

**COLLECTIVE AGREEMENT**

TERM		
No OF EMPLOYEES		
NOMBRE D'EMPLOYES		

between the

**ENVIROTEST CANADA**  
(formerly Ebc-Hamilton)

and the

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

Effective from  
September 1, 1995 to August 31, 1999

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## DEFINITIONS

"Child" means a child of the employee, including a ward of the Superintendent of Family and Child Services and a child of the employee's spouse.

"Spouse" means husband, wife or common-law spouse of the employee. Common-law spouse includes same sex and opposite sex individuals where the employee has been living in a common-law relationship for at least twelve **(12)** months.

### ARTICLE 1 - AGREEMENT AND SCOPE

#### 1.1 Purpose of Agreement

The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union. The parties to this Agreement share a desire to improve air quality. Accordingly, they are determined to establish, within the framework provided by the law, an effective working relationship at all **levels**.

#### 1.2 Bargaining Unit Defined

(a) The bargaining unit shall comprise all employees of Envirotech Canada (formerly Ebco-Hamilton Partners) employed on the mainland of British Columbia west of Hope and south of Squamish.

(b) The parties agree that the positions set out in Appendix A are excluded from the scope of the certification.

### **1.3 Bargaining Unit Recognition**

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

### **1.4 Representation**

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 names of its officers and similarly, the Employer shall supply the Union with a list of its managers or other personnel with whom the Union may be required to transact business.

### **1.5 Correspondence**

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

### **1.6 Future Legislation**

In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement. The parties shall make every effort to negotiate a mutually

agreeable provision to be substituted for the provisions rendered null and void or materially altered.

### **1.7 Sexual and Other Forms of Harassment**

(a) The Union and the Employer recognize the right of employees to work in an environment free from harassment, **and discrimination**. The Employer agrees to maintain such an environment, as required by law.

(b) Complaints respecting sexual harassment, or any other forms of harassment, will be in writing to the **Human Resources Manager** with a copy to the Union. The Employer will investigate these complaints forthwith and take appropriate action, including discipline where warranted. Where a complaint **has** been substantiated, the complainant shall not be transferred without his/her agreement.

**(c) Where the complaint is not resolved to the satisfaction of the complainant or respondent within thirty (30) days of the filing of the complaint, he/she may initiate a grievance at Step 2 of the grievance process.**

## **ARTICLE 2 • EMPLOYEE RIGHTS**

### **2.1 No Discrimination for Union Activity**

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

## 2.2 Stewards

(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 area to attend to Union duties relating to the Employer's operations. Leave for this purpose shall be with pay and permission shall not be unreasonably withheld. On resuming his/her duties, the steward shall notify his/her supervisor.

(b) Stewards will be granted leave ~~from~~ their work area with pay under this clause to perform the following duties:

(1) assisting any employee who the steward represents in presenting a grievance in accordance with the Grievance Procedure;

(2) attending meetings at the request of the Employer;

(3) attending meetings which are disciplinary at the request of the employees or the Employer;

(4) supervision of ballot boxes and other related functions during ratification votes.

## 2.3 Union Representatives

The designated Union representative shall be permitted entry to the Employer's premises in order to carry out required duties. The designated Union representative shall notify the Human Resources Manager in advance of this requirement and shall

indicate the purpose for entering the Employer's premises. Such permission shall not be unreasonably denied. Union representatives shall not interfere with the operational requirements of the Employer.

#### **2.4 Office Use**

The Employer shall make available to Union Representatives, temporary use of an office or similar facility at head office to conduct confidential investigation of grievances.

#### **2.5 Union Insignia**

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

#### **2.6 Time Off for Union Business**

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

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

(2) for up to three (3) employees who are representatives of the Union on the Bargaining Committee to attend meetings of the Committee and to attend bargaining meetings:

(3) to an employee called by the Union to appear as a witness before an Arbitration Board;

(4) to an elected or appointed Union representative to attend to Union business which requires them to leave their general work area.

(b) To facilitate the administration of Union leaves without pay, the leave shall be given at current pay and the Union shall reimburse the Employer for salary and benefit **costs**. The Union shall provide the Employer with fourteen (14) calendar days notice prior to the commencement of such leave. The Employer will not unreasonably withhold the granting of such leave where less than fourteen (**14**) calendar days notice is given.

## **2.7 Union Bulletin Board**

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 board shall be restricted to the business affairs of the Union. Such information shall be posted by and or removed by a designated shop steward.

## **ARTICLE 3 - UNION SECURITY**

### **3.1 Membership**

(a) All employees hired on and after September 1, 1992 shall, as a condition of continued employment, remain or become members of the Union and maintain such membership upon completion of fifteen (15) days employment.

**(b) Station Managers will not perform Lane Inspector work except in emergencies, for training and circumstances where the Station Manager cannot practically call in employees, extend the hours of part-time employees already at work, or assign other qualified employees including Assistant Managers.**

#### **ARTICLE 4 • UNION DUES**

##### **4.1 Dues and Assessments**

(a) The Employer shall deduct from the wages of each employee in the bargaining unit, whether or not the employee is a member of the Union, an amount equal to the regular dues payable to the Union by a member of the Union. Each employee shall provide, as a condition of continued employment, the Employer with a written authorization to make such deductions.

(b) The Employer shall deduct from each employee, who is a member of the Union, any assessments levied in accordance with the Union Constitution and/or bylaws and owing by the employee to the Union and remit such money to the Union.

(c) Deductions shall be made monthly and remitted to the President of the Union no later than the 25th day of the subsequent month. The Employer shall also provide the Union with member information including the following:



- Social Insurance Number
- Surname, First Name
- Job Classification Number
- Monthly Dues
- Gross Pay

Such information shall be submitted on a disc in the ASCII computer format.

(d) The Union shall advise the Employer in writing of the amount of its regular monthly dues. The amount so advised shall continue to be the amount to be deducted until changed by written notice to the Employer signed by the President of the Union. Upon receipt of such notice, the changed amount shall be the amount deducted.

#### **4.2 Income Tax Receipts**

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

### **ARTICLE 5 • EMPLOYEE RECORDS**

#### **5.1 Access to Personnel File**

All employees shall have reasonable access to their individual personnel file, and may authorize, in writing, a designated Union representative, to have such access.

## **ARTICLE 6 - EMPLOYER RIGHTS**

### **6.1 Employer Recognition**

The Union recognizes and agrees that except as specifically modified by this Agreement, all of the rights and powers which the Employer had prior to the signing of this Agreement are retained solely and exclusively by the Employer.

## **ARTICLE 7 - STRIKES, LOCKOUTS AND PICKET LINES**

### **7.1 Right to Refuse to Cross a Picket Line**

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

### **7.2 Strikes and Lockouts Prohibited**

There shall be no strikes or lockouts so long as this Agreement continues to operate.

## **ARTICLE 8 - GRIEVANCES**

### **8.1 Definition of Grievance**

The Employer and the Union agree that grievances may arise concerning:

(a) differences between the parties respecting the interpretation, application, operation or any alleged violation of a provision of this Agreement, including a question as to whether or not a matter is subject to arbitration; or

(b) the dismissal or discipline of an employee bound by this Agreement.

## **8.2 No Stoppage of Work**

All grievances shall be finally and conclusively settled in the manner set out in this Article without slowdown, interference with, or stoppage of work.

## **8.3 Steps**

The procedure for resolving a grievance shall be as set out below:

### *(a) Step 1*

Every effort shall be made by an employee and his or her immediate supervisor to resolve the issue verbally. An employee shall have the right to have his or her steward present at such a discussion. If unresolved, an employee may, within fifteen **(15)** calendar days of the event giving rise to the grievance, submit a grievance in writing to the employee's immediate supervisor. The employee's immediate supervisor will sign and date the grievance form to confirm receipt.

**(b) Step 2**

The Employer's designate(s) shall meet with the Union's designate(s) within **thirty** (30) calendar days after receipt of the grievance. This meeting may be waived by mutual agreement. Following such a meeting, the Employer's designate shall respond within fifteen (15) calendar days in writing to the Union's area representative.

**8.4 Time Limit to Submit to Arbitration**

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

**8.5 Union and Employer Grievances**

The Employer has the right to file a grievance. The Union has the right to **file** a policy grievance. Such grievances shall be filed at Step 2 of the grievance procedure set out above. The grievance must be filed within twenty-one (21) working days of the complaint arising.

**8.6 Time Limits**

**(a) If an employee or the Union does not present a grievance or proceed to the next higher level within the prescribed time limits, the grievance shall be deemed to have been abandoned, but shall not be deemed to have prejudiced its position on any future grievance.**

(b) If the Employer does not respond within the prescribed time limits, the Employer shall grant the remedy sought in the grievance but shall not be deemed to have prejudiced its position in any future grievance.

#### **8.7 Administrative Provisions**

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

#### **8.8 Technical Objections**

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

#### **8.9 Deviation from the Grievance Procedure**

(a) The Employer agrees that, after a grievance has been initiated in writing at Step 2, no discussion will be entered into respecting the grievance with the aggrieved employee without the consent of the Union. Such consent shall not be unreasonably withheld.

(b) In the event that, after having initiated a grievance in writing through the grievance procedure, an employee endeavours to pursue the same grievance through another

channel, the Union agrees the grievance shall be considered to be abandoned.

#### 8.10 ~~Dismissal~~ Grievance

In the case of a dispute arising from an employee's dismissal, the grievance may be Ned directly at Step 2 within **ten (10)** working days of the date on which the dismissal occurred.

### ARTICLE 9 - ARBITRATION

#### 9.1 Single Arbitrator

The parties agree to refer all arbitrations, except those that are to be resolved on an expedited basis, to Don Munroe, **Robert Blasina** or **substitute agreed to be the parties** who may act as a single arbitrator. At the written request of either party, within seven (7) days of receipt of written notice of referral to arbitration, either party **may** require that the grievance be submitted to a three (3) member arbitration board to be chaired by Don Munroe, **Robert Blasina** or **substitute agreed to by the parties**. Both parties shall have seven (7) days to name their appointee to the three-person board.

#### 9.2 Decision of the Arbitrator

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

### **9.3 Time Limit for Decision**

An arbitrator or board 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.

### **9.4 costs**

The parties to this Agreement shall jointly bear the cost of the Single Arbitrator or Chair and each of the parties shall bear the cost of its nominee to the arbitration board and its own representatives and witnesses.

### **9.5 Expedited Arbitration**

(a) Notwithstanding the foregoing, the parties may agree to utilize the provisions of Section 103 of the Code as an alternative dispute resolving mechanism, (ie) if a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this agreement, including any question as to whether a matter is arbitrable, during the term of the collective agreement, Judi Korbin, **Barbara Bluman** or a substitute agreed to by the parties, shall at the request of either party

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

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

(b) The parties **may** agree to be bound by the recommendations noted above, such agreement shall be in writing.

#### 9.6 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 Suspension or Discharge

(a) In the event of a grievance arising from an employee's suspension of three (3) days or less, the Employer **agrees** to notify the employee, in writing, setting out the grounds for the Employer's action. A copy of the notice **will** be sent to the Union's designate within seven **(7)** calendar days.

(b) In the event of suspension of greater **than** three (3) days or **dismissal**, the Employer will notify the employee, in writing, setting out the grounds for the Employer's actions. A copy **of this** notice **will** be



sent to the Union's designate within seven (7) calendar days of the suspension or dismissal.

(c) It is expressly understood that where the grievance of a suspension or dismissal proceeds to arbitration, the arbitrator will decide whether the suspension or dismissal is for just cause based on the real substance of the matters in dispute.

### 10.3 Probationary Period

(a) Each new employee shall serve a probationary period of thirty (30) shifts or three (3) months whichever is longer from start date, 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.

(c) During the probationary period an employee shall not be entitled to claim the rights and benefits arising out of seniority. Upon successful completion of the probationary period, an employee shall be credited with seniority from start date, in accordance with the provisions of Article 11.

### 10.4 Discipline Record

The Employer agrees to provide copies to the employee of any disciplinary action record placed on the employee's personnel file, at the time of filing such record. The Employer further agrees that any written warning will be removed from an employee's personnel file after eighteen (18) months, provided there has not been any further infraction.

## 10.5 Abandonment of Position

An employee who fails to report for duty for three (3) consecutive shifts without informing the Employer of the reason for his/her absence will be presumed to have abandoned his/her position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not having informed the Employer.

## ARTICLE 11 - SENIORITY

### 11.1 Seniority Based on Hours Worked

(a) Seniority for all employees shall be based on hours worked.

(b) Hours worked shall include:

(1) hours worked according to payroll records, excluding overtime hours;

(2) paid leaves of absence in accordance with hours paid, including vacation and statutory holidays;

(3) leave of absence on a claim recognized by the Workers' Compensation Board based on hours utilized for WCB purposes;

(4) Union leave based on hours utilized for reimbursement purposes;

(5) maternity, parental and adoption leave based on the hours that the employee would have worked;

(6) sickleave which exceeds three (3) consecutive shifts or for which there is wage indemnity coverage based on the hours worked in the last two (2) pay periods.

#### 11.2 Equal Seniority

When two (2) or more employees have equal seniority the order establishing their relative seniority will be by chance as mutually agreed between the Employer and the Union.

#### 11.3 Seniority List

(a) The Employer **will** prepare a seniority **list** semi-annually (on the payroll nearest and before May 1, November 1) for all employees in the bargaining unit. The seniority list **will** be posted prior to May 15 and November 15 of each year. The information will show each person's classification, status, seniority based on hours worked as set out above, and point of assembly. The Employer **will also** prepare seniority lists for each classification within each point of assembly. These lists will be posted on the appropriate bulletin boards with a copy sent to the Union. Once posted, the list may be challenged for a period of fifteen (15) calendar days. If not challenged within the time set out herein, the seniority lists **will** be accepted by the parties and the employees as accurate. The list shall be utilized for all schedules which are posted after May 30, and November 30, respectively.

(b) Each of the inspection centres will be a point of assembly. Head office, including the maintenance warehouse, will also be a point of assembly. For the purpose of Articles 11, 12 and 13 of this Collective

Agreement, the technician's point of assembly will be head office.

#### **11.4 Loss of Seniority**

An employee shall lose seniority and shall be considered to be terminated in the event that:

- (a) he or she is discharged for cause;
- (b) he or she resigns or retires from his or her position;
- (c) he or she abandons his or her position;
- (d) he **or** she fails **to** return to work following a **recall** within **one (1) week** or such other mutually agreed to period, unless unable **to** do so because of **reasonable** cause, where the recall is to the employee's regular point of assembly;
- (e) he or she is laid off for a period of **three (3) months**;
- (f) he or she accepts severance pay in accordance with the provisions of Article 13.
- (g) **he or she is absent due to illness or injury for two (2) years, except where the employee is in receipt of WCB benefits as a result of an Employer-related injury.**

#### **11.5 Reasonable Cause**

- (a) For the purpose of Article 11.4(d), the following shall constitute reasonable cause:

- (1) absence on a WCB claim;
- (2) maternity leave;
- (3) parental leave or adoption leave;
- (4) absence on bereavement leave;
- (5) leave to participate in activities of a reserve component of the Canadian Arm Forces;
- (6) illness; **(Doctor's certificate may be required as per Article 24.7)**
- (7) Union leave as per Clause 2.6;
- (8) **jury** duty;
- (9) any approved leave of absence or approved period of unavailability.

(b) Where the dependent child of a part-time employee is ill and where no one other than the employee can care for the child, the Employer will extend the period within which an employee must return *to* work from three (3) days **to** one (1) week. Proof of illness may be required if a pattern **of** consistent absences is developing.

#### **11.6 Re-employment**

A permanent employee who resigns his or her position and, within sixty days is re-employed by the Employer, shall be granted leave **of** absence without pay covering those days absent and shall be credited with his or her former seniority but without seniority credit for the period of absence.

### **ARTICLE 12 - PROMOTIONS, VACANCIES AND JOB POSTINGS**

#### **12.1 Selection Criteria**

**(a) All vacancies which are to be filled will be posted and filled within thirty (30) days of becoming vacant**

in the case of entry level positions and forty-five (45) days in the case of other positions. Entry level positions are Lane Inspector, Technician Trainee and Clerk I.

(b) Entry level positions will be filled by the senior qualified applicant. When a vacancy for a full-time position in any other classification occurs and is required to be filled, the Employer will prefer the senior employee, provided that merit, skills and ability are relatively equal.

(c) Where there are no qualified internal applicants, the Employer may select outside applicants.

## **12.2 Job Posting Information**

All job postings shall indicate the job classification, qualifications required, point of assembly, hourly rate, date of posting and date of closing. A copy of the posting will be forwarded to the Union. All postings shall be posted for a minimum of two (2) weeks.

## **12.3 Posting Awards**

The Employer shall provide the Union with a copy of all job posting awards and shall post such awards on a bulletin board at each point of assembly.

## **12.4 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 or her travelling expenses paid.

### 12.5 Trial Period

Where a bargaining unit employee is promoted, he or she will be placed on trial for three (3) months, and upon satisfactory completion of the trial period will be confirmed in the position in writing by the Employer. If at any time during the trial period, the employee is unable to satisfactorily perform the duties of the new position, he or 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 his or her former status.

### 12.6 Multiple Applications

**An** employee who is the successful applicant for a position will not be considered for another position at the same classification for three (3) months from the date of the original vacancy except for Assistant Managers who **will** not be considered for another position at the same classification for ~~six~~ (6) months from the date of the original vacancy.

## ARTICLE 13 - LAYOFF AND RECALL

### 13.1 Layoff by Seniority

In the event of a layoff, permanent employees will be laid off by reverse seniority **in** a classification **at** a point of assembly. Probationary employees shall be laid off before permanent employees in the same classification.

### 13.2 Options Upon Layoff

An employee who is laid off from a point of assembly shall have the right to either:

- (a) remain on layoff status until work becomes available at the employee's regular point of assembly; or
- (b) bump the most junior employee in the same classification at another point of assembly, provided that the bumping employee has more seniority; or
- (c) accept severance pay under this Article.

If an employee elects layoff status, the employee must remain on layoff **until** work becomes available **at** the employee's regular point of assembly. If an employee elects to bump into a new point of assembly, the employee loses the right to be scheduled for work at the old point of assembly. If an employee elects severance pay it shall be calculated on the basis of one week's pay for every year of service or major part thereof. Only permanent employees shall be eligible for severance pay. An employee will not receive an amount greater than three (3) months current pay.

### **13.3 Definition of Layoff**

A part-time employee shall be considered to be laid off if, at the Employer's initiative and due **to** a shortage of work, the employee has not been scheduled to work for a period of one (1) week. A full-time employee shall be considered to be laid off if, at the Employer's initiative and due to a shortage of work, the full-time employee's hours are reduced to less than forty (**40**) hours per week.

### **13.4 Recall of Employees**

Recall of employees shall be in order of seniority within a classification at a point of assembly. Where there are no laid off employees within the classification at the point of assembly,



the Employer will recall employees in order of seniority within the same classification from other points of assembly; such employees shall have the right to refuse without penalty.

### **13.5 Current Address**

It shall be the responsibility of laid off employees to keep the Employer informed of their current addresses and telephone numbers at which they may be contacted.

### **13.6 Method of Recall**

The Employer shall first attempt to contact the employee by telephone and if that is not successful shall notify the employee by letter delivered to the employee's address by way of double registered, courier, priority post or similar service. The time period for the employee to return to work shall be from the time of the telephone call or the time that the letter is delivered to the employee's address. Each letter shall be deemed to have been delivered two **(2)** days from the date of mailing.

### **13.7 Transfer Without Posting**

The Labour/Management Committee may grant lateral transfers or voluntary demotions for compassionate or medical reasons or in recognition of the joint duty of the parties to accommodate employees in accordance with the Human Rights Act. In the event that the Committee has granted a transfer or demotion at the request of the employee, the employee shall not be eligible for any **job** posting for a period of **six (6)** months without the approval of the Labour/Management Committee.

### **13.8 No Transfers Without Consent**

**An** employee, except an Assistant Manager, will not be required to permanently transfer to a different point of assembly without his/her consent unless according to Article **1.7**. Assistant Managers' transfers will be limited to one transfer per three hundred and sixty-five (**365**) day period, except by mutual agreement. **An** Assistant Manager may refuse a transfer under this Article by changing their status to a full-time lane inspector.

(a) **An** Assistant Managers shall not be transferred to a point of assembly further than forty-five (**45**) kilometres from the point of assembly where he or she was working unless mutually agreed between the Company and the Union;

(b) Rand-McNally shall be used for distance calculation; and

(c) No full-time Lane inspector will be displaced as a result of an Assistant Manager exercising his/her right under this clause.

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

#### **14.1 Forty Hour Work Week**

Weekly hours of work for full-time employees exclusive of meal periods taken away from the work station but including paid statutory holidays will be forty (**40**) hours per week.

## 14.2 Work Schedules

(a) **Work** schedules shall be posted at least seven **(7)** days in advance **of** the **starting** date **of** the new schedule.

(b) Full-time employees at a point of assembly shall be scheduled to work one of the shift patterns and length of scheduled work days specifically set out in Article 14.7(a).

(c) The Employer shall determine when various services are provided (hours of operation), the classifications of positions and the number of employees required to provide the services.

(d) The Employer's designate and the steward at each point of assembly will establish the length of scheduled work day and shift pattern to be followed for full-time employees at the point of assembly. By mutual agreement, the Employer's designate and an employee may agree to allow an individual employee to work a different length of scheduled work day and shift pattern as long as it is selected from the options set out in Article 14.7(a).

(e) If either party wishes to change the existing length of scheduled work day and shift pattern, it shall provide the other party with the earliest possible advance notice in writing. If a change is requested only at a particular point of assembly, the notice shall be given **to** the appropriate Union steward or designated Employer representative. If a change is requested which involves more than one point of assembly, notice shall be given to the Union's area representative or the Employer's

general manager. The parties shall have fourteen (14) days from the date notice is given to reach agreement on length of scheduled work day and shift pattern. If the parties are unable to reach agreement within fourteen (14) days, either party may refer the matter to the Labour/Management Committee for possible resolution. Where agreement cannot be reached, full-time employees shall work a maximum eight (8) hours per day at straight time rates.

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

(g) Unless mutually agreed between the employee and the manager, employees will not be required to work split-shifts.

### 14.3 Staffing

(a) The minimum number of full-time positions for each Inspection Centre shall be:

- (1) an Assistant Manager;
- (2) two (2) Lane Inspectors for each lane in the Inspection Centre.

(b) The Employer has the right to schedule part-time employees in weekly blocks of shifts.

(c)  
(1) Part-time employees shall be scheduled in order of seniority so that the most senior part-

time employee in a classification at a point of assembly receives the greatest number of hours each week. Part-time employees shall not be scheduled for shifts of less than four **(4)** hours.

**(2)** At least thirty percent **(30%)** of all scheduled non-full-time Lane Inspectors by Inspection Centre shall be scheduled for a minimum of twenty **(20)** hours per week.

(d) Where additional work becomes available on a daily **basis**, it shall be offered in order of seniority to part-time employees at the point of assembly, provided it will not result in the payment of overtime. **If** no part-time employees are available, it shall be offered to part-time employees off site in order of seniority.

(e) Where additional shifts becomes available during the scheduled week the work shall be offered to employees **as** follows:

**(1)** the most senior part-time employee without **a** scheduling conflict, provided it will not result in the payment of overtime.

**(2)** Where there are no part-time employees available at a point of assembly, the Employer will contact another point of assembly and offer the shifts in accordance with (d) above.

**(f)** Nothing in **this** article shall preclude the Employer from laying off employees in accordance with the provisions of Article **13** if there **is** insufficient work to maintain **this** level of full time employment.

#### **14.4 Conversion of Hours**

Where an employee is granted a designated paid holiday or a lieu day pursuant to Article 17, the time off granted will be eight (8) hours per designated paid holiday. Where the scheduled work day exceeds eight (8) hours, the resulting difference shall be included in the work schedules within the next two (2) weeks or as mutually agreed at the local level.

#### **14.5 Rest Periods**

All employees shall have two (2) fifteen (15) minute rest periods in each work period in excess of five (5) hours. Where a meal period is provided one (1) rest period is to be granted before and one (1) after the meal period, where applicable. Employees working a shift of hour (4) hours, but not more than five (5) hours, shall receive one (1) rest period during such a shift. Rest periods shall not begin until one (1) hour after the commencement of work or not later than one (1) hour before either the meal period or the end of the shift. Rest periods shall be taken without loss of pay to the employees.

#### **14.6 ~~Meal~~ Periods**

Recognized meal periods will be within the middle three (3) hours of any shift which exceeds five (5) hours. The normal meal period will not be less than one-half ( $\frac{1}{2}$ h) our and not more than one (1) hour. Lengthening of the scheduled work day will not be achieved by expanding the normal meal period except by mutual agreement.

#### **14.7 Days of Rest**

The normal days of rest for full-time employees shall be Saturday and Sunday, or Sunday and Monday.

**14.8** Table of Recognized Work Day Lengths and Shift Patterns

(a)

Length of Scheduled Work Day	Shift Pattern (Days on:Days off)
8 hrs.	5:2
8 hrs. 35 min.	5:2, 5:2, 4:3
8 hrs. 55 min.	5:2, 4:3
10 hrs.	4:3

(b) By mutual agreement assistant managers may be scheduled to work shift patterns and length of schedule work days different from those set out in Article 14.8 in accordance with the following principles:

- (1) Eighty (80) hours will be scheduled within a two (2) week period.
- (2) If more than 80 hours in a two (2) week period are scheduled, overtime rates will apply;
- (3) The length of shift can remain flexible with no shift less than ~~six~~ (6) hours per day or longer than ten (10) hours, except by mutual agreement at the local level.

**14.9** No Guarantee

The provisions of this Article are not to be construed as a guarantee of hours of work per day or per week.

#### **14.10 Standby**

(a) Where **an** employee is required to be on standby, he/she shall be compensated at the rate of one **(1)** hour's pay for each four **(4)** hours standing by. Employees designated for stand-by shall be provided with a pager and shall be immediately available for duty during the period of stand-by.

(b) Employees will not be designated for stand-by on two **(2)** consecutive weekends or two **(2)** consecutive paid holidays.

#### **ARTICLE 15 • WORKING AWAY FROM REGULAR POINT OF ASSEMBLY**

##### **15.1 Relocations of a Temporary Nature**

Employees who at the request of the Employer agree to relocate on a temporary basis to a point of assembly other than their regular point of assembly shall be reimbursed for reasonably incurred expenses. Such relocations shall not be between points of assembly greater than thirty-five **(35)** kilometres apart for a period of time not ~~to~~ exceed thirty (30) days unless mutually agreed between the Employer and the Union. Employees will be reimbursed at the rate of ~~thirty-one cents (31¢)~~ per kilometre for mileage between the employee's residence and temporary point of assembly, or between the employee's regular and temporary points of assembly, whichever ~~is~~ shorter. If an employee ~~is~~ relocated ~~during~~ a shift, the employee will be reimbursed for mileage to the temporary point of assembly and travel time to the temporary point of assembly shall be considered ~~as~~ time worked.



All employees shall have the right to refuse to relocate without being subject ~~to~~ disciplinary action for ~~so~~ refusing, except where the Employer is unable to recruit sufficient qualified employees. In such a case, qualified employees, in reverse order of seniority in a classification, shall be required to accept relocation.

**15.2 Technicians Working Away from their Point of Assembly**

Except by mutual agreement, technicians 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.

**ARTICLE 16 - OVERTIME**

**16.1 Definitions**

(a) "*Straight-time rate*" - means the hourly rate of remuneration;

(b) "*Time and one-half*" - means one and one-half times the straight-time rate;

(c) "*Double time*" - means twice the straight-time rate;

(d) "*Double time and one-half*" - means two and one-half times the straight-time rate.

**16.2 Overtime Entitlement**

(a) An employee shall be entitled to time and one-half for the first three (3) hours of authorized overtime worked in a day in excess of the regular length of the

scheduled work day at the employee's point of assembly, and time and one-half for any hours in excess of forty **(40)** hours in a week, but excluding from the calculation hours worked in excess of the regular length of the scheduled work day.

(b) An employee shall be entitled to double time for all overtime hours worked in excess of those set out in paragraph (a) above in a day, and forty (48) hours in a week, but excluding from the calculation overtime hours worked in excess of the regular length of the scheduled work day.

(c) Overtime shall be compensated in fifteen (15) minute increments.

(d) It is understood that the regular length of the scheduled work day shall mean the option selected from the table of recognized work day lengths set out in Article 14.7(a).

### **16.3 Work Beyond Scheduled Shift**

All employees shall have the right to refuse to work **beyond their scheduled shift**, except where the Employer is unable to recruit sufficient qualified employees immediately available at the point of assembly. In such cases, qualified employees immediately available at the point of assembly, in reverse order of seniority in a classification at the point of assembly, shall be required to work the **additional** hours **providing it does not result in additional overtime**.

#### 16.4 Call-Out Provisions

(a) *Call Out Compensation*- An employee who is called back to work outside his/her regular working hours shall be compensated for a ~~minimum~~ of three (3) hours at overtime rates. He/she shall be compensated from the time he/she leaves his/her home to report for duty until the time he/she arrives back upon proceeding directly to and from work. It is agreed that "*calfout*" means that an employee has been called out without prior notice.

(b) *Call Outfor Emergency Situations* - It is agreed that employees called out for emergency situations who were not on standby will not be expected to perform tasks other than those of an emergent nature.

#### 16.5 Rest Interval After Overtime

An employee required to work overtime adjoining his/her regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime work and the start of his/her next regular shift. If eight (8) clear hours are not provided, a premium calculated at overtime rates shall apply to hours worked on the next regular shift.

#### 16.6 Method of Compensation

(a) Overtime compensation shall be monetary or in time off at the employee's option. If the employee chooses time off, such time off shall be scheduled by mutual agreement between the employee and the employer. If compensatory time off ("*CTO*") cannot be scheduled within three months of the date of election, cash payment shall be made on the following pay period. CTO shall

be equivalent to the rate which would be received if an employee elected monetary payment.

(b) The employee shall advise his or her respective supervisor of his or her election to have either all cash or all compensatory time off for the pay period in which it was earned, no later than the shift following the shift on which the overtime was worked.

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

#### **16.7 Allocation of Overtime**

Overtime shall be allocated on an equitable basis to immediately available qualified employees at the point of assembly in the classification which would normally perform the work.

#### **16.8 Overtime Records**

Should a dispute arise concerning the allocation of overtime, the Employer agrees that overtime records shall be maintained and access shall be given to a union representative in the event of a dispute. Such overtime records are to be maintained for a period of one year.

#### **16.9 No Pyramiding**

Overtime rates shall apply to the straight time rate only. Premiums are in addition to the overtime rates but are not multiplied by the overtime rates. Employees required to work on a paid holiday or lieu day, pursuant to Article 17.2, shall receive overtime at double-time rates.

ARTICLE 17 - PAID HOLIDAYS

**17.1** Paid Holidays

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

New Year's Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
<del>Canada</del> Day	Boxing Day
British Columbia Day	Personal Day
Labour Day	

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

(c) Seven (7) days ~~written~~ **notice** shall be given **to** the Employer for purposes of scheduling the Personal Day.

**17.2** Holidays Falling **on** a Day **of** Rest

(a) When **a** paid holiday falls on an employee's day of rest, the employee shall be entitled to a day off with pay in lieu. Scheduling of these lieu days shall be by mutual agreement within sixty (60) days following the paid holiday. If not scheduled within sixty (60) days, it shall be immediately scheduled on the vacation roster.

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

(c) Employees may opt for pay for the holiday instead of the lieu day noted above.

### **17.3 Holiday Coinciding With a Day of Vacation**

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

### **17.4 Paid Holiday Pay**

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

### **17.5 Qualification for Holiday Pay**

**To** qualify for holiday pay, **an** employee must:

(a) have been in the employ of the Employer for at least thirty (30) days; and

(b) have worked or earned wages for at least fifteen (15) of the last thirty (30) days before the holiday

(c) For purposes of (a) and (b) above, time worked includes absence on vacation **an** Employer-related WCB claim, bereavement leave, paid sick leave,

**STIIP and Union leave and where the employee has returned to work from maternity, adoption or parental leave prior to the paid holiday, such leave.**

**ARTICLE 18 - ANNUAL VACATIONS**

**18.1 Vacation Year**

For the purpose of this Article, the vacation year shall be the twelve (12) ~~month~~ period commencing June 1st and ending May 31st. *"First vacation year"* shall mean the vacation year in which an employee's first anniversary falls.

**18.2 Vacation Entitlement**

(a) A full-time employee is entitled to the number of days of vacation as set out below:

- (1) 1st vacation year: . . . . . 10 days
- (2) 2nd vacation year: . . . . . **10** days
- (3) 3rd vacation year: . . . . . **15** days
- (4) 4th vacation year: . . . . . **15** days
- (5) **5th vacation year and above 15 days and 1 additional day per year to a maximum of 5 additional days.**

(b) Where an employee is granted a vacation pursuant to this Article, and where the employee's regular length of scheduled work day is greater than eight (8) hours per day, the annual vacation entitlement shall be converted to hours on the basis of an eight (8) hour day and deducted accordingly;

(c) A part-time employee is entitled to annual vacation on a pro rata basis.

(d) **Any** part-time employee who has not taken vacation or elected to carry over their vacation ~~shall~~ have them paid out on the **first** payroll in December based on the previous May **31st** year end.

**18.3 First Incomplete Year of Service**

Subject ~~to~~ the provisions of Article 18.5(d) and (e), upon completion of ~~six~~ months of continuous service, an employee may schedule and take five days of vacation prior to May 31st with vacation pay calculated at the rate of four percent (4%) of gross wages earned during the first ~~six~~ (6) months of continuous service. In that case, the employee will be entitled to schedule and take the remaining five (**5**) days vacation in the employee's first vacation year with vacation pay calculated as the difference between four percent (**4%**) of gross wages earned ~~as~~ of May 31st and the vacation pay already paid out under this section.

**18.4 Vacation Pay**

An employee is entitled to vacation pay calculated as a percentage of gross wages earned in the year preceding the vacation year:

- (1) 1st vacation year: . . . . . 4%
- (2) 2nd vacation year: . . . . . 4%
- (3) 3rd vacation **year**: . . . . . 6%
- (4) 4th vacation year: . . . . . 6%
- (5) **5th** vacation year and above . 6% and .2%  
for each additional year ~~to a~~ maximum  
of 8%.



## 18.5 Vacation Scheduling

(a) Except as provided in Article 18.6, vacations must be taken within the vacation year following the year in which the vacation is earned.

(b) An employee earns but is not entitled to receive vacation leave during the first six (6) months of continuous employment.

(c) Subject to operational requirements, the Employer will endeavour to allow as many full-time employees as possible to take their vacation at any time of the year.

(1) In peak work periods, a minimum of one (1) full-time Inspector at each point of assembly take his or her vacation subject to Article 18.5(d) of this Agreement;

(2) Notwithstanding(1) above, during July, August and December a minimum of two (2) Inspectors and at a point of assembly may be away at time.

(d) (1) A preference in selection of vacation time shall be determined at each of the Inspection Centres on the basis of seniority within the Inspection Centre. At head office a preference in selection of vacation time shall be determined by seniority in each department.

(2) An employee shall be entitled to receive his or her vacation in an unbroken period. Employees wishing to split their vacation may exercise their 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 first vacation periods have been selected.

- (e) (1) Vacations schedules will be posted between February 1st and March 1st for the subsequent vacation year.

(2) Employees who do not exercise their seniority rights during this period 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 31st except for vacation to be carried over in accordance with Article 18.6 of this Agreement.

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

#### **18.6 Vacation Carry Over**

(a) An employee may carry over up to five (5) days vacation leave per vacation year **except that such vacation carry over shall not exceed ten (10) days at any time.**

(b) A single vacation period which overlaps the end of a vacation year (May 31st) shall be considered as vacation for the vacation year in which the vacation commenced. The ~~portion~~ of vacation taken subsequent **to but** adjoining May 31st shall not be considered a vacation carry over, nor as a choice for the subsequent vacation year.

**18.7 Call Back From Vacation**

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

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

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

**ARTICLE 19 - TRAINING**

**19.1 Completion of Courses on Company Time**

Employees may be granted reasonable time during the regular work day to complete Employer-approved courses.

**19.2 Reimbursement for Approved Courses**

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

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

### **19.3 Training Away From Regular Assembly Point**

Where the Employer requires employees to take training away from their regular assembly point, the Employer shall provide for all necessary, pre-approved and incurred expenses such as tuition and travel and may provide for other legitimate pre-approved and incurred expenses such as meals and accommodation.

### **19.4 Examinations**

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

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

### **20.1 Bereavement Leave**

(a) In the case of bereavement in the immediate family an employee not on leave of absence without pay shall be entitled to special leave, at his/her regular rate of pay, from the date of death to and including the day of the funeral with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed four (4) work days.

(b) Immediate family is defined as an employee's parent, spouse, child, brother, sister, father-in-law, mother-in-law, and any other relative permanently residing in the

employee's household or with whom the employee permanently resides.

(c) In the event of the death of the employee's grandparents, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, the employee shall be entitled to special leave for one (1) day for the purpose of attending the funeral.

(d) Part-time employees shall be entitled to bereavement leave as outlined above, but such leave shall be without **pay**.

## **20.2 Special Leave**

(a) Where leave from work is required, an employee shall be entitled to special leave at his/her regular rate of pay for the following:

- (1) marriage of the employee . . . . . **3 days;**
- (2) attend wedding of the employee's child 1 day;
- (3) birth or adoption of the  
employee's child . . . . . 1 day;

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

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

**(d) Part-time employees shall be entitled to special leave without pay.**

### 20.3 Family Illness

In the case of illness or hospitalization of the spouse or a dependent child of an employee, and no one at the employee's residence other than the employee can provide for the needs of the ill spouse or child, the employee shall be entitled, after notifying his/her supervisor, to a maximum of two (2) days leave without pay at any one time for this purpose. Proof of illness may be required if a pattern of consistent absences is developing.

### 20.4 Leave for Court Appearances

(a) The Employer shall grant paid leave to full time employees who serve as jurors or witnesses in a court action, provided such court proceeding is not occasioned by the employee's private affairs.

(b) The employee shall advise his/her supervisor as soon as he/she is aware that such leave is required.

### 20.5 General Leave

The Employer may grant leaves of absence without pay to an employee requesting such leave with good and sufficient reason. A request for a leave of absence in excess of one (1) week must be in writing to the Employer who shall reply in writing within ten (10) days of receipt of request. Approval shall not be unreasonably withheld. Requests for leave of absence without pay must satisfy the following conditions:

(a) employees shall lose all seniority if new employment is taken on a leave of absence from the Employer:

(b) the length of the leave of absence must be stated in writing to the Employer;

(c) employees are ineligible to receive weekly indemnity benefits;

(d) other health and welfare benefit coverage shall be continued until the end of the month in which the leave of absence commences. At the employee's option and with the permission of the carrier, other health and welfare benefit coverage may be continued upon the employee tendering premiums **for** the coverage prior to the commencement of the leave of absence.

#### 20.6 Maximum Leave Entitlement

Leaves taken under Articles 20.2 and 20.3 shall not exceed a total **of** forty (40) hours per calendar year, unless additional special leave is approved by the Employer.

#### 20.7 Maternity Leave

(a) An employee is entitled to maternity 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 maternity 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.

## 20.8 Parental Leave

- (a) Upon written request an employee shall be entitled to parental leave of up to twelve **(12)** consecutive weeks without pay.
- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the twelve **(12)** weeks parental leave between them.
- (c) Such written request pursuant to (a) above must be made at least four **(4)** weeks prior to the proposed leave commencement date.
- (d) Leave taken under this clause shall commence:
  - (1) in the case of a mother, immediately following the conclusion of leave taken pursuant to Article 20.7 **or 20.9**;
  - (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.

## 20.9 Adoption Leave

Upon request and with appropriate documentation, an employee is entitled to adoption leave without pay of up to seventeen **(17)** weeks following the adoption of a child.



#### **20.10 Extension of Leaves**

Employees who are entitled to maternity, parental or adoption leave 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.

#### **20.11 Benefits Continuation**

(a) For leaves taken pursuant to Articles 20.7, 20.8, 20.9 and 20.10 the Employer shall maintain existing coverage for medical, extended health, dental, and group life insurance and shall pay the Employer's share of the premiums, **provided the employee provides payment prior to the first day of each month.**

(b) Notwithstanding (a) above, should an employee be deemed to have resigned in accordance with Article 20.12 the Employer will recover monies paid pursuant to this Clause. **It is specifically agreed that the Employer may withhold these monies from any final amounts owing to the employee for wages, holiday pay or other funds owing to the employee.**

#### **20.12 Deemed Resignation**

An employee shall **be** deemed to have resigned **on** the date upon which leave pursuant **to** Articles 20.7, 20.8, 20.9 and 20.10 commenced if he/she does not return to work.

### **20.13 Entitlements Upon Return to Work**

(a) Vacation entitlement shall continue to accrue while an employee is on leave pursuant to Articles 20.7, 20.8 and 20.9 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. Vacation pay shall be calculated pursuant to Article 18.4.

(b) An employee who returns to work after the expiration of maternity, 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 maternity, parental, adoption or extension to such leaves, an employee shall be placed in the employee's former position or in a position of equal rank and basic pay.

### **ARTICLE 21 - OCCUPATIONAL HEALTH AND SAFETY**

#### **21.1 Statutory Compliance**

The Union and the Employer agree **that** they are bound by regulations made pursuant to statutes of the Province of British Columbia pertaining to health and safety of the working environment.

## **21.2 Safety Program**

The Employer shall establish a Safety Committee and schedule monthly meetings with representatives of employees from each district to discuss health and safety matters. The Employer shall maintain a record of the meeting and matters discussed. Copies of the monthly report shall be sent to members of the Labour/Management Committee. Each work site shall be entitled to a Union designated safety representative to report to the Safety Committee and the Employer's Safety Program. Monthly meetings will be scheduled during normal working hours. Whenever a committee member attends during off duty hours, he/she shall be paid at straight time rates. The Union shall appoint five (5) members to the Safety Committee from amongst the safety representatives.

## **21.3 Unsafe Work Conditions**

Where an employee acts in compliance with Section 8.24 of the Worker's Compensation Board Industrial Health and Safety Regulations, the employee shall not be subject to disciplinary action.

## **21.4 Injury Pay Provision**

An employee who is injured on the job during working hours and in the opinion of the First Aid Attendant, is required to leave for treatment or is sent home for such injury by the First Aid Attendant, shall receive payment for the remainder of his or her shift.

## **21.5 Transportation of Accident Victims**

Transportation to, and from if required, the nearest physician or hospital for employees, who in the opinion of the first aid

attendant require initial medical care as a result of an on-the-job accident, shall be at the expense of the Employer.

### **21.6 Investigation of Accidents**

(a) Pursuant to Section 6 of the Workers Compensation Board Industrial Health and Safety Regulations, all accidents requiring medical treatment or serious near misses, shall be investigated jointly by at least one (1) representative designated by the BCGEU and one (1) management representative.

(b) Reports shall be submitted on a mutually-agreed accident investigation **form** and copies sent to:

- (1) Workers' Compensation Board;
- (2) Occupational Health and Safety Committee; and
- (3) Area Office.

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

### **21.7 Industrial First Aid Requirements and Courses**

(a) The Union and the Employer agree that First Aid Regulations made pursuant to the Workers' Compensation Act shall be fully complied with.

(b) Where the Employer requires an employee to perform first aid duties in addition to the **normal** requirements of the job, the cost of obtaining and renewing the required type of 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 a First Aid Certificate and who are designated to act as the First Aid Attendant in addition to their normal job responsibilities, shall receive a First Aid Premium of ~~thirty~~ **thirty** cents (30¢) per hour.

(d) The Employer ~~shall~~ provide and ~~maintain~~ a certified first aid ~~kit~~ **kit** at each ~~point~~ **point** of assembly as required by WCB regulations.

#### **21.8 Unresolved Safety Issues**

Unresolved safety issues may be referred to the Labour/Management Committee for possible resolution. This provision does not limit any right to seek a resolution from the **WCB**.

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

The Employer agrees to comply with regulations made pursuant to **WHMIS**.

### **ARTICLE 22 - ADJUSTMENT PLAN**

Where the Employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees, the parties shall conduct themselves as provided by Section 54 of the Labour Relations Code, as amended from time to time.

## ARTICLE 23 - CONTRACTING

### 23.1 No Contracting Out Which Results in Layoff

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

## ARTICLE 24 - BENEFIT PLANS

### 24.1 Wage Indemnity Plan

(a) The Employer shall provide a 1-3-26 Short Term Illness and Injury Plan which shall include the following:

(1) permanent full-time employees shall be covered by the ~~short~~ Term Illness and Injury Plan upon completion of ~~six~~ (6) months of active service with the Employer:

(2) 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 ~~six~~ (6) months ~~from~~ date of absence.

(b) The Employer agrees to provide six (6) days per year of paid sick leave. The company agrees to pay out to the employee seventy-five percent (75%) of the unused sick days to which the employee is entitled.

(c) Sick days to be paid out on the first payroll of December.

(d) For the purpose of this article, the sick days shall be calculated on the twelve (12) month period commencing June 1st and ending May 31st. Any employee becoming entitled to sick days during the calculation period shall receive a pro rata entitlement.

#### **24.2 Basic Medical Insurance**

All permanent full-time 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 shall pay seventy-five percent (**75%**) of the premium and the employee shall pay twenty-five percent (**25%**) of the premium for coverage of these employees, their spouses and their dependent children, not already covered by another plan. Where other coverage is discontinued, the employee may then choose coverage under the Employer's plan.

#### **24.3 Extended Health Care Plan**

All permanent full-time employees shall be entitled to coverage under the Employer's plan. The Employer shall pay seventy-five percent (75%) of the premium and the employee shall pay twenty-five percent (**25%**) of the premium for coverage for employees, spouses and dependent children.

#### **24.4 Dental Plan**

(a) The Employer shall pay seventy-five percent (**75%**) of the premium and permanent full-time employees shall pay twenty-five (**25%**) of the premium for permanent full-time employees entitled to coverage under a mutually acceptable plan which provides the following coverage for permanent full-time employees, their spouses and their dependent children.

- (1) Part A, 100% coverage • no limits;
- (2) Part B, 50% coverage • no limits;
- (3) Part C, 50% coverage.

(b) A permanent full-time employee is eligible for orthodontic services under Part C after twelve (12) months participation in the Plan. Orthodontic services are subject to a lifetime maximum payment of two thousand dollars (\$2000) per patient.

#### **24.5 Group Life and Accidental Death and Dismemberment**

(a) The Employer shall provide for permanent full-time employees a group life plan with benefits equivalent to an employee's **annual salary: with a minimum of thirty thousand dollars (\$30,000).**

The Employer shall pay seventy-five percent (**75%**) of the premium and the employee will pay twenty-five percent (**25%**) of the premium on the base minimum as set out above and the employee shall pay the premium for any insurance over the base minimum.

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

- (1) loss of both hands or feet • the principal sum;
- (2) loss of sight of both eyes • the principal sum;
- (3) loss of one hand and one foot • the principal sum;
- (4) loss of one hand or one foot and sight of one eye • the principal **sum**;
- (5) loss of one hand or one foot • ½ the principal **sum**;
- (6) loss of sight of one eye • ½ the principal **sum**.



#### **24.6 ~~Health~~ and Welfare**

Permanent part-time employees shall receive ~~fifty-five~~ cents (~~55¢~~) for each straight-time hour worked in lieu of health and welfare benefits.

#### **24.7 Doctor's Certificate of Inability to Work**

(a) The Employer may require an employee who is unable to work because of illness or injury to provide a statement from a qualified medical practitioner. The Employer may also require an employee who is returning to work from illness or injury to provide a statement from a qualified medical practitioner certifying the employee is fit to return to work.

(b) The cost of all medical certificates required by the Employer, or the Employer's carrier, shall be borne by the Employer.

#### **24.8 Medical Examination**

Where the Employer requires an employee to submit to a medical examination or medical interview, it shall be at the Employer's expense and on the Employer's time. The medical examination or medical interview may be conducted by a physician of the Employer's choice.

#### **24.9 Subrogation**

(a) Weekly indemnity benefits will be reduced by all 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. Other disability income benefits will include:

- (1) any amount the absent employee receives from group insurance, wage continuation or pension plan of the Employer;
- (2) any amount of disability income provided by any compulsory act or law, except Unemployment Insurance sickness benefits and WCB benefits;
- (3) any periodic benefit payment from the Canada or Quebec Pension Plan or other social security plan of any country.

(b) 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.

(c) 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 weekly indemnity 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.

#### 24.10 Arrangement of Benefit ~~Plans~~

(a) The Company's proportion of an eligible employee's dental premium shall be increased to seventy-five percent **(75%)**.

(b) **Norman** Redcliffe shall be retained **as** an independent third party **to** review, restructure, and administer the benefits package.

(c) The Company's cost of providing benefits **to** eligible employees will not be increased beyond its aggregate annualized cost immediately prior to the Collective Agreement after giving effect to the increase for dental coverage in paragraph (a).

(d) The Company and the Union agree that the Union **will** be named **as** the **Trustee** for the new benefit program.

#### 24.11 Employer's Liability Limit

The **Union** recognizes and agrees **that** the Employer's obligation and liability with regard to providing the benefit and insurance coverage agreed to in this article is in all events limited to

arranging the underwriting of coverage by insurers and to the internal procedural administration of the plans. The Employer cannot be held liable for refusal by insurers to underwrite any plan, for cancellation of coverage by insurers, or for the rejection of any claim or claims by insurers.

#### 24.12 Employee's ~~Responsibility~~

It is understood and agreed that it is the responsibility of each employee to be ~~familiar~~ with the specific details of coverage and eligibility requirements of all benefit plans and that neither the Union nor the Employer has any direct responsibility for ensuring ~~that~~ all requirements of eligibility or conditions of coverage or entitlement to benefits are made by the employee beyond the obligations specifically stipulated in this Agreement.

#### 24.13 EAP Program

The Employer will implement, ~~and~~ fund, ~~an~~ Employee Assistance ~~Program~~ for all employees.

#### 24.14 Joint Committee

A Joint Committee consisting of representatives of the Union ~~and~~ the Employer ~~shall~~ be established with the objective of ~~making~~ recommendations ~~to~~ reduce employee absenteeism, ~~and~~ failing agreement ~~on~~ recommendations to be implemented within ~~two (2)~~ months of ratification of the Collective Agreement, the matter ~~shall be~~ remitted ~~to~~ Jim Kelly ~~to~~ make binding recommendations ~~to~~ address the problem of employee absenteeism ~~and~~ failure to work their ~~guaranteed~~ hours of work.

ARTICLE 25 - EMPLOYEE EQUIPMENT  
AND CLOTHING

**25.1 Uniforms**

(a) The Employer shall provide and maintain the appropriate uniform or wearing apparel to employees required to wear a uniform or standard form of apparel.

(b) The Employer shall not introduce changes in style of uniforms without prior consultation with the Union.

(c) All issue clothing shall be new wherever possible. If used clothing must be issued, it shall be drycleaned and in good condition. Used footwear shall not be issued at any time. This shall not include outer footwear such as overshoes, etc.

(d) Beginning the first year of this contract, the Company will provide new **uniforms** every three (3) **years**, or such sooner dates as the Company decides in its sole discretion. The Labour/Management Committee **shall** make non-binding recommendations **to** the Company regarding the type, quantity, style and quality of uniforms.

**25.2 Tools**

(a) Employees will not be required to provide work tools or equipment.

(b) The Labour/Management Committee **shall** make non-binding recommendations **to** the Company regarding **tools** and equipment.

**ARTICLE 26 - RATES OF PAY  
AND CLASSIFICATION**

**26.1 Rates of Pay**

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

**26.2 Classifications and *Salary* Assignments**

(a) When a new **or substantially altered** classification covered by this Agreement is introduced, the rate of pay shall be subject **to** negotiations between the Employer and the Union. If the parties are unable to agree, the matter will be referred **to** arbitration, pursuant to Article 9. **In** determining an appropriate rate of pay for the position, the parties and the arbitrator shall compare the new position to existing positions in the bargaining unit with respect **to** the **skill**, effort and responsibility required in the performance of the work and the conditions under which the work is performed.

(b) Upon the new or **substantially altered** position being introduced, an employee may be placed in the position and paid a rate set by the Employer. Upon a rate being established in accordance with the provisions of the collective agreement, the employee will be paid the established rate with adjustment being made to the rate retroactively if necessary.

(c) **The recognized job description for each bargaining unit position shall be the job description presented by the Union.**

(d) It is recognized that there **will** be other duties that the Employer may assign to employees that are not listed in the specific job descriptions. Where the Employer is unable to recruit **sufficient** qualified employees immediately available at the point of assembly. In such **cases**, employees immediately available at the point of assembly, **in** reverse order of seniority at a point of assembly, shall be required to work the assignment.

### 26.3 Pay Days

(a) Employees shall be paid biweekly.

(b) A comprehensive statement detailing all payments, allowances and deductions shall be provided for each pay period.

(c) The Employer and the Union agree that the Employer will direct deposit, without cost **to** the employee, an employee's pay in a participating chartered bank, trust company or credit union of the employee's choice. The Union and the Employer agree that upon commencement of employment, the employee will authorize the direct deposit in writing.

### 26.4 Substitution Pay

(a) Where **an** employee **is** designated to substitute in a higher paying position for more **than an** accumulated one-half ('A) hour during their shift, **he/she** shall be paid the higher rate for the balance of the employee's shift or **a minimum of two (2) hours.**

(b) Substitution to a higher paying position shall be offered to the most senior qualified employee in the appropriate classification at the point of assembly.

#### **26.5 Reporting Pay**

Employees who report for work at the call of the Employer shall be guaranteed a minimum of:

(a) four **(4)** hours pay at the employee's classified straight time rate of pay if the employee commences work; or

(b) two (2) hours pay at the employee's classified straight time rate of pay if the employee does not commence work.

#### **26.6 Pay on Temporary Assignment**

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

### **ARTICLE 27 - PREMIUMS AND ALLOWANCES**

#### **27.1 Notice of Work Schedules**

In the event that a **regularly scheduled** employee's work schedule or shift is changed without three (3) days' advance notice, **(full-timers and those scheduled under 14.3(c)(2))** and the change results from the fault of the Employer, the employee shall receive a premium of **one dollar (\$1.00)** per hour for work performed on the first shift to which he/she was changed.



### **27.2 Exchange of Shifts**

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

### **27.3 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. Vehicle allowances shall be thirty-one cents (31¢) per kilometre.

### **27.4 Meal Allowance**

Employees on travel status away from their headquarters area shall be reimbursed for receipted expenses for meals during the time spent away from headquarters in accordance with the Employer's current policy.

### **27.5 Telephone Allowance**

Employees on travel status who are required to obtain overnight accommodation shall be entitled to claim for one (1) five (5) minute telephone call home to or within British Columbia, for the first night away, and every three (3) consecutive nights away thereafter.

### **27.6 Janitorial Work**

**All employees, shall have the right to refuse to perform janitorial duties without being subject to disciplinary action for so refusing, except where the Employer is unable to recruit sufficient employees on site. In such a case**

employees, in reverse order of seniority, **shall** be required to perform the janitorial duties.

## **ARTICLE 28 - LABOUR/MANAGEMENT COMMITTEE**

### **28.1 Committee**

(a) The Employer and the Union agree to establish a Labour/Management Committee comprised of two (2) Employer designates and two (2) Union Representatives. The Committee shall meet at the request of either party, but not more than once per month at a place and time to be mutually agreed.

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

## **ARTICLE 29 - GENERAL CONDITIONS**

### **29.1 Point of Assembly**

Each employee will be assigned a regular point of assembly, such as **an** inspection centre or office.

### **29.2 Employer Vehicle Use**

**An** employer vehicle will be made available to technicians for reasonable use in the field.

### 29.3 Indemnity

#### (a) Civil Actions

Except where there has been misconduct or flagrant or wilful negligence on the part of an employee, the Employer agrees not to seek indemnity against an employee whose actions result in a judgment against **the** Employer. The Employer agrees to pay any judgment against an employee arising out of the proper performance of his/her duties. So long as no conflict of interest arises between the Employer and the employee, the Employer agrees to provide legal representation for the employee at its expense.

#### (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) 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 or 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) where any investigative body or authority first notifies the employee of investigation or other proceeding which might lead to legal action against the employee;

(3) 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

(4) when the employee receives notice of any legal proceeding of any nature or kind.

#### **29.4 Payroll Deductions**

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

**(b) In the case of an employee who is receipt of Wage Indemnity benefits, Workers' Compensation benefits or who is on unpaid leave of absence, the required amount must be paid prior to the first day of each month.**

#### **29.5 Copies of Agreement**

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

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

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

**COLLECTIVE AGREEMENT**  
**between**  
**ENVIROTEST CANADA**  
**(formerly Ebco-Hamilton Partners)**  
**and the**  
**B.C. GOVERNMENT AND SERVICE**  
**EMPLOYEES' UNION**  
**Effective September 1, 1995 to August 31, 1999**

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

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

**29.6 Cashier Policy**

Employees who perform duties as cashiers shall not be penalized for cash errors, except as provided under the progressive discipline system. Cashiers who do make excessive and too frequent cash errors shall be:

- (a) provided with further training as a cashier; or,
- (b) liable for disciplinary action provided there was no success in (a).



**30.1 Term of Agreement**

This Agreement shall be binding on the parties and shall be effective from the date of ratification until midnight August 31, 1999.

**30.2 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 30, **1999**, but in any event not later than midnight, May 31, **1999**.

(b) Where no notice is given by either party prior to May 31, **1999**, both parties shall be deemed to have given notice under this section on May 31, **1999**.

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

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

(e) Should the province of British Columbia decide or should the Employer decide that its contract for motor vehicle inspection will not be renewed, the obligation to engage in collective bargaining with the Union shall cease for all purposes as of that date.

### **30.3 Agreement to Continue in Force**

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

### **30.4 Changes in Agreement**

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

### **30.5 Limitations**

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

(b) The parties hereto agree that the operation of Section 50(2) and 50(3) of the Labour Relations Code is hereby excluded.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

**John T. Shields  
President**

**Ed Theobald  
General Manager**

**Angelo Mior  
Bargaining Committee**

**Daniel Jennings  
Finance Manager**

**Mark Hillicke  
Bargaining Committee**

**Deborah A. Maynard  
Human Resources Mgr.**

**Guy Pocklington  
Staff Representative**

**Penny Hedges  
Station Manager**

Signed this 20th day of November, 1997.



**APPENDIX A**

**EXCLUSIONS**

General Manager

District Manager

Financial Manager

Public Relations Manager

Engineering and Maintenance Manager

Human Resources Manager

Human Resources Assistant

Systems Manager

Station Manager

**Quality Assurance Manager**

**Manager of Contract Performance**

APPENDIX B - WAGE RATES

Classification	Eff. Sept 1/95	Eff. Sept 1/98	Eff. Sept 1/97	Eff. Sept 1/98	Eff. Jul 1/99
Lar Inspector	\$ 8.00	\$ 8.20	\$ 8.40	\$ 8.50	\$ 9.45
<i>Probation:</i>	10.00	10.20	10.40	10.50	11.45
<i>At 1 year:</i>	10.80	11	11.20	11.30	12
<i>After 2 years:</i>	11.80	12.00	12.20	12.30	13
Clerk IV	13.50	13.70	13.90	14.00	14.95
<i>At 1 year:</i>	14.50	14.70	14.90	15.00	15.95
<i>At 2 years:</i>	15.50	15.70	15.90	16.00	16.95
Clerk III	12.50	12.70	12.90	13.00	13.95
<i>At 1 year:</i>	13.50	13.70	13.90	14.00	14.95
<i>After 1 year:</i>	13.75	13.95	14.15	14.25	15.20
<i>After 2 years:</i>	14.00	14.20	14.40	14.50	15.45
Clerk II	11.50	11.70	11.90	12.00	12.95
<i>Probation:</i>	12.50	12.70	12.90	13.00	13.95
<i>At 1 year:</i>	12.75	12.95	13.15	13.25	14.20
<i>After 1 year:</i>	13.00	13.20	13.40		14.45
<i>At 2 years:</i>		13.40			
<i>At 1 year:</i>		13.70	13.90		14.95
<i>End of 1 year:</i>		13.90	14.10		15.95
<i>After 1 year:</i>		14.15	14.35		16.20
<i>After 2 years:</i>		14.40	14.60		16.45
Payroll I/ Accounting II	13.80	14.00	14.20	14.30	15.25
<i>Probation:</i>	14.80	15.00	15.20	15.30	16.25
<i>End of probation:</i>	15.05	15.25	15.45	15.55	16.50
<i>After 1 year:</i>	15.30	15.50	15.70	15.80	16.75
<i>After 2 years:</i>					
Accounting I	12.80	13.00	13.20	13.30	14.25
<i>Probation:</i>	13.80	14.00	14.20	14.30	15.25
<i>End of probation:</i>	14.05	14.25	14.45	14.55	15.50
<i>After 1 year:</i>	14.30	14.50	14.70	14.80	15.75
<i>After 2 years:</i>					

Classification	Eff. Sept 1/95	Eff. Sept 1/96	Eff. Sept 1/97	Eff. Sept 1/98	Eff. Jul 1/99
Info Line I					
<i>hubation:</i>	10.75	10.95	11.15	11.25	12.20
<i>End of probation:</i>	11.75	11.95	12.15	12.25	13.20
<i>After 1 year:</i>	12.00	12.20	12.40	12.50	13.45
<i>After 2 years:</i>	12.25	12.45	12.65	12.75	13.70
Tech III					
<i>Probation:</i>	16.25	16.45	16.65	16.75	17.70
<i>End of probation:</i>	17.25	17.45	17.65	17.75	18.70
<i>After 1 year:</i>	17.50	17.70	17.90	18.00	18.95
<i>After 2 years:</i>	17.75	17.95	18.15	18.25	19.20
Tech II					
<i>Probation:</i>	15.25	15.45	15.65	15.75	16.70
<i>End of probation:</i>	16.25	16.45	16.65	16.75	17.70
<i>After 1 year:</i>	16.50	16.70	16.90	17.00	17.95
<i>After 2 years:</i>	16.75	16.95	17.15	17.25	18.20
Tech I					
<i>Probation:</i>	14.25	14.45	14.65	14.75	15.70
<i>End of probation:</i>	15.25	15.45	15.65	15.75	16.70
<i>After 1 year:</i>	15.50	15.70	15.90	16.00	16.95
<i>After 2 years:</i>	15.75	15.95	16.15	16.25	17.20
Assistant Manager					
<i>Probation:</i>	12.50	12.70	12.90	13.00	13.95
<i>End of probation:</i>	13.50	13.70	13.90	14.00	14.95
<i>After 1 year:</i>	13.75	13.95	14.15	14.25	15.20
<i>After 2 years:</i>	14.00	14.20	14.40	14.50	15.45
Mach. Tech II					
<i>Probation:</i>	13.25	13.45	13.65	13.75	14.70
<i>End of probation:</i>	14.25	14.45	14.65	14.75	15.70
<i>After 1 year:</i>	14.50	14.70	14.90	15.00	15.95
<i>After 2 years:</i>	14.75	14.95	15.15	15.25	16.20
Mech. Tech I					
<i>Probation:</i>	12.25	12.45	12.65	12.75	13.70
<i>End of probation:</i>	13.25	13.45	13.65	13.75	14.70
<i>After 1 year:</i>	13.50	13.70	13.90	14.00	14.95
<i>After 2 years:</i>	13.75	13.95	14.15	14.25	15.20

September 1st. Employees who were hired into a classification after July 5, 1993, will have an anniversary date of their hire. Wage increase will occur on each employee's anniversary date.

**RETROACTIVITY** - Employees will receive fifty-five cents (55¢) for each hour worked from September 1, 1995, to August 16, 1996.

**MEMORANDUM OF UNDERSTANDING #1  
INSPECTION CENTRES**

**A.**

1. The minimum number of full-time positions for each Inspection Centre shall be:
  - (a) an Assistant Manager;
  - (b) two (2) Lane Inspectors for each lane in the Inspection Centre.
2. The Employer has the right to schedule part-time employees to work at each of its Inspection Centres.
3.
  - (a) The Employer will assign weekly blocks of **shifts** in order of seniority to part-time employees in the Inspector classification at each Inspection Centre. The most senior part-time employee **shall** be scheduled for the weekly block of shifts containing the greatest number of hours.
  - (b) Where additional work becomes available on a daily basis, it shall be offered to employees either:
    - (i) available at the Inspection Centre in order of seniority, providing it does not result in overtime; or.
    - (ii) where the work is not offered to employees at the Centre, it shall be offered to employees off site in order of seniority at the Inspection Centre.

(c) Part-time employees who have restricted their availability at their time of hue ("restricted employee") are entitled to maintain such restriction. Restricted employees will be scheduled according to their seniority along with all other employees. In the event their scheduling conflicts with their declared restriction, restricted employees shall then be scheduled, after initial scheduling, according to their seniority.

4. Nothing in this Memorandum of Understanding shall preclude the Employer ~~from~~ laying off employees in accordance with the provisions of Article 13 if there is insufficient work to maintain this level of full time employment.
5. Where one of the full-time positions referred to in this Memorandum becomes vacant and there is sufficient work available for the position to be filled, the Employer will post the vacancy in accordance with the provisions of Article 12 of the Collective Agreement.
6. An employee who can demonstrate an assurance of full time employment at time of hire shall have his/her name added to the list. Such claims shall be made within thirty (30) days of ratification of the agreement and will only apply to those employees hired in 1992.

**B.**

Upon ratification of the Collective Agreement, the Employer agrees to provide a full time position as a Lane Inspector at the

Inspection Centre noted to the employees whose names are listed below.

Name	Station
Bobby Chaukiy	01
Jeff Gidinski	01
Barbara Remple	01
Dale Sundquist	02
Kevin Douglas	03
Mark Hillicke	03
Dave McNeil	06
Chris Miller	09
Sam Hamm	09
Dave Dimen	09
Rajinder Dhatt	04
Ben Lau	04
Parish Barabana	12
Darren MacLellan	12
Susan Hawryluk	12

These positions are not in addition to **A.** above. If an employee declines to transfer to the full time position, the Employer shall:

1. Canvass other full time employees at the respective Inspection Centre to determine if any such employee will accept a voluntary transfer to the available position:
2. Where there are no full time employees willing to accept the voluntary transfer and there is a position available pursuant to **A** above, such position shall be posted in all work locations, indicating the Inspection Centre.

**This** Memorandum of Understanding shall be in force and effect for the **term** of the Collective Agreement between the parties.

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

**John T. Shields**  
**President**

**Ed Theobald**  
**General Manager**

**Angelo Mior**  
**Bargaining Committee**

**Daniel Jennings**  
**Finance Manager**

**Mark Hillicke**  
**Bargaining Committee**

**Deborah A. Maynard**  
**Human Resources Mgr.**

**Guy Pocklington**  
**Staff Representative**

**Penny Hedges**  
**Station Manager**

Signed this 20th day of November, 1997.

**MEMORANDUM OF UNDERSTANDING #2  
PERMANENT PART-TIME POSITIONS**

1. The parties agree that the part-time employees whose names are set out below shall be scheduled to work a minimum number of hours per week as set out below.
2. The Employer is not required to schedule the part-time employees whose names are set out below to work more than the number of hours per week as set out below.
3. It is expressly understood that the part-time employees whose names are set out below are subject to layoff and recall in accordance with the provisions of Article 13 of the Collective Agreement.
4. An employee whose name is set out below shall, within thirty (30) days of ratification of the Collective Agreement, be entitled to seniority for the period from date of hire to date of ratification based on Option 1 or Option 2, whichever calculation produces greater seniority:

Option 1: Hours worked from date of hire to date of ratification:

**OR**

Option 2: Guaranteed hours per week times number of weeks between date of hire and date of ratification.

<b>Employee</b>	<b>Hours</b>	<b>Station</b>
<b>T. Borchert</b>	<b>24</b>	<b>01</b>
<b>Chris Spiteri</b>	<b>20</b>	<b>03</b>
<b>Judy Mather</b>	<b>24</b>	<b>03</b>
<b>John Moffat</b>	<b>27</b>	<b>03</b>



Employee	Hours	Station
Chris Parsons		
Kanwal Gill		
Debbie Massey	20	06
C. Watts	25	06
Verna Nugent	35	07
Jody Buranchenski	30	07
Chuck Angel	32	07
Sean Trimble	35	07
Peter Newman	20	07
Jan Vitkay	25	10
Noel Miller	24	10
Malanie Boyle		
Simon Loy		
N. Jones	27	11
L. Govey	24	11
C. Roy	24	11

5. An employee shall be entitled to have his/her name removed from the list.
  
6. An employee who can demonstrate an assurance of part-time employment at time of hire shall have his/her name added to the list. Such claims shall be made with thirty (30) days of ratification of the agreement and will only apply to those employees hired in 1992.

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

**John T. Shields**  
**President**

**Ed Theobald**  
**General Manager**

**Angelo Mior**  
**Bargaining Committee**

**Daniel Jennings**  
**Finance ~~Manager~~**

**Mark Hillicke**  
**Bargaining Committee**

**Deborah A. Maynard**  
**Human Resources Mgr.**

**Guy Pocklington**  
**Staff Representative**

**Penny Hedges**  
**Station Manager**

Signed this 20th day of November, 1997.

**LETTER OF UNDERSTANDING #3**  
**RE: PARKAS**

The Employer agrees to issue a parka to all employees for their use at work during the 1993-1994 winter season. Such parka shall either be new or drycleaned and in good condition upon issue, to the employee. An employee who leaves the employment of the Employer shall be required to return the parka which will only be reissued to another employee if it is in good condition and after being drycleaned.

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

John T. Shields  
Resident

Ed Theobald  
General Manager

Angelo Mior  
Bargaining Committee

Daniel Jennings  
Finance Manager

Mark Hillicke  
Bargaining Committee

Deborah A. Maynard  
Human Resources Mgr.

Guy Pocklington  
~~Staff~~ Representative

Penny Hedges  
Station Manager

Signed this 20th day of November, 1997.

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