

COLLECTIVE AGREEMENT

between the

**PEACE COUNTRY MAINTENANCE (NORTH) LIMITED
(Contract Area 28)**

and the

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

Effective from February 15, 1997 to February 14, 2000

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DEFINITIONS

For the purpose of this Agreement:

- (1) "*Bargaining unit*" means all employees of the maintenance contractor except those excluded by mutual agreement between the Parties to this Agreement. If mutual agreement cannot be reached either Party may refer the matter to Arbitration.
 - (2) "*Bargaining unit work*" means all work and contracting work performed by the Employer and all road and bridge maintenance work required by the Province of B.C.
 - (3) "*Basic pay*" means the rate of pay negotiated by the Parties to this Agreement, including add-to-pay resulting from salary protection.
 - (4) "*Child*" wherever the word "child" is used in this Agreement, it shall be deemed to include a ward of the Superintendent of Family and Child Services, or a child of a spouse.
 - (5) "*Classification Series*" is a grouping of similar occupations performing a variety of semi-skilled and skilled duties.
 - (6) "*Contract Area*" is that area within the boundaries of contract Area 28.
 - (7) "*Day of rest*", in relation to employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties of his/her position.
 - (8) "*Demotion*" means a change from an employee's position to one with a lower salary.
 - (9) "*Employee*" means a member of the bargaining unit and includes;
 - (a) "*Regular*" - meaning an employee who is employed for work which is of a continuous full-time or continuous part-time nature;
 - (b) "*Auxiliary*" meaning an employee who is employed for work which is not of a continuous nature, such as;
 - (1) seasonal positions
 - (2) temporary positions required on an as and when basis.
- "*Employee*" does not include managerial or confidential positions mutually excluded by the Parties to this Agreement.
- (10) "*Employer*" means the incumbent highways maintenance contractor.
 - (11) "*Holiday*" means the twenty-four (24) hour period commencing at 0001 hours of a day designated as a paid holiday in this Agreement;
 - (12) "*Hours of operation*" are the hours established by the Employer to provide adequate service to the public and to fulfil the terms of their contract with the B.C. Government;
 - (13) "*Hours travelled*" means hours spent travelling from point to point on an hourly or daily basis laid down by the Employer and does not include meal breaks, lodging time, or time spent other than travelling;
 - (14) "*Lateral transfer*" or "*Transfer*" means the movement of an employee from one position to another which does not constitute a promotion or demotion.

- (15) "*Layoff*" includes a cessation of employment, or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, a reorganization, program termination or other material change in organization, and where, should work become available, employees will be recalled in accordance with Article 13 or 31.
- (16) "*Leave of absence with pay*" means to be absent from duty with permission and with pay;
- (17) "*Leave of absence without pay*" means to be absent from duty with permission but without pay.
- (18) "*Merit*" pursuant to Article 12.8, means the education, skills knowledge and experience required to carry out the duties of the position.
- (19) "*Point of Assembly*" means that location where an employee regularly reports for work assignments within his/her seniority block.
- (20) "*Probation*" means the first three (3) months of employment in his/her initial position.
- (21) "*Promotion*" means a change from an employee's position to one with a higher salary level.
- (22) "*Qualified*" means that the employee meets the minimum requirements of the classification.
- (23) "*Relocation*" means the movement of an employee from one seniority block or their regular point of assembly to another.
- (24) "*Resignation*" means a voluntary notice by the employee that he/she is terminating his/her service on the date specified.
- (25) "*Rest period*" is a paid interval which is included in the work day and is intended to give the employee an opportunity to have refreshments or a rest.
- (26) "*Seniority block*" means that geographic area in which an employee earns and maintains seniority.
- (27) "*Shift*" means the period of scheduled straight-time working hours on a scheduled work day where the hours scheduled are consecutive except for the meal period.
- (28) "*Steward*" means the Union's representative at the local level who is an employee of the Employer and who shall perform duties in accordance with the Collective Agreement.
- (29) "*Spouse*" includes husband, wife and common-law spouse.
- (30) "*Termination*" is the separation of an employee from his/her employment.
- (31) "*Temporary Assignment*" for the purposes of Article 13.4 temporary assignment shall be defined as a work assignment(s) of twenty (20) days or less in a calendar year or longer if by mutual agreement.
- (32) "*Travel status*" with respect to an employee means absence of the employee from his/her seniority block on the Employer's business with the approval of the Employer, but will not apply to employees who return on the same day.
- (33) "*Union*" means the B.C. Government and Service Employees' Union.
- (34) "*Workday*" is a period of twenty-four (24) consecutive hours commencing with the starting time of any shift. For the purpose of calculating compensatory overtime rates only, the time worked prior to, but adjoining to, a shift shall be deemed as time worked after a shift.
- (35) "*Work group*" is a crew or number of crews which work from a common point of assembly and perform work of a similar nature in a defined seniority block (i.e: road crew, bridge crew, mechanical crew, etc.) Where more than one (1) group works from a common point of assembly the work groups will be named by the Employer.

(36) *"Work schedule"* means the roster of work hours and days and shift patterns to meet the annual hours of work.

ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union.

The Parties to this Agreement share a desire to improve the quality of road and bridge maintenance for the travelling public. Accordingly, they are determined to establish, within the framework provided by the law, an effective working relationship at all levels of road and bridge maintenance in which members of the bargaining unit are employed.

1.2 Future Legislation

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

1.3 Conflict With Policy

In the event that there is a conflict between the contents of this Agreement and any policy made by the Employer, or on behalf of the Employer, this Agreement shall take precedence over the said policy.

1.4 Singular and Plural/Gender

Wherever the singular is used in this Agreement the same shall be construed as meaning the plural if the context requires unless otherwise specifically stated and where the male pronoun is used, it shall be deemed to include the female pronoun or vice versa except Articles 21.1 and 22.11(c).

1.5 Harassment

(a) The Union and the Employer recognize the right of employees to work in an environment free from all forms of personal harassment. Harassment includes, but is not limited to, sex, race, religion, colour, marital status, sexual orientation, family status, and disability.

(b) Personal harassment takes place when a person who supervises or is in a position of authority exercises that authority in a manner which serves no legitimate work purpose and which ought reasonably be known to be inappropriate.

Personal harassment does not include action occasioned through the exercise, in good faith, of the Employer's managerial/supervisory rights and responsibilities.

(c) If there is an allegation of personal harassment, the employee will inform the President of the Company, in writing, and request assistance resolving the issue within thirty (30) days of the alleged occurrence. The President's designate will investigate the allegation and take steps to resolve the concern as appropriate within thirty (30) days of the issue being raised by the employee. The President's designate will discuss the proposed resolution with the employee. The employee shall have the right to have a steward present during these discussions.

If the proposed resolution is unacceptable to the employee, the employee may proceed as outlined in (d) below.

(d) Complaints respecting personal harassment, will be filed at Step 2 of the grievance procedure.

1.6 Human Rights/Employment Standards Act

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

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.1 Bargaining Unit Defined

- (a) The bargaining unit shall comprise all employees included in the bargaining unit as defined in this Agreement except those employees in positions mutually agreed-to between the Parties as managerial and (or) confidential exclusions.
- (b) The guidelines to be considered in negotiating exclusions shall be:
 - (1) position incumbents employed in a confidential capacity in matters relating to labour relations;
 - (2) a sufficient number of position incumbents to represent management in matters relating to labour relations taking into account both operational and geographical considerations.
 - (3) a sufficient number of position incumbents to represent management in matters relating to labour relations taking into account both operational and geographical considerations.
- (c) Incumbents of new positions established by the Employer shall automatically be included in the bargaining unit unless specifically excluded by mutual agreement.
- (d) Positions excluded by this Agreement shall be described in Appendix 6 - "*Excluded Personnel*".

2.2 Bargaining Agent Recognition

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

2.3 Correspondence

- (a) The Employer agrees that all correspondence between the Employer and the Union related to matters covered by this Agreement shall be sent to the President of the Union or his/her designate.
- (b) The Union agrees that all correspondence between the Union and the Employer related to matters covered by this Agreement shall be sent to the President of the Company or his/her designate.
- (c) The Parties agree that a copy of any correspondence between one Party and any employee in the bargaining unit covered by this Agreement pertaining to the interpretation of this Agreement shall be forwarded to the other Party's appropriate designate.

2.4 No Other Agreement

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

2.5 No Discrimination for Union Activity

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

2.6 Recognition and Rights of Stewards

- (a) The Employer recognizes the Union's right to elect stewards and a chief steward to represent employees. The Employer and the Union will agree on the number of stewards, taking into account both operational and geographic considerations. All stewards shall be employees of the Company.

- (b) The Union agrees to provide the Employer with a list of the employees designated as stewards for each jurisdictional area.
- (c) A steward, or his/her alternate, shall obtain the permission of his/her immediate supervisor before leaving his/her work to perform his/her duties as a steward. Leave for this purpose shall be with pay. Such permission shall not be unreasonably withheld. On resuming his/her normal duties, the steward shall notify his/her supervisor.
- (d) The duties of stewards shall include:
- (1) investigation of complaints of an urgent nature;
 - (2) investigation of grievances and assisting any employee in presenting a grievance in accordance with the grievance procedure;
 - (3) supervision of ballot boxes and other related functions during union votes;
 - (4) attending meetings at the request of the Employer.
- (e) Subject to a recognized lack of other facilities, the Employer will not unreasonably withhold approval to utilize Employer assembly rooms for the purpose of the election of a Union steward on the employee's time. This clause is subject to the availability of a suitable employee, who shall accept responsibility for the care of equipment and facilities in the place of work while the election is being conducted.
- (f) The Employer agrees to allow Union stewards reasonable use of the Employer's telephone or facsimile facilities in order to carry out his/her duties pursuant to Article 2.6 of this Agreement. It is understood that such use will necessitate no additional cost to the Employer.

2.7 Union Bulletin Boards

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

2.8 Union Insignia

- (a) A Union member shall have the right to wear or display the recognized insignia of the Union. The Union agrees to furnish to the Employer at least one Union shop card, for each of the Employer's places of operation covered by this Agreement, to be displayed on the premises. Such card will remain the property of the Union and shall be surrendered upon demand.
- (b) The recognized insignia of the Union shall include the designation "BCGEU". This designation shall, at the employee's option, be placed on stenography typed by a member of the Union. This designation shall be placed below the signatory initials on typewritten correspondence.
- (c) Pursuant to Article 2.8 of this Agreement, the Union insignia shall be displayed in mutually-agreeable, prominent positions on all mobile equipment operated by employees covered by this Agreement. The Union shall supply and, wherever necessary, replace such emblems of mutually-agreeable size and type.

2.9 Right to Refuse to Cross Picket Lines

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

2.10 Time Off for Union Business

- (a) Leave of absence without current pay and without loss of seniority, shall be granted by the Employer:
- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;

- (2) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their general work area;
 - (3) for employees who are representatives of the Union on a bargaining committee to attend meetings of the bargaining committee;
 - (4) to employees called by the Union to appear as witnesses before an arbitration board, or the Labour Relations Board;
 - (5) to employees designated to sit as an observer on a selection panel in accordance with Article 12.8.
- (b) *Chief Stewards* - Leave of absence with current pay, benefits and without loss of seniority will be granted to one (1) chief steward for up to a combined maximum total of six (6) days per year to deal with Collective Agreement related problems on the work sites within the contract area. Further leaves will be granted as required as per Clause 2.10(a)(2).
- (c) To facilitate the administration of this clause when leave without pay is granted, the leave shall be given with current pay, and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred. Leave of absence granted under this clause shall include sufficient travel time. The Union shall provide the Employer with reasonable notice prior to the commencement of leave under this clause. It is understood that employees granted leave of absence pursuant to this clause shall receive their regular rates of pay while on leave of absence with pay. The Employer agrees that any of the above leaves of absences shall not be unreasonably withheld.
- (d) *With pay* - leave of absence with current pay, and without loss of seniority will be granted to three (3) employees who are representatives of the Union on the Union's bargaining committee to carry on negotiations with the Employer, including travel time if required.

2.11 Office Use/Union Representatives

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

Members of the Union staff shall notify the excluded designated supervisory official in advance of their intention and their purpose for entering and shall not interfere with the operation of the Employer.

- (b) The Employer shall make available to Union representatives, temporary use of an office or similar facility to conduct confidential investigation of grievances.
- (c) Union representatives include the President, staff, stewards and executive members.
- (d) The Employer shall allow reasonable use of assembly rooms or similar facilities for the purpose of conducting Union meetings on the employee's time. Union representatives shall be allowed reasonable use of the Employer's telephone and facsimile machines for the purpose of conducting Union business on the employee's time, provided it does not result in any additional cost to the Employer.

2.12 Emergency Services

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

2.13 No Interruption of Work

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

ARTICLE 3 - UNION SECURITY

- (a) All employees in the bargaining unit who on February 15, 1992, were members of the Union or thereafter become members of the Union shall, as a condition of continued employment, maintain such membership (subject only to Section 17 of the Labour Relations Code).

(b) All employees hired on or after February 15, 1992, shall, as a condition of continued employment, become members of the Union, and maintain such membership, upon completion of thirty (30) days as an employee (subject only to Section 17 of the Labour Relations Code).

ARTICLE 4 - CHECK-OFF OF UNION DUES

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

(b) The Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and (or) Bylaws and owing by the employee to the Union.

(c) Deductions shall be made for each biweekly payroll period and membership dues or payments in lieu thereof shall be considered as owing in the period for which they are so deducted.

(d) All deductions shall be remitted to the President of the Union not later than twenty-eight (28) days after the date of deduction and the Employer shall also provide the following information by Contract Area, on a computer disc in ASCII format or by electronic transfer:

- (1) Social Insurance Number;
- (2) surname, first name and;
- (3) sex;
- (4) address;
- (5) total of basic, overtime and substitution pay;
- (6) monthly dues.

(e) Before the Employer is obliged to deduct any amount under Clause 4(a) or (b) above, the Union must advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.

(f) From the date of the signing of this Agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other moneys deducted by the Employer from the pay of the employees in the bargaining unit.

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

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

ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. A new employee shall be advised of the name and location of his/her steward. Whenever the steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce him/her to his/her steward, who will provide the employee with a copy of the Collective Agreement. The Employer agrees that a Union steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for fifteen (15) minutes sometime during the first thirty (30) days of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Employer and the Union.

ARTICLE 6 - EMPLOYER'S RIGHTS

6.1 Employer Recognition

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

6.2 Bargaining Unit Work

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

In emergency situations where bargaining unit personnel are not immediately available, and for monitoring training and instruction.

ARTICLE 7 - EMPLOYER-UNION RELATIONS

7.1 Union and Employer Representation

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

7.2 Technical Information

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

7.3 Labour/Management Committee

- (a) The Employer and the Union agree to establish a Labour/Management Committee comprised of an equal number of Employer and Union representatives. The Committee shall meet at the request of either Party, but not more than once per month, at a place and time to be mutually agreed.
- (b) The Committee shall be co-chaired by an Employer and Union representative. The purpose of the meetings shall be to exchange information of mutual interest, to review administrative matters arising from this Agreement, and to maintain effective Union/Employer relations. Any discussions of grievances, as defined by this Agreement, shall be treated strictly on a "without prejudice" basis.
- (c) The Committee will be responsible for making recommendations regarding employee training designed to enhance the existing skill base of employees while increasing an employees' suitability for promotional opportunities.
- (d) The Joint Labour Management Committee Union representatives shall be the Union bargaining committee or designate(s) and the local Union area staff representative or designate.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.1 Grievances

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

8.2 Step 1

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

8.3 Step 2

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

8.4 Time Limit to Submit to Arbitration

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

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

8.5 Policy Grievance

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

8.6 Suspension or Dismissal

In the event of a grievance arising from an employee's suspension or dismissal for just cause, the Employer agrees to notify the employee in writing setting out the grounds for the Employer's action. A copy of the notice will be sent to the Union's designate. Grievances arising from suspension or dismissal shall be filed at Step 2 of the grievance procedure.

8.7 Time Limits

Should either Party exceed the time limits set out in this Article, or fail to request an extension of the time limits, in writing, within the time limits, the Party exceeding the time limits must concede the grievance. If a grievance is not initiated in accordance with the prescribed time limits, such grievance shall be deemed to be abandoned by the Union. However, the Union will not be deemed to have prejudiced its position on any future grievance.

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

8.8 Administrative Provisions

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

8.9 Technical Objections

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

8.10 Deviation from Grievance Process

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

ARTICLE 9 - ARBITRATION

9.1 Notification

Pursuant to Articles 8.4, 8.5, and 8.6, the Union's Area Staff Representative may submit a grievance to arbitration. Such submission shall be filed within twenty-one (21) days of the date of receipt of the Employer's Step 2 response, or within twenty-one (21) days of the date it was due, or within twenty-one (21) days of the alleged violation.

9.2 Pre-Arbitration Meeting

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

- Stephen Kelleher
- Marguerite Jackson
- Robert Blasina
- Ron Keras

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

9.3 Decision of the Arbitrator

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

9.4 Time Limit for Decision

An arbitrator shall render a written decision to the Parties within thirty (30) calendar days of the date the arbitration hearing is concluded. This time period may be altered by consent of the Parties. Pursuant to this clause, an arbitrator shall agree to the terms and conditions as set out in Appendix 7, Arbitrator's Agreement.

9.5 Costs

The Parties to this Agreement shall jointly bear the cost of the arbitrator and each of the Parties shall bear the cost of its own representatives and witnesses.

9.6 Expedited Arbitration

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

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

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

(b) Should Section 105 not be available to the Parties, an arbitrator shall be selected on a rotational basis from the list contained in Article 9.2. Should none of the arbitrators be available to convene a hearing within thirty (30) days period then the Parties may by mutual agreement select an alternative arbitrator.

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

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

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

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

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

9.7 Amending Time Limits

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

ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE

10.1 Burden of Proof

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

10.2 Right to Steward

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

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

(c) Where contacting a steward or Union representative referred to in (a) or (b) above would result in an undue delay, an employee may request an alternate steward or representative attend meetings which may be the basis of disciplinary action.

10.3 Right to Grieve Other Disciplinary Action

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports or employee appraisals. An employee shall be given a copy of and shall sign acknowledging receipt of any such document placed on the employee's file which might be the basis of disciplinary action. Where the employee refuses to sign such document, the steward is authorized to acknowledge that the employee was made aware of it. Should an employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance

procedure and the eventual resolution thereof shall become part of his/her personnel record. The Employer agrees not to introduce as evidence in any hearing, any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

10.4 Dismissal

The Employer may dismiss any employee for just cause. Notice of dismissal shall be in writing and shall set forth the reasons for dismissal.

10.5 Suspension

The General Manager, or any official specifically authorized by the General Manager, may suspend an employee for just cause. Notice of suspension shall be in writing and shall set forth the reasons for suspension. Suspensions in excess of one (1) day will be reviewed by an excluded supervisor.

10.6 Dismissal and Suspension Grievance

In the event of a grievance arising from an employee's suspension or dismissal, the Employer agrees to notify the employee, in writing, setting out the grounds for the Employer's action. A copy of the notice will be sent to the Union's designate within five (5) calendar days. Grievances arising from suspension or dismissal shall be filed at Step 2 of the grievance procedure within twenty-one (21) days of the suspension or dismissal.

10.7 Probationary Period

- (a) Each new employee shall serve a probationary period of three (3) calendar months from date of hire during which time the Employer shall assess suitability for continued employment.
- (b) The Employer, during the probationary period may release the employee for unsuitability for continued employment providing the factors involved in suitability could reasonably be expected to affect work performance.
- (c) Where an employee feels he/she has been aggrieved by the decision of the Employer to reject the employee during the probationary period, the employee may file a grievance at Step 2 of the grievance procedure within twenty-one (21) days of the date upon which the employee was notified of their rejection on probation.

10.8 Personnel File

An employee, or the President of the Union or his/her designate, with the written authority of the employee, shall be entitled to review the employee's personnel file(s), both paper and, if applicable, electronic, in the office in which the file is normally kept. The employee or the President, as the case may be shall give the Employer adequate notice prior to having access to such file(s). Written censures, letters of reprimand, adverse reports or any disciplinary action recorded on an employee's personnel file shall be removed automatically after the expiration of eighteen (18) months from the date it was issued provided there has not been a further similar infraction.

10.9 Abandonment of Position

An employee who fails to report for duty for five (5) consecutive work days without informing the Employer of the reason for his/her absence will be presumed to have abandoned his/her position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not having informed the Employer.

10.10 Administration of Discipline

Formal discipline such as letters of suspension and letters of dismissal shall be administered by excluded personnel. Written censures and situations which require immediate attention will be handled by the local supervisor whether excluded or not.

ARTICLE 11 - SENIORITY**11.1 Service Seniority Defined**

- (a) Service seniority for regular employees shall be defined as the length of regular unbroken service with the Employer and shall include:
- (1) unbroken service as a regular employee with previous contractors in Contract Area 28 provided they accepted regular employment with successive contractors in Contract Area 28; and
 - (2) unbroken service as a regular employee with the Ministry of Transportation and Highways provided they accepted regular employment with the successive contractor in Contract Area 28.
- (b) For the purpose of layoff and recall, an auxiliary employee who has worked in excess of thirty (30) work days shall accumulate service seniority within a work group on the basis of the total number of straight-time hours worked with the Employer. Accumulated straight-time hours worked with previous contractors in Contract Area 28 will be included provided they accepted auxiliary employment with successive contractors in Contract Area 28.
- (c) When two (2) or more employees have the same start date their relative seniority will be determined by chance.

11.2 Seniority Lists

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

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

11.3 Loss of Seniority for a Regular Employee

- (a) A regular employee shall lose his/her seniority in the event that:
- (1) he is discharged for cause;
 - (2) he resigns or abandons his/her position;
 - (3) accepts a position with the Employer which is outside the bargaining unit, except for temporary appointments for less than forty-five (45) working days. This period may be extended by mutual agreement between the Parties. During this period an employee will continue to pay Union dues at his/her old rate and remain a member of the bargaining unit;
 - (4) accepts a severance payment in accordance with Article 13;
 - (5) performs no work for the Employer for a period of twelve (12) consecutive months from the last date of work.
- (b) A regular employee on leave of absence without pay, other than leave of absence for an elected or appointed position in the Union, or leave granted under Article 21, shall not accrue seniority for leave periods over thirty (30) calendar days.
- (c) A regular employee on a claim recognized by the Workers' Compensation Board or ICBC shall be credited with service seniority equivalent to what he would have earned had he not been absent and had been able to work.

11.4 Loss of Seniority for an Auxiliary Employee

- (a) An auxiliary employee shall lose his/her seniority in the event that:

- (1) he/she is terminated for cause;
- (2) he/she voluntarily terminates or abandons his/her position;
- (3) he/she is not recalled for a work assignment in a nine (9) month period;
- (4) he/she is unavailable for or declines three (3) offers of re-employment in a one (1) calendar year period.

11.5 Re-employment

A regular employee who resigns his/her position and within sixty (60) days is re-employed as a regular employee shall be granted leave of absence without pay covering those days absent and shall retain, effective the date of re-employment, all provisions and rights in relation to seniority and other fringe benefits, provided he/she has not withdrawn his/her pension contributions.

11.6 Bridging of Service

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

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

ARTICLE 12 - PROMOTIONS, VACANCIES AND JOB POSTINGS

12.1 Job Posting Information

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

12.2 Filling of Regular Vacancies

When a vacancy for a regular position or a new position occurs and is required to be posted pursuant to Article 24.1, it shall be posted within a seniority block for fourteen (14) calendar days and shall be offered to applicants in the following sequence:

- (a) senior qualified regular employee in the classification series in the seniority block;
- (b) senior qualified regular employee in another classification series in the seniority block;
- (c) senior qualified regular employee in the classification series in other seniority block;
- (d) senior qualified regular employee in another series in other seniority block;
- (e) senior qualified auxiliary employee within the seniority block;
- (f) senior qualified auxiliary employee in another seniority block.

The Employer agrees to fill vacancies or new positions within thirty (30) days except in the case of vacancies resulting from a promotion or transfer, in which case they shall be posted after the trial period has elapsed.

12.3 Notification of Unsuccessful Applicants and Grievance Process

- (a) Unsuccessful applicants to positions will be notified of the name and classification of the successful applicant. An unsuccessful candidate may request an explanation from the supervisor by telephone of the reasons why he/she was unsuccessful, and receive an oral explanation. If a candidate wishes the reasons in writing, his/her request must be in writing to the supervisor. Within five (5) calendar days of receipt of the employee request, the supervisor will reply to the employee. Where no written requests have been received by the supervisor within fourteen (14) calendar days of the date of the notice being sent to the Union pursuant to Article 12.4, the successful applicant shall be awarded the position.
- (b) Grievances must be filed at Step 2 within seven (7) calendar days of receipt of the Supervisor's reply. Where a grievance has been filed, no permanent placement shall take place until the grievance has been resolved. The Employer may temporarily award the position subject to the resolution of any grievance.

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 have his/her travelling, accommodation and meal expenses paid.

12.5 Trial Period

Where a bargaining unit employee is promoted, he/she will be placed on trial for a three (3) calendar month period, and upon satisfactory completion of the trial period will be confirmed in the position in writing by the Employer. If an employee is unable to perform the duties of the new position, he/she will be returned to the former position held. Any other employee(s) transferred or promoted as a result of the original job posting will also be returned to their former status.

12.6 Filling of Temporary Vacancies

- (a) If the present number of regular employees is less than the Core Group, the Employer shall fill vacancies of a temporary nature created as a result of a regular employee using any provision of this Collective Agreement (with the exception of annual vacation or CTO), which results in an absence which exceeds thirty (30) calendar days.
- (b) Where a temporary vacancy occurs pursuant to Clause 12.7(a) above, the Employer shall on the twenty-ninth (29) day offer the position to employees within the seniority block as follows:
- (1) senior qualified regular employee in the classification series;
 - (2) senior qualified auxiliary employee.
- (c) Where subsequent vacancies are created as a result of Clause 12.7(b), the Employer agrees to fill those vacancies immediately and shall offer those positions to employees within the seniority block as follows:
- (1) senior qualified regular employee in the classification series;
 - (2) senior qualified auxiliary employee.
- (d) It is understood that employees who fill vacancies temporarily shall return to their former position and status should the employee referred to in Clause 12.7(a) return to their regular position.
- (e) Vacancies created as a result of a regular employees absence on Long Term Disability or Workers' Compensation shall be considered a regular vacancy for the purpose of Article 12.2 on the date the employee is determined to be totally disabled from his/her own occupation.

ARTICLE 13 - LAYOFF

13.1 Role of Seniority in Layoff

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

13.2 Options Upon Layoff

Within the twenty (20) work day period, an employee affected by a layoff will indicate to the Employer in writing any of the following options in sequence:

(a)

- (1) Bump a junior employee within the same work group. In so doing he must have the necessary qualifications to perform the job.
- (2) Employees with more than three (3) years' service seniority may bump the most junior employee within a similar work group within the Company. In doing so they must have the necessary qualifications to perform the job. Relocation allowances will apply only once to employees who choose this option.
- (3) Opt for severance pay.
- (4) Opt to be placed on a recall list for a period of one (1) year for the purpose of recall to a position within the assembly point. If this option is selected, no severance pay will be paid.
- (5) Opt for early retirement if qualified.
- (6) Employees failing to opt for one of the above options within the twenty (20) work day period will be paid severance pay in accordance with this article.
- (7) Employees shall not accumulate seniority while on layoff.

(b) Severance Pay

- (1) An employee with less than three (3) years' seniority shall be entitled to severance pay in the amount equal to two (2) weeks' current salary for every year of service or major part thereof.
- (2) An employee with three (3) years or more of service seniority shall be entitled to severance pay as per the following:
 - (i) for the first year of completed employment - three (3) weeks' current salary;
 - (ii) for the second year of completed employment - three (3) additional weeks' current salary;
 - (iii) for each completed year thereafter, two (2) additional weeks' current salary;
 - (iv) an employee will not receive an amount greater than six (6) months' current salary.
- (3) In the event that the Employer does not bid on future maintenance contracts with the province of British Columbia or where the Employer is not successful in extending or renewing a maintenance contract with the Province of British Columbia, and in the event that the subsequent maintenance contractor does not offer employment, regular employees shall be entitled to severance pay in accordance with Clause 13.2(b) above.

13.3 Recall of Employees

Recall of regular employees from the recall list within the assembly point shall be on the basis of seniority provided that the employee is qualified to perform the duties of the job.

13.4 Relocations of a Temporary Nature

Employees who on a temporary basis are required to relocate to a seniority block outside their normal seniority block, will have all necessary expenses such as meals, accommodation and travel provided for by the Employer. Temporary relocations shall not exceed twenty (20) days in a calendar year unless by mutual agreement between the Employer and employee(s) involved.

13.5 Temporary Assignments within Seniority Block

Employees who are temporarily assigned work in another classification series shall continue to accrue seniority within the classification he/she held prior to the temporary assignment.

13.6 Yard Closure

Except for circumstances beyond the control of the Employer, there will not be a closure of any existing yards, mechanical facility or office. Permanent and seasonal camps shall remain operational as per past practise except by mutual agreement between the Employer and the Union.

13.7 Transfer Without Posting

- (a) Lateral transfers or voluntary demotions may be granted, without posting for:
- (1) compassionate or medical grounds to regular employees who have completed their probationary period;
 - (2) all employees who have become incapacitated by industrial injury or industrial illness.
- (b) In such cases the Joint Labour/Management Committee shall consider any applications or requests presented to the Committee. Each request for special consideration shall be judged solely on its merit.

ARTICLE 14 - HOURS OF WORK

14.1 Hours of Work

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

14.2 Work Schedules

- (a) This Agreement shall establish shift patterns and length of scheduled work days and, where appropriate, averaging periods to meet the annual hours of work.
- (b) The Employer shall determine, when various services are provided (hours of operation), the classifications of positions and the numbers of employees required to provide the services.
- (c) The Employer's designate and the employees' representative at the local level will establish work schedules based upon the shift patterns and hours of work clauses in this Agreement and the provisions of this Article including the following:
- (1) if either Party wishes a change to existing work schedules it shall provide the other Party with the earliest possible advance notice in writing;
 - (2) if a change is requested only at the local level, the notice shall be given to the appropriate Union steward or designated Employer representative. If a change is requested which involves more than one (1) worksite, notice shall be given to the President of the Union or General Manager;
 - (3) the Parties shall have five (5) days, from the date notice is given to reach Agreement on work schedules;
 - (4) if the Parties are unable to reach Agreement within five (5) days either Party may refer the matter to expedited arbitration, pursuant to Article 9.6 and the terms of reference within this Article.
- (d)

- (1) The arbitrator shall base his/her decision on work schedule information in this Agreement and the criteria to be applied in this section. The arbitrator may consider a work schedule proposed by either Party.
- (2) The Party requesting a change from what has been previously agreed to shall bear the onus for justifying the change.
- (3) In coming to a decision, the arbitrator shall abide by the following rules:
 - (i) the decision must not be retroactive;
 - (ii) the hours of work schedule awarded shall not contain scheduled overtime;
 - (iii) the decision must not interpret this Agreement except for the provisions of Clause 14.2(e);
 - (iv) the decision must accord with the agreed upon terms of reference referred to in Clause 14.2(d)(1) above.
- (e) The Parties recognize that in reaching mutual agreement on work schedules, or where the arbitrator is determining a schedule in accordance with the provisions of this Article the following will also apply:
 - (1) work schedules shall meet the hours of operation and shall consider unusual or seasonal demands and functionally linked work groups within and without the bargaining unit;
 - (2) work schedule changes, within existing hours of operation, must not result in increased cost to the Employer and where possible shall result in decreased cost to the Employer and/or improved efficiency and/or improved service to the public. The onus of proof shall be on the Employer to prove decreased cost;
 - (3) consideration shall also be given to employee preferences, fairness and equity.
- (f)
 - (1) In the event there is a dispute between the Parties at the local level, the Employer may implement, on an interim basis, a new or changed work schedule by giving fourteen (14) days' notice, providing the length of work day is not increased beyond ten (10) hours and providing the change is necessary because of an introduction of a new program or a change to the hours of operation.
 - (2) Where the proposed change is within existing hours of operation, no change shall be made without mutual agreement or an arbitrator's decision.

14.3 Conversion of Hours

- (a) *Lieu days* - where an employee is granted a lieu day pursuant to Article 17.3, the lieu day shall be banked and granted on the basis of the length of shift when the lieu day was granted. The Parties agree that banking of hours is on the basis of an hour earned is an hour taken and it shall not be considered an increased cost pursuant to Article 14.2(e)(2).
- (b) *Vacation* - where an employee is granted vacation pursuant to Article 18.1, the annual vacation entitlement shall be converted to hours on the basis of an eight (8) hour day and vacation taken shall be deducted in accordance with the actual hours of the employee's daily shift in effect at the time the vacation is taken.
- (c) *Designated paid holidays* - where an employee is granted a designated paid holiday pursuant to Article 17, the designated holiday shall be granted on the basis of the length of shift when the designated paid holiday was granted.

14.4 Rest Periods

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

14.5 Standby Provisions

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

(b) Employees required to stand by under Clause 14.5(a) above will not be required to standby on two (2) consecutive weekends or two (2) consecutive designated paid holidays, except by mutual agreement. This provision will not apply in emergency situations.

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

14.6 Meal Periods

(a) Recognized meal periods will be within the middle two (2) hours of the work day or shift. Employees with recognized meal periods who are required to work continuously within the middle two (2) hours shall be paid one and one-half (1½) times the base rate for the duration of the recognized meal period and will be given a meal period with pay at another time in the shift or work day.

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

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

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

14.7 Shift Patterns

(a) All matters pertaining to the length of the work day and shift patterns shall be determined by this Agreement and be implemented at each assembly point by mutual agreement.

(b) Shift pattern changes shall be limited to a maximum of four (4) per year with a minimum duration of two (2) months for any shift pattern except by mutual agreement at the local level.

14.8 Table of Recognized Work Day Lengths and Shift Patterns

Work day lengths and shift patterns shall be in accordance with Memorandum of Understanding #1.

14.9 Days of Rest

Rest days for employees on travel status may be deferred by mutual agreement. The days of rest are as per Memorandum of Understanding #1.

14.10 Scheduling of Earned Time Off

(a) *Surplus Time as Per Article 14.8* - earned time off shall be averaged and taken off by mutual agreement and subject to operational requirements over a twelve (12) month period except that up to ten (10) days of accumulated surplus time may be taken off along with annual vacation upon written request as per this Agreement.

(b)

(1) Where employees are not able to take their earned time off as scheduled due to operational requirements, then there shall be a cash adjustment at the end of the averaging periods indicated using "double time" as the premium rate.

(2) Where employees choose to carry earned time off forward for addition to vacation period, then the extra time worked in the period is to be considered as a "straight-time" time credit to be carried forward.

14.11 Deferment of Rest Days

By mutual agreement at the local level and subject to operational requirements, rest days may be banked to enable extended periods for return to the regular assembly point or to provide for long weekends or alternate days off.

14.12 Rotation of Shifts

(a) Shift rotation shall be done on an equitable basis among the employees involved within a classification in each work group except that, by mutual agreement, an employee will be permitted to choose more than his/her share of the second or third shifts.

(b) Where a machine is being utilized on a regular basis on a day shift only, then the operator normally assigned to that machine shall not be required to enter into a winter shift pattern to operate other classes of machines.

(c) Where shift schedule changes result in work days of the new schedule falling on rest days of the old schedule, then every attempt shall be made to provide a minimum of one (1) rest day between change of shifts.

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

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

(2) service seniority for all employees from other classifications.

14.13 Split Shifts

No employee shall be required to work a split shift.

14.14 Clean-up Time

(a) Where necessary, employees shall be allowed reasonable time during the work day for personal clean-up purposes.

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

14.15 Employees Working Away from Their Point of Assembly

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

ARTICLE 15 - SHIFT WORK

15.1 Definition of Shifts and Shift Premiums

(a) *Identification of Shifts:*

(1) *Day shift* - all hours worked on any shift which starts between 4:30 a.m. and 1:59 p.m. inclusive.

(2) *Afternoon shift* - all hours worked on any shift which starts between 2:00 p.m. and 8:59 p.m. inclusive.

(3) *Night shift* - all hours worked on any shift which starts between 9:00 p.m. and 4:29 a.m. inclusive.

(4) *Weekend shift* - all hours worked on any shift which starts between 6:00 a.m. Saturday and 6:00 a.m. Monday.

(b) *Shift Premiums:*

On ratification of the Agreement, the shift premium shall be:

- (1) Ninety-five cents (95¢) per hour for afternoon and night shift.
- (2) Sixty-five cents (65¢) per hour for weekend shift.

15.2 Shift Premium Entitlement

- (a) Employees working an afternoon, night shift or weekend shift as identified in Clauses 15.1(a)(2), 15.1(a)(3) and 15.1(a)(4) shall receive a shift premium for all hours worked on the shift.
- (b) An employee working a full shift which begins between 11:00 a.m. and 1:59 p.m. inclusive shall receive the afternoon shift premium for all hours worked after 2:00 p.m.
- (c) A part-time employee working less than the normal hours per day of a full-time employee will receive the appropriate shift premium.
- (d) Shift premiums will apply to overtime hours worked in conjunction with a shift. These premiums do not apply to overtime worked on a day of rest or on a callout.

15.3 Notice of Work Schedules

- (a) Work schedules for regular employees shall be posted at least fourteen (14) days in advance of the starting day of a new schedule.
- (b) In the event that the work schedule or shift for a regular employee or an auxiliary employee working a scheduled shift roster is changed without forty-eight (48) hours' advance notice and such change is the result of the actions of another employee covered by this Agreement utilizing the benefits provided for by the provisions of this Agreement, the employee will receive a premium of one dollar (\$1.00) per hour in addition to his/her regular pay, for work performed on the first shift to which he/she changed.
- (c) In the event that an employee's work schedule or shift is changed without five (5) days' advance notice and the change results from causes other than defined in Clause 15.3(b) above, the employee shall receive a premium at the applicable overtime rate for work performed on the first shift to which he/she changed, except that if the change results from no fault of the Employer, he/she shall not receive a premium at overtime rates but shall receive the premium defined under Clause 15.3(b) above.

15.4 Short Changeover Premium

- (a) If shifts are scheduled so that there are not twenty-four (24) hours between the start of an employee's shift and the start of his/her next shift, a premium calculated at the overtime rates will be paid for hours worked on the succeeding shift within the twenty-four (24) hour period.
- (b) Where an employee exercises seniority rights to work shifts, one of which falls within the twenty-four (24) hour period from the start of the previous shift, the employee shall not be entitled to claim the premium rate referred to in Clause 15.4(a) above.

15.5 Exchange of Shifts

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

15.6 Shortfall of Annual Working Hours

Scheduling of shifts for regular employees shall not result in a shortfall of annual working hours pursuant to Article 14.1.

15.7 Winter Shift for Highways Maintenance Crews

- (a) The Union and the Employer recognize that the implementation for highway maintenance winter shifts is largely dependent on winter conditions and that shifts may have to be implemented on short notice.
- (b) However, it is agreed that wherever possible the negotiations of these shift schedules pursuant to Article 14.2 should be undertaken at least forty-five (45) days prior to anticipated commencement and that fifteen (15) days should be provided for any sign up and selection process which is involved.

15.8 Copies of Shift Schedules to the Union

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

ARTICLE 16 - OVERTIME

16.1 Definitions

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

16.2 Authorization and Application of Overtime

- (a) An employee who is required to work overtime shall be entitled to overtime compensation when:
 - (1) the overtime worked is authorized in advance by the Employer; and
 - (2) the employee does not control the duration of the overtime worked.
- (b) Notwithstanding the foregoing, the Employer and the Union recognize that the nature of the work carried out by persons in some classifications is such that it may not be possible for the employee to obtain prior authorization for the necessary overtime work. In such cases the employee shall use his/her discretion in working the overtime and the Employer shall be considered to have authorized the overtime in advance. However, the Employer reserves the right, subject to the grievance procedure, to determine the legitimacy of the overtime claimed.
- (c) The method of compensation for overtime shall be in accordance with this Agreement.

16.3 Overtime Entitlement

- (a) An employee will be entitled to compensation for authorized overtime in excess of:
 - (1) the scheduled daily hours; or
 - (2) the agreed averaging period.
- (b) For the purposes of calculating the hourly rate for overtime, an employee's biweekly rate shall be divided by eighty (80).
- (c) Overtime shall be compensated in thirty (30) minute increments; however, employees shall not be entitled to any compensation for periods of overtime of less than five (5) minutes per day.

16.4 Recording of Overtime

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

16.5 Sharing of Overtime

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

16.6 Overtime Compensation

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

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

(b) An employee who works on a designated holiday, which is not a scheduled work day, shall be considered to have worked overtime and shall receive his/her regular days pay and shall receive additional compensation at the rate of double time (2x) for all hours worked; except for Christmas and New Year's when the additional compensation shall be at the rate of double time and one-half (2½x) for all hours worked.

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

16.7 Overtime Allowance

- (a) After twelve (12) hours of continuous work, regardless of the shift being worked, the employee shall receive a seventeen dollar (\$17) allowance.
- (b) If the employee continues to work overtime beyond the twelve (12) hours a further seventeen dollar (\$17) allowance shall be provided upon completion of an additional four (4) hours worked and upon the completion of every three (3) hours worked thereafter.

16.8 No Layoff to Compensate for Overtime

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

16.9 Right to Refuse Overtime

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

16.10 Overtime for Part-time Employees

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

16.11 Callout Provisions

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

(b) *Callout time which abuts the succeeding shift:*

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

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

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

(c) *Overtime or callout which does not abut the succeeding shift:*

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

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

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

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

(e) Should the employee be required to work that period which is considered free from work in the regular shift, as provided for in Clauses 16.11(b)(2), (c)(1), and (c)(2) above, then that portion of the shift shall be compensated at overtime rates.

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

16.12 Rest Interval After Overtime

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

16.13 Overtime Records

The Employer agrees that they shall post monthly records of overtime worked by classification series on each Union bulletin board.

16.14 Method of Compensation

(a) Overtime compensation shall be monetary or in time off at the employee's option. If the employee chooses time off, such time off shall be scheduled by mutual agreement between the employee and the Employer. If compensatory time off cannot be scheduled within twelve (12) months of the date of election, cash payment shall be made. The maximum amount of compensatory time off that may be banked at any one time is one hundred (100) hours.

The employee shall advise the pay office of his/her election to have:

- (1) cash payout; or

- (2) compensatory time off; or
- (3) contributions to the Pension Plan

on his/her time sheet . If no election is made, all cash will be given.

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

16.15 Allocation of Overtime

(a) Pursuant to Article 16.5 of this Agreement and except in the case of emergencies, overtime shall be offered on an equitable basis within the appropriate classifications for the work group. Accordingly, no employee in another classification shall be called out on overtime until all employees in the appropriate classifications have had the opportunity to refuse the overtime. For the purpose of this clause, an effort by the Employer to contact an employee shall constitute an opportunity to work.

(b) During the winter season those employees assigned to drive a ten thousand nine hundred (10,900) kg. G.V.W. or heavier truck shall be allocated overtime on an equitable basis within the work group.

16.16 Limiting of Overtime

In the interest of an employee's health and safety, the Employer agrees to make every effort to limit overtime. If an employee is working away from the point of assembly that the employee would normally be returning to that day and the overtime is refused, transportation to that point of assembly will be supplied by the Employer as described below and the employee will be compensated for time travelled. If only the Employer vehicle is available and transportation to the regular point of assembly would significantly inconvenience other employees, seriously disrupt production or be required under Article 22.6 of this Agreement, the Employer shall endeavour to provide alternate transportation.

16.17 Overtime Authorization

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

ARTICLE 17 - PAID HOLIDAYS

17.1 Paid Holidays

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

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

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

17.2 Holidays Falling on Saturday or Sunday

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

- (b) here there is a work dependency between employees covered by this Agreement and other employees, the Parties may, by mutual agreement, amend Clause 17.2(a) above.

17.3 Holiday Falling on a Day of Rest

- (a) When a paid holiday falls on an employee's day of rest, it will be rescheduled to an adjacent work day on the preceding or succeeding shift.
- (b) If an employee is called in to work on the day designated as a lieu day pursuant to Clause 17.3(a) above, he/she shall be considered to have worked overtime and shall receive his/her regular day's pay, and shall receive additional compensation at the rate of double time for all hours worked.

17.4 Holiday Coinciding With a Day of Vacation

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

17.5 Christmas or New Year's Day Off

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

17.6 Paid Holiday Pay

Payment for paid holidays will be made at an employee's basic rate of pay, except if an employee has been working in a higher paid position than his/her regular position for a majority of the sixty (60) work days preceding a paid holiday, in which case he/she shall receive the higher rate. For employees who work in excess of eight (8) hours per day, they shall receive the higher rate if they have been working in a higher paid position for a majority of the four hundred and twenty (420) working hours preceding a paid holiday.

17.7 Work Day Scheduled on Paid Holiday

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

17.8 Paid Holidays for Auxiliaries

- (a) An auxiliary employee shall be compensated for paid holidays provided he/she has:
- (1) worked the day before and the day after a paid holiday; or
 - (2) worked fifteen (15) of the previous thirty (30) days; or
 - (3) worked at least one hundred and twenty (120) hours at the straight-time rate in the previous thirty (30) days.

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

- (b) An auxiliary employee who is required to work on a paid holiday, shall be compensated at the same rate as regular employees outlined in this Article.

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

- (a) *Definitions:*

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

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

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

Vacation Years	Work Hours
First to fifth	120
Sixth	128
Seventh.....	136
Eighth.....	168
Ninth	176
Tenth	184
Eleventh	192
Twelfth to Nineteenth	200
Twentieth and thereafter.....	240

(c) *Conversion of hours* - where an employee is granted vacation pursuant to this Article, and where the regularly scheduled work day is greater than eight (8) hours per day, the annual vacation entitlement shall be converted to hours on the basis of a eight (8) hour day and deducted accordingly.

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

18.2 Vacation Earnings for Partial Years

(a)

(1) During the first partial year of service a new employee will earn vacation at the rate of one and one-quarter (1¼) days for each month for which he/she earns ten (10) days' pay.

(2) Subject to Article 18.6, any unused vacation earned during the first partial year will be paid to the employee on the final payday of that year.

(b) During the first and subsequent vacation years an employee will earn one-twelfth (1/12) of the annual entitlement for each month in which the employee has received at least ten (10) days' pay at straight-time rates. Where an employee has taken more vacation than earned, the unearned portion taken shall be charged against future earned credits or recovered upon termination whichever occurs first.

18.3 Vacation Scheduling

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

(b) The calendar year in which an employee's first (1st) anniversary falls shall be the first (1st) vacation year. For the purpose of additional leave entitlement, the calendar year in which the fifth (5th) anniversary falls shall be the fifth (5th) vacation year; in which the sixth (6th) anniversary falls shall be the sixth vacation year; etc.

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

(d) *Vacation Period*

(1) The Employer will endeavour to allow as many employees as possible to take their vacation at any time of the year. In peak work periods, a minimum of one (1) regular employee in each classification may take his/her vacation subject to Clause 18.3(f) of this Agreement.

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

(e) *Prime Time Vacation Period*

(1) Subject to the provisions of this Article, it is the intent of the Parties that no employee shall be restricted in the time of year he/she chooses to take his/her vacation entitlement. However, all employees shall be allowed to take at least four (4) weeks of their vacation entitlement during the period May 1st to September 30th, inclusive, which shall be defined as the prime time vacation period.

(2) For those employees who have more than four (4) weeks' vacation entitlement, the Employer shall make every reasonable effort to allow such employees to take their complete vacation entitlement during the prime time period if they so desire.

(f) *Preference in Vacation*

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

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

(g) *Vacation Schedules*

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

(2) Employees who do not exercise their seniority rights within fourteen (14) days of the vacation schedule being posted shall not be entitled to exercise those rights with respect to any vacation time previously selected by employees with less seniority. The Employer reserves the right to schedule vacation for those employees who have not selected their vacation by May 15th except for vacation to be carried over as allowed under Article 18.6 of this Agreement.

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

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

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

(h) *Vacation Relief*

Where vacation relief is required, the Employer shall give employees the opportunity to substitute in accordance with Article 27.4 and shall make every reasonable effort to arrange for staff replacement in the lowest paying category.

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

18.4 Vacation Pay

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

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

18.5 Approved Leave of Absence With Pay During Vacation

When an employee is in receipt of the Short Term Illness and Injury Plan benefits or on leave with pay in accordance with Clauses 20.1, 20.5, 20.7 and 20.8 during his/her vacation period, there shall be no deduction from the vacation credits for such leave. The period of vacation so displaced shall be taken at a mutually-agreed time. An employee intending to claim displaced vacation leave must advise the Employer and provide necessary documentation within seven (7) days of returning to work.

18.6 Vacation 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. Employees in their first (1st) partial year of service, who commenced prior to July 1 of that year, may carry over up to five (5) days' vacation leave into their first (1st) vacation year. Except as provided in Clause 18.2(a)(2), an employee shall not receive cash in lieu of vacation time except upon termination, resignation or retirement.

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

18.7 Call Back From Vacation

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

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

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

18.8 Vacation Leave on Retirement

An employee scheduled to retire and to receive a superannuation allowance under the Pension (Public Service) Act, or the Union Pension Plan, or who has reached the mandatory retiring age, shall be granted full vacation entitlement for the final calendar year of service.

18.9 Vacation Credits Upon Death

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

ARTICLE 19 - SHORT-TERM ILLNESS AND INJURY AND LONG-TERM DISABILITY**19.1 Short-Term Illness and Injury and Long-Term Disability**

Employees shall be entitled to participate in Short-term Illness and Injury and Long-Term Disability Plans. The Employer shall only be obligated to pay the premiums to provide the Plans, in accordance with the agreed-upon regulations, included as Appendix I.

19.2 Medical Leave (WCB/ICBC)

The Employer shall maintain coverage for MSP, extended health benefits, dental care benefits, accidental death and dismemberment, wage indemnity and long-term disability and pension plan contributions and shall pay the Employer's share of these premiums.

Vacation entitlements and vacation pay shall continue to accrue while the employee is on leave. Vacation earned pursuant to this Article may be carried over to the following year.

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

ARTICLE 20 - SPECIAL AND OTHER LEAVE

20.1 Bereavement Leave

- (a) In the case of bereavement in the immediate family an employee not on leave of absence without pay shall be entitled to special leave, at his/her current rate of pay, from the date of death to and including the day of the funeral with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed five (5) work days.
- (b) Immediate family is defined as an employee's parent including step-parent, spouse (including common-law 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) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

20.2 Special Leave

- (a) Where leave from work is required, an employee shall be entitled to special leave at his/her current rate of pay for the following:
 - (1) marriage of the employee – three (3) days;
 - (2) attend wedding of the employee's child – one (1) day;
 - (3) birth or adoption of the employee's child – one (1) day;
 - (4) serious household or domestic emergency – one (1) day;
 - (5) moving household furniture and effects – one (1) day;
 - (6) attend his/her formal hearing to become a Canadian citizen – one (1) day;
 - (7) attend funeral as pallbearer or mourner – maximum of one (1) day;
 - (8) court appearance for hearing of employee's child – one (1) day;
- (b) Two (2) weeks' notice is required for leave under Clauses 20.1(a)(1), (2), (5) and (6).
- (c) For the purpose of Clauses 20.2(a)(2), (4), (5), (6), (7) and (8), leave with pay will be only for the work day on which the situation occurs.
- (d) For the purpose of determining eligibility for special leave under Clause 20.2(a)(5), an employee will qualify if he/she is maintaining a self-contained household and if he/she is changing his/her place of residence which necessitates the moving of household furniture and effects during his/her normal working-hours, and if he/she has not already qualified for special leave under Clause 20.2(a)(5) on two (2) occasions within the preceding twelve (12) months.

20.3 Family Illness

- (a) In the case of illness of a dependent child or spouse of an employee, and when no one at the employee's home other than the employee can provide for the needs of the ill child or spouse, or the needs of the dependent children, the employee shall be entitled, after notifying his/her supervisor, to use up to a maximum of two (2) days paid leave at any one time for this purpose.
- (b) The Employer may request a report from a qualified medical practitioner when it appears that a pattern of consistent absence is developing.

20.4 Full-time Union or Public Duties

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

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

20.5 Leave for Court Appearances

- (a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.
- (b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.
- (c) An employee in receipt of his/her regular earnings while serving at court shall remit to the Employer all monies paid to him/her by the court, except travelling and meal allowances not reimbursed by the Employer.
- (d) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.
- (e) For all the above leaves, the employee shall advise his/her supervisor as soon as he/she is aware that such leave is required.

20.6 Leave for Writing Examinations

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

20.7 Leave for Taking Courses

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

20.8 Educational Leave

Both Parties recognize that improved equipment, methods and procedures create changes in the job structure of the work force. The Parties also recognize the need to provide employees with the opportunity for career development by enabling them to prepare for promotional advancement and generally upgrade their present skills. In such instances, educational leave may be granted by the Employer to regular employees to take advanced or special training which will be of benefit to the employee or the Employer for varying periods up to one (1) year which may be renewed by mutual agreement. Such leave will be with pay when the Employer requires training, or with or without pay for non-job related courses.

20.9 Elections

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

20.10 General Leave

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

20.11 Leave for Medical and Dental Care

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

(b) Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their credit described in Article 20.12 the necessary time including travel and treatment time up to a maximum of three (3) days to receive medical and dental care at the nearest medical centre for the employee, his/her spouse, dependent child and a dependent parent permanently residing in the employee's household or with whom the employee permanently resides. The Employer may request a certificate of a qualified medical or dental practitioner, as the case may be, stating that treatment could not be provided by facilities or services available at the employee's place of residence.

20.12 Maximum Leave Entitlement

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

20.13 Emergency Service Leave

Subject to operational requirements, where employees' services are required for emergency operations by request from the Provincial Emergency Programs, B.C. Ambulance, local or volunteer fire departments, or appropriate police authority, leave from work as required may be granted (subject to operational requirements) without loss of basic pay. If any remuneration, other than for expenses, is received, it shall be remitted to the Employer.

20.14 Donor Leave

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

20.15 Other Religious Observances

(a) Employees who are members of non-Christian religions may arrange one (1) days' leave without pay per calendar year to observe a spiritual or holy day. Such leave shall not be unreasonable withheld.

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

(c) Employees granted leave under this provision will first re-schedule CTO, unused vacation or lieu days, provided the employee has such remaining credit.

ARTICLE 21 - MATERNITY AND ADOPTION LEAVE**21.1 Maternity Leave**

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

- (a) Upon request the employee will be granted leave of absence without pay for a period of not more than six (6) months.
- (b) The period of maternity leave without pay shall be from eleven (11) weeks before the expected date of termination of the pregnancy.
- (c) The Employer shall, with the Agreement of the employee, defer the commencement of maternity leave for any period approved in writing by a qualified medical practitioner. Where an employee who is at work becomes ill or injured following the commencement of the eleven (11) week period in (b) above, such illness or injury shall be covered by application of the Short Term Illness or Injury Plan as follows:
 - (1) where the illness or injury is not directly related to the condition of pregnancy, STIIP coverage may extend to the scheduled date of commencement of maternity leave;
 - (2) where the illness is caused through an abnormal condition of pregnancy and the employee returns to work before the scheduled commencement date of maternity leave, the period of absence will be covered by STIIP.
- (d) On return from maternity leave, an employee shall be placed in her former position or in a position of equal rank and pay.
- (e) The Employer shall maintain coverage for medical, extended health, dental, group life, and long-term disability, and shall pay the Employer's share of these premiums.
- (f) Notwithstanding Clause 18.1(b) and Article 18.6, vacation entitlements and vacation pay shall continue to accrue while an employee is on maternity leave for the first six (6) months of maternity leave providing the employee returns to work for a period of not less than six (6) months. Vacation earned pursuant to this clause may be carried over to the following year, notwithstanding Article 18.6.
- (g) Maternity leave for employees in their first six (6) calendar months of employment shall be in accordance with the Employment Standards Act.

21.2 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 Clause 21.1(a) above must be made at least four (4) weeks prior to the proposed leave commencement date.
- (d) Leave taken under this clause shall commence:
 - (1) in the case of a mother, immediately following the conclusion of leave taken pursuant to Article 21.1 or 21.4;
 - (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 birthdate or adoption of the child. Such leave request must be supported by appropriate documentation.

21.3 Adoption Leave

- (a) Upon request, and after six (6) calendar months have passed from the date he/she commenced employment, an employee shall be granted leave of absence without pay for up to six (6) months following the adoption of a child. The employee shall furnish proof of adoption. Where both parents are employees, the employees will decide which of them will apply for the leave.
- (b) On return from adoption leave, an employee shall be placed in his/her former position or in a position of equal rank and pay.
- (c) The Employer shall maintain coverage for medical, extended health, dental, group life and long-term disability and shall pay the Employer's share of these premiums.
- (d) Notwithstanding Clause 18.1(b) and Article 18.6, vacation entitlements and vacation pay shall continue to accrue while an employee is on adoption leave for the first six (6) months of adoption leave providing the employee returns to work for a period of not less than six (6) months. Vacation earned pursuant to this clause may be carried over to the following year, notwithstanding Article 18.6.

21.4 Extension of Leaves

Employees who are entitled to leave pursuant to Articles 21.1 and 21.2 or Article 21.3 shall be entitled to an extended leave of up to an additional six (6) months for health reasons where a doctor's certificate is presented. Such written request must be received by the Employer at least four (4) weeks prior to the expiration of leave taken pursuant to Article 21.1, 21.2 or 21.3.

21.5 Benefit Continuation

- (a) For leaves taken pursuant to Articles 21.1, 21.2 and 21.3, the Employer shall maintain coverage for medical, extended health, dental, group life and long term disability, and shall pay the Employer's share of these premiums.
- (b) Notwithstanding Clause 21.5(a) above, should an employee be deemed to have resigned in accordance with Article 21.6 the Employer will recover monies paid pursuant to this clause.

21.6 Deemed Resignation

An employee shall be deemed to have resigned on the date upon which leave pursuant to Articles 21.1, 21.2 and 21.3, commenced unless he/she advised the Employer of his/her intent to return to work one (1) month prior to the expiration of the leave pursuant to Article 21, or if he/she does not return to work after having given such advice.

21.7 Entitlements Upon Return to Work

- (a) Notwithstanding Clause 18.1(b) and Article 18.6, vacation entitlements and vacation pay shall continue to accrue while an employee is on leave pursuant to Article 21.1, 21.2 or 21.3 providing the employee returns to work for a period of not less than six (6) months. Vacation earned pursuant to this clause may be carried over to the following year, notwithstanding Article 18.6.
- (b) An employee who returns to work after the expiration of 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 extensions to such leaves, an employee shall be placed in the employee's former position or in a position of equal rank and basic pay.
- (d) Employees who are unable to complete the six (6) months return to work required in (a) as a result of proceeding on maternity, parental or adoption leave shall be credited with their earned vacation entitlements and vacation pay providing the employee returns to work for a period of not less than six (6) months following the expiration of the subsequent maternity, parental or adoption leave.

ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY

22.1 Statutory Compliance

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

22.2 Safety Program

Pursuant to WCB Occupational Health and Safety regulations, Section 4, the Employer shall establish a Safety Program and schedule monthly meetings by work group in each assembly point to discuss health and safety matters. The Employer shall maintain a record of the meetings and matters discussed. Copies of the monthly report shall be sent to members of the Local Occupational Health and Safety Committee.

22.3 Local Occupational Health and Safety Committees

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

- (a) The Committee shall consist of an equal number of work representatives and Employer representatives, taking into account geographic considerations. This Committee will meet four (4) times yearly, or more often if required.
- (b) The Committee will function in accordance with the Industrial Health and Safety Regulations, and will participate in developing a program to reduce risk of occupational injury and illness. All minutes of the meetings of the committees shall be recorded on a mutually agreed to form and shall be sent to the Union and the Employer.
- (c) The Employer and the Union agree that it is very important and most effective to have all employees involved in Occupational Health and Safety, therefore regular Crew Meetings will be held at the local level monthly. Records of these meetings, including the matters discussed, shall be forwarded to the Joint Occupational Health and Safety Committee.
- (d) Employees who are representatives of the Joint Occupational Health and Safety Committee shall not suffer any loss of basic pay for the time spent attending Committee meetings, or carrying out other duties in accordance with WCB Regulations.
- (e) Committee meetings and other Committee business shall be scheduled during normal working hours whenever possible. Time spent by Committee members attending meetings held on their days of rest or outside their regularly scheduled hours of work shall not be considered time worked, but such Committee members shall receive equivalent time off at straight time.

22.4 Unsafe Work Conditions

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

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

after an on-site inspection and following discussion with a representative of the Employer, does not meet the standards established pursuant to the Workers' Compensation Act.

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

22.5 Injury Pay Provision

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

22.6 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an on-the-job accident shall be at the expense of the Employer. The Employer shall ensure that adequate arrangements are made for the employee to return to the job site, assembly point or current local accommodation whichever is most appropriate to the employee's condition. Transportation will be provided or paid by the Employer.

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

22.7 Pollution Control

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

22.8 Investigation of Accidents

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

(b) Reports shall be submitted on a mutually-agreed accident investigation form which may be amended by mutual agreement and copies sent to:

- (1) Workers' Compensation Board
- (2) Occupational Health and Safety Committee
- (3) Employer Designate(s)
- (4) BCGEU Designate(s)

Nothing in this clause restricts the right of the Employer to require the management representative in Clause 22.8(a) above, if a member of the bargaining unit, to complete other reports related to the accident under investigation.

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

22.9 Occupational First Aid Requirements and Courses

(a) The Union and the Employer agree that Occupational First Aid Regulations made pursuant to the Workers' Compensation Act shall be fully complied with. Sufficient copies of the WCB Industrial Health & Safety Regulations as well as the Occupational First Aid Regulations made pursuant to the Workers' Compensation Act shall be maintained at each point of assembly.

(b) Where the Employer requires an employee to perform first aid duties in addition to the normal requirements of the job, the cost of obtaining and renewing the Occupational First Aid Certificate shall be borne by the Employer, and leave to take the necessary courses shall be granted with pay.

(c) Employees required to possess an Occupational First Aid Certificate to perform first aid duties in addition to their normal job responsibilities shall receive the following allowance on the basis of the class of certificate which they hold:

- Occupational First Aid Certificate, Level 2 –\$35 per biweekly period
- Occupational First Aid Certificate, Level 3 –\$45 per biweekly period

Employees designated to act as the Occupational First Aid Attendant in addition to their normal duties will receive their full allowance while on approved leave with pay or while on vacation leave with pay.

Where the Employer has an additional requirement for a First Aid Attendant on a temporary basis, then provided the employee acts as the First Aid Attendant, he/she shall receive the allowance for all straight-time hours worked.

(d)

(1) In order to meet the requirements of Clause 22.9(a) above, the Employer will designate in order of seniority from among those regular employees holding an appropriate Occupational First Aid Certificate to act as the First Aid Attendant in addition to the normal requirements of the job.

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

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

(4) Where Clauses 22.9(d)(1), (2), and (3) do not meet, within a reasonable period of time, the requirements of the Employer to achieve Clause 22.9(a) above, the Employer may:

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

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

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

22.10 Unresolved Safety Issues

The local safety committee may refer unresolved safety issues to the Joint Labour/Management Committee for possible resolution. This provision does not limit any right to seek a resolution from the WCB.

22.11 Video Display Terminals

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

(a) When a majority of an employee's daily work time requires monitoring such VDTs, such employees shall have their eyes examined by an ophthalmologist or optometrist of the employee's choice at the nearest community where medical facilities are available prior to initial assignment to VDT equipment and after six (6) months, a further test and annually thereafter if requested. The examination shall be at the Employer's expense where costs are not covered by insurance. Where requested, the Employer shall grant leave of absence with pay.

(b)

(1) Employees who are required to operate VDTs on a continuous basis shall be entitled to two (2) additional ten (10) minute rest breaks per work day to be scheduled by agreement at the local level.

(2) Employees required to continuously operate VDTs for three and one-half (3½) consecutive hours or longer but less than their full shift shall be reassigned to alternate work duties for one (1), ten (10) minute period. Where alternate work duties are not available, employees shall receive a ten (10) minute rest break.

- (c)
- (1) Pregnant employees shall have the following options:
 - (i) not to continue monitoring VDTs; or
 - (ii) not working in the area of one (1) meter of VDTs which use cathode ray tubes; or
 - (iii) to work at a shielded VDT should one be present in the worksite.
 - (2) When a pregnant employee chooses not to monitor such VDTs, or chooses not to work in such an area, if other work at the same or lower level is available within the offices within her headquarters area, she shall be reassigned to such work and paid at her regular rate of pay.
 - (3) Where work reassignment in (2) above is not available, an employee will be considered to be on leave of absence without pay until she qualifies for maternity leave.
- (d) Where employees are on leave of absence pursuant to Clause 22.11(c) above, and opt to maintain coverage for medical, dental, extended health, group life, and long term disability plans, the Employer will continue to pay the Employer's share of the required premiums.
- (e) The Employer shall ensure that new equipment shall:
- (1) Have adjustable keyboards and screens.
 - (2) Meet the most stringent emission standards of the Federal Radiation Emitting Devices Act and other standards established by the Federal Health and Welfare, the B.C. Workers' Compensation Board or the Provincial Ministry of Health.
- The Permanent Joint Occupational Health and Safety Committee shall review and make recommendations to ensure that the lighting and the above standards recommended by the Ministry of Labour, Occupational Environment Branch, as outlined in the publication, *"Working With Video Display Terminals"* are being met.
- (f) The Employer shall ensure that any new office equipment required for use in conjunction with VDTs shall meet the standards recommended by the Ministry of Labour, Occupational Environment Branch, publication, *"Working with Video Display Terminals"*.
- (g) The Employer shall continue to upgrade all existing equipment and facilities to meet the standards recommended by the Ministry of Labour, Occupational Environment Branch, publication *"Working With Video Display Terminals"*.

22.12 Dangerous Goods, Special Wastes, Pesticides and Harmful Substances

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

22.13 Radio Contact or Employee Check

- (a) Where employees are required to perform duties in remote isolated areas, the Employer shall supply a readily available vehicle or, the employees shall be supplied with effective radio or radio-telephone communications and have a pre-arranged *"employee check"* made at specified intervals and at specified locations.
- (b) The Employer recognizes the need for coordination with operators on *"radio controlled"* industrial roads and agrees to make such arrangements as are required in particular circumstances to establish as safe a working environment as possible when employees are required to use such roads. Such arrangements may include radio equipment with the appropriate frequency where the use of the frequency has been authorized by the licensed user of that frequency. The Employer agrees to make every reasonable effort to obtain such authorization from the licensed user of that frequency.

22.14 Working Alone

- (a) Where an employee is employed under conditions which present a significant hazard of disabling injury, and when the employee might not be able to secure assistance in the event of an injury or other misfortunes, the Employer shall provide a means of periodically checking the well being of the employee. Checks shall be made at such intervals and by such means as are appropriate to the nature, hazard and circumstances of the employment.
- (b) The frequency of employee checks shall be increased proportionate to the nature of the hazard under which the employee is working. For example, extreme weather conditions; as the temperature decreases, the frequency of checks shall increase.

22.15 Level I First Aid Course

All employees who by the nature of their employment are required to perform road and bridge maintenance or construction work shall be given a Level I First Aid Course at the Employer's expense. Any disputes arising from the application or interpretation of this Article shall be referred to the Occupational Health and Safety Committee for resolution. All employees shall receive Level I First Aid Course and WHMIS training within six (6) months of commencing employment and appropriate refresher courses as required.

In addition, the Employer shall ensure that there are a sufficient number of employees at each assembly point trained in the identification and handling of Dangerous Goods.

22.16 Hearing Examinations

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

22.17 Training Programs for Occupational Health and Safety Committee Members

Occupational Health and Safety Committee members will be trained in their responsibilities. When training Occupational Health and Safety Committee members, leave without loss of current pay and without loss of seniority shall be granted to designated Occupational Health and Safety Committee members.

22.18 Communicable Diseases

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

ARTICLE 23 - TECHNOLOGICAL CHANGE**23.1 Recognition of Technological Change**

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

23.2 Notice of Technological Changes

- (a) For the purpose of technological change as defined in relevant legislation, the Employer agrees to provide the Union with as much notice as possible, but in any event not less than sixty (60) days notice of a technological change.
- (b) Upon receipt of a notice of technological change pursuant to 23.2(a) the Joint Labour/Management Committee established under Article 7.3 shall meet to consult on the impact of the proposed change.

- (c) The written notice identified in 23.2(a) will provide the following information:
- (1) the nature of the change(s);
 - (2) the anticipated date(s) on which the Employer plans to effect change(s);
 - (3) the location(s) and number(s) of employees likely to be directly affected pursuant to (d) below.
- (d) Where notice of technological change has been given pursuant to Clause 23.2(a):
- (1) Employees who are assigned by the Employer to work with the new technology shall receive a period of training and familiarization. Employees involved in training under this Section shall receive their current salary for the period of training. Where the employee cannot meet job requirements upon completion of the training and familiarization period, the employee shall be offered either the vacancy options, early retirement or severance pay provisions of Article 13.
 - (2) To absorb those employees who are not assigned by the Employer to work with the new technology or who are displaced because of such technological change, the Employer will endeavour to utilize normal turnover of employees within the Employer geographic location in which the change occurs, to the extent that turnover occurs during the period in which a technological change is being implemented.
 - (3) When necessary to reduce staff due to technological change, it will be done as provided for in Article 13.

23.3 Technological Changes

For purposes of this Article, "*Technological Change*" shall not include normal layoffs resulting from a reduction of the amount of work required to be done.

23.4 Waiving of Notice

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

23.5 Exchange of Information

The Parties recognize the value of maintaining ongoing communication and consultation concerning changes to workplace technology, other than technological change as defined in relevant Legislation and provided for in Clause 23.2(a). Accordingly, the Parties agree, pursuant to Article 7.3, to meet to exchange information with respect to such changes at the request of either Party.

ARTICLE 24 - CONTRACTING OUT

24.1 Core Group

- (a) The Employer agrees that the regular complement of employees shall be maintained at a minimum of thirty-eight (38) employees. The Employer reserves the right to change the existing number of employees at each assembly point within the total numbers specified. In extraordinary circumstances beyond the control of the Employer where circumstances require the Employer to reduce the minimum regular workforce, there will be as much notice as possible given to the Union and the Parties agree to renegotiate this clause.
- (b) The Union recognizes that the Employer is obligated by the terms of the maintenance contract with the Ministry of Transportation and Highways to utilize hired equipment and to subcontract highways road and bridge maintenance work on an annual basis.
- (c) The Employer agrees to notify the Union at the commencement of each year, the exact amounts of subcontracting and hired equipment utilization required within the maintenance contract with the Ministry of Transportation and Highways for the following year.
- (d) The Employer agrees to notify the Union twice (2x's) annually of the amount and type of work contracted out pursuant to (b) above.

24.2 No Contracting Out Which Results in Layoff

The Employer agrees not to contract out any of the Employer's work performed by employees covered by this Agreement which would result in the laying off of such employees. The Employer agrees that winter road maintenance (and related work) will not be contracted out, while qualified employees with recall right are laid-off or on recall; except for the current arrangement at Lower Post and for emergency situations that occur such as avalanches.

24.3 Contracting In

Nothing in this Agreement prohibits the Employer from contracting with any other Party. It is agreed that all such work will be bargaining unit work and the Union agrees to meet to discuss temporary modifications to this Agreement that will be beneficial to securing such work. These discussions are to take place at an expedited pre-bid meeting comprised of the Union's Labour/Management Committee representatives, a member of the affected work group, and the Employer's representatives. Any local modifications will be on a project-by-project basis without precedent. Only bargaining unit employees shall operate company owned, rented or leased equipment.

24.4 Warranty and Repair Work

The Employer agrees that it will not acquire any bumper to bumper service agreements on any purchased, leased or rented equipment which is over and above the mandatory warranty.

It is agreed that, with the exception of mandatory warranty work, third Parties will not be permitted to use the equipment of the employees, in order for the third Party to service, clean, or repair the Employer's or third Party's equipment. When warranty work is done on the Employer's premises, a Peace Country Maintenance (North) Ltd. Mechanic will be assigned when, in the opinion of the Operations Manager or his designate, Peace Country Maintenance (North) Ltd.'s workload will allow. Such an assignment is for training. Routine servicing and maintenance of equipment shall be performed by members of the bargaining unit.

ARTICLE 25 - HEALTH AND WELFARE

25.1 Eligibility

Employees shall be eligible for coverage for Health and Welfare Benefits effective the first day of the month following their appointment to regular status. Benefits shall be in accordance with existing insurance policies except as otherwise stated in this Article. The Employer will pay one hundred percent (100%) of the regular premiums.

25.2 Short-Term Illness and Injury Plan

The Employer will pay the premium for an insurance policy that entitles regular employees to a benefit of seventy-five percent (75%) of pay for a period not to exceed seven months.

Vacation Entitlement - an employee on leave pursuant to this clause shall earn seniority for all hours the employee would have worked had he/she not been ill and been able to stay on the job and vacation pay for an employee on Short Term Illness and Injury shall continue to accrue while the employee is on leave. Vacation earned pursuant to this clause may be carried over to the following year. On return from leave an employee shall be placed in his/her former position.

25.3 Basic Medical Insurance

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

25.4 Extended Health Care Plan

Regular employees and their eligible dependents shall be entitled to coverage for Extended Health Care.

- (a) The Employer shall pay the monthly premium for regular employees entitled to coverage under a mutually acceptable extended health care plan.
- (b) For the term of this Agreement, this plan will provide equivalent benefits on the same terms as those currently provided, except as stated below.
- (c) Corrective lenses - two hundred dollars (\$200) payable once every twenty-four (24) months.
- (d) Hearing aids - five hundred and twenty-five dollars (\$525) once every forth-eight (48) months.
- (e) Fees of a registered psychologist, up to a maximum of one thousand dollars (\$1,000), claimable per family per year.
- (f) Hairpieces for chemotherapy patients not to exceed one hundred dollars (\$100) lifetime maximum.

25.5 Dental Plan

Regular employees and their eligible dependents shall be entitled to coverage for dental care.

- (a) The Employer shall pay the monthly premium for employees entitled to coverage under a mutually acceptable plan which provides:
 - (1) Part A, one hundred percent (100%) coverage (no limits);
 - (2) Part B, sixty percent (60%) coverage (no limits);
 - (3) Part C, fifty percent (50%) coverage.
- (b) An employee is eligible for orthodontic services under Part C after twelve (12) months' participation in the Plan. Orthodontic services are subject to a lifetime maximum payment of two thousand, six hundred dollars (\$2,600) per patient.

25.6 Group Life and Accidental Death and Dismemberment

Regular employees shall be entitled to coverage for Group Life and Accidental Death and Dismemberment.

- (a) The Employer shall provide a mutually acceptable Group Life Plan with benefits equivalent to twice an employee's annual salary, with a minimum of one hundred thousand dollars (\$100,000).

The Employer shall pay one hundred percent (100%) 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) Employees shall as a condition of employment, enroll in the Group Life Plan and shall complete the appropriate payroll deduction authorization forms.
- (c) The Group Life Plan shall include the following provisions for accidental dismemberment:
 - (1) loss of both hands or feet - the principal sum;
 - (2) loss of sight of both eyes - the principal sum;
 - (3) loss of one hand and one foot - the principal sum;
 - (4) loss of one hand or one foot and sight of one eye - the principal sum;
 - (5) loss of one hand or one foot - one-half (½) of the principal sum;
 - (6) loss of sight of one eye - one-half (½) of the principal sum.

25.7 Doctor's Certificate of Inability to Work

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

25.8 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, except for examinations required under Appendix 1, Section 1.4.

25.9 Long-Term Disability

Regular employees shall be entitled to coverage for Long-Term Disability as provided for under Appendix #1.

25.10 Benefit Coverage while on Short Term Illness or Injury/Long Term Disability

The Employer shall maintain coverage for MSP, extended health benefits, dental care benefits, group life, accidental death and dismemberment, wage indemnity and long term disability and pension plan contributions and shall pay the Employer's share of these premiums while an employee is in receipt of benefits pursuant to the Short Term Illness and Injury and Long Term Disability Plans for the first twenty four (24) months of LTD coverage, after which health and welfare benefit coverage shall be the responsibility of the employee.

25.11 Employer to Provide Coverage

The Employer shall pay the premiums for the policies described in Articles 25.2, 25.3, 25.4, 25.5, 25.6 and 25.9 above until the end of the month in which an employee loses benefit entitlement. The employee shall pay the premium for any insurance over the amount set out in the policy described in Article 25.6 above.

25.12 Employee and Family Referral Program

The Employer agrees to pay one hundred percent (100%) of the cost of fees for service for the Employee and Family Referral Program in accordance with Memorandum of Understanding #4.

25.13 Continuation of Benefits

Employees who are eligible for benefits under Article 25, shall be entitled to maintain coverage for a maximum period of twelve (12) consecutive months immediately following the month of layoff by prepaying the premium themselves.

25.14 Copies of the Benefit Plan

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

25.15 Legislative Changes

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

25.16 Multi-Employer Health and Welfare Plan

- (a) The Employer agrees to work with the Union to establish a joint health and welfare plan that will establish benefits at least equal to those within this Agreement at an equal or reduced cost. In addition, the Parties will identify methods of improving the cost efficiency of the current benefit plans.
- (b) To this end, the Parties shall meet within five (5) months of ratification to initiate discussions.
- (c) The Employer will not be obligated to join any plan developed pursuant to Clause (a) above during the life of this Collective Agreement.

25.17 Designation of Spouse

Where an employee has designated a common-law spouse for benefit purposes and the employee wishes to designate another common-law spouse, a period of twelve (12) months must elapse before the newly designated common-law spouse and dependents are entitled to benefit coverage.

ARTICLE 26 - EMPLOYEE EQUIPMENT AND CLOTHING**26.1 Protective Clothing**

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

26.2 Safety Equipment

- (a) With the exception of prescription glasses and safety footwear, the Employer will supply all safety equipment required for the job under WCB regulations. Where safety equipment is required by WCB, it will be issued on an individual basis in accordance with Memorandum of Understanding #3.
- (b) Replacement of unserviceable items as provided for in Memorandum of Understanding #3 will be made upon surrender of the items to be replaced.

26.3 Lockers

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

26.4 Purchase of Work Clothing

- (a) The Union and the Employer agree that preference will be given to B.C. suppliers when clothing or wearing apparel is purchased by the Employer. Upon depletion of existing stocks and termination of current contracts, all apparel supplied by the Employer shall be Union made where available and shall bear a label so stating. The aims of this Policy are:
 - (1) to encourage business operations within B.C.; and
 - (2) to foster new job creating enterprises throughout the province; and
 - (3) to promote growth and stability in B.C.
- (b) For the term of this Agreement, where the Employer can demonstrate to the Union that where an article of clothing or wearing apparel:
 - (1) is manufactured in B.C.; or
 - (2) creates new jobs in B.C. at the provincial industry standard rate of pay, then the Union will consider the requirements of this clause to have been met.

26.5 Tools

- (a) No employees, other than those classified as tradespersons, helpers, or apprentices, will be required to supply work tools or equipment.
- (b) An employee shall furnish and replenish his/her inventory of personal hand tools. The Employer shall furnish and maintain power tools, specialty tools, testing equipment and all other equipment as required to service or repair Employer-owned, rented or leased equipment.
- (c) Where maintenance of employee's hand tools has been done by the Employer in the past, this practice shall continue. It is understood that "maintenance", as used in this Section, shall mean sharpening and keeping in good working condition.

(d) The Employer will replace the employee's approved inventory list of tools and tool boxes required for the job, which may be lost, or broken while used on the job, upon reasonable proof of such loss or breakage, and proof that there has been no negligence on the part of the employee. Replacement will be of equal quality.

26.6 Comprehensive Insurance

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

ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES

27.1 Equal Pay

The Employer shall not discriminate between male and female employees by employing a person of one sex for any work at a rate of pay that is less than the rate of pay at which a person of the other sex is employed for similar or substantially similar work.

27.2 Paydays

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

(b) A comprehensive statement detailing all payments, allowances and deductions shall be supplied for each pay period. All premiums and allowances payable shall be paid out no later than four (4) weeks from the date of earning them.

(c) The Employer shall provide for the direct deposit (electronic funds transfer) of the employee's pay in a participating chartered bank, trust company or credit Union of the employee's choice on or before the appropriate payday. Employee participation shall be compulsory except where access to a financial institution with capability of accepting direct deposit is not available. Where direct deposit is not available and paycheques are now delivered in individual sealed envelopes, this practice shall not be changed without mutual agreement at the local level.

27.3 Rates of Pay

(a) Employees shall be paid in accordance with the rates of pay negotiated by the Parties to this Agreement, subject to Article 27.7 and Appendix 3, Rates of Pay for Apprentices.

(b) Rates of pay shall be as indicated in Appendix 2.

27.4 Substitution Pay

(a) When an employee temporarily substitutes in, or performs the principal duties of, a higher-paying position, he/she shall receive the rate for the job. Employees on short term disability leave, special leave, or any other paid leave of absence will be entitled to the basic rates of pay they received prior to substituting in a higher position.

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

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

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

(d) The application of this clause shall not include training time.

(e) The Employer agrees that, except in the case of emergency, an employee's workload will not be increased as a result of positions being temporarily vacant due to illness, vacation, leave of absence or any other reason.

(f) Substitution to a higher non-supervisory level position shall be offered to the most senior available qualified employee in the appropriate classification, subject to the employee's ability to perform the job.

(g) Appointment to substitute in supervisory level positions shall be made on the basis of qualification, merit and seniority.

(h) Where an established supervisory position normally exists, it shall be the normal practice that a substitute be designated in accordance with this Article.

27.5 Rate of Pay on Reclassification or Promotion

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

27.6 Pay on Temporary Assignment

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

27.7 Salary Protection and Downward Reclassification of Position

(a) Effective February 15, 1989 an employee shall not have his/her salary reduced by reason of:

- (1) a change in the classification of his/her position; or
- (2) placement into another position with a lower maximum salary;

that is caused other than by the employee.

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

When the salary of the employee's new classification equals or exceeds the salary which the employee is receiving, the employee's salary will be implemented at the then current rate of pay of his/her new classification.

That employee shall receive the full negotiated salary increases for his/her new classification thereafter.

27.8 Vehicle Allowances

Vehicle allowances for all distances travelled on Employer business shall be paid to employees required to use their own vehicles in the performance of their duties. The allowance shall cover distance to and from the employee's place of residence only when the employee is required to have his/her vehicle at work for use in the performance of his/her duties. Vehicle allowances shall be thirty-five cents (35¢) per kilometre.

27.9 Meal Allowances

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

Meal allowances shall be:

Breakfast	\$ 8.50
Lunch.....	10.25
Dinner.....	19.25

27.10 Isolation Allowance

An isolation allowance shall be paid to each employee as follows:

- (a) Bob Quinn/Bell..... \$100.00 biweekly
- (b) Tattoga 100.00 biweekly

- (c) Dease Lake 80.00 biweekly
- (d) Telegraph Creek 95.00 biweekly
- (e) Jade City 100.00 biweekly*
- (f) Atlin 100.00 biweekly

Should new locations be established the Parties agree to negotiate an appropriate allowance in line with the above.

27.11 Abnormal Working Conditions

Premium rates for abnormal working conditions shall be as follows:

Both Parties to this Agreement recognize that employees should not be required to work under abnormal working conditions, however, where it is unavoidable the following shall apply: A premium allowance of eighty cents (80¢) per hour shall be paid to employees working on a swing stage, over bridges or stacks, or towers, or over the side of buildings or vessels, such that they are working above surrounding terrain. Premium allowance shall apply to actual time while exposed, except that time shall be calculated in one (1) hour increments. This same premium shall apply to tree falling, working in culverts, working with raw sewage, or welding and cutting of galvanized material.

27.12 Upgrading Qualifications

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

27.13 Accommodation, Board and Lodging

Accommodation, board and lodging allowances for employees required to work away from their headquarters shall be paid in accordance with Appendix 5.

27.14 Relocation Expenses

Employees who have to move from one geographic location to another after winning a competition, or at the Employer's request, shall be entitled to relocation expenses in accordance with Appendix 5.

27.15 Retirement Allowance

- (a) Upon retirement from service, an employee who has completed twenty (20) years of continuous service and over age fifty-five (55), and who under the provisions of the Pension (Public Service) Act or Union Pension Plan is entitled to receive a superannuation allowance on retirement, is entitled to an amount equal to his/her basic pay for one (1) month, and for each full year of service exceeding twenty (20) years but not exceeding thirty (30) years, is entitled to an additional amount equal to one-fifth (1/5) of one (1) month's basic pay.

- (b) For the purposes of this Article, one months' pay is:

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

27.16 Salary Rate Upon Employment

The hiring rate of pay for a new employee shall not be higher than the rate of pay for an existing employee in the same classification with similar work experience, training, and education.

27.17 Telephone Allowance

Employees on travel status who are required to obtain overnight accommodation shall be entitled to claim five dollars (\$5), for every three (3) consecutive nights away.

27.18 Pay Periods

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

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

27.19 Special Vacation Transportation Subsidy for Severely Isolated Locations

- (a) Regular employees at severely isolated locations with access to major centres only possible by extended travel, shall receive once in each calendar year, a special subsidy to assist them with transportation expenses for themselves and their dependents.
- (b) This subsidy shall be in the amount of three hundred and fifty dollars (\$350), and is only payable in the event that the employee actually leaves the isolated area.
- (c) The Employer in keeping with the relevant legislation shall pay their employees in a manner which provides a travel allowance and does not increase their taxable income.

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

27.20 Work Time Records

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

27.21 Training Allowance

Operators who are required by the Employer to provide training to a specified level and to certify to the competency of the employees so trained shall receive twelve dollars (\$12) per day while training. In such cases, the most senior qualified operator with the capability to provide training in the required class of equipment shall be given the opportunity to provide such training.

27.22 Special Certificate Allowance

Those employees required to hold a valid Boiler Operator Certificate that is not required in their classification specification shall receive additional compensation of twenty-three dollars (\$23) biweekly.

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

Classification specifications shall be established by mutual agreement with the Union within six (6) months of ratification of this Agreement.

28.2 Classification and Salary Adjustments

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

- (b) If the Parties are unable to agree on the rate of pay for the new or substantially altered classification, or piece of equipment, within ten (10) days of their first meeting or other such period agreed to by the Parties, the Employer may implement the classification and attach a salary.
- (c) The Union may then refer the matters, within twenty-one (21) days, to arbitration. The arbitrator shall determine the rate of pay.
- (d) The new rate of pay shall be effective on the date agreed to by the Parties, or the date set by the arbitrator but, in any event, not earlier than the date of implementation.

28.3 Reclassification Procedure

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

- (a) If an employee believes that the position he/she occupies is improperly classified, he/she shall discuss the classification with his/her supervisor.
- (b) The supervisor shall, upon request, provide the employee with a written statement of duties and responsibilities within thirty (30) days of the request.
- (c) Upon request, the employee and his/her immediate supervisor shall discuss this statement by comparison with the classification specification(s).
- (d) If there is a dispute between the supervisor and the employee concerning the classification or grade of the position he/she occupies, or if the employee believes there is a conflict between his/her classification specification and the statement of duties, the employee may initiate a grievance at Step 2 as per Article 8 of this Agreement.
- (e) The effective date of any resulting change in classification shall be the first day of the biweekly pay period following the date that a job description was requested pursuant to Clause 28.3(b).

ARTICLE 29 - APPRENTICESHIP PROGRAM

29.1 Administration and Implementation of Apprenticeship Programs

The Employer and the Union recognize that Apprenticeship Programs are the normal procedures for obtaining Trades qualifications. The administration and implementation of Apprenticeship Programs will be the responsibility of the Employer.

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

- (a) When an Apprentice is attending school as required by the B.C. Ministry of Labour, Skills and Development, he/she shall be paid his/her appropriate wage rate. Where eligible, the Apprentice shall apply for a wage allowance from the Ministry of Human Resource Development and shall remit this allowance to the Employer.
- (b) The Employer will advise Apprentices when they are eligible for a Ministry of Human Resources Development wage allowance.
- (c) Apprentices will qualify for a per diem allowance while attending school required by B.C. Ministry of Labour, Skills and Development. Rates will be in accordance with Appendix 5.

29.3 Apprentices Attending Special Training as Required by Employer

Where Apprentices are required by the Employer to attend specialized training locations, which require them to either relocate or transfer from their seniority block, they shall receive the appropriate allowance as described in Appendix #5.

29.4 Apprentice Moving Expenses

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

29.5 Employment on Completion of Apprenticeship Program

(a) Apprentices shall be considered regular employees for the term of their apprenticeship for benefit purposes only. Since Apprentices are indentured under a Contract of Apprenticeship pursuant to the Apprenticeship Act, and since this Contract may be subject to cancellation, the provisions of Article 13 do not apply. Should an Apprentice obtain regular status employment with the Employer immediately following his apprenticeship, the period of the apprenticeship will not count towards his service seniority.

(b) Apprentices who had regular status with the Employer immediately prior to entering the Apprenticeship Program shall return their previous service seniority should they obtain regular status employment immediately following their apprenticeship. Should an Apprentice with previous service seniority with the Employer not obtain employment with the Employer immediately following his apprenticeship, he will be eligible for severance pay on the basis of his service seniority prior to entering the Apprenticeship Program.

29.6 Apprenticeship Ratio

The Employer agrees to maintain at least one (1) apprentice within the Contract Area. The Apprenticeship Program designate shall be established by the Joint Labour/Management Committee after reviewing operational requirements.

ARTICLE 30 - TRAINING AND SERVICE CAREER POLICY

30.1 Employee Training

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

- (a) including an upgrading and/or training program for all trades or trades related classifications;
- (b) ensure there is at least one (1) regular employee in the machine operator series (in excess of the normal operators) trained and qualified to operate each piece of equipment resident in each seniority block, e.g., single axle dump truck, tandem dump truck, loader, grader, etc.;
- (c) where the complement in (b) above falls below one (1) regular employees, the Employer shall, within two (2) weeks, commence training pursuant to Article 30.3;

30.2 Selection for Training

As required within a seniority block, training will be offered on a rotational basis to employees in the following order:

- senior regular employees within the classification;
- senior regular employee within the classification series;
- senior auxiliary employee within the classification series;

30.3 On-the-Job Operator Training

- (a) Once per year between January 1st and January 31st employees shall indicate in writing to the Joint Labour/Management Committee requests for on-the-job training for the upcoming year.
- (b) Employees shall be designated for on-the-job Operator training in writing.

- (c) Training shall be considered time worked.
- (d) An employee rejected from the training will be so informed in writing by the Employer.
- (e) Unless the employee is under direct supervision, an employee operating equipment at a higher rate shall receive substitution pay in accordance with Clause 27.4(c).
- (f) The Parties recognize that continuity of training is important. The Employer shall schedule standardized training so as to provide the required continuity. It is understood that the length of training may vary depending on operator experience, complexity of the equipment, and operational requirements; however, a minimum of three (3) consecutive days will be allowed unless proficiency is achieved sooner.

30.4 Completion of Courses on Company Time

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

30.5 Reimbursement for Approved Courses

- (a) Employees shall be reimbursed one hundred percent (100%) of Employer pre-approved costs, provided a passing mark is achieved.
- (b) The Parties to this Agreement may mutually agree to an alternate reimbursement percentage for approved job-related courses.
- (c) Termination of employment will nullify any obligation of assistance by the Employer.

30.6 Training Away from Regular Seniority Block

Where the Employer requires employees to take training away from their seniority block, and where an employee cannot return on a daily basis, the Employer shall provide for all necessary expenses such as tuition, books, travel, meals, accommodation, or other legitimate pre-approved items. The employee shall be on travel status as per Appendix 5.

30.7 Examinations

Employees shall be permitted to write an examination required by the Employer, upon satisfactory completion of the 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 re-examined on a one-time basis only. This provision shall not apply to examinations set as a condition of employment.

Any examination required by the Employer pertaining to any classification covered by this Collective Agreement shall be subject to approval by the Joint Labour/Management Committee.

ARTICLE 31 - AUXILIARIES

31.1 Letter of Appointment

An auxiliary employee shall receive a letter of appointment clearly stating his/her employment status and expected duration of employment.

31.2 Seniority

- (a)
 - (1) For the purpose of layoff and recall, an auxiliary employee who has worked in excess of thirty (30) work days shall accumulate service seniority within a work group on the basis of the total number of straight-time hours worked with the Employer. Accumulated straight-time hours worked with previous contractors in Contract Area 28 will be included provided they accepted auxiliary employment with successive contractors in Contract Area 28.
 - (2) The total hours above shall be converted to a eight (8) hour shift to establish seniority.

- (3) Upon completing thirty (30) work days (eight [8] hour shifts), an auxiliary employee's seniority shall include the accumulated thirty (30) work days.
 - (4) Designated paid holidays or days in lieu of designated paid holidays in accordance with Article 31.11 shall be included in the calculation of seniority.
- (b) Subject to Article 31.3, an auxiliary employee shall retain his/her service and classification seniority if he/she is moved by the Employer from one seniority unit to another.
 - (c) For the purpose of layoff and recall, auxiliary employees who are on a claim recognized by the Workers' Compensation Board which arises out of a work-related injury while employed by the Employer, shall earn seniority for all hours the employee would have worked had he/she not been injured and been able to stay on the job.
 - (d) A current work unit service seniority list shall be posted quarterly in each work group.
 - (e) When two (2) or more employees commence work in the same classification on the same day, the order of establishing their relative seniority shall be as follows in sequence:
 - (1) the date of application for employment;
 - (2) by chance on the date of hire if the date of application is the same.

31.3 Loss of Seniority

An auxiliary employee shall lose his/her seniority when in the event that:

- (a) he/she is terminated for just cause;
- (b) he/she voluntarily terminates or abandons his/her position;
- (c) he/she is not recalled for a work assignment in an nine (9) month period;
- (d) he/she is unavailable for, or declines, three (3) offers of re-employment in a one calendar year period.

31.4 Layoff and Recall

- (a) Layoff of auxiliary employees shall be by classification in reverse order of seniority within a seniority block.
- (b) Auxiliary employees on layoff shall be recalled in order of seniority within an assembly point provided the auxiliary employee is qualified to carry out the work which is available.
- (c) *Offers of Auxiliary Work:*
 - (1) Employees on layoff will be notified of available work by a means determined by the Employer.
 - (2) If an employee receives notice of available work and declines the work offered, such decline will be considered to be a decline for purposes of Clause 11.4(a)(4).
 - (3) An employee who declines work on three (3) separate occasions in a one (1) year period (January to December) shall lose his seniority and shall be considered terminated for just cause.
 - (4) Auxiliary employees who are unavailable in the following circumstances will not have the decline or unavailability count as an occurrence for the purpose of Clause 11.4(a)(4):
 - (i) absence on a WCB claim;
 - (ii) maternity leave;
 - (iii) absence on bereavement leave without pay;
 - (iv) illness; proof of illness may be required if the absence is greater than five (5) days or where it appears a pattern of consistent or frequent absence is developing;

- (v) illness of a dependent child of an employee, where no one other than the employee can care for the child. Proof of illness may be required if a pattern of consistent absence is developing.
- (vi) Union leave per Article 2.10;
- (vii) jury duty;
- (viii) medical or dental appointment;

31.5 Auxiliary Displacement

- (a) Within a seniority block, senior auxiliary employees may opt to displace junior auxiliary employees who have been recalled if a senior auxiliary is unavailable for recall due to the following circumstance(s):
 - (1) absence on a WCB or ICBC claim;
 - (2) maternity leave;
 - (3) absence on bereavement leave;
 - (4) illness; proof of illness may be required if the absence is greater than five (5) days or where it appears a pattern of consistent or frequent absence is developing;
 - (5) illness of a dependent child or spouse of an employee, where no one other than the employee can care for the child. Proof of illness may be required if a pattern of consistent absence is developing;
 - (6) Union leave per Article 2.10;
 - (7) jury duty;
 - (8) medical or dental appointments.
- (b) Senior auxiliary employees shall only be eligible to displace junior auxiliary employees if the displacement occurs immediately following the expiry of the leave(s) referred to in Clause 31.5(a) above.

31.6 Health and Welfare

In lieu of Health and Welfare benefits, auxiliary employees shall receive an additional compensation of sixty cents (60¢) for all regular hours worked.

31.7 Weekly Indemnity

- (a) Article 31.6 will not apply when an auxiliary employee is receiving benefits under this clause.
- (b) Auxiliary employees are eligible for weekly indemnity benefits upon accumulation of four hundred (400) hours of auxiliary seniority. Once established, eligibility for weekly indemnity is retained unless the auxiliary employee loses auxiliary seniority. Weekly indemnity benefits are payable for each period of illness up to a maximum of fifteen (15) weeks at sixty percent (60%) of the auxiliary employee's normal average earnings. Normal average earnings are calculated by averaging the straight-time hours paid in the six (6) most recent biweekly pay periods in which earnings occurred.
- (c) The benefit waiting period in each case of illness will be fourteen (14) calendar days. This means that benefits will be paid from the fifteenth (15th) day of illness.
- (d) Subject to Clause 31.7(c), full benefits will be reinstated:
 - (1) in the case of new illness, after the auxiliary employee returns to active employment following the most recent absence due to illness and accumulates one hundred fifty (150) more hours of auxiliary seniority;
 - (2) in the case of a recurrence of a previous illness, after the auxiliary employee returns to active employment following the most recent absence due to that illness and accumulates four hundred (400) more

hours of auxiliary seniority.

(e) The payment of benefits to a person who is laid off or separated prior to termination of his/her illness shall be continued after the layoff or separation until the total number of weeks for which benefits have been paid in respect of that illness is fifteen (15) weeks or the duration of the illness, whichever occurs first, except that benefits will cease on the effective date of a scheduled layoff or separation, if the illness occurs two (2) months (or less) before that layoff or separation, provided that notice of the layoff or separation was given prior to the occurrence of the illness.

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

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

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

31.8 Leave for Medical and Dental Care

Where it is not possible to schedule medical and or dental appointments outside regularly scheduled working hours, reasonable time off for medical and dental appointments for auxiliary employees shall be permitted. Such leave will be without pay.

31.9 Emergency Leave

The Employer may grant a leave of absence without pay to an auxiliary employee requesting leave for emergencies or other unusual circumstances. Approval for this leave shall not be unreasonably withheld.

31.10 Reporting Pay

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

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

31.11 Designated Paid Holidays

- (a) An auxiliary employee shall be compensated for paid holidays provided he has:
 - (1) worked the day before and the day after a paid holiday; or
 - (2) worked fifteen (15) of the previous thirty (30) days; or
 - (3) worked at least one hundred and twenty (120) hours at the straight-time rate in the previous thirty (30) days.

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

- (b) An auxiliary employee who is required to work on a paid holiday shall be compensated at the same rate as regular employees.

31.12 Vacation Entitlement

Auxiliary employees will be entitled to receive vacation pay at the rate of six percent (6%) of their basic pay. This vacation pay shall be paid on each paycheque based on regular hours to a maximum of eighty (80) hours biweekly.

31.13 Application of Agreement

- (a) Except as otherwise noted in this Article, the provisions of Articles 11, 13, 17, 18, 19, 20, 21, and 25 do not apply to auxiliary employees. The provisions of other Articles apply to auxiliaries except as otherwise indicated.
- (b) Auxiliary employees shall be entitled to the provisions at Article 20.1 - *Bereavement Leave*; however, such leave shall be without pay.
- (c) For the purpose of Article 21, maternity and parental leave for auxiliary employees shall be in accordance with the Employment Standards Act.
- (d) Auxiliary employees shall be entitled to the provisions of Article 20.9.

31.14 Auxiliary Conversion

Auxiliary employees who achieve two thousand and eighty (2,080) straight-time hours in a fifteen (15) month period shall be converted to regular status effective the first of the month following the month in which they attain the required hours.

ARTICLE 32 - PENSION PLAN**32.1 The Plan**

The Employer agrees to become a contributing Employer to the Pension Fund of the BCGEU Pension Plan.

32.2 Contribution Rates

The contribution to the Pension Fund will be fifteen percent (15%) of the member employees' basic salaries effective date of ratification. Salary, for pension purposes, means in respect of each member employee, the sum of the wages, disability income from Employer or Union-sponsored disability plans such as short term disability, long term disability, income replacement, weekly indemnity or similar plans, monthly Workers' Compensation benefits, and vacation pay received in a calendar month; notwithstanding the foregoing, money paid in lieu of vacation shall be specifically excluded in the determination of salary. The Employer's required contribution to the Pension Fund

will be eight and one-half percent (8½%), effective date of ratification of each member employee's basic salary. The Employer will also deduct from each member employee's salary six and one-half percent (6½%) effective date of ratification, and remit the amount together with the Employer's contribution on behalf of each employee to the Pension Fund. Effective February 15, 1999, the Employer's contribution will increase to nine percent (9%) of basic salary and the employee's contribution will increase to seven percent (7%) of basic salary, for a combined contribution of sixteen percent (16%).

32.3 Participation

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

32.4 Remittance

All Employer and employee required contributions to the Pension Fund shall be paid to the Pension Fund no later than ten (10) days after the end of the payroll period in respect of which the contributions are applicable. In any event, all Employer and employee required contributions to the Pension Fund shall be paid to the Pension Fund no later than ten (10) days after the end of the calendar month in which the salary is earned by members who are employees of the Employer.

32.5 Contributions While Disabled

Where a member becomes disabled and is in receipt of disability income from any Employer-sponsored disability benefit program whether such program is insured or not, that member shall have remitted to the Pension Fund by the Employer the same pension contribution as set out in Article 32.2 above. Such amount would be based on the disability benefit received.

32.6 Late Remittance

In the event that contributions are not remitted in the manner provided in Article 32.4 above, the Employer shall be subject to the following provision. For all funds in arrears, the Employer will remit the appropriate contribution identified in Article 32.2 above, and the Employer will include a delinquency charge payment of two percent (2%) per month, compounding monthly, on behalf of each individual for whom a remittance is to be made to the Fund. Any month or portion thereof is deemed to be one (1) full month.

ARTICLE 33 - GENERAL CONDITIONS

33.1 Point of Assembly

Each employee shall be assigned an assembly point upon hiring or recall. Assembly points shall be Dease Lake, Tattoga, Bob Quinn, Jade City, Atlin and Telegraph Creek.

A permanent change in assembly point for an individual cannot be made except by the mutual agreement of the Union and the Employer.

- (a) Every employee will be assigned regular point of assembly within his/her seniority block. A regular point of assembly is the location where the employee daily reports for work and will be an established point such as a yard, maintenance depot, office etc.
- (b) When an employee is assigned to a work location so far removed from his/her seniority block or point of assembly that it is impractical for him/her to be returned to his/her regular point of assembly at the end of each day's work, he/she will be assigned a temporary field point of assembly and will be provided with accommodation, board and lodging allowances in accordance with Article 27.13 of this Agreement. A temporary field point of assembly will not be assigned or changed without prior notification of seventy-two (72) hours, except in the case of an emergency or by mutual agreement at the local level. The seventy-two (72) hours' notice shall be waived for

employees called from layoff status. The location of a temporary field point of assembly will be designated by mutual agreement and will normally be the point of field accommodation, local yard, or worksite.

(c) Where an employee works away from his/her regular or temporary field point of assembly, as the case may be, he/she will, at the Employer's option, either travel on the Employer's time or be paid for hours travelled at the overtime rates. For purposes of this clause, "overtime rates" as used in Clause 16.6(a) of this Agreement shall prevail. "Overtime rates" as referred to in this clause applies only to the rate applicable.

33.2 Return to Regular Point of Assembly

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

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

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

33.3 Employer Vehicle Use

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

33.4 Indemnity

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

(b) *Criminal Actions* - where an employee is charged with an offence resulting directly from the proper performance of his/her duties and is subsequently found not guilty, the employee shall be reimbursed for reasonable legal fees.

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

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

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

assumption that the employee would conclude that he/she might be the object of legal action; or

(5) when the employee receives notice of any legal proceedings of any nature or kind.

33.5 Payroll Deductions

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

33.6 Copies of Agreement

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

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

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

COLLECTIVE AGREEMENT
between the
PEACE COUNTRY MAINTENANCE (NORTH) LIMITED
and the
B.C. GOVERNMENT AND SERVICE
EMPLOYEES' UNION
Effective from February 15, 1997 to February 14, 2000

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

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

33.7 Travel Advance

Employees who proceed on travel status may be provided with an adequate travel advance. The amount of the advance will be determined by such factors as time away from the regular point of assembly and the frequency of reimbursement.

33.8 Work Group

Each work group working from a common assembly point shall be considered completely independent for the following purposes:

- Substitution;
- rotation of shifts;
- allocation of overtime;
- preference in vacation;
- training courses;
- work schedules.

The seniority block boundaries, as per Memorandum of Understanding 5, shall determine the work areas for Machine Operator series. Both Parties recognize that operational requirements will require Machine Operators to work in other seniority blocks from time to time.

It is not the intent of the Employer to change assembly points, the crew sizes or the hours of work within a seniority block.

33.9 Technical Orders

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

33.10 Parking

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

33.11 Private Vehicle Damage

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

33.12 Telephone Facilities

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

33.13 Supply and Maintenance of Equipment

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

33.14 Political Activity

(a) Municipal and School Board Offices

(1) Employees may seek election to Municipal and School Board Offices provided that the duties of the Municipal or School Board Office other than regular council or board meetings do not impinge on normal working hours as an employee.

(2) There is no conflict of interest between the duties of an employee and the duties of the Municipal or School Board office.

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

(b) Federal and Provincial Offices

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

33.15 Vehicle Trips

Whenever a vehicle is designated to make a trip outside of its normal area of operation, the regularly assigned operator, subject to operational feasibility and Clause 16.3 of this Agreement will be given the first opportunity to operate the vehicle on this trip. This Article will apply to the low-bed operator only.

33.16 Reorganization

(a) The Parties recognize that it is in the best interests of employees for consultation to take place with the legally certified bargaining agent regarding the effect of reorganization on the employees.

(b) In the event of any substantial reorganization in the Bargaining Unit which results in redundancy, relocation or reclassification, the issue shall be addressed at the Joint Labour/Management Committee in order for the Employer to consult with the Union.

ARTICLE 34 - STUDENTS

The Parties will meet in the spring of 1999 to discuss student employment.

ARTICLE 35 - TERM OF AGREEMENT

35.1 Duration

This Agreement shall be binding and remain in effect to midnight February 14, 2000.

35.2 Notice to Bargain

- (a) This Agreement may be opened for collective bargaining by either Party giving written notice to the other Party on or after November 14, 1999, but in any event not later than midnight, January 14, 2000.
- (b) Where no notice is given by either Party prior to January 14, 2000, both Parties shall be deemed to have given notice under this clause on January 14, 2000, and thereupon Article 35.3 applies.
- (c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the General Manager.

35.3 Commencement of Bargaining

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

35.4 Change in Agreement

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

35.5 Agreement to Continue in Force

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

35.6 Effective Date of Agreement

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

35.7 Limitations

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

35.8 Joint Orientation

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

SIGNED ON BEHALF OF THE UNION:

SIGNED ON BEHALF OF THE EMPLOYER:

George Heyman
President

James Poole
General Manager

Chuck Phillips, Bargaining
Committee Chairperson

Ralph Elke
Labour Consultant

Peter Onofrechuck
Bargaining Committee

Debra Smith, Manager
Human Resources

Reg Wolfe
Bargaining Committee

Celine Bourgoin, Assistant
Operations Manager

Lloyd C. Glibbery
Staff Representative

Dated: _____, 1999

APPENDIX 1 - SHORT AND LONG TERM DISABILITY**PART I SHORT TERM ILLNESS AND INJURY PLAN****1.1 Eligibility**

- (a) Regular employees shall be covered by the Short Term Illness and Injury Plan upon completion of three (3) months of active service with the Employer.
- (b) Regular employees with less than three (3) months of service who are unable to work because of illness or injury are entitled to six (6) days' coverage at seventy-five percent (75%) pay in any one calendar year.
- (c) Notwithstanding (a) and (b) above, where a regular employee is on a claim recognized by the Workers' Compensation Board while the employee was on the Employer's business, he/she shall be entitled to leave at his/her regular rate of pay up to a maximum of one hundred fifty-two (152) days for any one claim in lieu of benefits as outlined in Section 1.2. In such cases the compensation payable by the Workers' Compensation Board shall be remitted to the Employer.
- (d) Pay for a part-time regular employee under this plan shall be based on his/her part-time percentage of full-time employment at date of present appointment.

1.2 Short Term Plan Benefit

- (a) In the event an employee is unable to work because of illness or injury he/she will be entitled to a benefit of seventy-five percent (75%) of pay for a period not to exceed seven (7) months from date of absence, (Short Term Plan Period).
- (b) The seventy-five percent (75%) benefit may be supplemented in quarter day increments by the use of the following in descending order:
 - (1) Earned sick leave credit as noted below
 - (2) Compensatory Time Off (CTO)
 - (3) Vacation entitlement
- (c) Employees may bank, at year end, one-quarter (1/4) of a day for each of the first six (6) days' sick leave not taken during the calendar year. This banked sick leave can be used to supplement any future sick leave under this Plan. The total remaining accumulation will be paid out at retirement.

1.3 Recurring Disabilities

- (a) Employees who return to work after being absent because of illness or injury, and within five (5) consecutive scheduled days of work again become unable to work because of the same illness or injury are considered to still be within the original Short Term Plan period as defined in Section 1.2(a).
- (b) Employees who return to work after being absent because of illness or injury and within five (5) consecutive scheduled work days again become unable to work because of a new illness or injury unrelated to the illness or injury that caused the previous absence shall be entitled to a further seven (7) months of benefits under this plan.
- (c) Employees who return to work after being absent because of illness or injury, and after working five (5) or more consecutive scheduled days of work, again become unable to work because of the same illness or injury will be entitled to a further seven (7) month period of benefits under this plan, except as provided in (d) below, where the Short Term Plan period shall continue to be as defined in Section 1.2(a).
- (d) Where an employee is returning to work after a period of illness or injury and where a medical practitioner has approved such return on a trial basis for assessment and/or rehabilitation purposes, the Short Term Plan period shall continue to be as defined in Section 1.2(a). Such trial period must be approved during the period the

employee is receiving short term benefits; however, the end of the trial period can go beyond the Short Term Plan benefit period.

(e) Employees who return to work after a period of illness or injury and who do not work the same number of hours that were scheduled prior to the illness or injury shall receive prorated benefits under this plan, however, not beyond seven (7) calendar months from the initial date of absence as defined in Section 1.2(a), if absence is due to the same illness or injury.

1.4 Doctor's Certificate of Inability to Work

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

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

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

1.5 Integration With Other Disability Income

Short term benefits will be reduced by all other disability income benefits to which the absent employee is entitled except disability income which was being received prior to the illness or injury resulting in the employee being absent from work and which is unrelated to the illness or injury causing the current absence and the one-quarter ($\frac{1}{4}$) day accumulation that is being used to supplement the plan, pursuant to Clause 1.2(b). Other disability income benefits will include:

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

Notwithstanding the above, where an employee makes a successful wage loss claim against a third Party for an injury for which the employee received or would receive STIIP benefits, the Employer will be entitled to recover or decrease Plan benefits by an amount equal to the amount that plan benefits in combination with the wage loss claim paid exceed one hundred percent (100%) of pay. This section does not apply to a War Disability Pension paid under an Act of the Governments of Canada or other commonwealth countries.

1.6 Benefits Not Paid During Certain Periods

Benefits will not be paid when an employee is:

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

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

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

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

1.7 Employee to Inform Employer

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

1.8 Entitlement

For the purpose of calculating six (6) days per calendar year, one (1) day shall be considered to be one (1) day regardless of the regularly scheduled work day. Calculation of part-time employees and partial days will be on a prorated basis.

1.9 UIC Premium

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

1.10 Benefits Upon Layoff or Separation

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

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

PART II LONG TERM DISABILITY PLAN

2.1 Eligibility

(a) Full-time employees shall be covered by the Long Term Disability Plan upon completion of six (6) months active employment with the Employer.

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

(c) Coverage in the plan is a condition of employment.

2.2 Long Term Disability Benefit

In the event an employee, while covered under this plan, becomes totally disabled as a result of an accident or a sickness, then, after the employee has been totally disabled for seven (7) months, including periods approved in Section 1.3(a) and (c), he/she shall be eligible to receive a monthly benefit as follows:

(a) The employee shall receive a monthly benefit equal to the sum of:

- (1) sixty-eight and three-tenths percent (68.3%) of the first nineteen hundred dollars (\$1900) of monthly earnings; and
- (2) fifty percent (50%) of the monthly earnings above nineteen hundred dollars (\$1900).

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

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

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

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

(d) When an employee is in receipt of the benefit described in Section (a) above, contributions required for benefit plans in Section (c) above will be waived by the Employer.

(e) An employee engaged in rehabilitative employment with the Employer and who is receiving partial Long Term Disability benefit payments will have contributions required for benefit plans in Section (c) above waived by the Employer.

2.3 Total Disability

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

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

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

(c)

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

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

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

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

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

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

2.4 Exclusions from Coverage

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

- (a) war, insurrection, rebellion, or service in the armed forces of any country after the commencement of this plan;
- (b) voluntary participation in a riot or civil commotion except while an employee is in the course of performing the duties of his/her regular occupation;
- (c) intentionally self-inflicted injuries or illness;

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

2.5 Pre-existing Conditions

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

2.6 Integration With Other Disability Income

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

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

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

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

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

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

Notwithstanding the above, where an employee makes a successful wage loss claim against a third Party for an injury for which the employee received or would receive LTD benefits, the Employer will be entitled to recover or

decrease Plan benefits by an amount equal to the amount that the Plan benefits in combination with the wage loss claim paid exceed one hundred percent (100%) of pay.

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

2.7 Successive Disabilities

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

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

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

2.8 Cessation of Plan Coverage

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

- (a) on the day that is seven (7) months prior to his/her sixty-fifth (65th) birthday; or
- (b) on the date of commencement of paid absence prior to retirement; or
- (c) on the date of termination of employment with the Employer.

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

2.9 Leave of Absence

Employees on leave of absence without pay may opt to retain coverage under the plan and shall pay the full premium, except when on approved maternity leave. Coverage will be permitted for a period of eighteen (18) months of absence without pay. If an employee on leave of absence without pay or with partial pay, who has elected coverage under this Plan, becomes disabled, benefits under this Plan will be based upon monthly earnings immediately prior to the current leave of absence, and will be paid upon scheduled date of return to work.

2.10 Benefits Upon Plan Termination

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

2.11 Contributions

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

2.12 Claims

Long Term Disability claims will be adjudicated and paid by a claims-paying agent to be appointed by the Employer. In the event a covered employee disputes the decision of the claims-paying agent regarding a claim for

benefits under either the Short Term Illness and Injury Plan or the Long Term Disability Plan, the employee shall only have the rights of appeal or review as provided in the applicable Plan, as administered by the claims-paying agent.

Time limits for appeals or reviews are as provided in the applicable Plan.

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

2.13 Physical Examination

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

2.14 Canadian Currency

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

2.15 Administration

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

2.16 Implementation by Regulation

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

2.17 Benefit Level

Persons receiving benefits shall receive increases to their benefit level at the Consumer Price Index or three percent (3%), whichever is lesser.

APPENDIX 2 - HOURLY WAGE RATES

Classification/Series	Feb 15/97 1.0%	Feb 15/98 1/0%	Feb 15/99 1.0%	Aug 15/99 .5%
BRIDGEWORKER SERIES				
Bridgeworker I	21.54	21.76	21.98	22.09
Bridgeworker II	22.09	22.31	22.53	22.64
TJ Bridgeworker	24.45	24.69	24.94	25.06
TLH Bridgeworker	25.09	25.34	25.59	25.72
TS Bridgeworker	25.76	26.02	26.28	26.41
MACHINE OPERATOR SERIES				
Labourer/Flagperson	20.51	20.72	20.93	21.03
Machine Operator 7	23.23	23.46	23.69	23.81
Machine Operator 4	22.65	22.88	23.11	23.23
Machine Operator 3	21.54	21.76	21.98	22.09
Road Foreman 1	23.84	24.08	24.32	24.44
Road Foreman 2	24.45	24.69	24.94	25.06
Road Foreman 3	25.09	25.34	25.59	25.72
Road Foreman 4 (<i>effective on ratification</i>)	**	25.88	26.14	26.27
Signperson	22.09	22.31	22.53	22.64
MECHANICAL SERIES				
Mechanic Assistant	21.54	21.76	21.98	22.09
Mechanic I	23.23	23.46	23.69	23.81
TJ Mechanic	25.09	25.34	25.59	25.72
TJ Welder	25.09	25.34	25.59	25.72
TLH Mechanic	25.76	26.02	26.28	26.41
TS Mechanic	26.43	26.69	26.96	27.09
Stockworker 1	18.63	18.82	19.01	19.11
Stockworker 2	20.51	20.72	20.93	21.03
Stockworker 3	21.02	21.23	21.44	21.55
Stockworker 4	22.09	22.31	22.53	22.64
TJ Industrial Warehouse	22.65	22.88	23.11	23.23
CLERICAL SERIES				
Clerk I	**			
Clerk II	**	19.14	19.33	19.43

** effective on ratification

APPENDIX 3 - RATES OF PAY FOR APPRENTICES**Two-year Apprenticeship Program**

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

Three-year Apprenticeship Program

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

Four-year Apprenticeship Program

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

Five-year Apprenticeship Program

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

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

APPENDIX 4

CLASSIFICATION SPECIFICATIONS

(To be negotiated within three (3) months of ratification)

APPENDIX 5

BOARD, LODGING, AND RELOCATION EXPENSES

Definitions

For the purpose of these regulations:

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

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

"mobile employees" are those that occupy positions requiring assignment to a "temporary" headquarters for a significant period of time for each specific project and who are required to carry out their duties on a day-to-day basis from their assigned temporary headquarters; these employees are usually required to change their temporary headquarters on a continual basis and would not be domiciled at a permanent headquarters;

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

"seasonal field employees" are those employees who occupy positions which permit them to be normally domiciled at their permanent headquarters but who are assigned field duties on a seasonal basis, returning to their permanent headquarters when not working in the field;

"permanent camp" is a camp which will be established and occupied continuously for more than one year;

"seasonal camp" is a camp that will be established and occupied less than five (5) months and is usually comprised of tents and, where feasible, trailers;

"fly or sub-base camp" is a camp that will be established and occupied on a very temporary basis, is mobile in nature, and is generally isolated with very restricted access;

"local hire" is a person who is hired or is domiciled within eighty (80) kilometres of the job site by means of the shortest road route;

"travel status" with respect to an employee means absence of the employee from the employee's designated headquarters or geographic location on the Employer's business with the approval of the Employer, but travel status does not apply to employees temporarily assigned to a position outside of the designated headquarters or to field status employees;

"headquarters or geographic location" is that area within a designated foreman area where employees ordinarily perform their duties. When employees are relocated, the headquarters area may be redefined where exceptional circumstances such as unusual road conditions exist;

"dependents" for the purpose of definition, dependents are spouse, dependent children and anyone for whom the employee claims exemption on Federal Income Tax returns;

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

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

- (a) value of an average serviced lot in or close to the nearest town;
- (b) assessed value of actual house on site;
- (c) total added value in Sections (a) and (b).

PART I BOARD AND LODGING REGULATIONS

1.1 Board and Lodging Allowances

(a) *Local Hire:*

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

(b) *Employees at their Headquarters:*

No board and lodging will be supplied, or living allowance or meals and/or accommodation paid to employees while at their permanent place of residence or to "stationary" or "seasonal field" employees while at their permanent headquarters, except as specifically authorized by this Agreement.

(c) *Travel Status:*

The following class of employees, under the stated conditions, shall be entitled to the current meal allowance and accommodation reimbursement, or the current private accommodation allowance in lieu of accommodation reimbursement:

- (1) "stationary" employees who are required to travel away from their permanent headquarters up to a maximum of sixty (60) days at one location on a continuous basis;
- (2) "mobile" employees who are required to travel away from their temporary headquarters, or, who are moving from one assigned temporary headquarters to another, and for a period up to thirty (30) days at the beginning of each assignment to enable them to arrange suitable longer term accommodation;
- (3) "seasonal field" employees who are required to travel away from their permanent headquarters up to a maximum of sixty (60) days at one location on a continuous basis, or, who are required to travel away from their assigned temporary headquarters for short periods up to a maximum of thirty (30) days at one location on a continuous basis, or, who are moving from one assigned temporary headquarters to another, for a period up to thirty (30) days at the beginning of each assignment to enable them to arrange suitable longer term accommodation, or until the Employer makes other arrangements such as providing board and lodging using community services or camp facilities;
- (4) Notwithstanding any provisions contained in Subsection (c)(1), (2), or (3), travel status will not apply where the Employer decides to provide for or supplies free board and lodging.

(d) *Board and Lodging:*

The following class of employees, when not on travel status, and under the conditions stated, shall be entitled to board and lodging supplied by the Employer in either Employer-operated camps or by means of local community services:

- (1) "stationary" employees assigned to a temporary headquarters;
- (2) "mobile" employees assigned to a temporary headquarters;
- (3) "seasonal field" employees assigned to a temporary headquarters.

(e) *Per Diem Living Allowance:*

The per diem living allowance is intended to cover only those living costs which are considered over and above normal for those employees whose positions require mobility or require that the employee live in the field thereby making it impractical to establish a relatively permanent residence or reside at their permanent residence.

(1) Where employees would otherwise be entitled to travel status under Section (c) or board and lodging supplied under Section (d), employees may elect a per diem living allowance in lieu of travel status or board and lodging supplied, in which case employees shall be responsible to find and pay for their own accommodation and make and pay for their own board arrangements; however, where the Employer establishes a camp, employees will be obligated to receive board and lodging using camp facilities at the Employer's option.

(2) The election of the per diem allowance by employees shall not result in greater transportation costs to the Employer than would have resulted if board and lodging was supplied by the Employer.

(3) Where employees are entitled, the per diem living allowance will be forty-five dollars (\$45) per day for each calendar day in the month. This will be paid via the payroll (subject to income tax) one (1) month in arrears to enable the pay offices to calculate the correct entitlement. This allowance will be paid for the periods employed on the job and will include days of rest, statutory and declared holidays, short term illness and injury absence, approved WCB leave with pay, other approved leave of absence with or without pay for periods up to five (5) days. Without limiting or extending the provisions of this Section, the per diem allowances will not be payable during the following periods:

- (i) non-approved unpaid absences from the job including abutting weekends;
- (ii) unpaid WCB leave and unpaid absence due to illness or injury in excess of five (5) days, except that where such conditions occur and the employee remains at the job area, then board and lodgings will be supplied by the Employer, but not beyond the period of hire or twenty (20) days, whichever is the lesser;
- (iii) while on educational leave with or without pay;
- (iv) termination pay for vacation and pre-retirement leave upon retirement;
- (v) while employees are moving from one job site to another or from one headquarters to another and on travel status.

(4) Where employees have elected free board and lodging it is understood and agreed that fifty percent (50%) of the per diem living allowance will be payable where the Employer is unable to supply board but lodging is supplied.

(5) Where employees have elected the per diem allowance, it is understood and agreed that, in the following situations, fifty percent (50%) of the per diem allowance will be payable where the employee and the Employer mutually agree that it is necessary to retain employees' accommodation at designated headquarters, and in such cases the Employer's agreement shall not be unreasonably withheld;

- (i) where employees are temporarily assigned away from designated headquarters and are on travel status or supplied with free board and lodging;
- (ii) where employees are on annual holidays, banked holidays, or compensatory time off with pay; for the purposes of calculating the allowance, holiday, or compensatory time off will be considered to commence on the first working day off the job, and will end the day before the employee's return to work;
- (iii) where employees are on leave with pay for Union business.

Where the employee and Employer do not find it necessary to retain accommodation at the employee's headquarters under the circumstances outlined in this Section, then no per diem allowance is payable.

(6) It is understood that the Employer will advise employees in advance as to what type of board and lodging facilities are or will be made available, and employees will advise in writing if requested, prior to final arrangements being made, whether or not they wish to accept board and lodging supplied or elect the per diem living allowance. The decision reached will remain in effect for the duration of the project, except that changes may be made by mutual agreement.

(7) Where employees have elected the per diem living allowance, it is understood and agreed that the Employer will be required to provide sufficient notice in writing of the termination date of the project to enable employees to avoid possible duplication of accommodation payments. In the event the project terminates earlier than the notice date given, employees shall be entitled, upon production of receipts, to any duplication accommodation costs incurred directly resulting from the insufficient notice. Where the project terminates later than the notice date given, employees shall be entitled, upon production of receipt, to any abnormal increase of costs in accommodation, or any duplication of accommodation costs, directly resulting from extending the termination date of the project. This would not include normal increases in rent that may be experienced during the extended period.

1.2 Moving of Trailers and Household Effects

It is understood and agreed that it is necessary for some "mobile", "seasonal field", and "stationary" employees to move from one assignment to another to carry out their normal duties. In these cases, the regular relocation expenses will not apply, instead, the Employer shall be responsible for arranging and paying for the moving of an employee's single wide mobile trailer or home up to the maximum width allowed on the highway with a permit, and one vehicle, and/or household effects.

1.3 Type of Accommodation

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

1.4 Permanent Camp

Where a "stationary" employee's permanent headquarters is at a permanent camp, the employee will be required to pay for board and lodging supplied. The rate will be two hundred and thirty dollars (\$230) per month or proportion thereof for a partial month. Where lodging only is supplied, the rate will be seventy dollars (\$70) per month or two dollars and thirty-five cents (\$2.35) per day. Where board only is supplied, the rate will be one hundred fifty-six dollars (\$156) per month, or five dollars and twenty cents (\$5.20) per day, or one dollar and seventy-five cents (\$1.75) per meal. This regulation, however, will not alter any existing arrangements whereby the employee bids on a posted competition with the proviso that free board and lodging would be supplied at the permanent headquarters.

PART II RELOCATION EXPENSES

2.1 Policy

(a) *Relocation expenses will apply:*

(1) to employees who have to move from one headquarters or geographic location to another after completing their probation period and after winning a posted position where the position is permanently located at another headquarters or geographic location;

(2) to employees who have to move from one headquarters or geographic location to another at the Employer's request to fill a position which is permanently located at another headquarters or geographic location.

(b) Relocation expenses will not apply, but instead the applicable travelling, living and moving expenses provided under Part I of this Memorandum will apply to the following groups of employees who will not be considered to be on relocation:

(1) to field status, mobile and other employees whose normal duties require moves from one temporary headquarters to another or from one assignment to another;

(2) to field status, mobile and other employees who are successful applicants for posted positions, where such positions are not permanently located at one headquarters or geographic location, such as is the usual case with field crew positions;

(3) to apprentice employees when there is a pre-programmed change in their headquarters or geographic location.

(c) To employees entitled to relocation expenses, the Employer will pay travelling, living and moving expenses on relocation in accordance with the following provisions.

2.2 Travel Expenses on Relocation

(a) *Initial trip to seek new accommodation:*

The Employer shall grant, with no loss of basic pay, prior to relocation, at a time mutually-agreeable to the Employer and the employee, up to five (5) days plus reasonable travel time, to an employee being relocated and shall reimburse the employee for travel expenses for the employee and spouse in accordance with this Agreement.

Any time beyond specified time may be charged against the employee's annual vacation credits, however, expenses will not be payable. This leave must be for the specific purpose of locating accommodation, with the intent, in as many instances as possible, that furniture and household effects may be delivered directly to the new residence.

(b) *Travelling expenses moving to new location:*

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

Meals: Adults - full rate
Children 12 and under - one-half (½) rate

Motel or Hotel: On production of receipts. Private lodging
at old or new location at current rate.

(c) Where dependents of an employee relocate at a time different than the employee, the Employer shall reimburse the employee for his/her dependents' travel expenses, meals and accommodation incurred while travelling to the new headquarters area. In such cases where the employee remains eligible for benefits pursuant to Section 2.3, the employee will be reimbursed for his/her dependents' meals at the new location for a period of up to seven (7) days.

The above allowances will be in accordance with the current allowances provided for in this Agreement.

2.3 Living Expenses Upon Relocation at New Location

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

- (a) the Employer shall pay an employee not accompanied by dependents at the new location, a living allowance of twenty dollars (\$20) per day up to a maximum of thirty (30) days; or
- (b) the Employer shall pay an employee accompanied by dependents at the new location, a living allowance of thirty dollars (\$30) per day up to a maximum of sixty (60) days.
- (c) Where an employee is receiving the payment in (a) above and is later joined by his/her dependents at the new location and the employee is still eligible for payment under this Section, the payment shall be as in Section (b) above. However, the maximum period of payment under Sections (a) and (b) shall not exceed sixty (60) days.

2.4 Moving of Household Effects and Chattels

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

- (a) moving of household effects and chattels up to 8,165 kg. including any item(s) which the contracted mover will accept as part of a load which includes household appliances and furniture, hobbies, boats, outboard motors and pianos;
- (b) comprehensive insurance to adequately protect the employee's household effects and chattels during the move up to a maximum of thirty thousand dollars (\$30,000);
- (c) where necessary, insured storage up to two (2) months, upon production of receipts;
- (d) the packing and unpacking of the employee's household effects and chattels;
- (e) when an employee is being relocated and opts to move his/her own household effects and chattels, the employee shall receive one of the following allowances:
 - (1) three hundred dollars (\$300) for a move not exceeding a distance of two hundred forty (240) kilometres;
 - (2) six hundred dollars (\$600) for a move which exceeds a distance of two hundred forty (240) kilometres;
 - (3) one hundred and twenty-five dollars (\$125) where the employee is entitled to receive the amount pursuant to Section 2.7(d).
- (f) Where the employee exercises an option pursuant to Section (e) above then the provisions of Sections (a) and (d) above shall not apply.

2.5 Moving of Mobile Homes

- (a) On relocation, an employee who owns a mobile home may opt to have his mobile home moved by the Employer in either of the following circumstances:
 - (1) where the employee's new headquarters area is on the list of isolated areas, providing no suitable accommodation is available, or
 - (2) where an employee is living in a mobile home which was moved to its present location by the Employer or the government of British Columbia, and the employee's headquarters prior to the impending relocation is named on the list of isolated locations.
- (b) Where an employee's mobile home is moved by the Employer under this Section then the Employer shall also arrange and pay for the following:

- (1) moving of single wide mobile trailer or home up to the maximum width allowed on the highway with a permit including any skirting, cabanas or attachments. Where mobile homes in excess of the above are involved, the Employer will pay:
 - the equivalent cost of moving a single wide mobile trailer or home up to the maximum width allowed on highways with a permit, or
 - the real estate and legal fees involved in selling the extra wide trailer up to a maximum of thirty-five hundred dollars (\$3,500);
 - (2) comprehensive insurance to adequately protect the employee's household effects, chattels and trailer during the move up to a maximum of thirty thousand dollars (\$30,000);
 - (3) the setting up and levelling of a mobile home or double wide, at the new location to a maximum of five hundred dollars (\$500) upon production of receipts;
 - (4) the packing and unpacking of the employee's household effects and chattels if required.
- (c) Where an employee is living in a mobile home and is not included in Section (a) above, and chooses to move the mobile home to the new headquarters area, the employee shall be entitled to reimbursement for costs covered in Section (b) above up to a maximum of two thousand dollars (\$2,000) upon production of receipts.
- (d) Where the employee opts under this Section to have a mobile home moved, there shall be no entitlement to the provisions of Sections 2.4 and 2.10.

2.6 Moving of Personal Vehicles Upon Relocation

The Employer shall reimburse employees for the cost of transporting one (1) personal vehicle and one (1) trailer towed by the personal vehicle.

The vehicle and trailer, where applicable, may be driven in which case current vehicle allowance rates for the vehicle only will apply, or vehicle and trailer, where applicable may be shipped by rail or boat, in which case the cost of the least expensive method will be paid.

In addition, the Employer will pay for any additional transportation charges such as ferry fares for the vehicle and trailer with or without load.

2.7 Incidental Expenses on Relocation

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

- (a) when an employee purchases a private dwelling house in the new location--four hundred and twenty-five dollars (\$425);
- (b) when the employee is moving to rental accommodation in the new location--one hundred and seventy-five dollars (\$175);
- (c) when an employee is moving with a mobile home--one hundred and seventy-five (\$175);
- (d) when the employee is moving to room and board--one hundred dollars (\$100).

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

2.8 Notice to Employee Upon Relocation

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

2.9 Requested Relocation by Employee

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

2.10 Real Estate and Legal Fees

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

- (a) Reimbursement of fees to a maximum of four thousand, five hundred dollars (\$4,500) charged by a real estate agency for the selling of the employee's private dwelling home in which he/she resided immediately prior to relocation.
- (b) An employee who has sold his/her own home without the aid of a realtor shall be entitled to claim seven hundred and fifty dollars (\$750).
- (c) Allowance for legal fees encumbered upon the employee because of the purchase of his/her private dwelling house in which he/she lives after relocation will be paid in accordance with the following:
 - one percent (1%) of the first forty thousand dollars (\$40,000) of the purchase price;
 - one-half (½) of one percent (1%) of any amount of the purchase price above forty thousand dollars (\$40,000);
 - the total cost to the Employer under Part (c) shall not exceed eight hundred dollars (\$800).
- (d) Where an employee purchases a reasonable amount of property, secures a joint mortgage (land and private dwelling) and begins construction within twelve (12) months of relocation (i.e, foundation poured), he/she shall be entitled to reimbursement of legal fees not to exceed the amount specified in Section (c) above. In these circumstances, the reimbursement shall be for one transaction only.
- (e) The employee may only claim legal fee reimbursement in either Section (c) or (d) above, not both.

APPENDIX 7

ARBITRATOR'S AGREEMENT

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

Signature

LETTER OF INTENT NO. 1**SUSPENSION OF DRIVER'S LICENSE**

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

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

Driver's License Suspensions

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

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

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

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

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

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

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

LETTER OF INTENT NO. 2

ALTERNATE STEWARDS

The Employer and the Union recognize that matters and circumstances may, from time to time, make it appropriate for the Union to be represented by the steward and/or an alternate steward.

The Employer will not unreasonably deny the right of both stewards to act where the matter is of sufficient importance and where both stewards are readily available.

Availability and participation of the alternate steward shall not be a factor in the processing of grievances under Article 8 of this Agreement.

LETTER OF INTENT NO. 3

FOREMEN

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

LETTER OF UNDERSTANDING #1

BENEFIT REVIEW

The Parties agree to conduct a Benefit Review to ensure that the coverage has not decreased as a result of Peace Country Maintenance (North) Limited becoming a contractor with the Ministry of Transportation and Highways. This shall be completed no later than two (2) months after ratification.

LETTER OF UNDERSTANDING #2**AVAILABILITY PROVISION**

By mutual agreement between a regular employee and his/her shift supervisor, foreman, operations manager, or general manager, a regular employee will leave work or not report for work, subject to the following provisions;

- a) Employees who are away from work for one (1) day or less must be available to return to work on one (1) hour's notice;
- b) Employees who are away from work for more than one (1) day must be available to return to work on one (1) day's notice;
- c) Employees will be paid sixty-five percent (65%) of their hourly rate when absent;
- d) Employees will be guaranteed the minimum annual hours per pay year;
- e) Overtime hours, (not pay) will be included as part of the annual hours;
- f) Employees may choose to use banked CTO or borrow from future CTO to top up to one hundred percent (100%) of pay when absent. This top up money will not count toward the annual hours;
- g) Pension contributions will be based on their minimum annual hour pay per year;
- h) Except as stated above, employees will be covered by all the benefits and provisions of the Collective Agreement as though they had been working full-time.

MEMORANDUM OF UNDERSTANDING #1

TABLE OF RECOGNIZED WORK DAY LENGTHS AND SHIFT PATTERNS

Length of Scheduled Work Day	Shift Pattern	Number of Work Days	Number of Days of Rest	Surplus or Shortage	Statutory Holiday Provisions	No. of Stat Holidays Shut Down
8 hours	5:2	249	104	0	Shutdown	11
8.5 hours	5:2, 5:2, 4:3	234	119	- 3 hours	Shutdown	11
9 hours	5:2, 4:3	221	132	- 3 hours	Shutdown	11
9.5 hours	2:1	210	143	+ 3 hours	Shutdown	11
10 hours	4:3	199	154	- 2 hours	Shutdown	11

Note: Surplus or shortage hours must be built into the negotiated shift schedule.

The Table of Recognized Work Day Length and Shift Patterns shall be changed to permit seven point five (7.5) and eight point five (8.5) hour shifts. (7.5 winter)(8.5 summer). The Parties will meet locally to establish work schedules. Failure to reach agreement will be resolved pursuant to the applicable provisions of the Collective Agreement.

Note: Shift schedules to be included into the Agreement that provides for seven and one-half (7½) hour shifts during the winter and eight and one-half (8½) hour shifts during the summer.

MEMORANDUM OF UNDERSTANDING #2
CAMP CONDITIONS–BOB QUINN & JADE CITY

Trailer Pads:

1. Trailer pads will be provided at a rent of one hundred and fifty dollars (\$150) per month, serviced with water and sewer.
2. If B.C. Hydro is available the Employer will not subsidize electricity. However, if power is generated on site, it will be supplied to the trailer pad for a fee of fifty dollars (\$50) per month. A fee of one hundred dollars (\$100) per month will be charged for trailers with electric heat.
3. A camp subsidy of two hundred dollars (\$200) biweekly will be paid to those employees supplying their own housing.
4. Regular employees in their own trailers will be allowed to purchase their own satellite system (maximum value four thousand dollars (\$4,000)) by payroll deduction.

Bunk Houses:

1. Accommodation will be supplied free of charge to temporary or regular employees choosing to live in Employer supplied bunk houses. Maximum occupancy rate will be determined by the number of bedrooms. (One [1] person per bedroom.) Singles accommodation only. Maximum of two (2) employees per trailer unless proper bunk houses are supplied.
2. A camp subsidy of one hundred and five dollars (\$105) biweekly will be paid to all employees staying in a bunk house.
3. Necessary living items such as dishes, cutlery, cooking utensils, appliances, kitchen, bedroom, bathroom, and living room furnishings will be supplied. This shall also include but not be limited to stove, fridge, freezer, washer, dryer, vacuum cleaner, curtains, colour TV.

Television System:

A satellite television system will be supplied to feed into all trailers and bunk houses. If employees opt for No. 4 above, they will be disconnected.

Existing Regular Employees (Applies to Bob Quinn Camp only):

For those regular employees resident in Bob Quinn Camp on February 15, 1992, and who remain in camp, the conditions of Memorandum of Understanding #2A will continue to apply until such time as they agree to the new conditions.

The Employer may assist employees who wish to bring their own accommodation into camp if the employee gives up its benefits under Memorandum of Understanding #2A.

MEMORANDUM OF UNDERSTANDING 2-A**CAMP CONDITIONS - BOB QUINN FOR RESIDENTS IN CAMP ON
FEBRUARY 15, 1992**

This Memorandum records the agreement between the Parties pertaining to camp conditions for employees working and residing at Bob Quinn.

1. There will be no rent or utilities charges for trailers 1, 5, 6, 7, 9, 12.
2. All employees and winter temporaries will receive one hundred dollars (\$100) biweekly.
3. Trailers 1, 5, 6, 7 will have heated and wired joey sheds (10' x 12'), porches, and exit coverings installed.
4. All trailers will be supplied with fire extinguishers.
5. Trailers 1, 5, 6, 7 will be furnished with:
 - apartment size deep freezers
 - microwaves
 - colour TV and hook-up to suitable receiving system supplied by Employer
 - necessary living items such as dishes, cutlery, cooking utensils, appliances, kitchen, bedroom, bathroom and living room furnishings, i.e., fully furnished living accommodation
 - one good vacuum cleaner to be shared.
6. Trailer 7 will be furnished with a washer and dryer.
7. The Employer agrees to have a cleaning person for the first aid room, offices, etc.
8. The Employer agrees to ensure immediate repairs to trailers such as plumbing, wiring, appliances, and furnishings that may need to be repaired or replaced during the term of this Agreement.
9. The Employer agrees to examine the practicality of providing personal content insurance for all employees.
10. The Parties agree as follows regarding the occupancy of residential trailers at Bob Quinn Lake Camp:
 - (a) The standard occupancy level is two (2) persons in each trailer at any time;
 - (b) The Employer will have no responsibility for occupancy of more than two (2) persons under the following circumstances:
 - (1) where it results from the late departure or early arrival of another bargaining unit employee,
 - (2) where both of the incumbent occupants agree to the extra occupancy.
 - (c) Where emergency circumstances require extra occupancy, the Employer shall pay the trailer the sum of fifty dollars (\$50) per night of extra occupancy. Every effort will be made by the Employer to avoid extra occupancy. (No contractor will be placed in a trailer where such placement directly or indirectly results in extra occupancy unless present occupant(s) agree.)

MEMORANDUM OF UNDERSTANDING #3
EMPLOYEE EQUIPMENT AND CLOTHING

The Employer shall supply and maintain the following equipment and clothing to all employees within each classification series as specified below:

1. Coveralls - individual issue as follows:
 - (a) Machine Operator Series - maximum of two (2) pairs per year (cleaning and repair is employee responsibility);
 - (b) Mechanical Series - maximum of five (5) pairs per week.
 - (c) Bridgeworker Series - current practice to be maintained.
2. Individual issue welder's leather jackets and aprons where appropriate.
3. Plant issue rubber boots, aprons, gloves, and goggles where appropriate when employees are cleaning or washing machinery or equipment.
4. Summer and winter work gloves as appropriate.
5. Smocks, aprons, laboratory coats where the employee's clothes may be soiled due to the work situation (Stockperson, Mechanic Foreman).
6. Disposable gloves and coveralls, for dead animal removal.
7. (a) With the exception of prescription glasses and safety footwear, the Employer will supply all safety equipment required for the job under Worker Compensation Regulations. Where the Employer's regulations regarding safety footwear exceed Worker's Compensation Board Regulations, then the Employer shall supply such footwear. Where the following safety equipment is required by the Workers' Compensation Board it will be issued on an individual basis:
 - (1) hard hats and liners where required
 - (2) safety gloves
 - (3) safety or welding goggles and helmets
 - (4) respirators
 - (5) protective hearing devices
- (b) Replacement of unserviceable items will be made upon surrender of items to be replaced, together with proof that replacement is not the result of negligence by the employee.
8. Laundry and Repair - Where the Employer supplies the items listed in paragraphs 1-5 above (with the exception of 1-(A), the Employer will bear the cost of laundering and repair and will ensure adequate levels of stock are on hand.
9. The Employer agrees to pay mechanics a tool allowance of three hundred dollars (\$300) per calendar year for the pre-approved receipted purchase of tools. This amount shall be prorated for partial years.
10. One pair of insulated coveralls size small and one pair of size large will be made available at each seniority block per year.

MEMORANDUM OF UNDERSTANDING #4
EMPLOYEE AND FAMILY REFERRAL PROGRAM

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

- (a) Total cost will not exceed two thousand dollars (\$2,000) per year.
- (b) Personal referral services will be provided for employees and their families.
- (c) The Program will be confidential and bills will be sent by Stikine Health Society to Peace Country Maintenance (North) Ltd.

MEMORANDUM OF UNDERSTANDING #5**SENIORITY BLOCKS**

This Memorandum defines the seniority blocks for Contract Area 28 and the geographic boundaries of each Seniority Block. Each of the following locations will be considered a separate seniority block:

BOB QUINN - includes locations surrounding Bob Quinn with the southern boundary ending at Deltac and the northern boundary ending at Eastman Creek.

TATTOGA - includes locations surrounding Tattoga with the southern boundary ending at Eastman Creek and the northern boundary ending at the south abutment on the Stikine River Bridge.

DEASE LAKE - includes locations surrounding Dease Lake with the southern boundary ending at the south abutment on the Stikine River Bridge, the northern boundary ending at the Dease River Bridge and the western boundary ending at the burnt trailer on the Telegraph Creek Road.

JADE CITY - includes locations surrounding Jade City and roads within Provincial jurisdiction in the Lower Post areas with the southern boundary ending at the Dease River Bridge and the northern boundary ending at the Yukon border.

ATLIN - includes all roads within Provincial jurisdiction in the Atlin area.

TELEGRAPH CREEK - includes locations surrounding Telegraph Creek with the eastern boundary ending at the burnt trailer on the Telegraph Creek Road.

* For winter shift purposes, the geographic boundary where the Bob Quinn and Tattoga Machine Operator work groups meet will be the Burrage hill.

MEMORANDUM OF UNDERSTANDING #6

FUEL ALLOWANCE

A heating fuel allowance of up to one thousand and fourteen dollars (\$1,014) will be made available each year to all existing regular employees who were employed by Peace Country Maintenance (North) Ltd. on February 15, 1992.

This amount will be paid out on the production of paid receipts. Regular employees resident in bunk houses will not be eligible for this allowance.

MEMORANDUM OF UNDERSTANDING #7

Pursuant to Article 18.3 - *Vacation Scheduling*, the Employer agrees that in the final year of the Maintenance Agreement or in any year where the maintenance contractor changes, all eligible employees shall be entitled to schedule their entire vacation entitlement in accordance with the provisions of the Agreement.

MEMORANDUM OF AGREEMENT
between
PEACE COUNTRY MAINTENANCE (NORTH) LTD.
and
THE B.C. GOVERNMENT AND SERVICE
EMPLOYEES' UNION

The undersigned Bargaining Committees of Peace Country Maintenance (North) Ltd. and the B.C. Government and Service Employees' Union do hereby agree to recommend the following Terms of Settlement to their respective principals.

1. All matters, other than the following, previously agreed remain agreed.
2. The letter from J. Poole to J.T. Shields shall be amended as follows:

Atlin	T. Ross	TSMHD
Dease Lake	D. Rowe B. McBride	MO3 BW1
Tatogga	Jackie Carlick James Borquin Jim Nole Wilburn Quok Cliff Dennis Doyle Nole D. McPhee	RF2 MO7 MO4 MO7 MO4 MO3 Labourer/Flag
Bob Quinn	B. Bjornson	TSMHD

3. Re: Article 14.3 - Conversion
The Parties agree that banking of hours is on the basis of an hour earned is an hour taken and it shall not be considered an increased cost pursuant to Article 14.2(e)(2).
4. The Table of Recognized Work Day Length and Shift Patterns shall be changed to permit seven point five (7.5) and eight point five (8.5) hour shifts. (7.5 winter) (8.5 summer). The Parties will meet locally to establish work schedules. Failure to reach agreement will be resolved pursuant to the applicable provisions of the Collective Agreement.
5. The Parties will meet in the spring of 1999 to discuss student employment.
6. The following wage increases will apply:

Feb 15/97	Feb 15/98	Feb 15/99	Aug 15/99
1.0%	1.0%	1.0%	.5%

7. All other provisions are effective date of ratification unless otherwise specified.
8. Overpayments to employees will be dealt with in the following manner:
 1. Employees will have the option of sitting down with Ralph Elke and Debbie Smith to ascertain the amount of payback and the reasons for such payback. The employee may bring Union representatives to the meeting, on the employers time.
 2. All retroactivity, if applicable, will be applied to the balance owing.

3. There will be a minimum payment of seventy-five dollars (\$75) per pay period for any additional outstanding amount.
4. Individual employees will have the option of negotiating an appropriate payback schedule. Provided it meets at least with (3) above.
9. Mediator Mark Atkinson will remain seized to deal with any implementation issues.

**SIGNED ON BEHALF OF
THE UNION:**

original signed by:
Chuck Phillips

original signed by:
Reg Wolfe

original signed by:
Peter Onofrechuk

original signed by:
Lloyd C. Glibbery, Staff Representative

**SIGNED ON BEHALF OF
THE EMPLOYER:**

original signed by:
James Poole

original signed by:
Ralph Elke

Signed this 9th day of July, 1998.

Witness: original signed by:
N. Mark Atkinson

LETTER #1 TO J.T. SHIELDS

April 9, 1998

B.C. Government and Service Employees' Union
4911 Canada Way
Burnaby, B.C. V5G 3W3

Attention: John T. Shields
President

Dear Mr. Shields

Re: Bel Accommodation

Employees currently employed at Bel will be relocated to Bob Quinn by October 15th, 1998 or alternatively better accommodation conditions will be provided.

Yours truly

Jim Poole
General Manager

LETTER #2 TO J.T. SHIELDS

April 9, 1998

B.C. Government and Service Employees' Union
4911 Canada Way
Burnaby, B.C. V5G 3W3

Attention: John T. Shields
President

Dear Mr. Shields

Re: Employee Classifications

This letter sets out the Parties understanding at negotiations regarding employees and their designated classification for the purpose of payment of wages.

The following represents the list of current regular employees and their respective classification. Again this letter is for the purposes of establishing designated classifications for employees and does not represent in any way a guarantee of employment or an adjustment to the agreed core levels as set out in the Collective Agreement under Article 24.

Dease Lake

M. Palmer		STW4
L. Cook		BTLH
J. Waite		BR2
G. St. Marie		MTS
W. Skinner		MTLH
J. Mann		MTJHD
R. Keown		MTJAuto
C. Tashoots		MO3
W. Bolduc		MT Apprentice
M. Lawrence		RF4
J. McPhee		MO7
A. Louie	MO7	
R. Wasmuth		MO7
S. Lee		MO7
J. Marion		RF2
C. Phillips		MO4
M. Watson		MO4
D. Rowe	MO3	
K. Rattray		CLK2
B. McBride		BW1

Telegraph Creek

A. Marion		RF2
V. Delange		MO7
C. Quock		MO3

Tatogga Yard

J. Carlick	RF2
J. Bourquin	MO7
J. Nole	MO4
W. Quok	MO7
C. Dennis	MO4
D. Nole	MO3
D. McPhee	Labourer/Flag

Jade City

A. Scott	MO7
R. Wolfe	MO4
J. Marion	MO4
K. Gilmore	MO4
J. Anderson	MO4
F. Holland	MO4
G. Huber	Labourer

Bob Quinn Yard

S. Daykin	MO4
B. Mann	MO7
R. Newton	MO7
P. Onofrechuck	MO4
S. Keiver	MO4
R. Adami	MO 4
R. Bjornson	TJHD
B. Bjornson	TSMHD

Atlin

N. Cowles	MO7
R. Cowan	RF1
J. Davidson	MO4
O. Anderson	MO4
T. Ross	TSMHD

Yours truly

Jim Poole
General Manager

LETTER #3 TO J.T. SHIELDS

April 9, 1998

B.C. Government and Service Employees' Union
4911 Canada Way
Burnaby, B.C. V5G 3W3

Attention: John T. Shields
President

Dear Mr. Shields

Re: Conversion of R. Sudlow

Upon R. Sudlow being recalled to work he will be converted to regular status.

Yours truly

Jim Poole
General Manager

JOB DESCRIPTIONS

TRADE APPRENTICE - MECHANIC

Positions in this trade are under the supervision of a Trade Supervisor, or Mechanical Superintendent, and under the guidance of a Journeyman and/or other qualified employee in an assigned work group, are responsible for learning and developing the skills and abilities of the trade in which they are indentured.

Typical Duties

Include the performance of related trade tasks under supervised practice and instruction, and attendance and completion of vocational training as scheduled by the Ministry of Labour, and other such specialized training as may be scheduled by the Company.

Education and Specialized Knowledge

Both Secondary School graduation and completion of pre-apprenticeship training related in the trade in which indentured and employed. Valid BC Driver's License of the appropriate class required to carry out related trade functions, Class 3 with air preferred.

Experience

Experience obtained through completion of pre-apprentice vocational training or equivalent.

Specialized Abilities and Skills

Aptitude to learn and develop the skills and abilities of the trade in which they are indentured, through the assimilation of supervised vocational and on-the-job instruction and practice; ability to work harmoniously with other employees and to take specific direction and instructions from journeyman and/or other qualified employees they are assigned to work with; good physical condition consistent with the practice of the trade and able to work under the rigors of the job.

TRADE APPRENTICE - BRIDGE WORKER

Positions in this trade are under the supervision of a Trade Supervisor, Senior Supervisor and under the guidance of a Journeyman and/or other qualified employee in an assigned work group, are responsible for learning and developing the skill and abilities of the trade in which they are indentured.

Typical Duties

Include the performance of related trade tasks under supervised practice and instruction, the operation of trucks equipped with air brakes, hiab crane, and power winches, and attendance and completion of vocational training as scheduled by the Ministry of Labour, and other such specialized training as may be scheduled by the Company.

Education and Specialized Knowledge

Both Secondary School graduation and completion of pre-apprenticeship training related to the trade in which indentured and employed.

Experience

Experience obtained through completion of pre-apprentice vocational training or equivalent.

Specialized Abilities and Skills

Aptitude to learn and develop the skills and abilities of the trade in which they are indentured, hold a corresponding and valid BC Driver's License, through the assimilation of supervised vocational and on-the-job instruction and practice; ability to work harmoniously with other employees and to take specific direction and instructions from journeyman and/or other qualified employees they are assigned to work with good physical condition consistent with the practice of the trade.

BRIDGE WORKER 1Typical Duties

Positions at this level are under the general direction of a TL or TS Bridgeworker and are required to perform routine labouring work in connection with the construction, reconstruction, and maintenance of all types of bridges, buildings. Include transporting materials, assisting bridge workers as required, performing other assigned duties. Includes the operation of equipment such as listed in classification specifications for Machine Operator 1, 2, 3, and 4.

Education and Specialized Knowledge

A good working knowledge of the Motor Vehicle Act and Regulations; a good working knowledge of Trade practices in bridge maintenance and construction.

Experience

Entry level.

Specialized Abilities and Skills

Mechanical and operational aptitude: mentally alert; safety conscious; ability to follow direction promptly and efficiently; hold a corresponding and valid BC Driver's License; ability to work outdoors in varying weather conditions; operate all hand and power tools used in bridge construction and maintenance.

BRIDGE WORKER 2Typical Duties

Positions at this level are under the general direction of a TL or TS Bridgeworker and are required to perform routine labouring work in connection with the construction, reconstruction, and maintenance of all types of bridges and buildings. Include transporting materials, assisting bridge workers as required, performing other assigned duties. Includes the operation of equipment such as listed in classification specifications for Machine Operator 3 and 4.

Education and Specialized Knowledge

A good working knowledge of the Motor Vehicle Act and Regulations; a good working knowledge of Trade practices in bridge maintenance and construction.

Experience

Entry level.

Specialized Abilities and Skills

Mechanical and operational aptitude: mentally alert; safety conscious; ability to follow directions promptly and efficiently; hold a corresponding and valid BC Driver's License; ability to work outdoors in varying weather conditions; operate all hand and power tools used in bridge construction and maintenance.

TRADE JOURNEYMAN - BRIDGE WORKER

Positions in this trade are under either the supervision and direction of an immediate trade-related supervisor or the supervision and general direction of a non-trade related supervisor and are required to carry out assigned journeyman functions related to their particular trade.

Typical Duties

Include performing skilled journeyman level work within the scope of the trade in which they are qualified, according to standards of the corresponding trades established under the Apprenticeship Act, such as carpentry, electronics, mechanics, etc.; directing the work of one or two non-trade related positions assigned to assist as required; performing related functions consistent with the trade in which they are qualified.

Education and Specialized Knowledge

Equivalent to completion of Grade 10 with Grade 12 preferred or formal education consistent with requirements for entry into apprenticeship vocational training or equivalent; completion of apprenticeship vocational training for the respective trade; valid Certificate of Qualification issued by the BC Ministry of Labour or the approved equivalent, for the particular trade in which the incumbent is employed; valid BC Driver's License of the appropriate class required to carry out related trade functions; ability to read and interpret related technical information and maintain an up-to-date knowledge of the trade.

Experience

Completion of a registered apprenticeship in the respective trade, or training and work experience equivalent to the full apprenticeship contract term established for the particular trade.

Specialized Abilities and Skills

Aptitude and capability in the performance of specific trade functions; ability to follow instructions and direction promptly and efficiently; ability to work in conjunction with other employees and assist apprentices in learning and developing the skills of the trade, and/or to periodically direct the efforts of another employee assigned to assist them; physically and mentally compatible with the work involved and able to work under the rigors of the job.

TRADE LEADHAND - BRIDGE WORKER

Carry out assigned journeyman functions related to their particular trade and under direction from the Trade Supervisor to perform temporary supervisory duties as required.

Typical Duties

When assigned to work within crews where supervision is readily available, these positions are required to carry out skilled journeyman functions within the scope of the trade and directly related fields in which they are qualified, along with coordinating and directing the work of trade related journeymen within a designated work group and may also include directing the work of other non-trade related positions assigned to assist in the work group.

Duties include related work consistent with the trade in which they are qualified.

Education and Specialized Knowledge

Equivalent to completion of Grade 10 with Grade 12 preferred or formal education consistent with requirements for entry into apprenticeship vocational training or equivalent; completion of apprenticeship vocational training for the respective trade; valid Certificate of Qualification issued by the BC Ministry of Labour or the approved equivalent, for the particular trade in which the incumbent is employed; valid BC Driver's License of the appropriate class required to carry out related trade functions; some training in basic supervisory and organizational procedures; ability to read and interpret related technical information and maintain an up-to-date knowledge of the work involved.

Experience

Completion of a registered apprenticeship in the respective trade, or training and work experience equivalent to the full apprenticeship contract term established for the particular trade; a minimum of three years journeyman work experience or equivalent; some experience in organizing and scheduling of work and/or job requirements, maintaining related records and coordinating the work of their employees.

Specialized Abilities and Skills

Aptitude and capability in the performance of trade functions without direct trade supervision; ability to organize and schedule work assignments and related records; ability to coordinate the work of other trade journeymen in related trades; ability to work in conjunction with other employees and assist apprentices in learning and developing the skills of the trade; physically and mentally compatible with the work involved and able to work under the rigors of the job.

TRADE SUPERVISOR - BRIDGE WORKER

Under Management supervision to supervise an established crew of four (4) or less predominantly trades personnel carrying out functions involving bridge maintenance, repair, and construction.

Typical Duties

Organize, schedule, assign and coordinate the work of an assigned crew of employees in conjunction with other resources; to reorganize, reschedule and reassign job functions and resources according to work progress and/or priorities; to ensure established work standards of quality and quantity along with completion schedules of designated work and/or projects of assigned crew; to ensure corresponding resource materials, supplies and/or replacements are maintained for assigned crew; to ensure related work records and reports concerning work and/or project costs, progress, etc., are maintained for assigned crew; to provide and/or arrange work-related instruction for employees within the assigned crew, along with the assessment of individual employee progress, and development of abilities for further and/or additional training, such as Ministry Training programs, manufacturer/dealer course, and/or in-house facilities; to complete employee appraisals and provide corresponding guidance for employees to meet established work and performance standards; to recommend promotions, transfers, demotions, disciplinary and/or other appropriate action as applicable and implement approved action in conjunction with immediate supervisor or other designated officials; to carry out and/or participate in the screening and selection of new employees and/or promotion of employees to or within the assigned work crew; to carry out and/or participate in the initial planning, programming and estimating of resources and related costs required to accomplish and complete schedule work and/or projects within annual budget in accordance with related standards and management direction; to carry out such functions as reviewing management reports and either implementing or preparing for corrective action and ensuring that corresponding fiscal control is maintained; to carry out field and/or job site inspections and ensure work progress, materials and/or other requirements are maintained.

Duties include related functions consistent with the trade in which they are qualified.

Education and Specialized Knowledge

Grade 12 or formal education consistent with requirements for entry into apprenticeship vocational training or equivalent; completion of apprenticeship vocational training for the respective trade; valid Certificate of Qualification issued by the BC Ministry of Labour or the approved equivalent, for the particular trade in which the incumbent is employed; valid BC Driver's License of the appropriate class required to carry out related trade functions; some training in basic supervisory and organizational procedures; ability to read and interpret related technical information and maintain an up-to-date knowledge of the work involved.

Experience

Completion of registered apprenticeship in the respective trade, or training and work experience equivalent to the full apprenticeship contract term established for the particular trade; a minimum of three (3) years journeyman work experience or equivalent; some experience in organizing and scheduling of work and/or job requirements, maintaining related records and coordinating the work of other employees.

Specialized Abilities and Skills

Aptitude and capability in the performance of trade functions without direct trade supervision; ability to organize and schedule work assignments and related records; ability to coordinate the work of their trade journeymen in related trades; ability to work in conjunction with other employees and assist apprentices in learning and developing the skills of the trade; physically and mentally compatible with the work involved and able to work under the rigors of the job.

LABOURER/FLAGPERSONTypical Duties

Includes the operation of equipment listed below and other related activities as are required to carry out surface drainage, roadside traffic, emergency, and annual maintenance works.

Education and Specialized Knowledge

A good working knowledge of the Motor Vehicle Act and Regulations; a good knowledge of safety rules and regulations as they pertain to the driving and/or operation of the vehicles, equipment and machinery involved.

Experience

Entry level.

Specialized Abilities and Skills

Mechanical and operational aptitude; physically fit, mentally alert; safety conscious; ability to follow directions promptly and efficiently; hold a corresponding and valid BC Driver's License; ability to work outdoors under varying weather conditions and operate equipment such as listed below:

- small gasoline powered equipment (packers, rollers, chainsaws, etc.)
- concrete mixers
- pickups, panels, vans, first aide transportation
- hand tools

MACHINE OPERATOR 3

Typical Duties

Includes the operation of equipment such as listed below and/or equipment listed in classification specifications for Labourer and other related activities as are required to carry out surface drainage, roadside traffic, emergency, and annual maintenance works.

Education and Specialized Knowledge

A good working knowledge of the Motor Vehicle Act and Regulations; a good knowledge of safety rules and regulations as they pertain to the driving and/or operation of the vehicles, equipment and machinery involved.

Experience

Two (2) years' experience in related work or as a Labourer.

Specialized Abilities and Skills

Mechanical and operational aptitude; physically fit, mentally alert; safety conscious; ability to follow directions promptly and efficiently; hold a corresponding and valid BC Driver's License (Class 3 preferred however Class 5 accepted); ability to work outdoors under varying weather conditions and operate equipment such as listed below:

- single axle truck up to 7,258 GVW equipped with van body, tank body, dump box, flatdeck, underbody, front mount plow, tailgate or body sander, crane with lift capacity of 1,814 kg or less, and refuse packer;
- self-propelled side cast sweeper
- fork lift
- self-propelled steel wheel or vibratory roller

MACHINE OPERATOR 4

Typical Duties

Includes the operation of equipment such as listed below and/or equipment listed in classification specifications for Machine Operator 3 and other related activities as are required to carry out surface drainage, roadside traffic, emergency, and annual maintenance works.

Education and Specialized Knowledge

A good working knowledge of the Motor Vehicle Act and Regulations; a good knowledge of safety rules and regulations as they pertain to the driving and/or operation of the vehicles, equipment and machinery involved.

Experience

Two (2) years' experience in related work or as an MO3.

Specialized Abilities and Skills

Mechanical and operational aptitude; physically fit, mentally alert; safety conscious; ability to follow directions promptly and efficiently; hold a corresponding and valid BC Driver's License (minimum Class 3 with air brake endorsement); ability to work outdoors under varying weather conditions and operate equipment such as listed below:

- rubber tired backhoe 90 hp or less
- distributor truck (single axle)
- loader with bucket size 2m³ or less
- tandem axle truck with GVW up to 13,608 kg equipped with van body, tank body, dump box, flat deck, underbody, front mount plow, tailgate or body sander, crane with lift capacity of greater than 1,814 kg
- and/or trailer of GVW 6,350 or less
- and/or screening plant including operation of "feed loader"

MACHINE OPERATOR 7

Typical Duties

Includes the operation of equipment such as listed below and/or equipment listed in classification specifications for Machine Operator 3 and 4, other related activities as are required to carry out surface drainage, roadside traffic, emergency, and annual maintenance works.

Education and Specialized Knowledge

A good working knowledge of the Motor Vehicle Act and Regulations; a good knowledge of safety rules and regulations as they pertain to the driving and/or operation of the vehicles, equipment and machinery involved.

Experience

Two (2) years' experience in related work or as an MO4.

Specialized Abilities and Skills

Mechanical and operational aptitude; physically fit, mentally alert; safety conscious; ability to follow directions promptly and efficiently; hold a corresponding and valid BC Driver's License (minimum Class 3 with air brake endorsement, Class 1 preferred); ability to work outdoors under varying weather conditions and operate equipment such as listed below:

- self propelled grader
- gradall, truck or crawler mounted
- hydraulic excavator
- and/or trailer of 6,351 kg GVW or more
- loader with bucket size greater than 2m³
- and/or mechanical chip spreader (self propelled)
- and/or bituminous distributor (tandem axle)

SIGNPERSONTypical Duties

Under the general direction of a Road Leadhand or supervisor, positions at this level erect and maintain all signs and other painted control devices in use by district maintenance establishment. To direct a labourer when additional assistance is required; to erect, maintain and where necessary touch up such signs as street signs, directional fingerboards, speed zones and similar messages; to hand or spray paint crosswalks, hatch traffic islands, guard rails and similar devices; to keep paint and stock records and order as required; to maintain time sheets when necessary; performing other assigned duties including the operation of equipment such as listed in classification specifications for Machine Operator 3 and 4.

Education and Specialized Knowledge

A thorough knowledge of regulations, policy, and acts governing sign installation and maintenance.

Experience

Two (2) years' experience in related work or as an MO3.

Specialized Skills and Abilities

Mechanical and operational aptitude; mentally alert, safety conscious; ability to follow directions promptly and efficiently; ability to work without supervision; hold a corresponding and valid BC Driver's License (minimum Class 3); ability to work outdoors under varying weather conditions; and operate all tools and equipment used in sign construction and maintenance.

ROAD FOREMAN 1

Under the general direction of the Roads Superintendent to supervise the activities of a small crew of four (4) or less in road maintenance or construction. These positions are required to carry out work and/or operate equipment in conjunction with supervisory duties.

Typical Duties

Organize, schedule, assign and coordinate the work of an assigned crew in conjunction with other resources; to reorganize, reschedule and reassign job functions and resources according to work progress and/or priorities; to ensure established work standards of quality and quantity along with completion schedules of designated work and/or projects of assigned crew; to ensure corresponding resource materials, supplies and/or replacements are maintained for assigned crew; to carry out field and/or job site inspections and ensure work progress, materials and/or other requirements are maintained; provide field supervision and inspection of sub-contracted work.

Education and Specialized Knowledge

Grade 12 or related work experience; a thorough knowledge of the Motor Vehicle Act and Regulations as they pertain to the driving and/or operation of the vehicles, equipment and machinery under their supervision. Thorough knowledge of the Workers' Compensation Board Health and Safety Regulations. To read and interpret related technical information and maintain an up-to-date supervisory knowledge of designated work areas.

Experience

Five (5) years' related experience at the MO4 level. Previous supervisory experience preferred.

Specialized Abilities and Skills

Ability to effectively supervise assigned work projects and/or activities involving combined resources of manpower, materials and supplies; ability to meet production standards, quotas and costs through organization, rescheduling and utilization of available resources; ability to communicate with and direct employees in the designated work group, particularly for work and/or job assignments; ability to deal effectively with other employees, supervisors, administrators, management personnel and suppliers regarding work projects and/or requirements; ability to carry out related supervisory functions proficiently. Must hold a corresponding and valid BC Driver's License (minimum Class 3 with air brake endorsement).

ROAD FOREMAN 2

Under the general direction of the Roads Superintendent to supervise the activities of a small crew of five (5) or more in road maintenance or construction; or substituting for a Roads Superintendent with a crew of four (4) or less for a time period of sufficient duration such that long term planning, scheduling, and personnel management duties must be assumed.

Typical Duties

Organize, schedule, assign and coordinate the work of an assigned crew in conjunction with other resources; to reorganize, reschedule and reassign job functions and resources according to work progress and/or priorities; to ensure established work standards of quality and quantity along with completion schedules of designated work and/or projects of assigned crew; to ensure corresponding resource materials, supplies and/or replacements are maintained for assigned crew; to ensure related work records and reports concerning work and/or project costs, progress, etc. are maintained for assigned crew; to provide and/or arrange work-related instruction for employees within the assigned crew, along with the assessment of individual employee progress, and development of abilities for further and/or additional training, such as manufacturer/dealer course, and/or in-house facilities; to complete employee appraisals and provide corresponding guidance for employees to meet established work and performance standards; to recommend promotions, transfers, demotions, disciplinary and/or other appropriate action as applicable and to implement approved action in conjunction with immediate supervisor or other designated official; participate in the screening and selection of new employees and/or promotion of employees to or within the assigned work crew; to carry out and/or participate in the initial planning, programming and estimating of resources and related costs required to accomplish and complete scheduled work and/or projects within annual budget in accordance with related standards and management direction; to carry out such functions as reviewing management reports and either implementing or preparing for corrective action and ensuring that corresponding fiscal control is maintained; to carry out field and/or job site inspections and ensure work progress, materials and/or other requirements are maintained, provide field supervision and inspection of sub-contracted works.

Education and Specialized Knowledge

Grade 12 or related work experience; a thorough knowledge of the Motor Vehicle Act and Regulations as they pertain to the driving and/or operation of the vehicles, equipment and machinery under their supervision. Thorough knowledge of the Workers' Compensation Board Health and Safety Regulations. To read and interpret related technical information and maintain an up-to-date supervisory knowledge of designated work areas.

Experience

Five (5) years related experience at the MO4 level. Previous supervisory experience as a temporary and/or relief Foreman.

Specialized Abilities and Skills

Ability to effectively supervise assigned work projects and/or activities involving combined resources of manpower, materials and supplies; ability to meet production standards, quotas and costs through organization, rescheduling and utilization of available resources; ability to communicate with the direct employees in the designated work group, particularly for work and/or job assignments; ability to deal effectively with other employees, supervisors, administrators, management personnel and suppliers regarding work projects and/or requirements; ability to carry out related supervisory functions proficiently. Must hold a corresponding and valid BC Driver's License, (minimum Class 3 with air brake endorsement).

ROAD FOREMAN 3

Substituting for a Roads Superintendent with a crew of five (5) or more for a time period of sufficient duration such that long term planning, scheduling, and personnel management duties must be assumed.

Typical Duties

Organize, schedule, assign and coordinate the work of an assigned crew in conjunction with other resources; to reorganize, reschedule and reassign job functions and resources according to work progress and/or priorities; to ensure established work standards of quality and quantity along with completion schedules of designated work and/or projects of assigned crew; to ensure corresponding resource materials, supplies and/or replacements are maintained for assigned crew; to ensure related work records and reports concerning work and/or project costs, progress, etc. are maintained for assigned crew; to provide and/or arrange work-related instruction for employees within assigned crew, along with the assessment of individual employee progress, and development of abilities for further and/or additional training, such as manufacturer/dealer course, and/or in-house facilities; to complete employee appraisals and provide corresponding guidance for employees to meet established work and performance standards; to recommend promotions, transfers, demotions, disciplinary and/or other appropriate action as applicable and to implement approved action in conjunction with immediate supervisor or other designated official; participate in the screening and selection of new employees and/or promotion of employees to or within the assigned work crew; to carry out and/or participate in the initial planning, programming and estimating of resources and related costs required to accomplish and complete scheduled work and/or projects within annual budget in accordance with related standards and management direction; to carry out such functions as reviewing management reports and either implementing or preparing for corrective action and ensuring that corresponding fiscal control is maintained; to carry out field and/or job site inspections and ensure work progress, materials and/or other requirements are maintained.

Provide field supervision and inspection of sub-contracted works.

Education and Specialized Knowledge

Grade 12 or related work experience; a thorough knowledge of the Motor Vehicle Act and Regulations as they pertain to the driving and/or operation of the vehicles, equipment and machinery under their supervision. Thorough knowledge of the Workers' Compensation Board Health and Safety Regulations. To read and interpret related technical information and maintain an up-to-date supervisory knowledge of designated work areas.

Education

Five (5) years' related experience at the MO4 level. Previous supervisory experience as a temporary and/or relief Foreman.

Specialized Abilities and Skills

Ability to effectively supervise assigned work projects and/or activities involving combined resources of manpower, materials and supplies; ability to meet production standards, quotas and costs through organization, rescheduling and utilization of available resources; ability to communicate with and direct employees in the designated work group, particularly for work and/or job assignments; ability to deal effectively with other employees, supervisors, administrators, management personnel and suppliers regarding work projects and/or requirements; ability to carry out related supervisory functions proficiently. Must hold a corresponding and valid BC Driver's License, (minimum Class 3 with air brake endorsement).

TRADE JOURNEYMAN - MECHANIC

Positions in this trade are under either the supervision and direction of an immediate trade-related supervisor or the supervision and general direction of a non-trade related supervisor and are required to carry out assigned journeyman functions related to their particular trade and directly related fields.

Typical Duties

Include performing skilled journeyman level work within the scope of the trade in which they are qualified, according to standards of the corresponding trades established under the Apprenticeship Act, such as carpentry, electronics, mechanics, etc.; directing the work of one (1) or two (2) non-trade related positions or apprentices assigned to assist as required; performing related functions consistent with the trade in which they are qualified.

Education and Specialized Knowledge

Equivalent to completion of Grade 10 with Grade 12 preferred; or formal education consistent with requirements for entry into apprenticeship vocational training or equivalent; completion of apprenticeship vocational training for the respective trade; valid Certificate of Qualification issued by the BC Ministry of Labour or the approved equivalent, for the particular trade in which the incumbent is employed; valid BC Driver's License of the appropriate class required to carry out related trade functions (Class 3 with air brake endorsement preferred); ability to read and interpret related technical information.

Experience

Completion of a registered apprenticeship in the respective trade, or training and work experience equivalent to the full apprenticeship contract term established for the particular trade.

Specialized Abilities and Skills

Aptitude and capability in the performance of specific trade functions; ability to follow instructions and direction promptly and efficiently; ability to work in conjunction with other employees and assist apprentices in learning and developing the skills of the trade, and/or to periodically direct the efforts of another employee assigned to assist them; physically and mentally compatible with the work involved and able to work under the rigors of the job.

TRADE JOURNEYMAN - WELDER/MECHANIC

Positions in this grade are under either the supervision and direction of an immediate trade-related supervisor or the supervision and general direction of a non-trade related supervisor and are required to carry out assigned journeyman functions related to their particular trade and related fields.

Typical Duties

Include performing skilled journeyman level work within the scope of the trade in which they are qualified, according to standards of the corresponding trades established under the Apprenticeship Act, such as carpentry, electronics, mechanics, etc.; perform mechanical repairs, directing the work of one (1) or two (2) non-trade related positions assigned to assist as required; performing related functions consistent with the trade in which they are qualified.

Education and Specialized Knowledge

Equivalent to completion of Grade 10 with Grade 12 preferred or formal education consistent with requirements for entry into apprenticeship vocational training or equivalent; completion of apprenticeship vocational training for the respective trade; valid Certificate of Qualification issued by the BC Ministry of Labour or the approved equivalent, for the particular trade in which the incumbent is employed; valid BC Driver's License of the appropriate class required to carry out related trade functions (Class 3 with air brake endorsement preferred); ability to read and interpret related technical information and maintain an up-to-date knowledge of the trade; ability to read blueprints in the field of metal product fabrication.

Experience

Completion of a registered apprenticeship in the respective trade, or training and work experience equivalent to the full apprenticeship contract term established for the particular trade.

Specialized Abilities and Skills

Aptitude and capability in the performance of trade functions; ability to follow instructions and direction promptly and efficiently; ability to work in conjunction with other employees and assist apprentices in learning and developing the skills of the trade, and/or to periodically direct the efforts of another employee assigned to assist them; physically and mentally compatible with the work involved and able to work under the rigors of the job.

TRADE LEADHAND - MECHANIC

To carry out assigned journeyman functions related to their particular trade and related fields and under direction from the Trade Supervisor or Mechanical Superintendent to perform temporary supervisory duties as required.

Typical Duties

When assigned to work within crews where supervision is readily available, these positions are required to carry out skilled journeyman functions within the scope of the trade and directly related fields in which they are qualified, along with coordinating and directing the work of trade related journeymen within a designated work group and may also include directing the work of other non-trade related positions assigned to assist in the work group.

Duties include related work consistent with the trade in which they are qualified.

Education and Specialized Knowledge

Grade 12 or formal education consistent with requirements for entry into apprenticeship vocational training or equivalent; completion of apprenticeship vocational training for the respective trade; valid Certificate of Qualification issued by the BC Ministry of Labour or the approved equivalent, for the particular trade in which the incumbent is employed; valid BC Driver's License of the appropriate class required to carry out related trade functions (Class 3 with air brake endorsement preferred); some training in basic supervisory and organizational procedures; ability to read and interpret related technical information and maintain an up-to-date knowledge of the work involved.

Experience

Completion of a registered apprenticeship in the respective trade, or training and work experience equivalent to the full apprenticeship contract term established for the particular trade; a minimum of two (2) years' journeyman work experience or equivalent; some experience in organizing and scheduling of work and/or job requirements, maintaining related records and coordinating the work of other employees.

Specialized Abilities and Skills

Aptitude and capability in the performance of trade functions without direct trade supervision; ability to organize and schedule work assignments and related records; ability to coordinate the work of their trade journeymen in related trades; ability to work in conjunction with other employees and assist apprentices in learning and developing the skills of the trade; physically and mentally compatible with the work involved and able to work under the rigors of the job.

TRADE SUPERVISOR - MECHANIC

Under the general direction of the Mechanical Superintendent to assist with the supervision of predominantly trades personnel involved in the maintenance and repair of all company equipment and outside repairs. Periodic substitution for the Mechanical Superintendent as required, as per Article 27.4(b) of this Collective Agreement.

Typical Duties

Organize, schedule, assign and coordinate the work of an assigned crew of employees in conjunction with other resources; to reorganize, reschedule and reassign job functions and resources according to work progress and/or priorities; to ensure functions and resources according to work progress and/or priorities; to ensure established work standards of quality and quantity along with completion schedules of designated work and/or projects of assigned crew; to ensure corresponding resource materials, supplies and/or replacements are maintained for assigned crew; to ensure work-related work records and reports concerning work and/or project costs, progress, etc., are maintained for assigned crews.

When assigned to work within crews where supervision is readily available, these positions are required to carry out skilled journeyman functions within the scope of the trade and directly related fields in which they are qualified to carry out and/or participate in the initial planning, programming, and estimating of resources and related costs required to accomplish and complete scheduled work and/or projects within annual budget in accordance with related standards and management direction; to carry out such functions as reviewing management reports and either implementing or preparing for corrective action and ensuring that corresponding fiscal control is maintained; to carry out field and/or job side inspections and ensure work progress, materials and/or other requirements are maintained.

Duties include related functions consistent with the trade in which they are qualified.

Education and Specialized Knowledge

Grade 12 or formal education consistent with requirements for entry into apprenticeship vocational training or equivalent; completion of apprenticeship vocational training in the respective or directly related trade; valid Certificate of Qualification issued by the BC Ministry of Labour or the approved equivalent, for the particular trade in which the incumbent is employed; valid BC Driver's License of the appropriate class required to carry out related trade functions (Class 3 with air brake endorsement preferred); some training in basic supervisory and organizational procedures training program; ability to read and interpret related technical information and maintain an up-to-date knowledge of the work involved.

Experience

Completion of a registered apprenticeship in the respective trade, or training and work experience equivalent to the full apprenticeship contract term established for a related trade; a minimum of three (3) years' journeyman work experience or equivalent.

Specialized Abilities and Skills

Ability to effectively supervise assigned work projects and/or activities involving combined resources of manpower, materials, and supplies; ability to meet production standards, quotas and costs through organization, scheduling and utilization of available resources; ability to communicate with the direct employees in the designated work group, particularly in work and/or job assignments; ability to deal effectively with other employees, supervisors, administrators, and/or management personnel and suppliers, regarding work projects and/or requirements; ability to carry out related supervisory functions proficiently.

STOCKWORKER 1

Under the immediate supervision of the Trade Leadhand to assist with the ordering of new stock, filling of requisitions, and maintaining stock records.

Typical Duties

To transport articles to and from the stores; to sort and place articles on the shelves, to keep routine stock records and files and process necessary data entry compatible with an automated inventory system; to assist in dispensing articles in the stores over the counter; to sweep the store area and maintain the working area in an orderly condition; to parcel and package articles for mailing and shipping, including breakable articles; to notify the official in charge when items of stock are in short supply; to assist in loading and unloading stock, placing same in proper location in the warehouse; may be required to drive a small truck to pick up and deliver freight to the freight office, to complete routine forms such as stock memos and credit notes; to keep simple records; performing other assigned duties.

Education and Specialized Knowledge

A good knowledge of routine stores practices and procedures and their application in the work place. Must hold a valid BC Driver's License.

Experience

Entry level.

Specialized Abilities and Skills

Ability to learn and to follow instructions; tact, sound judgement; ability to deal with fellow employees over the counter.

STOCKWORKER 2

Under the immediate supervision of the Trade Leadhand to assist with the ordering of new stock, filling of requisitions, and maintaining stock records.

Typical Duties

To transport articles to and from the stores; to sort and place articles on the shelves, to keep routine stock records and files and process necessary data entry compatible with an automated inventory system; to assist in dispensing articles in the stores over the counter; to sweep the store's area and maintain the working area in an orderly condition; to parcel and package articles for mailing and shipping, including breakable articles; to notify the official in charge when items of stock are in short supply; to assist in loading and unloading stock, placing same in proper location in the warehouse; may be required to deliver a small truck to pick up and deliver freight to the freight office; to complete routing forms such as stock memos and credit notes; to keep simple records; performing other assigned duties.

Education and Specialized Knowledge

A good knowledge of routine stores practices and procedures and their application in the work place. Must hold a valid BC Driver's License.

Experience

A minimum of six (6) months stores related experience, preferably within the mechanical field.

Specialized Abilities and Skills

Ability to learn and to follow instructions; tact; sound judgement; ability to deal with fellow employees over the counter.

STOCKWORKER 3

Under the immediate supervision of the Trade Leadhand to assist with the ordering of new stock, filling of requisitions, and maintaining stock records.

Typical Duties

To transport articles to and from the stores; to sort and place articles on the shelves; to keep routine stock records and files and process necessary data entry compatible with an automated inventory system; to assist in dispensing articles in the stores over the counter; to sweep the store's area and maintain the working area in an orderly condition; to parcel and package articles for mailing and shipping, including breakable articles; to notify the official in charge when items of stock are in short supply; to assist in loading and unloading stock, placing same in proper location in the warehouse; may be required to drive a small truck to pick up and deliver freight to the freight office; to complete routing forms such as stock memos and credit notes; to keep simple records; performing other assigned duties.

Education and Specialized Knowledge

A good knowledge of routine stores practices and procedures and their application in the work place. Must hold a valid BC Driver's License.

Experience

A minimum of three (3) years' of stores related experience, preferably within the mechanical field.

Specialized Abilities and Skills

Ability to learn and to follow instructions; tact; sound judgement; ability to deal with fellow employees over the counter.

STOCKWORKER 4

Under the immediate supervision of the Trade Leadhand to assist with the ordering of new stock, filling of requisitions, and maintaining stock records.

Typical Duties

To transport articles to and from the stores; to sort and place articles on the shelves, to keep routine stock records and files and process necessary data entry compatible with an automated inventory system; to assist in dispensing articles in the stores over the counter; to sweep the store's area and maintain the working area in an orderly condition; to parcel and package articles for mailing and shipping, including breakable articles; to notify the official in charge when items of stock are in short supply; to assist in loading and unloading stock, placing same in proper location in the warehouse; may be required to drive a small truck to pick up and deliver freight to the freight office; to complete routing forms such as stock memos and credit notes; to keep simple records; performing other assigned duties.

Education and Specialized Knowledge

A good knowledge of routine stores practices and procedures and their application in the work place. Must hold a valid BC Driver's License.

Experience

A minimum of four (4) years of stores related experience, preferably within the mechanical field.

Specialized Abilities and Skills

Ability to learn and to follow instructions; tact; sound judgement; ability to deal with fellow employees over the counter.

TRADE JOURNEYMAN - INDUSTRIAL WAREHOUSING

Under the limited supervision of the General Manager to maintain a stock and inventory of mechanical parts used in servicing, maintaining, and repairing Company equipment, and other materials used for road and bridge maintenance and construction.

Typical Duties

Assigned to work individually in locations on a continuous basis where supervision is not directly available, and where a degree of independent judgement and action is required in carrying out skilled journeyman functions within the scope of the trade and directly related fields in which they are qualified; periodically coordinating and directing the work of trade related journeymen and/or other non-trade related positions assigned to work in the same location as required.

Duties include related work consistent with the trade in which they are qualified.

Education and Specialized Knowledge

Grade 12 or formal education consistent with requirements for entry into apprenticeship vocational training or equivalent; completion of apprenticeship vocational training for the respective trade; valid Certificate of Qualification issued by the BC Ministry of Labour or the approved equivalent, for the particular trade in which the incumbent is employed; valid BC Driver's License of the appropriate class required to carry out related trade functions; some training in basic supervisory and organizational procedures; ability to read and interpret related technical information and maintain an up-to-date knowledge of the work involved.

Experience

Completion of a registered apprenticeship in the respective trade, or training and work experience equivalent to the full apprenticeship contract term established for the particular trade; a minimum of three (3) years' journeyman work experience or equivalent; some experience in organizing and scheduling of work and/or job requirements; maintaining related records and coordinating the work of other employees.

Specialized Abilities and Skills

Aptitude and capability in the performance of trade functions without direct trade supervision; ability to organize and schedule work assignments and related records; ability to coordinate the work of other trade journeymen in related trades; ability to work in conjunction with other employees and assist apprentices in learning and developing the skills of the trade; physically and mentally compatible with the work involved and able to work under the rigors of the job.