Ltd. and Mainroad North Island Contracting Ltd. will not be under any obligation to pay severance to any employees in the BCGEU bargaining unit who are laid off by Mainroad Mid-Island Contracting Ltd. and Mainroad North Island Contracting Ltd. as a result of the transfer of maintenance responsibilities.

If Mainroad Mid-Island Contracting Ltd. and Mainroad North Island Contracting Ltd. successfully bids the road and bridge maintenance contract for Service Areas 2 and/or 3, then Mainroad Mid-Island Contracting Ltd. and Mainroad North Island Contracting Ltd. will not be under any obligation to pay severance to any employees in the BCGEU bargaining unit except as follows:

- If during the maintenance contract term, as a result of the normal course of business, a reduction in staff occurs, and the employee laid off is not eligible for the provincial government severance pay contained in Memorandum of Understanding #6 between the Province of B.C. and the BCGEU from 1988, then in only this case will Mainroad Mid-Island Contracting Ltd. and Mainroad North Island Contracting Ltd. be responsible to provide full severance pay in accordance with Article 13.

MEMORANDUM OF UNDERSTANDING #12
FINAL VACATION YEAR

In the final vacation year of the Employer's road and bridge maintenance contract with the Province of B.C., regular employees must schedule and take as time off all vacation credits, CTO, ETO and lieu day entitlements they have earned up to the expiration date of the Employer's road and bridge maintenance contract. Such credits to be used by the expiration date of the Employer's road and bridge maintenance contract. The Employer may choose to pay out such entitlements in part or in whole.

**MEMORANDUM OF UNDERSTANDING #13
CORE LIST**

The senior sixty-four (64) in Area 2 and seventy-two (72) in Area 3 will be designated as the core employees.

Seniority rankings for employees with the same seniority date will be determined by the Employer subject to approval of the Union.

Employer will research all information available to solve ranking in seniority.

AR 402					
Employee Name		Seniority Date	Employee Name		Seniority Date
1.	Blake, Bill	16 Jan 56	33.	Savery, Doug	09 Apr 89
2.	Stewart, Wayne	01 May 68	34.	Reist, Stan	09 Apr 89
3.	Cubitt, Bill	07 Aug 72	35.	Haydukewich, Peter	09 Apr 89
4.	Perala, Alf	26 Apr 73	36.	Stewart, Murray	09 Apr 89
5.	Stone, John	01 Dec 74	37.	Wells, Randy	09 Apr 89
6.	Ewing, Ron	02 Jan 75	38.	Bourne, Rick	19 Aug 89
7.	Bennie, Bob	15 Oct 76	39.	Halaliku, Penisimani	01 Sep 89
8.	Webb, Ken	23 Mar 77	40.	Reichert, Glen	19 Sep 89
9.	Ovington, Wayne	08 Aug 77	41.	Douthwright, Brent	23 Oct 89
10.	McColl, Chris	14 Feb 78	42.	Mack, Marlene	01 Dec 89
11.	Thorburn, Bob	07 Mar 78	43.	Wierks, Ryk	01 May 90
12.	Bradley, Ken	23 May 78	44.	Caillier, William	01 May 90
13.	Meams, Georgina	27 Apr 79	45.	Morton, Ron	23 Dec 90
14.	Peterson, Craig	01 May 80	46.	Hetzler, Robert	03 Mar 91
15.	Kirk, Ron	15 Apr 81	47.	Perry, Sandra	04 Aug 91
16.	Schroeder, Pete	14 May 81	48.	Prince, Larry	15 Sep 91
17.	Jordon, Glen	20 Jul 81	49.	Dhillon, Gerald	03 Nov 91
18.	McConnell, Dave	06 Oct 81	50.	Campbell, Danny	03 Nov 91
19.	Lemcke, Robert	01 Nov 82	51.	Price, Lloyd	30 Jun 95
20.	Gregory, Barry	15 Aug 84	52.	Marceau, Greg	30 Jun 95
21.	Rintala, Dave	01 May 86	53.	Ball, Randy	30 Jun 95
22.	Dales, Barry	01 Jul 86	54.	Panton, Ron	29 Oct 95
23.	Archibald, Dean	01 Jan 87	55.	Boorer, Kim	08 Jan 96
24.	Brittain, Don	01 Jun 88	56.	Thompson, Ross	03 Mar 96
25.	Iverson, Jim	01 Feb 89	57.	Moriez, Troy	18 Apr 97
26.	Boire, Cheryl	08 Apr 89	58.	Campbell, Randy	19 Apr 97
27.	Clough, Allan	09 Apr 89	59.	Denninger, Brian	15 Aug 99
28.	French, Joy	09 Apr 89	60.	Coates, Brian	22 May 00
29.	Trentham, Larry	09 Apr 89	61.	Brase, Peter	02 July 00
30.	Heaslip, Robert	09 Apr 89	62.	Cross, Daniel	25 Sep 00
31.	Bush, Michelle	09 Apr 89	63.	Berghall, Ken	08 Dec 00
32.	Stupich, Gordon	09 Apr 89	64.	Penney, Steve	05 Jul 01

AR A 03					
Employee Name		Seniority Date	Employee Name		Seniority Date
1.	Smith, Robert	03 Feb 69	37.	McWillis, William	01 May 90
2.	Walker, Jamie	20 May 69	38.	Hart, Ron	01 May 90
3.	Carter, Frank	01 Dec 69	39.	Kolzumi, Doug	01 May 90
4.	Magee, Al	26 Apr 72	40.	Smith, Larry	01 May 90
5.	Winnig, Judy	01 Jun 74	41.	Robinson, Mark	28 May 90
6.	Piket, Gordon	24 Jun 74	42.	Wasillew, Darrin	29 May 90
7.	Wise, Clint	04 Nov 74	43.	Leong, John	03 Jul 90
8.	Hanson, Bob	03 Jan 75	44.	Hildebrand, Peter	02 Jan 91
9.	Budd, Roland	01 Sep 75	45.	MacDonald, Rod	03 Mar 91
10.	McLellan, Dan	28 Nov 77	46.	Frostad, Joel	03 Mar 91
11.	Lawson, Ken	02 Oct 78	47.	Daffurn, Elaine	15 Apr 91
12.	Dingwall, Ray	01 Aug 79	48.	McGill, Lance	15 Oct 91
13.	Wells, Barry	01 Jan 80	49.	Erickson, Bruce	21 Oct 91
14.	Coutu, Dave	01 Dec 80	50.	Franklin, Ken	15 Mar 92
15.	Cunningham, Trevor	02 Feb 81	51.	Perreault, Bryan	13 Jul 92
16.	Ackles, Brian	01 Mar 82	52.	Phillips, Dean	14 Feb 93
17.	Roberts, Stu	01 Apr 82	53.	Harnden, Don	26 Sep 93
18.	Mossey, Dennis	02 Jul 82	54.	Devost, Doug	09 Oct 94
19.	Stewart, David	30 Dec 85	55.	Turpin, Andre	11 Dec 94
20.	Ellis, Jack	01 Jan 87	56.	Bailey, Donald	30 Jun 95
21.	Steeds, Craig	01 Feb 87	57.	Jones, Cameron	30 Jun 95
22.	Nixon, Doug	27 Oct 87	58.	Cochran, Marly	30 Jun 95
23.	Morrison, Ed	30 Jun 88	59.	Dahle, Marly	30 Jun 95
24.	Wydenes, Robert	09 Apr 89	60.	Paulson, Aaron	11 Mar 96
25.	Brown, Dennis	09 Apr 89	61.	Hedstrom, Eric	16 Jun 97
26.	Troy, Richard	09 Apr 89	62.	Green, Brett	18 Jan 98
27.	Jenner, Rick	09 Apr 89	63.	Fitzgerald, Jim	27 Apr 98
28.	Williams, Ted	09 Apr 89	64.	Ross, Hugh	11 May 98
29.	Serrano, Luisito	09 Apr 89	65.	Koskela, Jody	18 Jan 99
30.	Langhorn, Keith	09 Apr 89	66.	Hunt, Larry	25 Jan 99
31.	Loveridge, Larry	09 Apr 89	67.	Dyer, Reg	07 Jun 99
32.	Thorpe, Glen	09 Apr 89	68.	Lantz, Paul	13 Feb 00
33.	Barkley, Colin	09 Apr 89	69.	Laughlin, Paul	14 Feb 00
34.	Bull, Howard	09 Apr 89	70.	Teter, John	15 Feb 00
35.	Winnig, John	21 Aug 89	71.	Edward, Dave	11 Mar 01
36.	Buyse, Michel	21 Aug 89	72.	McLearn, Vern	01 Oct. 01

Effective August 15, 2002 - Delete and replace with Appendix X:

APPENDIX X - INCUMBENT EMPLOYEES-- AREA 2

Employee Name:

- | | |
|--------------------------------|--------------------------|
| 1. Blake, Bill | 33. Reist, Stan |
| 2. Stewart, Wayne | 34. Haydukewich, Peter |
| 3. Cubitt, Bill | 35. Stewart, Murray |
| 4. Perala, Alf | 36. Wells, Randy |
| 5. Stone, John | 37. Bourne, Rick |
| 6. Ewing, Ron | 38. Halaliku, Penisimani |
| 7. Bennie, Bob | 39. Reichert, Glen |
| 8. Webb, Ken | 40. Doughwright, Brent |
| 9. Ovington, Wayne | 41. Mack, Marlene |
| 10. Mccoll, Chris | 42. Wierks, Ryk |
| 11. Thorburn, Bob | 43. Caillier, William |
| 12. Bradley, Ken | 44. Morton, Ron |
| 13. Mearns, Georgina | 45. Hetzler, Bob |
| 14. Peterson, Craig | 46. Perry, Sandra |
| 15. Kirk, Ron | 47. Prince, Larry |
| 16. Jordan, Glen | 48. Dhillon, Gerald |
| 17. McConnell, Dave | 49. Campbell, Danny |
| 18. Lemecke, Robert | 50. Price, Lloyd |
| 19. Gregory, Barry | 51. Marceau, Greg |
| 20. Rintala, Dave | 52. Ball, Randy |
| 21. Dales, Barry | 53. Panton, Ron |
| 22. Archibald, Dean | 54. Boorer, Kim |
| 23. Brittain, Don | 55. Thompson, Ross |
| 24. Iverson, Jim | 56. Moriez, Troy |
| 25. Boire, Sheryl | 57. Campbell, Randy |
| 26. Clough, Allan | 58. Denninger, Brian |
| 27. French, Joy | 59. Coates, Brian |
| 28. Trentham, Larry | 60. Brase, Peter |
| 29. Heaslip, Robert | 61. Cross, Daniel |
| 30. Bush, Michelle | 62. Berghall, Ken |
| 31. Stupich, Gordon | 63. Penney, Steve |
| 32. Savery, Doug | 64. Kloosterboer, Keith |

APPENDIX X – INCUMBENT EMPLOYEES – AREA 3

Employee Name:

- | | |
|------------------------|-----------------------|
| 1. Smith, Robert | 37. McWillis, William |
| 2. Walker, Jamie | 38. Hart, Ron |
| 3. Carter, Frank | 39. Koizumi, Doug |
| 4. Magree, Al | 40. Smith, Larry |
| 5. Winnig, Judy | 41. Robinson, Mark |
| 6. Picket, Gordon | 42. Wasiliew, Darrin |
| 7. Wise, Clint | 43. Leong, John |
| 8. Hanson, Bob | 44. Hildebrand, Peter |
| 9. Budd, Roland | 45. Macdonald, Rod |
| 10. McLellan, Dan | 46. Frostad, Joel |
| 11. Lawson, Ken | 47. Daffurn, Elaine |
| 12. Dingwall, Ray | 48. McGill, Lance |
| 13. Wells, Barry | 49. Erickson, Bruce |
| 14. Coutu, Dave | 50. Franklin, Ken |
| 15. Cunningham, Trevor | 51. Perreault, Bryan |
| 16. Ackles, Brian | 52. Phillips, Dean |
| 17. Roberts, Stu | 53. Harnden, Don |
| 18. Mossey, Dennis | 54. Devost, Doug |
| 19. Stewart, David | 55. Turpin, Andre |
| 20. Ellis, Jack | 56. Bailey, Donald |
| 21. Steeds, Craig | 57. Jones, Cameron |
| 22. Nixon, Doug | 58. Cochran, Martin |
| 23. Morrison, Ed | 59. Dahle, Marty |
| 24. Wydenes, Robert | 60. Paulson, Aaron |
| 25. Brown, Dennis | 61. Hedstrom, Eric |
| 26. Troy, Rick | 62. Green, Brett |
| 27. Jenner, Rick | 63. Fitzgerald, Jim |
| 28. Williams, Ted | 64. Ross, Hugh |
| 29. Serrano, Luisito | 65. Koskela, Jody |
| 30. Langhorn, Keith | 66. Hunt, Larry |
| 31. Loveridge, Larry | 67. Dyer, Reg |
| 32. Thorpe, Glen | 68. Lantz, Paul |
| 33. Barkley, Colin | 69. Laughlin, Paul |
| 34. Bull, Howard | 70. Teter, John |
| 35. Winnig, John | 71. Edward, Dave |
| 36. Buysse, Michel | 72. McLearn, Vern |

Effective August 15, 2002

MEMORANDUM OF UNDERSTANDING #14
2006 Negotiations

WHEREAS, the Employer or any subsequent employer for Area 2 or 3 has raised concerns at these Successorship continuance negotiations, that certain issues will be resurrected by the Union at the termination of the Collective Agreement, and;

WHEREAS, the Union does not intend to negotiate in this fashion;

THEREFORE, it is agreed to the following restrictions for the subsequent collective bargaining on the expiry of this Agreement:

1. The subsequent Collective Agreement will be a long term multi-year agreement. The intent is to encompass the balance of the MOT contract less one year.
2. It is agreed that (a) the Union will not resurrect the issues of core group protection and severance pay, the worksite flexibility issues of shift scheduling, seniority blocks, and contracting out; (b) the Employer will not propose the elimination of regular compliment and (c) the Parties agree not to propose the elimination of VDP and Graduated Retirement.

The above referenced issues will not be tabled by either party without the mutual consent of the other party.

Effective August 15, 2002

**MEMORANDUM OF UNDERSTANDING#15
RE: VOLUNTARY DEPARTURE PROGRAM**

WHEREAS, various factors including economic conditions of the Company have brought pressures **to** bear, **and;**

WHEREAS, the Collective Agreement recognized staff reductions may occur by reducing either the least senior employees or by voluntary separation, more senior employees, through the **pre-layoff** canvass provisions.

THEREFORE, BE IT RESOLVED THAT

Prior to the layoff of regular employee(s) under Article 13 of this Agreement, the Employer may canvass a group of regular employees to accept a paid leave of absence for thirteen (13) weeks (with benefits continuation) followed by an immediate layoff.

**LETTER OF UNDERSTANDING #1
RE: ARTICLE 27.10, ABNORMAL WORKING CONDITIONS**

Please accept this letter as confirmation that when machine operators operate graders on the gravel sections of the following roads without a water truck or with a grader that is not equipped with a pressurized, air conditioned cab, they will receive the premium allowance of Article 27.10(a).

The roads covered by this letter are:

- (1) road between Port Hardy and Holberg; and
- (2) road between Gold River and Tahsis.

**SIGNED ON BEHALF OF
THE UNION**

George Heyman, President

Frank Carter, Bargaining Committee

Joy French, Bargaining Committee

Ron Ewing, Bargaining Committee

Henny Hanegraaf, Staff Representative

**SIGNED ON BEHALF OF
THE EMPLOYER**

Rod Fru
President

Jerry Moreau, General Manager
Mainroad Mid-Island Contracting Ltd

Scott Gallacher, General Manger
Mainroad North Island Contracting Ltd

Doug Bjornson, Secretary Treasurer

Signed this _____ day of _____, 20 _____

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