

**COLLECTIVE AGREEMENT**

**between the**

**CAPILANO HIGHWAY  
SERVICES COMPANY  
(Contract Area 04)**

**and the**

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

**Effective to November 15, 2003**

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**DEFINITIONS**

For the purpose of this Agreement:

- (1) "*Bargaining unit*" means the unit for collective bargaining described in the certificate issued by the Industrial Relations Council dated the tenth (10th) day of March, 1989.
- (2) "*Bargaining unit work*" means 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*" means a grouping of similar occupations performing a variety of semi-skilled and skilled duties as defined in Appendix 1.
- (6) "*Common-Law Spouse*" includes same sex and opposite sex individuals where the employee has signed a declaration or affidavit that he/she has been living in a common-law relationship for at least twelve (12) months.
- (7) "*Contract Area*" means the geographic maintenance area as negotiated between the Employer and the Province of B.C.
- (8) "*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.
- (9) "*Demotion*" means a change from an employee's position to one with a lower salary.
- (10) "*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.

"*Employee*" does not include managerial or confidential positions mutually excluded by the Parties to this Agreement or by decision of the Labour Relations Board.
- (11) "*Employer*" means the incumbent highways maintenance contractor.
- (12) "*Holiday*" means the twenty-four (24) hour period commencing at 0001 hours of a day designated as a paid holiday in this Agreement.
- (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*" refers to the movement of an employee from one position to another which does not constitute a demotion or promotion.
- (15) "*Layoff*" includes a cessation of employment or elimination of a job resulting from a reduction of the amount or work required to be done by the Employer, a reorganization, program termination, closure or other material change in organization and where, should work become available, employees will be recalled in accordance with Articles 13 and 31.

- (16) "*Leave of absence with pay*" means to be absent from duty with permission and with applicable pay.
- (17) "*Leave of absence without pay*" means to be absent from duty with permission but without pay.
- (18) "*Point of assembly*" means that location where an employee regularly reports for work assignments within his/her seniority block.
- (19) "*Probation*" means: for an employee, the first 979 or 1044 hours actually worked for the Employer, in addition where an employee is promoted, the first 489 or 522 hours actually worked following a promotion (979/489 for a seven and one-half [7½] hour day and 1044/522 for an eight [8] hour day).
- (20) "*Promotion*" means a change from an employee's position to one with a higher salary level.
- (21) "*Qualified*" means that the employee is fully qualified and capable of satisfactorily performing all required aspects of the classification.
- (22) "*Relocation*" means the movement of an employee from one geographic location to another.
- (23) "*Resignation*" means a voluntary notice by the employee, in writing, that he/she is terminating his/her service on the date specified.
- (24) "*Rest period*" is a paid interval which is included in the workday and is intended to give the employee an opportunity to have refreshments or a rest.
- (25) "*Seniority block*" means that geographic area in which an employee earns and maintains seniority as per Appendix 3.
- (26) "*Shift*" means the period of scheduled straight-time working hours on a scheduled workday where the hours scheduled are consecutive except for the meal period.
- (27) "*Steward*" means the Union's representative at the local level who shall perform duties in accordance with the Collective Agreement and as designated by the President or staff of the Union.
- (28) "*Spouse*" includes husband, wife and common-law-spouse.
- (29) "*Termination*" is the separation of an employee.
- (30) "*Travel status*" with respect to an employee, means absence of the employee from his/her seniority block on the Employer's business with the approval of the Employer. Travel status will not apply where an employee starts and finishes his/her shift within his/her seniority block.
- (31) "*Union*" means the B.C. Government and Service Employees' Union.
- (32) "*Workday*" means a period of twenty-four (24) consecutive hours commencing with the starting time of any shift. For the purpose of calculating compensatory overtime rates only, the time worked prior to, but adjoining to, a shift shall be deemed as time worked after a shift.
- (33) "*Work group*" means 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 (ie: 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.
- (34) "*Work schedule*" means the roster of work hours and days to meet the annual hours of work.

## ARTICLE 1 - PREAMBLE

### 1.1 Purpose of Agreement

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

### 1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement, and the Parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

### 1.3 Conflict With Policy

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

### 1.4 Singular and Plural/Gender

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

### 1.5 Harassment

(a) The Union and the Employer recognize the right of employees to work in an environment free from harassment on the grounds of sex, race, religion, colour, marital status, sexual orientation, family status, and disability.

(b) Sexual harassment means engaging in a course of vexatious comment or conduct of a sexual nature that is known or ought reasonably to be known to be unwelcome and shall include, but not be limited to:

(1) sexual solicitation or advance or inappropriate touching and sexual assault;

(2) a reprisal, or threat of reprisal, which might reasonably be perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected.

(c) If there is an allegation of harassment, the employee will inform the President of the Company, in writing, and request assistance resolving this 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.

Where an alleged incident of sexual harassment is determined to be of a frivolous, vindictive or vexatious nature, the Employer may take appropriate action. Such action shall be for just cause and may be grieved pursuant to Article 8 of this Agreement.

(d) Complaints respecting sexual harassment, or any other forms of harassment, will be filed at Step 2 of the grievance procedure.

## ARTICLE 2 - UNION RECOGNITION AND RIGHTS

### 2.1 Bargaining Unit Defined

- (a) The bargaining unit is the unit for collective bargaining described in the certificate issued by the Industrial Relations Council dated the tenth day of March, 1989, and shall be comprised of all employees of Capilano Highway Services Company included in the bargaining unit as described above except those employees mutually agreed to between the Parties as managerial and/or confidential exclusions and those employees excluded under the Labour Relations Code.
- (b) Positions excluded by this Agreement shall be as described in Appendix 5, "*Excluded Personnel*."
- (c) Incumbents of new positions established by the Employer, which are covered by the certificate referred in Clause 2.1(a) above, shall automatically be included in the bargaining unit unless specifically excluded by mutual agreement between the Parties or excluded under the Labour Relations Code.

### 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 Employer agrees that a copy of all correspondence between the Employer and any employee covered by this Agreement, pertaining to the interpretation or application of any article of this Agreement, as it applies to that employee, shall be forwarded to the President of the Union or his/her designate.

### 2.4 No Other Agreement

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

### 2.5 No Discrimination for Union Activity

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

### 2.6 Recognition of Stewards

- (a) The Employer recognizes the Union's right to appoint stewards and the Union shall notify the Employer of such appointments, in writing. A steward shall obtain the permission of his/her supervisor prior to leaving his/her work area to attend to Union duties relating to the Employer's operations. Leave for this purpose shall be with current pay and permission shall not be unreasonably withheld. On resuming his/her duties the steward shall notify his/her supervisor.
- (b) The duties of stewards shall include but are not limited to:

- (1) investigation of complaints (the Company may require that the investigation of complaints that are not of an urgent nature not be done on Company time);
  - (2) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
  - (3) supervision of ballot boxes and other related functions during Union votes;
  - (4) attending meetings at the request of the Employer.
- (c) Subject to a recognized lack of other facilities, the Employer will not unreasonably withhold approval to utilize Employer assembly rooms for the purpose of the election of a Union steward on the employee's time. This article is subject to the availability of a suitable employee who shall accept responsibility for the care of equipment and facilities in the place of work while the election is being conducted.

## **2.7 Union Bulletin Boards**

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

## **2.8 Union Insignia**

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

## **2.9 Right to Refuse to Cross Picket Lines**

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

## **2.10 Time Off for Union Business**

- (a) Leave of absence without current pay and without loss of seniority, shall be granted by the Employer for:
  - (1) an elected or appointed Union representative to attend conventions of the Union and bodies to which the Union is affiliated;
  - (2) an elected or appointed Union representative to attend to Union business which required them to leave their general work area;
  - (3) for employees who are representatives of the Union on the Bargaining Committee to attend meetings of the Committee;

- (4) to an employee called by the Union to appear as a witness before an arbitration board.
- (b) Leave of absence without loss of current pay or seniority shall be granted to Union appointees who are attending and may require travel time to attend the Labour/Management Committee.
- (c) To facilitate the administration of Union leaves without pay, the leave shall be given at current pay and the Union shall reimburse the Employer for salary and benefit costs.
- (d) The Union shall provide the Employer with fourteen (14) calendar days' notice prior to the commencement of such leave. The Employer will not unreasonably withhold the granting of such leave where less than fourteen (14) calendar days' notice is given.

**2.11 Union Bargaining Committee**

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

**2.12 Office Use/Union Representatives**

- (a) Union representatives shall be permitted entry to the Employer's premises in order to carry out their required duties. Union representatives shall notify the designated supervisor in advance of this requirement and shall also indicate the purpose for entering. Union representatives shall not interfere with the operational requirements of the Employer.
- (b) The Employer shall make available to Union representatives, temporary use of an office or similar facility to conduct confidential investigation of grievances.
- (c) Union representatives include the President, staff, stewards and executive members.
- (d) The Employer shall make available to Union representatives, temporary use of an office or similar facility to conduct confidential investigation of grievances.

**2.13 Emergency Services**

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

**2.14 No Interruption of Work**

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

**ARTICLE 3 - UNION SECURITY**

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

**ARTICLE 4 - CHECK-OFF OF UNION DUES****4.1 Union Dues and Assessments**

- (a) The Employer shall, as a condition of employment, deduct from the wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular dues payable to the Union by a member of the Union.
- (b) The Employer shall deduct from each employee, who is a member of the Union, any assessments levied in accordance with the Union's Constitution and Bylaws and owing by the employee to the Union.
- (c) Deductions shall be made for each biweekly payroll period and membership dues or payments in lieu thereof shall be considered owing in the period for which they are so deducted.
- (d) All deductions shall be remitted to the President of the Union not later than twenty-eight (28) days after the date of deduction and the Employer shall also provide the following information by Contract Area on a computer disk:
- Social Insurance Number
  - Surname and First Name
  - Address
  - Job Classification
  - Gross Pay
  - Month-to-Date Dues
- (e) Before the Employer is obligated to deduct any amount under (a) or (b) above, the Union must advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.
- (f) From the date of the signing of this Agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other moneys deducted by the Employer from the pay of the employees in the bargaining unit.
- (g) The Employer shall supply each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1<sup>st</sup> 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 the 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 fifteen (15) days of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Employer and the Union.

## ARTICLE 6 - EMPLOYER RIGHTS

### 6.1 Employer Recognition

The Union 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

Excluded employees shall not perform bargaining unit work. Managerial exclusions are permitted to work in the following circumstances:

- (a) In an emergency situation where bargaining unit employees are not immediately available. In the case of an emergency, bargaining unit members will, whenever possible, be called to work immediately, and Management shall cease to perform bargaining unit work when bargaining unit employees in sufficient numbers arrive on the scene.
- (b) Instruction of employees in addition to Operator Training as defined in Article 30.
- (c) Transporting/moving mobile equipment.

## ARTICLE 7 - EMPLOYER/UNION RELATIONS

### 7.1 Union and Employer Representation

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

### 7.2 Technical Information

The Employer agrees to provide to the Union such information that is 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 once every three (3) months (or sooner by mutual agreement) at a place and time to be mutually agreed. This Committee may call upon additional persons for technical information and advice.
- (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 recommending an annual training program that is designed to enhance the existing skill base of employees while increasing an employee's suitability for promotional opportunities.
- (d) Employees who attend Labour/Management Committee meetings on days off shall be paid straight time for all time in attendance with a minimum of two (2) hours.



## ARTICLE 8 - GRIEVANCE PROCEDURE

### 8.1 Grievances

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

### 8.2 Step 1

Every effort shall be made by an employee and his/her immediate supervisor to resolve the issue verbally. An employee shall have the right to have his/her steward present at such a discussion. If unresolved, an employee may, within twenty-one (21) calendar days of first becoming aware of the action or circumstance giving rise to the grievance, submit a grievance in writing to the Employer's designate at Step 2. The Employer's designate will sign and date the grievance form to confirm receipt.

### 8.3 Step 2

The Employer's designate shall meet with the Union's designate within fifteen (15) calendar days after receipt of the grievance. This meeting may be waived by mutual agreement. The Employer's designate shall reply in writing to the employee's grievance within twenty-one (21) 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. Where Section 87 of the Labour Relations Code 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

Where either party to this Agreement disputes the general application, interpretation, or alleged violation of an article of this Agreement, either party may submit the grievance directly to the other party within forty-five (45) days of the occurrence. Within fourteen (14) days of such a grievance being submitted, the Company President or his/her designate, accompanied if so desired by other officials of the Company, and the Union Area Staff Representative or his/her designate, accompanied if so desired by other officers of the Union, shall meet to attempt to resolve the grievance. Where no mutually satisfactory resolution occurs, either party may submit the dispute to Arbitration, as set out in Article 9.

### 8.6 Suspension or Discharge

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 arbitration.

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

If a grievance is not initiated in accordance with the prescribed time limits, such grievance shall be deemed to be abandoned by the Union. However, the Union will not be deemed to have prejudiced its position on any future grievance. Notwithstanding the above, the Parties may agree in writing to extend time limits by mutual agreement.

### **8.8 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 Procedure**

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

### **8.11 Amending Time Limits**

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

## **ARTICLE 9 - ARBITRATION**

### **9.1 Notification**

Pursuant to Articles 8.4, 8.5, and 8.6, either party may submit a grievance to arbitration within twenty-one (21) days of the date of receipt of the Employer's Step 2 response, or within twenty-one (21) days of the date it was due, or within twenty-one (21) days of the response of either party to a Policy Grievance.

### **9.2 Pre-Arbitration Meeting**

The President of the Company or his/her designate shall meet (teleconference acceptable) with the Union's representative within fifteen (15) days of receipt of a 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 from the following list:

- Robert Blasina
- Mervin Chertkow
- Marguerite Jackson
- David McPhilips
- Colin Taylor

The arbitrator shall be selected on a rotation basis in the above order, provided he/she is available to convene a hearing within thirty (30) days. Should none of the arbitrators be available within a thirty (30) day period, 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 be requested to sign the Arbitrator's Agreement as set out in Appendix 6.

### **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) So long as the provisions of Section 105 of the Labour Relations Code is available to the Parties, it is agreed to follow said process.
- (b) Subject to Clause 9.6(a) above, grievances shall be considered suitable for and resolved by expedited arbitration 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.

- (c) Should (a) above be unavailable, the Parties shall mutually agree upon single arbitrators who shall be appointed to hear and resolve the grievance or groups of grievances. The arbitrators shall be selected from the following list:
  - Robert Blasina
  - Mervin Chertkow
  - Marguerite Jackson
  - David McPhilips
  - Colin Taylor
- (d) The arbitrator shall be selected on a rotation basis in the above order, provided he/she is available to convene a hearing within thirty (30) days. Should none of the arbitrators be available within a thirty (30) day period, the Parties may, by mutual agreement, select an alternative arbitrator.
- (e) The arbitrator shall hear the grievance(s) 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.
- (f) Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the Parties in respect of any other matter.

- (g) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (h) A grievance determined by either party to fall within one of the categories listed in Clause 9.6(b) above may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to Clause 9.2.
- (i) The Parties shall equally share the cost of the fees and expenses of the arbitrator and hearing rooms. In the event that either party delays cancellation pursuant to Clause 9.6(g) above such that a cancellation fee is charged by the arbitrator or by the facility in which the hearing is booked, the party cancelling shall be fully responsible for such fee(s).
- (j) The Parties shall utilize the Joint Labour/Management Committee as required to review outstanding grievances filed at arbitration to determine by mutual agreement those grievances suitable for this process, and shall set dates and locations for hearings of groups of grievances considered suitable for expedited arbitration.

### **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 Have Steward Present**

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

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

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

#### **10.4 Suspension or Discharge**

In the event of a grievance arising from an employee's suspension or dismissal, the Employer agrees to notify the employee, in writing, setting out the grounds for the Employer's action. A copy of the notice will be sent to the Union's designate within five (5) calendar days. Grievances arising from suspension or dismissal shall be filed at arbitration pursuant to Article 9.1 within twenty-one (21) days of the suspension or dismissal.

#### **10.5 Probationary Period**

- (a) During the initial probationary period specified in this Agreement, the Employer may terminate a probationary employee by way of dismissal when, in the sole judgement of the Employer, the employee has not demonstrated such abilities and qualifications necessary for employment. Any employee so terminated may grieve such termination pursuant to the grievance procedure set out in Article 8 of this Agreement.
- (b) The Employer, during the probationary period may release the employee for unsuitability for continued employment providing the factors involved in suitability could reasonably be expected to affect work performance.
- (c) Where an employee feels he/she has been aggrieved by the decision of the Employer to reject the employee during the probationary period, the employee may submit the matter to arbitration in accordance with Article 9 within twenty-one (21) days of the date upon which the employee was notified of their rejection on probation.

#### **10.6 Personnel File**

An employee, or Union Representative with the written authority of the employee, shall be entitled to review the employee's personnel file(s) provided they give the Employer two (2) days written notice of their desire to review such file(s).

#### **10.7 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.

### **ARTICLE 11 - SENIORITY**

#### **11.1 Service Seniority Defined**

- (a) Service seniority for regular employees shall be defined as the length of service as a regular employee with the Employer, and shall include for any employee previously employed by another maintenance contractor with responsibility for the maintenance of Contract Area 4, the length of service as a regular employee with that maintenance contractor and the length of service as a regular employee in the Public Service of British Columbia provided there was no break in service resulting in a loss of seniority at any time prior to or subsequent to the date on which the Employer assumed responsibility for maintenance of Contract Area 4.
- (b) Service seniority for part-time regular employees shall be prorated on the basis of one (1) year's service for every one thousand nine hundred and fifty-eight (1958) hours of work completed for seven and one-half (7½) hour shifts; or two thousand and eighty-eight (2088) hours of work completed for eight (8) hour shifts completed.

(c) Service seniority for auxiliary employees shall be defined as the total number of straight time hours worked with the Employer, and shall include for any employee previously employed by another maintenance contractor with responsibility for the maintenance of Contract Area 4, all accumulated straight time hours accrued with that maintenance contractor and all accumulated straight time hours accrued with the Public Service of British Columbia provided there was no break in service resulting in a loss of seniority at any time prior to or subsequent to the date on which the Employer assumed responsibility for maintenance of Contract Area 4. Service seniority as an auxiliary employee will not be credited to an employee until the auxiliary employee has the equivalent of fifteen (15) full days worked, in which case the auxiliary employee's seniority shall include the accumulated fifteen (15) work days. For the purpose of this section, straight time hours worked shall include designated paid holidays or days of in lieu, annual vacation and any paid leave granted under the terms of this Agreement.

(d) When two (2) or more employees have equal seniority, the order of establishing their relative seniority shall be determined by the employee's service start date with a maintenance contractor as set out in Clause 11.1(a) above or with the Public Service of British Columbia. Where service start dates are equal, their relative seniority shall be determined by chance as mutually agreed to between the employees and the Union.

## **11.2 Seniority Lists**

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

In addition, should the Employer fail to maintain or extend the current maintenance contract with the Province of BC, 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 with Capilano Highway Services Company in the event that:

- (1) he/she is discharged for cause;
- (2) he/she resigns his/her position;
- (3) accepts a position with the Employer which is outside the bargaining unit for a period in excess of one (1) year;
- (4) he/she is on layoff for more than one (1) year;
- (5) refuses an offer of re-employment of four (4) consecutive months or more;
- (6) he/she becomes an auxiliary employee.

(b) An employee on a claim recognized by the Workers' Compensation Board (including a work related ICBC claim where the employee has elected not to proceed with a WCB claim) shall be credited with service seniority to what he/she would have earned had he/she not been absent and 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 on layoff for more than nine (9) months;
- (4) he/she is unavailable for or declines three (3) offers of re-employment as provided for in Article 31.2;
- (5) he/she becomes a regular employee.

(b) Notwithstanding Clause 11.1(b) an auxiliary employee on sick leave which does not exceed five (5) days, or on a claim recognized by the Workers' Compensation Board (including a work related ICBC claim where the employee has elected not to proceed with a WCB claim), shall be credited with service seniority to what he/she would have earned had he/she not been absent and been able to work.

### **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.

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

### **12.1 Senior Qualified Applicant within the Seniority Block**

Subject to the provisions of Article 12.3 below, when a vacancy for a regular position or new position occurs and is required to be filled pursuant to Article 12.9, the Employer shall offer the position to employees within the seniority block in the following sequence:

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

For the purpose of the Article 12, qualified means that an employee is fully qualified and capable of satisfactorily performing all required aspects of the vacant position. Employees who fill vacancies under this Article 12 will not be eligible for relocation expenses should the filling of such a vacancy result in the employee relocating.

### **12.2 Vacancy Not Filled in a Seniority Block**

Where the vacancy cannot be filled pursuant to 12.1 above, the position shall be posted on designated Union bulletin boards throughout the bargaining unit for fourteen (14) calendar days. Where there is more than one applicant for a position, the position shall be offered to qualified applicants in the following sequence pursuant to Article above:

- (a) senior qualified regular employee working outside the seniority block where the vacancy exists;
- (b) senior qualified auxiliary employee working inside the seniority block where the vacancy exists;
- (c) senior qualified auxiliary employee working outside the seniority block where the vacancy exists.

### **12.3 Supervisory Vacancies**

When filling regular vacancies for any supervisory (RF, PS, TS or TL) position, the Employer shall consider the following two (2) factors in determining which employee(s) shall be selected to fill the vacancy:

- (a) the ability, knowledge, training, skill and assessment of the past work performance of each eligible employee who has applied; and
- (b) the service seniority of each eligible employee who has applied;

When, in the judgement of the Employer, factor (a) is to all intents and purposes relatively equal between two (2) or more eligible employees, the employee(s) having the most seniority shall be selected to fill the posted vacancy.

#### **12.4 Job Posting Information**

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

#### **12.5 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 Employer by telephone of the reasons why he/she was unsuccessful, and receive an oral explanation. If a candidate wishes the reasons in writing, he/she must request them in writing by telex, telegram, letter or facsimile. Any request made under this Section must be made within three (3) working days following notification to the employee under this clause. The Employer will reply to the employee within five (5) working days of the receipt of the employee request.
- (b) Grievances must be filed at Step 2 within seven (7) calendar days of receipt of the Employer's reply in Clause 12.5(a) above. 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.

#### **12.6 Interview Expenses**

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

#### **12.7 Trial Period**

Where a bargaining unit employee is promoted, he/she will be placed on trial for a 489/522 hour 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 to the satisfaction of the Employer, 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.

All employees so affected will be paid the rate for the position they actually occupy and will not qualify for any salary protection as may be contained elsewhere in this Agreement.

#### **12.8 Transfers without Posting**

The Labour/Management Committee may grant lateral transfers or voluntary demotions within the company for compassionate or medical reasons. Compassionate or medical reasons shall be defined as, but not restricted to, the following:

- (a) illness of employee or family members requiring medical attention which is unavailable in the immediate area, e.g., spouse or dependent with kidney problems requiring dialysis on a regular basis;



- (b) handicapped family members who require attention which is unavailable in the immediate area, for example, blind or deaf dependants who require special schooling;
- (c) health circumstances which leave the employee in a position where he/she is unable to work at the existing location.

The Labour/Management Committee may place an employee into a vacancy prior to filling as per Articles 12.1 and 12.2.

### **12.9 Filling of Core Vacancies**

- (a) The Employer shall fill core group vacancies in each seniority block as a result of a core position becoming vacant as a result of resignation, death, retirement, promotion, transfer, dismissal, or any core vacancies created as a result of an employee using this Article.
- (b) Core group vacancies shall be filled within thirty (30) calendar days pursuant to this Article.
- (c) Core group vacancies created as a result of a regular employee's absence on Long Term Disability or Worker's Compensation or ICBC shall be filled pursuant to Clause 12.9(b) above. These vacancies shall be considered temporary vacancies until such time as the absent employee is determined to be totally disabled from his/her own occupation at which time the position shall be filled permanently.

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

### **13.1 Application**

The provision of this Article will apply to regular employees as specified below who are laid off by the Employer as a result of a reduction in size of the regular workforce, subject to the provisions of Memorandum of Understanding #1.

### **13.2 Layoff - Less than Three (3) Years Service Seniority**

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

- (a) *Layoff*
  - (1) Layoff of regular employees with less than three (3) years service seniority shall be in reverse order of seniority within a classification and within seniority blocks as specified in Appendix #3.
  - (2)
    - (i) An employee designated by the Employer for layoff may fill a vacancy in the same seniority block within the specific contract area provided that the employee is qualified and able to perform in the vacant position and provided that the vacancy is at the same or a lower rate of pay. If there are no vacancies available a regular employee designated for layoff who was promoted from another position within the same seniority block may opt to displace an employee currently filling a position in the classification originally held by the employee designated for layoff, providing the employee exercising such a displacement option has greater seniority and is qualified and able to perform the job.
    - (ii) The employee displaced pursuant to Clause 13.2(a)(2)(i) above shall be laid off.
    - (iii) If an employee is not placed through the option of Clause 13.2(a)(2)(i) above, then he/she may opt to displace the junior employee currently filling a position within that classification originally held, providing the employee exercising this displacement

option has greater seniority and is qualified and able to perform the job after a period of familiarization. This option shall be exercised only within the same seniority block and same geographic location.

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

(4) A regular employee who chooses to go onto the auxiliary recall list pursuant to this section, shall retain his/her regular status unless he/she fails to maintain twelve hundred (1200) hours worked at the straight time rate within the previous twelve (12) month period except as provided under Article 20; but a regular employee recalled to auxiliary work will be considered to have auxiliary status for purposes of Articles 15.3 and 15.4 of this Agreement, the vacation scheduling provisions and notice of layoff as specified in Clause 13.2(b) below.

(5) Notwithstanding Clauses 13.2(a)(1), (2), and (3) above, regular employees to be retained shall be qualified and able to perform the work which is available.

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

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

(d) Notwithstanding Clause 13.2(a)(4) above, a regular employee with service seniority of less than three (3) years and who is laid off and does not opt for severance pay under Clause 13.2(f), will be placed on a recall list for a period of one (1) year, for the purposes of recall to a regular position in the geographic location, or the geographic boundaries of the seniority block, whichever is greater, from which the employee has been laid off.

(e) Recall of regular employees shall be in order of service seniority providing the employee is qualified and able to perform the work which is available. Recall to available work of four (4) months or longer duration shall be considered to be "*regular*" recall under this section rather than "*auxiliary*" recall under Article 31.2 or paragraph (3) above. An employee who declines an offer pursuant to this paragraph shall be deemed to have declined placement and shall claim severance pay.

(f) *Severance Pay*

(1) An employee may opt for severance pay on the date the layoff was scheduled to occur, in which case he/she shall be deemed to have resigned, and will not be placed on any recall lists.

(2) A regular employee who has elected severance pay pursuant to this article shall be entitled to severance pay in an amount equal to one (1) week's pay for every year of service or major part thereof.

### **13.3 Layoff - Three (3) or more Years of Service Seniority**

(a) The Employer shall notify employees affected by Article 13.3 in writing, twenty (20) work days prior to the effective date. Copies of such notifications will be forwarded to the Union. If the employee has not had the opportunity to work twenty (20) full days after notice of layoff, he/she shall be paid in lieu of work for that part of the twenty (20) days during which work was not made available.

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

- (1) the employee to be laid off shall be the employee with the least service seniority in the same classification and same geographic location, or the geographic limits of the seniority block, whichever is greater;
- (2) the employee shall be placed on the basis of service seniority in accordance with (i) through (vi) below;

	Vacancy Displacement	Classification	Geographic Location
(i)	Vacancy	any provided qualified	same
(ii)	Displace	any provided qualified	same
(iii)	Vacancy	same	other
(iv)	Vacancy	any provided qualified	other
(v)	Displace	same	other
(vi)	Displace	any provided qualified	other

(3) In order to facilitate the administration of Clause 13.3(b)(2) above, an employee is required to immediately indicate if it is his/her intention to utilize the displacement/bumping option. The displacement/bumping option shall be voluntary and if the option is declined by the employee it shall not count as a job offer pursuant to this section. Should an employee wish to displace/bump, the Employer will identify the least senior employee within the classification and or geographic location.

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

(5) Notwithstanding Clause 13.3(b)(2) above, an employee may choose to take the options available to employees with less than three (3) years seniority as outlined in Article 13.2, rather than the options available to an employee with three (3) or more year's service seniority.

(6) In the event that an employee is not placed pursuant to any of the above options he/she shall claim Section 5 above or severance pay.

(c) Job offers pursuant to Clause 13.3(b) above:

If an employee refuses a maximum of two (2) job offers where the location is outside his/her geographic location, he/she shall claim severance pay as outlined in Clause 13.3(e).

(d) In all cases, the regular employee must possess the qualifications to perform the work available.

(e) *Severance Pay*

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

- (1) for the first year of completed employment..... three (3) weeks' current salary;
- (2) for the second year of completed employment ..... three (3) weeks' current salary;
- (3) for each completed year thereafter..... one-half (1/2) month's current salary.

Notwithstanding anything else contained in this clause an employee who commenced work with the Employer subsequent to the dates at which the Employer assumed responsibility for Highways Maintenance from the Provincial Government for each respective contract area will only be eligible for

one week severance pay per year of service regardless of their length of service with the Employer at the time of layoff.

The employee will not receive an amount greater than six (6) months' current salary, and will not be eligible for recall.

(f) Employees who relocated pursuant to Article 13.3 shall be entitled to relocation expenses in accordance with Article 27.13.

#### **13.4 Yard Closure**

In the event the Employer closes or relocates an existing yard or facility, the affected employees shall be entitled to the provisions of Article 1.1(a)(1) of Appendix 4, if required to move more than seventy (70) kilometres. The Union and the Employer will meet to negotiate provisions regarding the affected employees. If agreement cannot be reached, the matter will be referred to arbitration pursuant to Article 9.6.

### **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-eight (2088) or one thousand nine hundred and fifty-seven and one-half (1957½) for a seven and one-half (7½) hour day, which is equivalent to an average of forty (40) or thirty-seven and one-half (37½) hours per week. The two thousand and eighty-eight (2088) or one thousand nine hundred and fifty-seven and one-half (1957½) 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-eight (2088) or one thousand nine hundred and fifty-seven and one-half (1957½) hours.

#### **14.2 Work Schedules**

(a) The Employer shall determine when various services are to be provided, the hours of operation of all services and facilities, the classifications of positions and the numbers of employees required to provide the services.

(b) The Employer's designate and the employee's representative at the local level will establish work schedules, provided that such work schedules are compatible with the hours of operation determined by the Employer and Article 14.1. In establishing or changing work schedules the provisions of this article shall apply including the following:

(1) If either party wishes a change to the 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) work site, notice shall be given to the Union Staff Representative or the Company President.

(3) The Parties shall have fourteen (14) days, from the date notice is given to reach agreement on work schedules.

(4) If the Parties are unable to reach agreement within fourteen (14) days either party may refer the matter to arbitration, pursuant to Article 9 and the terms of reference within this article.

- (c) (1) The arbitrator shall base his/her decision on work schedule information in this Agreement and the criteria to be applied in this section. The arbitrator may consider a work schedule proposed by either party.
- (2) The party requesting a change from what has been previously agreed to shall bear the onus for justifying the change.
- (3) In coming to a decision, the arbitrator shall abide by the following rules:
- (i) the decision must not be retroactive;
  - (ii) the hours of work schedule awarded shall not contain scheduled overtime;
  - (iii) the decision must not interpret the Agreement except for the provisions of Clauses 14.2(c)(3) and 14.2(d).
- (d) 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;
- (e) (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 nine (9) hours and providing the change is necessary because of an introduction of a new program or a change to the hours of operation. However, under extenuating circumstances the fourteen (14) days' notice may be concurrent with the period of notice in Clause 14.2(b)(3) above.
- (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 Articles 17.3 or 17.4, the time off granted will be eight (8) hours per lieu day for a full-time employee [or seven and one-half (7½) in the case of those employees working thirty-seven and one-half (37½) hours per week] and prorated for a part-time employee.
- (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 or seven and one-half (7½) hours for those employees working thirty-seven and one-half (37½) per week, and vacation taken shall be deducted in accordance with the actual hours of the employee's daily shift in effect at the time the vacation is taken.
- (c) *Designated Paid Holidays* - where an employee is granted a designated paid holiday pursuant to Article 17, the time off granted will be eight (8) or seven and one-half (7½) hours per designated paid holiday for a full-time employee and prorated for a part-time employee. Where the scheduled work day exceeds eight (8) or seven and one-half (7½) hours, the resulting difference shall be included in the work schedules established pursuant to Article 14.2.

#### 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 regular employees are required to stand by to be called for duty under conditions which restrict their normal off-duty activities, they shall be compensated at straight time in the proportion of one (1) hour's pay for each three (3) hours standing by. An employee designated for stand-by 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 (a) above will not be required to stand by 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 stand by shall be assigned standby on an equitable basis considering the qualifications of employees required. Standby period will be scheduled to a maximum of twelve (12) hours per day.

#### 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.

(b) The normal meal period will not be less than one-half (½) hour and not more than one (1) hour. Lengthening of the scheduled work day will not be achieved by expanding the normal meal period except by mutual agreement.

(c) 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.

(d) 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 Hours of Work, Shift Schedules and Starting and Finishing Times

Subject to Definition 34 of this Agreement, the length of work days, shift patterns and shift schedules shall be implemented at the local level.

(a) (1) The length of the normal scheduled work day for the 5:2 shift pattern will be seven and one-half (7½) or eight (8) hours except by mutual agreement.

(2) Except for part-time employees, the minimum length of the scheduled work day shall be seven and one-half (7½) or eight (8) hours.

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

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

#### **14.8 Scheduling of Earned Time Off**

(a) Surplus time arising from agreed upon work schedules.

(1) Earned time off shall be averaged and taken off by mutual agreement and subject to operational requirements over a six (6) 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 Article 18 of 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*" (2x) 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.

#### **14.9 Deferment of Rest Days**

By mutual agreement at the local level and subject to operational requirements, where employees are required to work away from their regular seniority block and such employees are unable to return home on a daily basis, such employees may be permitted to work on those days that would otherwise be considered days of rest and will be permitted to bank the time worked on such days of rest on a straight-time basis to be taken at a mutually agreeable time following their return to their regular geographic location.

#### **14.10 Clean-up Time**

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

(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.

#### **14.11 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 work site and return.

### **ARTICLE 15 - SHIFT WORK**

#### **15.1 Definition of Shifts and Shift Premium Entitlements**

(a) *Identification of Shifts*

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

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

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

(b) *Shift Premiums:*

Effective date of ratification:

(1) *Afternoon Shift* ..... ninety cents (90¢) per hour

(2) *Night Shift* ..... one dollar and fifteen cents (\$1.15) per hour

## 15.2 Shift Premium Entitlement

(a) Employees working an afternoon or night shift as identified in Clauses 15.1(a)(2) and 15.1(a)(3) shall receive a shift premium for all hours worked on the shift.

(b) An employee working a full shift which begins between 11:00 a.m. and 1:59 p.m. inclusive shall receive the afternoon shift premium for all hours worked after 2:00 p.m.

(c) A part-time employee working less than the normal hours per day of a full-time employee will receive the afternoon shift premium for all hours worked on a shift more than half of which is regularly scheduled between 6:00 p.m. and 6:00 a.m., except that an employee regularly scheduled to start between 10:00 p.m. and 2:00 a.m. will receive instead the night shift premium.

(d) Employees covered by flextime and/or modified work week agreements who, by their own volition, choose to begin their shift at a time which would qualify them for a shift premium shall not be entitled to the premium. Employees who are required to begin their shift at a time which would qualify them for a shift premium in accordance with the above provisions shall receive the appropriate premium.

(e) Shift premiums will apply to overtime hours worked in conjunction with a shift. An employee who is called out between 9:00 p.m. and 4:29 a.m. shall receive the night shift premium for each hour worked during the callout period up to the commencement of his/her regularly scheduled shift.

## 15.3 Notice of Work Schedules

(a) Work schedules, determined as per Clause 14.2, 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 an employee's work schedule or shift is changed, or in the event an auxiliary employee working a regular schedule shift roster schedule or shift is changed without forty-eight (48) hours' advance notice, the employee will 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 a premium of one dollar (\$1) per hour for work performed on the first shift to which he/she changed.

## 15.4 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.

## 15.5 Shortfall of Annual Working Hours

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



### 15.6 Rotation of Shifts

- (a) Shift rotation shall 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) Shift rotation for winter maintenance crews shall only occur where there is majority agreement among the employees involved within the classification series.
- (c) 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.
- (d) Where shift schedule changes result in work days of the new schedule falling on rest days of the old schedule, then every attempt shall be made to provide a minimum of one (1) rest day between shifts.
- (e) Employees assigned to operate equipment on winter shifts shall sign up in the following order:
  - (1) by service seniority for all employees classified at the level of the work to be performed; followed by
  - (2) service seniority for all employees from other classifications.

### 15.7 Short Changeover Premium

- (a) If shifts are scheduled so that there are not twenty-four (24) hours between the start of an employee's shift and the start of his/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 15.7(a) above.

### 15.8 Winter Shifts for Highway Maintenance Crews

- (a) The Union and the Employer recognize that the implementation for highway maintenance winter shifts is largely dependent on winter conditions and that shifts may have to be implemented on short notice.
- (b) The Employer will advise the employees by October 1 of each year, of their scheduled winter shifts and the last day by which such shifts will be implemented.

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

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

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

- (1) A maximum of one (1) shift daily on Saturday and Sunday.
  - (2) An employee will not be required to work in excess of two (2) weekends per month and the two (2) weekend days shall not be consecutive.
  - (3) As a result of working weekend days as described above one (1) day of rest will be taken in conjunction with the rest days for the preceding or following weekend.
  - (4) These guidelines shall not be amended except by mutual agreement.
- (c) The above guidelines do not apply to those employees who are specifically employed to provide weekend service as a requirement of their job description.

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

#### **16.2 Overtime Entitlement**

- (a) An employee will be entitled to compensation for authorized overtime in excess of the daily scheduled hours.
- (b) Overtime shall be compensated in fifteen (15) minute increments; however, employees shall not be entitled to any compensation for periods of overtime of less than five (5) minutes per day.

#### **16.3 Sharing of Overtime**

- (a) Except in the case of emergencies, overtime shall be allocated on an equitable basis within the appropriate classifications for the work group. Accordingly, no employee in another classification shall be called out on overtime until all employees in the appropriate classifications have had the opportunity to refuse the overtime. For the purpose of this clause, an effort by the Employer to contact an employee shall constitute an opportunity to work.
- (b) During the winter season those employees assigned to drive a 4-ton or larger truck shall be allocated overtime on an equitable basis within the work group.
- (c) A refusal to work overtime shall constitute an opportunity to have worked.

#### **16.4 Overtime Compensation**

- (a) Overtime worked shall be compensated at the following rates:
  - (1) time and one-half (1½ x's) for the first two (2) hours of overtime on a regularly scheduled work day;

- (2) double time (2 x's) for hours worked in excess of Clause 16.4(a)(1);
- (3) double time (2 x's) for all hours worked on a day of rest.

The compensation of overtime in Clauses 16.4(a)(1) and (2) is to be on a daily basis and not cumulative.

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

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

### **16.5 Overtime Meal Allowance**

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

The overtime meal allowance shall be: eleven dollars (\$11)

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

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

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

(e) Where any of the meals provided under Clauses 16.5(a), (b), (c) or (d) above duplicates a meal to which an employee is entitled because of travel status or field allowance, then the employee shall receive only one (1) benefit for each meal.

### **16.6 No Layoff to Compensate for Overtime**

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

### **16.7 Right to Refuse Overtime**

(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 stand-by shall not have the right to refuse call-out for overtime work.

### **16.8 Callout Provisions**

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

(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 Clause 16.8(b)(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 16.8(b)(2), (c)(1), and (c)(2) above, then that portion of the shift shall be compensated at overtime rates.

## **16.9 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.

## **16.10 Method of Compensation**

(a) Overtime compensation shall be monetary or in time off at the employee's option. At no time shall an employee's bank of time exceed one hundred and sixty (160) hours. 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, or the employee has such time outstanding at the date of termination, cash payment will be made. In the case of a cash payout, if the employee requests by June 1st of any year, he will receive the payout equal to his entire cash balance on a separate cheque on June 30th.

(b) When overtime is worked, the employee shall indicate on his/her daily time card whether he/she elects to have such overtime compensation in time off. Where there is no such election, such overtime compensation will be in cash.

(c) The Employer agrees that scheduling of compensatory time off shall not be unreasonably withheld. Notwithstanding the previous sentence, the Employer will not be obligated to schedule compensatory time off when such scheduling may result in a replacement being required for the employee taking such compensatory time off.

#### **16.11 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 30.15 of this contract, the Employer shall endeavour to provide alternate transportation.

#### **16.12 Authorization and Application of Overtime**

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

#### **16.13 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 Clauses 16.13(a) and (b) above.

#### **16.14 Recording of Overtime**

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

**ARTICLE 17 - PAID HOLIDAYS****17.1 Paid Holidays**

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

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

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

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

(d) Where there is a work dependency between employees covered by this Agreement and other employees, the Parties may, by mutual agreement, amend Clause 17.1(c) above.

**17.2 Holiday Falling on a Non-Scheduled Workday**

(a) When a paid holiday falls on an employee's day of rest, the employee shall be entitled to a day off with pay in lieu which shall be scheduled by mutual agreement between the employee and the Employer. If mutual agreement cannot be reached the lieu day(s) shall be added to the employee's annual vacation entitlement.

(b) If an employee is called in to work on the day designated as the lieu day pursuant to Clause 17.2(a) above, he/she shall be compensated at the double time rate.

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

(d) Part (a) of this Clause does not apply where the days in lieu of paid holidays are built into the shift pattern.

**17.3 Holiday Falling on a Scheduled Workday**

An employee who works on a designated holiday, which is a scheduled workday, shall be compensated at the rate of double time for hours worked, plus a day off in lieu of the holiday. Lieu days earned pursuant to this clause shall be scheduled by mutual agreement. If mutual agreement cannot be reached the lieu day(s) shall be added to the employee's annual vacation entitlement. However, where an employee works Christmas Day or New Year's Day, the rate will be double time and one-half (2½ x's) plus a day off in lieu.

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

**17.7 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) Auxiliary employees shall be compensated for the paid holiday who have:

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

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

(b) An auxiliary employee who is qualified in Clause 17.8(a) to receive compensation for the holiday and who is required to work on that day shall be compensated at the same rate as regular employees in the same situation, as outlined in Article 17.

**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 year commencing the date concurrent with the maintenance agreement between the Employer and the Province of British Columbia.

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

(b) Regular employees who accrue at least ten (10) days seniority in each calendar month shall earn vacation credits as follows (except when in receipt of LTD benefits or for general leave pursuant to Clause 20.10 that is in excess of thirty [30] calendar days):

<b>Vacation Years</b>	<b>Work Days</b>
First to Fifth .....	15
Sixth .....	16
Seventh .....	17
Eighth .....	21
Ninth .....	22
Tenth .....	23

Eleventh .....	24
Twelfth .....	25
Thirteenth to Nineteenth .....	25
Twentieth and thereafter .....	30

- (c) 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 Clause 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 Clause 18.6, the scheduling and completion of vacations shall be on a vacation year basis.
- (b) The calendar year in which an employee's first (1<sup>st</sup>) anniversary falls shall be the first (1<sup>st</sup>) vacation year. For the purpose of additional leave entitlement, the calendar year in which the fifth (5<sup>th</sup>) anniversary falls shall be the fifth (5<sup>th</sup>) vacation year; in which the sixth (6<sup>th</sup>) anniversary falls shall be the sixth (6<sup>th</sup>) vacation year; etc.
- (c) An employee earns but is not entitled to receive vacation leave during the first six (6) months of continuous employment.
- (d) *Vacation Period*
- (1) The Employer will endeavour to allow as many regular employees as possible to take their vacation at any time of the year. In peak work periods, a minimum of one (1) regular employee in each classification may take his/her vacation subject to Clause 18.3(f) of this Agreement.
- (2) Notwithstanding Clause 18.3(d)(1) above, work groups consisting of six (6) to eight (8) employees as at April 1st of each year, may have their availability to take vacation during July, August and December limited to two (2) employees away at a time in each classification series. Likewise, work groups of five (5) or less employees as at April 1st may have their availability to take vacation during those months limited to one (1) employee away at a time in each classification series.
- (e) *Preference in Vacation*
- (1) A preference in selection of vacation time shall be determined in each work group on the basis of service seniority by classification within that work group.
- (2) An employee shall be entitled to receive his/her vacation in an unbroken period. Employees wishing to split their vacation may exercise service seniority rights in their first choice within each vacation block. Seniority shall prevail in the choice of the subsequent vacation period, but only after all other first vacation periods have been selected.



(3) Where an auxiliary employee elects for vacation entitlement, the preference in selection of vacation time shall be in accordance with Clauses 18.3(e)(1) and (2), except that all regular employees shall have preference over any auxiliary employee.

(f) *Vacation Schedules*

(1) Vacation schedules will be posted on September 26th for the period October 26<sup>th</sup> through April 25<sup>th</sup>, and March 26<sup>th</sup> for the period April 26<sup>th</sup> through October 25<sup>th</sup>. In both instances, the schedules shall be posted for fifteen (15) days.

(2) Employees who do not exercise their seniority rights during the sign-up periods set out in (1) above, 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 1<sup>st</sup> except for vacation to be carried over as allowed under Clause 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.

(g) 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.

(h) Notwithstanding anything else contained in this Article, the scheduling of vacation time, which was not previously scheduled by seniority under the other provisions of this clause, shall be subject to the approval of the Employer. Where vacation relief is required, approval shall be based on availability of qualified replacement staff. Requests for vacation shall not be unreasonably denied.

#### **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) Where an employee is paid vacation pay prior to having actually earned all of his/her vacation entitlement, and his/her employment is terminated for any reason prior to the full entitlement being earned, the unearned vacation pay shall be treated as an advance of wages and the Employer reserves the right to claim credit for, or recover, by any and all means available to it, any such advance amount paid to the employee.

#### **18.5 Approved Leave of Absence with Pay During Vacation**

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

**18.6 Vacation Carryover**

- (a) An employee may carry over up to five (5) days' vacation leave per vacation year provided that such vacation carryover shall not exceed ten (10) days at any time. Employees in their first partial year of service, who commenced prior to July 1 of that year, may carry over up to five (5) days' vacation leave into their first vacation year. Upon mutual agreement between the employee and the Employer, an employee may receive cash in lieu of vacation for any portion of his/her vacation entitlement not taken in the year for which the entitlement applies.
- (b) A single vacation period which overlaps the end of a vacation year shall be considered as a vacation for the vacation year in which the vacation commenced. The portion of vacation taken subsequent to, but adjoining, the end of the vacation year shall not be considered as vacation carryover, nor as a seniority choice for the subsequent vacation year.

**18.7 Call Back from Vacation**

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

**18.8 Vacation Leave on Retirement**

An employee who is scheduled to retire and to receive a pension allowance under the negotiated pension provision shall be granted full vacation entitlement for the final vacation year.

**18.9 Vacation Credits Upon Death**

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

**18.10 Vacation Relief**

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

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

Employees shall be entitled to coverage for short-term illness and injury and long-term disability in accordance with the provisions of this Agreement. In the case of employees in receipt of Short-Term Illness and Injury Plan Benefits, such employees shall remain on payroll and benefit compensation payable by the carrier shall be remitted to the Employer.

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

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

- (b) Immediate family is defined as an employee's parent, spouse, child, brother, sister, father-in-law, mother-in-law, grandparent and grandchild, step parent or any other relative permanently residing in the employee's household or with whom the employee permanently resides.
- (c) In the event of the death of the employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law, the employee shall be entitled to special leave at his/her regular rate of pay for one (1) day for the purpose of attending the funeral.
- (d) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

## 20.2 Special Leave

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

- |     |  |         |
|-----|--|---------|
| (1) | marriage of the employee .....                                   | 3 days; |
| (2) | attend wedding of the employee's child .....                     | 1 day;  |
| (3) | birth or adoption of the employee's child .....                  | 1 day;  |
| (4) | serious household or domestic emergency .....                    | 1 day   |
| (5) | moving household furniture and effects .....                     | 1 day;  |
| (6) | attend his/her formal hearing to become a Canadian citizen ..... | 1 day   |
| (7) | attend funeral as pall-bearer or mourner .....                   | ½ day   |
| (8) | court appearance for hearing of employee's child .....           | 1 day.  |

- (b) Two (2) weeks' notice is required for leave under Clauses 20.2(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 of an employee, or serious illness of a spouse of an employee requiring home care, and when no one at the employee's home other than the employee can provide for the needs of the ill child or spouse, the employee shall be entitled, after notifying his/her supervisor, to use up to a maximum of two (2) days paid leave at any one time for this purpose.
- (b) The Employer may request a report from a qualified medical practitioner when it appears that a pattern of consistent absence is developing.

## 20.4 Full-time Union or Public Duties

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

- (a) for employees to seek election in a Municipal, Provincial, or Federal election for a maximum period of ninety (90) days;
- (b) for employees selected for a full-time position with the Union or any body to which the Union is affiliated for a period of one (1) year;
- (c) for employees elected to a public office for a maximum period of five (5) years;

(d) for an employee elected to the position of President or Secretary-Treasurer of the B.C. Government and Service Employees' Union. The leave will 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. In the event that the employee is subpoenaed as a witness to an event that occurs while the employee is at work, and the employee is required to attend court on a scheduled day off, the employee shall be compensated at straight-time rates for time actually in attendance at court for a minimum of four (4) hours to a maximum of eight (8) hours. The employee must submit proof of time served and such time shall not be considered as time worked for any purpose under this Collective Agreement.

(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) A regular employee may be granted leave without pay, or leave with partial pay, to take courses in which the employee wishes to enrol.

### **20.8 Educational Leave**

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

## **20.9 Elections**

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

## **20.10 General Leave**

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

## **20.11 Leave for Medical and Dental Care**

(a) Where it is not possible to schedule medical and/or dental appointments outside regularly scheduled working hours, reasonable time off for medical and dental appointments for employees or for dependent children shall be permitted, but where any such absence exceeds two (2) hours, or if the absence does not abut the employee's start or finish time of his/her shift, 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 seventy (70) hours per calendar year, unless additional special leave is approved by the Employer. Such additional leave will not be unreasonably withheld, and will be taken from any paid leave available, including CTO or annual vacation. Where no paid leave is available the additional special leave will be without pay.

## **20.13 Emergency Service Leave**

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

## **20.14 Canadian Armed Forces**

Subject to operational requirements, employees who participate in activities related to the Reserve Component of the Canadian Armed Forces may be granted leave of absence without pay as follows:

(a) where an employee is required to take annual training with Her Majesty's reserve forces provided any remuneration from the Government of Canada is remitted to the Employer;

(b) where an employee participates in a program of training for the purpose of qualifying for a higher rank; or

- (c) where an employee, as a delegate, attends meetings of service associations or conferences related to the Canadian Armed Forces.

Leave under this provision shall be limited to one (1) employee at any one time and shall not exceed twenty (20) work days in any calendar year.

#### **20.15 Donor Leave**

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

#### **20.16 Other Religious Observances**

- (a) Employees who are members of non-Christian religions are entitled to up to two (2) days leave without pay per calendar year to observe spiritual or holy days. Such leave shall not be unreasonably withheld.
- (b) A minimum of two (2) weeks notice is required for leave under this provision. Where two (2) weeks notice is not possible due to the unpredictable nature of the spiritual or holy days, then as much notice as possible shall be provided.
- (c) Employees granted leave under this provision may utilize or reschedule CTO, ETO, unused vacation or lieu days.

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

#### **21.1 Maternity Leave**

- (a) An employee is entitled to maternity leave of up to eighteen (18) weeks without pay.
- (b) An employee shall notify the Employer in writing of the expected date of the commencement of her leave. Such notice will be given at least four (4) weeks prior to the expected date of the commencement of maternity leave.
- (c) The period of maternity leave may commence up to eleven (11) weeks prior to the expected date of birth and shall end no earlier than six (6) weeks after the actual birth date. A shorter leave period may be requested provided such request is accompanied by a duly qualified medical practitioner's certificate stating that the employee is able to resume work.

#### **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 21.2(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 21.3;
  - (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**

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

### **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, 21.3, and 21.4 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, 21.3 and 21.4 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 Articles 18.1(b) and 18.6, vacation entitlements and vacation pay shall continue to accrue while an employee is on leave pursuant to Articles 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 Clause 21.7(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.

## 22.3 Joint Occupational Health and Safety Committees

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

- (a) Union representatives shall be employees at the work place appointed by the Union, and Employer representatives shall be appointed by the Employer.
- (b) The Committees will function in accordance with the 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) In order to assist in creating a safe place of work, Occupational Health and Safety Committees will be established at designated working locations of the Employer. The specific locations at which such committees will be established and the number of employees who will be permitted to act as Union representatives on these committees will be set out in Memorandum of Understanding #4. Each committee shall meet once monthly, and employee representatives on such committees, who are appointed by the Union, will suffer no loss of pay for the time spent attending a committee meetings, job site inspection or accident investigation in accordance with WCB Regulations. Wherever practical, transportation shall be provided by the Employer. If no vehicle is available employees will be eligible to receive a mileage allowance as per Article 27.8.
- (d) Committee meetings shall be scheduled during normal working hours whenever practicable. Time spent by designated committee members attending meetings held on their days of rest or outside their regularly scheduled hours of work shall not be considered time worked, but such committee members shall receive equivalent time off at straight-time.

## 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.

## 22.7 Investigation of Accidents

- (a) In the event of an accident which results in or had the potential of resulting in a serious injury or fatality, a joint investigation shall be conducted by at least one (1) Union representative from the appropriate Occupational Health and Safety Committee and one (1) management representative.
- (b) Reports shall be submitted on a mutually agreed accident investigation form and copies sent to:
  - (1) Workers' Compensation Board
  - (2) Occupational Health and Safety Committee
  - (3) Employer designate(s)
  - (4) The appropriate BCGEU Area Office
- (c) In the event of a fatality, the Employer shall immediately notify the President of the BCGEU, or designate, of the nature and circumstances of the accident and arrange as soon as possible for a joint investigation pursuant to Clause 22.7(a) above.

## 22.8 Occupational First Aid Requirements and Courses

- (a) The Union and the Employer agree that First Aid Regulations made pursuant to the Workers' Compensation Act shall be fully complied with. Sufficient copies of the WCB Industrial Health & Safety Regulations as well as the First Aid Regulations made pursuant to the Workers' Compensation Act shall be maintained at each point of assembly.
- (b) Where the Employer requires that an employee performs first aid duties in addition to the normal requirements of the job, the cost of obtaining and renewing the Occupational First Aid Certificate shall be borne by the Employer, and leave to take the necessary courses shall be granted with pay.
- (c) Employees required to possess an Occupational First Aid Certificate and who are designated to act as the First Aid Attendant in addition to their normal job responsibilities shall receive the following allowance on the basis of the class of certificate which they hold:
  - (1) *Occupational First Aid Certificate, Level 2* - \$30 per biweekly period or \$65 per month;
  - (2) *Occupational First Aid Certificate, Level 3* - \$42 per biweekly period or \$91 per month.

The allowance shall be prorated for partial months. For the purpose of calculating the hourly rate, the biweekly allowance shall be divided by eighty (80) or seventy-five (75), whichever is applicable; however, no employee shall receive more than the monthly allowance for the class of certificate which they hold.

Employees designated to act as the Occupational First Aid Attendant in addition to their normal duties will receive their full monthly allowance while on approved leave with pay of up to ten (10) days or while on vacation leave with pay.

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

- (d) (1) In order to meet the requirements of Clause 22.8(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 Clause 22.8(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 22.8(d)(1), (2), and (3) do not meet, within a reasonable period of time, the requirements of the Employer to achieve Clause 22.8(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 12.4.
- (5) Failing Clause 22.8(d)(4) above, the Employer may require the most senior regular employee within the work group who can meet the requirements of the WCB regulations to undertake Occupational First Aid training in order to obtain a Certificate.

## **22.9 Unresolved Safety Issues**

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

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

Where employees are required to work with or are exposed to any Dangerous Good, Special Waste, Pesticide or Harmful Substance, the Employer will ensure that the employees are adequately trained in the identification, safe handling, use, storage, and/or disposal of same.

## **22.11 Radio Contact or Employee Check**

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

## **22.12 Working Alone**

- (a) Where an employee is employed under conditions which present a significant hazard of disabling injury, and when the employee might not be able to secure assistance in the event of an injury or other misfortunes, the Employer shall provide a means of periodically checking the well being of the

employee. Checks shall be made at such intervals and by such means as are appropriate to the nature, hazard and circumstances of the employment.

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

### **22.13 Survival First Aid Course**

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

### **22.14 Hearing Examinations**

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

### **22.15 Training Programs for Occupational Health and Safety Committee Members**

The Company will provide training for Occupational Health and Safety Committee members as to their responsibilities. Such training shall be without loss of current pay and without loss of seniority and shall be granted to designated Occupational Health and Safety Committee members.

### **22.16 Skin Protection From Ultra Violet Radiation**

The Local Occupational Health and Safety Committees will identify situations where employee duties will involve unavoidable exposure to ultra-violet radiation for periods of time that would require an appropriate broad-spectrum sunscreen. The Local Occupational Health and Safety Committee shall provide employees with appropriate information on the necessity to wear suitable clothing and to avoid ultra-violet radiation in order to prevent illness or injury.

### **22.17 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 Employer shall ensure that all employees are adequately protected from such contact which may lead to acquisition and transmission of communicable diseases. The Joint Labour Management Committee shall review the policy and procedures of the Employer from time to time and make recommendations to prevent the acquisition or transmission of communicable diseases.

## **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 Change

- (a) For the purpose of technological change, defined as the introduction by the Employer of a different kind of equipment or material to the business, or a change in work methods related to the introduction of a different kind of equipment or material used in the business, the Employer agrees to provide the Union with as much notice as possible, but in any event not less than sixty (60) days notice of a technological change.
- (b) Upon receipt of a notice of technological change pursuant to Clause 23.2(a) the Joint Labour/Management Committee established under Article 7.3 shall meet to consult on the impact of the proposed change.
- (c) The written notice identified in Clause 23.2(a) will provide the following information:
- (1) the nature of the change(s);
  - (2) the anticipated date(s) on which the Employer plans to effect change(s);
  - (3) the location(s) and number(s) of employees likely to be directly affected pursuant to Clause 23.2(d) below.
- (d) Where notice of technological change has been given pursuant to Clause 23.2(a):
- (1) Regular employees who are assigned by the Employer to work with the new technology shall receive a period of training and familiarization. Employees involved in training under this Section shall receive their basic pay for the period of training. Where the employee cannot meet job requirements upon completion of the training and familiarization period, the employee shall be offered either the vacancy options or severance pay provisions of Article 13.
  - (2) To absorb those regular employees who are not assigned by the Employer to work with the new technology or who are displaced because of such technological change, the Employer will endeavour to utilize normal turnover of employees within the Employer geographic location in which the change occurs, to the extent that turnover occurs during the period in which a technological change is being implemented.
  - (3) When necessary to reduce staff due to technological change, it will be done as provided for in Article 13 or 31 as appropriate.
- (e) 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.

### 23.3 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.

## ARTICLE 24 - CONTRACTING

### 24.1 No Contracting Out

- (a) The Union recognizes that the Employer is obligated by the terms of the maintenance contract with the Ministry of Transportation and Highways to contract out two percent (2%) annually on subcontracting and two percent (2%) annually on hired equipment.

(b) The Employer agrees to notify the Union annually, by (one month after contract year), and quarterly thereafter, of the amount and type of work contracted out pursuant to (a) above, as set out in LOU#1.

#### **24.2 No Contracting Out Which Results in Layoff**

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

#### **24.3 Temporary Recall**

It will not be deemed to be a violation of Article 24.2 or any other part of this Collective Agreement where the Employer contracts out work which results in an auxiliary employee not being recalled for work assignment.

#### **24.4 Warranty and Repair Work**

When warranty work is performed on the Employer's premises, a Capilano Highway Services Mechanic will be assigned when, in the opinion of the Operations Manager or his designate, Capilano Highway's workload will allow. Such assignment is for training.

### **ARTICLE 25 - HEALTH AND WELFARE BENEFITS**

#### **25.1 Eligibility**

Regular employees shall be eligible for coverage for Health and Welfare Benefits effective the first day of the month following the completion of three (3) months active service with the Employer. Benefits shall be in accordance with existing policy except as otherwise stated in this Agreement. Except as provided below, the Employer will pay one hundred percent (100%) of the regular premiums. The Employer's responsibility is limited to the payment of premiums as set out above, and the eligibility for benefits under the benefit plans will be subject to the policies of the insurance carrier selected by the Employer. The Employer agrees to maintain benefits at an equivalent level to those outlined for convenience in this Article, subject to any requirements placed on these plans by the insurance carrier.

#### **25.2 Change of Carrier**

The Employer shall at his option have the right to change benefit plan carriers. In doing so, the Employer agrees to provide benefits equivalent to those of the existing plan.

#### **25.3 Short Term Disability**

In addition to the benefits provided by the group benefit plan referred to in Article 25.1 above, where an employee is absent from work due to non-occupational illness or injury, that employee will receive from the Employer seventy-five percent (75%) of his/her basic pay for the first five (5) working days of such an absence where those days are not compensated for by the provisions of the Short Term Disability Plan which forms part of the group benefit plan, or from any other source, provided that the Employer may require a medical certificate from a qualified medical practitioner prior to making such a payment. The Short Term Disability Plan will increase to a maximum of seven hundred fifty dollars (\$750) per week effective November 15, 1995.

#### **25.4 Long Term Disability**

Notwithstanding Article 25.1 above, regular full-time employees shall only be covered by the Long Term Disability Plan contained within the group benefit plan upon completion of six (6) months active employment with the Employer. The Long Term Disability Plan will increase to sixty-eight and three-

tenths percent (68.3%) of monthly earnings (to a maximum of five thousand dollars [\$5,000] per month) effective November 15, 1995.

- (a) An employee who is not actively at work because of illness or injury on the working 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 on his/her regular employment basis.
- (b) Coverage in the Plan is a condition of employment.

### **25.5 EI Premium Reduction**

The Parties agree that the complete premium reduction from the Employment Insurance Programme accruing as a result of the provision of these plans will be returned to Employer.

### **25.6 Employee to Inform Immediate Supervisor**

An employee shall inform his/her immediate supervisor or designate as soon as possible of his/her inability to report to work because of illness and/or injury. Employees unable to work due to illness and/or injury, and who are unable to indicate to his/her immediate supervisor or designate the approximate date at which they intend to return to work, shall update his/her immediate supervisor or designate on a daily basis of his/her status with regard to returning to work in order that relief scheduled for that employee may be notified. Employees intending to return to work following an illness and/or injury must notify his/her immediate supervisor or designate of such intent at least twenty-four (24) hours prior to their intended time of return.

### **25.7 Basic Medical Insurance**

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

### **25.8 Extended Health Care Plan**

The Employer shall pay the monthly premium for regular employees and qualifying auxiliaries entitled to coverage under the Extended Health Care Plan, Policy Number 90808.

For the term of this Agreement, this plan will provide equivalent benefits on the same terms as those currently provided, except as stated below.

- (a) *Corrective Lenses* - three hundred dollars (\$300) payable once every twenty-four (24) months.
- (b) *Hearing Aids* - four hundred dollars (\$400) payable once every forty-eight (48) months.
- (c) *Fees of a Registered Psychologist* - up to a maximum of three hundred fifty dollars (\$350), claimable per person per year (does not include services of Social or Welfare workers and Marriage and Family Counsellors).

### **25.9 Dental Plan**

The Employer shall pay the monthly premium for employees entitled to coverage under plan which provides:

- (a) *Basic*..... one hundred percent (100%) coverage (no dollar limits);
- (b) *Major* ..... sixty percent (60%) coverage (no dollar limits);
- (c) *Orthodontic*..... fifty percent (50%) coverage.

Orthodontic services are subject to a lifetime maximum payment of three thousand dollars (\$3,000) per patient.

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

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

Effective the first month following the date of ratification, the Employer shall pay one hundred percent (100%) of the premium.

Employees shall as a condition of employment, enroll in the Group Life Plan and shall complete the appropriate payroll deduction authorization forms.

#### **25.11 Employer to Provide Coverage**

The Employer shall provide coverage as set out in Articles 25.3, 25.4, 25.7, 25.8, 25.9, 25.10 and 25.16 and shall pay one hundred percent (100%) of the premiums as set out in those policies.

In the case of layoff, benefit coverage shall remain in effect until the end of the month in which an employee loses benefit entitlement.

#### **25.12 Continuation of Benefits**

Employees who are eligible for benefits under Article 25.1 above, shall be entitled to maintain coverage as set out in the policies described in Articles 25.3, 25.4, 25.7, 25.8, 25.9, 25.10 and 25.16 for a maximum period of three (3) consecutive months immediately following the month in which the employee is laid off by prepaying the premium themselves.

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

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

#### **25.14 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.

#### **25.15 Employee Assistance Program**

The Employer agrees to pay one hundred percent (100%) of the cost of fees for service for the Employee Assistance Program in accordance with Memorandum of Understanding #2.

#### **25.16 Short Term Illness and Injury and Long Term Disability**

Regular employees shall be entitled to coverage for Short Term Illness and Injury and Long Term Disability subject to the provisions of this Article. The Employer shall maintain coverage for Medical Services Plan (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 a maximum of two (2) years from the initial date of commencement on Long Term Disability.

Vacation entitlement 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.

### **25.17 Copies of Benefit Plan**

The Employer will distribute a pamphlet detailing the provisions of the benefit plans to all employees eligible for 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 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, 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 No. 3.
- (b) Replacement of unserviceable items as provided for in Memorandum of Understanding No. 3 will be made upon surrender of the items to be replaced.
- (c) Effective the date of ratification, each regular employee who is required by WCB regulations to wear safety toed work boots shall, on presentation of a receipt, be reimbursed for the purchase of one (1) pair of such boots per calendar year to a maximum of one hundred dollars (\$100).

### **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 Tools**

- (a) No employees, other than those classified as tradespersons, helpers, or apprentices, will be required to supply work tools or equipment.
- (b) Subject to Clause 26.4(a) above, the employee shall furnish and replenish his/her inventory of personal hand tools. The Employer shall furnish and maintain all other equipment as he/she deems necessary.
- (c) Where maintenance of employees' hand tools has been done by the Employer in the past, this practice shall continue. It is understood that "*maintenance*" as used in this section shall mean sharpening and keeping in good working condition.
- (d) In those cases where an employee is unable to have broken/worn out tools replaced or repaired under a manufacturer's guarantee, the Employer will replace or repair the employee's hand tools, pneumatic tools, power tools and tool boxes required for the job, which may be lost, worn out or broken



while used on the job, upon reasonable proof of such wearing, loss or breakage, and proof that there has been no negligence on the part of the employee. Replacement will be of equal quality.

### **26.5 Comprehensive Insurance**

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

## **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.
- (b) A comprehensive statement detailing all payments, allowances, pension contributions and deductions shall accompany the paycheque 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 will deposit, without cost to the employee, an employee's pay in a participating chartered bank, trust company or credit Union of the employee's choice on or before the appropriate payday.

### **27.3 Rates of Pay**

Employees shall be paid in accordance with the rates of pay as set out in Appendix 1 and 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, special leave, or any other paid leave of absence will be entitled to the basic rates of pay they received prior to substituting in a higher position.

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

- (b) Substitution pay is not payable when an employee has not been designated by the Employer to substitute.
- (c) Where the Employer requires an employee to work part days at a higher paying position, for more than one-half ( $\frac{1}{2}$ ) hour, he/she shall be paid the higher rate by one-half ( $\frac{1}{2}$ ) day increments.
- (d) The application of this Clause shall not include training time.
- (e) 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.

(f) Appointment to substitute in supervisory level positions shall be made on the basis of ability, knowledge, training, skill and an assessment of past performance.

(g) 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**

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

**27.7 Salary Protection and Downward Reclassification of Position**

(a) 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 maximum step of his/her new classification.

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

(b) Such changes in classifications or placements made pursuant to Article 13 are covered by Clause 27.7(a) above.

**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 up to a total maximum of thirty-two (32) kilometres, only when the employee is required to have his/her vehicle at work for use in the performance of his/her duties.

Vehicle allowance shall be thirty cents (30¢) per km.

**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 their seniority block.

Effective date of ratification, meal allowance shall be:

Breakfast	\$ 8.75
Lunch	\$11.00
Dinner	\$19.00

**27.10 Abnormal Working Conditions**

Premium rates for abnormal working conditions shall be as follows:

(a) *Danger Pay*

Except for Bridgeman or Bridge Labourers, a premium allowance of seventy-five cents (75¢) per hour shall be paid in addition to regular rates of pay for employees working on a swing stage, over bridges or stacks, or towers, or over the side of buildings or vessels, such that they are working more than fifty (50) feet/15.24 meters above surrounding terrain. Premium allowance shall apply to actual time while exposed, except that the minimum time shall be one-half (½) hour.

(b) A premium allowance of seventy-five cents (75¢) per hour shall be paid to employees required to work in areas contaminated with raw sewage. Premium allowance shall apply to actual time while exposed, except that the minimum time shall be one-half (½) hour.

(c) *Welding and Cutting or Galvanized Material*

A premium allowance of seventy-five cents (75¢) per hour shall be paid in addition to regular rates of pay for employees required to weld or torch cut galvanized material. Premium allowance shall apply to actual time while exposed except that the minimum time shall be one-half (½) hour.

**27.11 Upgrading Qualifications**

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

**27.12 Travel Expenses**

(a) Employees on travel status will be reimbursed for receipted out-of-pocket travel and accommodation expenses not covered elsewhere in this Agreement provided that the Employee receives prior written authorization from the Employer to incur such expenses, and such authorization shall include the types of expenses, modes of travel and accommodation arrangements as determined by the Employer. The Employer will pay fifteen dollars (\$15) per day when private accommodation is used.

(b) *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.

**27.13 Relocation Expenses**

Regular employees who have to move from one seniority block to another after winning a competition, or at the Employer's request, shall be entitled to relocation expenses in accordance with Appendix 4.

**27.14 Retirement Allowance**

Where an employee who is aged fifty-five or older retires after having completed twenty (20) or more years of continuous service, that employee will be entitled to a retirement allowance equal to one (1) month basic salary.

**27.15 Telephone Allowance**

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

**27.16 Work Time Records**

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

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

**27.17 Training Allowance**

Operators who are required by the Employer to provide training to a specified level and to certify to the competency of the employees so trained shall receive fifteen dollars (\$15) per day while training. In such cases, the most senior qualified operator with the capability to provide training in the required class of equipment shall be given the opportunity to provide such training.

**27.18 Salary Rate Upon Employment**

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

**27.19 Salary Rate on Demotion**

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

**27.20 Special Certificate Allowance**

Those employees required to hold a valid B.C. Blasters Certificate, which is not required in their classification specification shall receive monthly compensation as follows:

- (a) electric blasting single series ..... \$35
- (b) safety fuse blasting..... \$35
- (c) combination of (a) and (b) ..... \$35
- (d) safety fuse and electrical blasting or rated capacity of blasting machine ..... \$45
- (e) electrical blasting for rated capacity of blasting machine ..... \$45
- (f) seismic ..... \$55
- (g) general..... \$55

**ARTICLE 28 - CLASSIFICATION SPECIFICATIONS**

(As per Appendix 3)

**28.1 Classification Specifications**

The Employer agrees to supply the appropriate Union Area Office with the classification specifications for those positions in the bargaining unit. The determination of such classification specifications shall be made by the Employer, based on duties required to be performed; however, the Employer agrees to discuss such classification specifications, and any amendments thereto, at the Joint Labour/Management Committee.

## **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 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 procedure for obtaining Trades qualifications. Administration and implementation of Apprenticeship Programs will be administered by the Employer.

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

- (a) When an Apprentice is attending school as required by the B.C. Ministry of Labour, Skills and Development, he/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 attending school required by the B.C. Ministry of Labour, Skills and Development, whose regular place of residence is more than eighty (80) kilometres from the school and who decide to obtain temporary lodging during such period of schooling, will qualify for board and lodging expenses in accordance with this Agreement.

### **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 relocate more than eighty (80) kilometres from their regular place of residence will qualify for board and lodging expenses in accordance with the Agreement.

## **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 review training programs as required and the Employer shall:

- (a) ensure there are at least two (2) regular employees in the equipment operator series and patrol person classifications (in excess of the normal operators) trained and qualified to operate each type of equipment in each seniority block, e.g., single axle dump truck, tandem dump truck, distributor truck, loader, grader, gradall, etc.;
- (b) where the complement in Clause 30.1(a) above falls below two (2) regular employees, the Employer shall, within two (2) weeks, commence operator training pursuant to Article 30.3;
- (c) in seniority blocks with ten (10) or less regular employees, the number in Clauses 30.1(a) and (b) should read one (1).

### **30.2 Selection for Training**

When training is required, the Employer will place a Notice of Training in the appropriate assembly point. This notice will indicate the pre-training criteria and the job classification and equipment being offered for training. The Employer will assess the abilities of the employees within the appropriate classification series who indicate their interest for such training and will offer the training to the senior applicant who meets the pre-training criteria as determined by the Employer.

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

- (a) Employees shall be designated for on-the-job Operator training in writing.
- (b) Training shall be considered time worked.
- (c) An employee rejected from the training will be so informed in writing by the Employer.
- (d) Unless the employee is under direct supervision, an employee operating equipment under full operating conditions at a higher rate shall receive substitution pay in accordance with Clause 27.4(c).
- (e) The Parties recognize that continuity of training is important. The Employer shall endeavour to 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, the Employer will endeavour to allow a minimum of three (3) consecutive days unless proficiency is achieved sooner.

### **30.4 Completion of Courses on Company Time**

Employees may 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 of job related courses provided that the employee successfully completes the course.
- (b) The Parties to this Agreement may mutually agree to an alternate reimbursement percentage for approved job related courses.
- (c) Termination of employment will nullify any obligation of assistance by the Employer.

### **30.6 Training Away from Regular Seniority Block**

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

## **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. A copy of each auxiliary employment letter will be sent to the appropriate BCGEU Area Office.

### **31.2 Layoff and Recall**

- (a) Layoff of auxiliary employees shall be by classification in reverse order of service seniority within a seniority block.
- (b) Auxiliary employees on layoff shall be recalled in order of seniority within a seniority block provided the auxiliary employee is qualified to carry out the work which is available.
- (c) The Employer shall make every reasonable effort to recall auxiliaries in order of seniority. Records shall be kept at each assembly point where the Employer has attempted to recall auxiliaries. Access to the records of recall shall be granted to the local Union Staff Representative and/or his/her designate. Records shall include:
  - (1) method of recall (ie: telephone, written communication, etc.);
  - (2) date and time of the call(s);
  - (3) reason for decline (if any).
- (d) Auxiliary employees will be notified of available work by telephone. Where that is not possible contact will be made by registered mail.
- (e) If an auxiliary employee receives notice of available work and declines the work offered such decline will be considered to be a decline for purposes of Clause 31.2(f).
- (f) An auxiliary employee who declines work on three separate occasions in a six (6) month period shall lose their seniority and shall be considered terminated for just cause.

It is understood that only one decline may be counted per calendar day.

(g) Auxiliary employees who are unavailable in the following circumstances, and who call in to their work unit, will not have the decline of availability count as an occurrence for purposes of Clause 31.2(f):

- (1) absence on a WCB claim;
- (2) maternity leave;
- (3) absence on bereavement as per Article 20.1;
- (4) leave to participate in activities of a reserve component of the Canadian Armed Forces;
- (5) illness, proof of illness may be required if the absence is greater than five (5) days or where it appears a pattern of consistent or frequent absence is developing;
- (6) illness of a dependent child of an auxiliary employee, where no one other than the employee can care for the child. Proof of illness may be required if a pattern of consistent absence is developing. Such leave will not exceed two (2) days;
- (7) Union leave per Article 2.11;
- (8) jury duty;
- (9) medical or dental appointments.

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

(h) Notwithstanding anything contained elsewhere in this Article an auxiliary employee may at the time of layoff indicate in writing to the Employer that he/she only wishes to be recalled to specific seasonal or term work, and/or may designate a specific time period up to five (5) months in duration during which he/she does not wish to be recalled. The Employer will not be required to recall such employees during those periods or for that work which the employee has indicated they do not wish to be recalled.

(i) The Employer is not required to recall auxiliary employees who have already accumulated one thousand eight hundred twenty-seven (1827) hours in a twelve (12) month scheduling period.

(j) The Employer may retain the services of casual employees on an as and when needed basis for periods not to exceed sixty (60) days in duration. Such employees will only be used for project work as defined in the Memorandum of Agreement on Project Work or to replace regular or auxiliary employees who are working on project work. Employees so retained will not have seniority and may be retained and/or released at the sole discretion of the Employer. Articles 11, 12, 13, 17, 18, 19, 20, 24, 29.1, 29.2, 29.3, 29.4 and Clauses 29.7(b) to (g) of this Agreement will not apply to casual employees.

(k) The Employer agrees not to layoff auxiliary employees for the sole purpose of breaking their service.

### **31.3 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) leave to participate in activities of a reserve component of the Canadian Armed Forces, or Provincial Emergency Program, or fire or police training seminars;
- (5) illness; proof of illness may be required if the absence is greater than five (5) days or where it appears a pattern of consistent or frequent absence is developing;
- (6) illness of a dependent child 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;
- (7) Union leave per Article 2.10 or 2.11;
- (8) jury duty;
- (9) medical or dental appointments;
- (10) any approved leave of absence without pay.

(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 31.3(a) above.

#### **31.4 Health and Welfare**

In lieu of health and welfare benefits, auxiliary employees shall receive compensation of sixty-five cents (65¢) per working hour, up to a maximum of fifty-two dollars (\$52) per biweekly pay period.

This provision shall become effective the date of ratification.

#### **31.5 Medical, Dental and Group Life Insurance**

(a) Auxiliary employees will be eligible for medical, dental and group life insurance coverage under Article 25.1 after completion of 1827 hours worked in a fifteen (15) month period. Such auxiliary employees receiving benefits under this Clause will not receive the sixty-five cents (65¢) per hour under Article 31.4.

(b) An auxiliary employee will cease to be entitled to coverage under Clause 31.5(a) above when he/she loses his/her seniority in accordance with Clause 11.4.

(c) Auxiliary employees qualified under Clause 31.5(a) above shall be entitled to maintain coverage under such plans for a maximum period of three (3) consecutive months immediately following the month in which the layoff occurs by paying the premium themselves.

(d) When an auxiliary employee on layoff, who has previously qualified under Clause 31.5(a) above and has not ceased to be entitled under Clause 31.5(b) above, is recalled, the employee shall immediately be entitled to the benefits under Clause 31.5(a) above.

#### **31.6 Vacation Entitlement for Auxiliary Employees**

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

### 31.7 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 employee shall be permitted. Such leave will be without pay and without loss of seniority.

### 31.8 Emergency Leave

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

### 31.9 Application of Agreement

- (a) Except as otherwise noted in this Article, the provisions of Articles 11, 13, 17, 18, 19, 20, and 24 do not apply to auxiliary employees. The provisions of other Articles apply to auxiliary employees, except as otherwise indicated.
- (b) Any auxiliary employee who is eligible to vote in a Federal, Provincial, or Municipal election or a referendum shall have four (4) consecutive clear hours during the hours in which the polls are open in which to cast his/her ballot.
- (c) Auxiliary employees shall be entitled to the provisions of Article 20.1 (Bereavement Leave); however, such leave shall be without pay.
- (d) Maternity leave for auxiliary employees with less than 1827 hours worked in a fifteen (15) month period shall be in accordance with the Employment Standards Act.

### 31.10 Eligibility Requirements for Benefits

Auxiliary employees will qualify for short term disability, Articles 20.1, 20.2, 20.3, 20.4, 20.5, 20.9, 20.10, 20.12, 20.13, 20.14, 20.15 and Article 21 as follows:

- (a) An employee will be entitled to benefits under this Clause after completion of one thousand eight hundred twenty-seven (1827) hours worked in a fifteen (15) month period.
- (b) An auxiliary employee will cease to be entitled to coverage when he/she
  - (1) fails to maintain twelve hundred (1200) hours worked at the straight time rate within the previous twelve (12) month period except as provided under Article 21;
  - (2) loses his/her seniority in accordance with Article 11.4.
- (c) Auxiliary employees on layoff or subject to recall will not be eligible for benefits until after their return to work and subject to meeting the eligibility requirements. ("Return to work" is understood to mean the employee completed at least one-half [ $\frac{1}{2}$ ] of a scheduled work day or shift.)

### 31.11 Auxiliary Conversion

Auxiliary employees who have worked one thousand eight hundred twenty-seven (1827) hours in a fifteen (15) month period and who are employed for work which is of a continuous full-time or continuous part-time nature, shall be converted to regular status effective the beginning of the month following the month in which they attain the required hours.

### 31.12 Reporting Pay

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

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

## ARTICLE 32 - PENSION PLAN

### 32.1 Pension Plan

The Employer agrees to maintain the current pension arrangements for the duration of this Collective Agreement, with the exception that effective November 15, 1998, the Employer agrees to increase its contribution to eight and one-half percent (8½%) of gross pay for eligible employees provided that such employees contribute an amount equal to seven percent (7%) of gross pay to their plan. The Employer contribution shall further increase to nine percent (9%) of gross pay on October 1, 1999 provided that eligible employees contribute an amount equal to seven percent (7%) of gross pay to their plan. Gross pay is defined as basic straight-time pay plus add-ons but does not include any overtime earnings.

### 32.2 Establishment of a Plan

- (a) The Employer and the Union agree to comply with all applicable portions of the B.C. Pension Benefits Standards Act.
- (b) The Employer agrees to remain a contributing Employer to the Pension Fund of the employees. A majority vote amongst the contributing employees shall determine the particular Pension Fund.
- (c) Auxiliary employees who qualify as eligible in (e) below may participate in the Pension Plan.
- (d) The Employer agrees to continue to make contributions to the current Pension Fund, pursuant to Article 32.1 above, until otherwise directed in accordance with Clause 32.2(b) above.
- (e) Effective June 3, 1996 an employee is eligible for the Pension Plan after six (6) months of continuous service if hired as a regular, or if an auxiliary employee, will be eligible to participate in the pension plan if the auxiliary employee has completed two (2) years of continuous employment with the Employer, with earnings not less than thirty-five percent (35%) of the Year's Maximum Pensionable Earnings (as defined in the Canada Pension Plan [Revenue Canada]), in each of two (2) consecutive calendar years provided that any period of layoff during that two (2) year period did not exceed twenty-six (26) consecutive weeks and there is no actual cessation of employment. The Employer will advise an auxiliary employee when he/she becomes eligible to participate in the Pension Plan and will provide documentation for enrolment.
- (f) The Employer agrees that a representative as designated by the Union will have access to all information relating to the Pension Plan upon request.

### 32.3 Remittance of Contributions

All Employer and employee required contributions payable in respect of any pay dates occurring in a calendar month shall be paid no later than fourteen (14) calendar days after the end of the month in respect of which the contributions are applicable. The remittance shall be made in accordance with the statutory regulations contained in Section 37 of the Pension Benefits Standards Act (RCBC 1991).

### 32.4 Contribution Investment

All required contributions, including employee and Employer contributions, shall be invested according to the directions of the employee.

### 32.5 Discontinuance of Contributions

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

### 32.6 Contributions While Ill or Injured

Where an employee becomes disabled and is in receipt of Short or Long Term Disability income pursuant to the provisions of Article 25, or where an employee is in receipt of Workers' Compensation Board Benefits, whether such provisions are insured or not, that employee shall have remitted by the Employer the Employer contributions as set out in Clause 32.1, subject to the employee in receipt of Workers' Compensation Board Benefits making their required employee contributions. Such amount shall be based on the employee disability income. (not including any Employer top-ups).

## ARTICLE 33 - GENERAL CONDITIONS

### 33.1 Point of Assembly

- (a) Every employee will be assigned a regular point of assembly within his/her seniority block. The regular point of assembly will be changed only with prior notification of sixty (60) days or by mutual agreement.
- (b) When an employee is assigned to a work location so far removed from his/her regular 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, subject to the provisions of Section 14.11, may be on travel status. 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 work site.
- (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 Article 16.1 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) The Employer shall provide either a vehicle or other form of transportation at Employer's expense as required in Clause 33.2(a) above. The employees shall be compensated for travel time and approved meal costs while travelling.
- (c) When employees on travel status are required to check out of their place of accommodation, the Employer shall ensure that a suitable clean and safe place is provided for the storage of employee's luggage.

### 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 outside of normal work hours. If such use results in a loss to a third party or to the vehicle as a result of the driver's ability being impaired by the use of alcohol or drugs, the employee will be expected to compensate the Employer for any portion of the loss which is not payable by the Insurance Corporation of British Columbia because of impairment.

### 33.4 Indemnity

(a) *Civil Action* - except where a joint Union/Employer Committee considers that there has been flagrant or wilful negligence on the part of an employee, the Employer agrees not to seek indemnity against an employee whose actions result in a judgement against the Employer. The Employer agrees to pay any judgement 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 person or organization notifying him/her of intended legal action against him/her;
- (2) when the employee himself/herself requires or retains legal counsel in regard to the incident or course of events;
- (3) where any investigative body or authority first notifies the employee of any investigation or other proceeding which might lead to legal action against the employee;
- (4) when information first becomes known to the employee in the light of which it is a reasonable assumption that the employee would conclude that he/she might be the object of legal action; or
- (5) when the employee receives notice of any legal proceeding of any nature or kind.

### 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  
CAPILANO HIGHWAY SERVICES COMPANY  
and the  
B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION  
Effective to November 15, 2003

- (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 not covered by a work party advance, and who are required to proceed on travel status, may upon request, be provided with an adequate travel advance. The amount of advance will be determined by such factors as time away from headquarters and the frequency of reimbursement, and the anticipated amount of expense incurred.

**33.8 Work Group**

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

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

- (b) Where the Employer proposes a change in work groups, the matter shall be discussed with the Employer and the Union.

**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 Private Vehicle Damage**

Where an employee's vehicle is damaged as a direct result of the employee's vehicle being used on the Employer's business, the Employer shall reimburse the employee the cost of any deductible portion of insurance coverage on that vehicle up to two hundred dollars (\$200).

**33.11 Trade Qualified Employees Not to Work as Helpers**

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

**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.

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

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

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

## ARTICLE 34 - TERM OF AGREEMENT

### 34.1 Duration

This Agreement shall be binding on the Parties hereto and shall be effective from the date of ratification and remain in effect until midnight November 15, 2003.

### 34.2 Notice to Bargain

(a) This Agreement may be opened for collective bargaining by either Party giving written notice to the other Party on or after July 1, 2003 but in any event not later than midnight, July 31, 2003.

(b) Where no notice is given by either party prior to July 31, 2003, both Parties shall be deemed to have given notice under this section on July 31, 2003.

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

(d) Where a party to this Agreement has given notice under Clause 34.2(a) above, the Parties shall, within ten (10) days after the notice was given or at such other times as may be mutually agreed, commence collective bargaining.

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

### 34.3 Changes in Agreement

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

**34.4 Limitations**

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

**34.5 Joint Orientation**

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



**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

\_\_\_\_\_  
George Heyman, President

\_\_\_\_\_  
Steve Drummond, General Manager

\_\_\_\_\_  
Gary Evers, Bargaining Committee

\_\_\_\_\_  
Scott Drummond, Assistant General Manager

\_\_\_\_\_  
Bryan Griffiths, Bargaining Committee

\_\_\_\_\_  
Ed Boothman, Regional Manager

\_\_\_\_\_  
Al Fox, Bargaining Committee

\_\_\_\_\_  
Robert Ramsay, Equipment Manager

\_\_\_\_\_  
Lloyd C. Glibbery, Staff Representative

\_\_\_\_\_  
Pete Peters, Regional Manager  
Communications and Training

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2002

**APPENDIX 1  
SALARY SCHEDULE**

(Hourly Rate)

Classification	Effective May 15/99	Effective Nov 16/00	Effective Nov 16/01	Effective Nov 16/02
<b>Clerical Series:</b>				
Office Assistant 1	16.44	16.85	17.27	17.79
Office Assistant 2	18.33	18.79	19.26	19.84
Clerk 3	18.79	19.26	19.74	20.33
Clerk 4	20.25	20.76	21.28	21.91
Clerk 5	21.86	22.41	22.97	23.66
Clerk 6	23.63	24.22	24.83	25.57
Stockworker 1	17.90	18.35	18.81	19.37
Stockworker 2	19.75	20.24	20.75	21.37
Stockworker 3	20.26	20.77	21.29	21.92
Stockworker 4	21.31	21.84	22.39	23.06
Stockworker 5	21.86	22.41	22.97	23.66
Stockworker 6	22.43	22.99	23.57	24.27
<b>Operational Series:</b>				
J.J. Autobody Heavy Vehicle and Equipment	24.28	24.89	25.51	26.27
T.L. Autobody Heavy Vehicle and Equipment	24.93	25.55	26.19	26.98
T.S. Autobody Heavy Vehicle and Equipment	25.60	26.24	26.90	27.70
T.J. Bridgeworker	23.63	24.22	24.83	25.57
T.L. Bridgeworker	24.28	24.89	25.51	26.27
T.S. Bridgeworker	24.93	25.55	26.19	26.98
T.S.S. Bridgeworker	25.60	26.24	26.90	27.70
T.J. Electrical Rebuild Heavy Vehicle and Equipment	24.28	24.89	25.51	26.27
T.L. Electrical Rebuild Heavy Vehicle and Equipment	24.93	25.55	26.19	26.98
T.S. Electrical Rebuild Heavy Vehicle and Equipment	25.60	26.24	26.90	27.70
T.J. Electrician	26.30	26.96	27.63	28.46
T.L. Electrician	27.02	27.70	28.39	29.24
T.S. Electrician	27.76	28.45	29.17	30.04
T.J. Electronics Radio Communications	27.65	28.34	29.05	29.92
T.J. Engine Rebuild Heavy Vehicle and Equipment	24.28	24.89	25.51	26.27
T.J. Gardner	20.77	21.29	21.82	22.48
T.L. Gardner	21.31	21.84	22.39	23.06
T.S. Gardner	21.86	22.41	22.97	23.66
T.J. Industrial Warehousing	21.86	22.41	22.97	23.66
T.L. Industrial Warehousing	22.43	22.99	23.57	24.27
T.S. Industrial Warehousing	23.04	23.62	24.21	24.93
T.S.S. Industrial Warehousing	23.63	24.22	24.83	25.57
T.P.S. Industrial Warehousing	24.28	24.89	25.51	26.27
T.J. Machinist Heavy Vehicle and Equipment	24.28	24.89	25.51	26.27
T.L. Machinist Heavy Vehicle and Equipment	24.93	25.55	26.19	26.98
T.J. Mechanic Heavy Vehicle and Equipment	24.28	24.89	25.51	26.27
T.L. Mechanic Heavy Vehicle and Equipment	24.93	25.55	26.19	26.98
T.S. Mechanic Heavy Vehicle and Equipment	25.60	26.24	26.90	27.70

Classification	Effective May 15/99	Effective Nov 16/00	Effective Nov 16/01	Effective Nov 16/02
T.S.S. Mechanic Heavy Vehicle and Equipment	26.30	26.96	27.63	28.46
T.P.S. Mechanic Heavy Vehicle and Equipment	27.02	27.70	28.39	29.24
T.J. Light Vehicle and Equipment	23.63	24.22	24.83	25.57
T.L. Light Vehicle and Equipment	24.28	24.89	25.51	26.27
T.J. Welder Heavy Vehicle and Equipment	24.28	24.89	25.51	26.27
T.L. Welder Heavy Vehicle and Equipment	24.93	25.55	26.19	26.98
T.S. Welder Heavy Vehicle and Equipment	25.60	26.24	26.90	27.70
Cook 1 Field Operations	19.75	20.24	20.75	21.37
Cook 2 Field Operations	20.25	20.76	21.28	21.91
Electrician's Helper	21.86	22.41	22.97	23.66
Flag Person	19.75	20.24	20.75	21.37
Flunkey	19.75	20.24	20.75	21.37
Foreman 1	23.04	23.62	24.21	24.93
Foreman 2	23.63	24.22	24.83	25.57
Foreman 3	24.28	24.89	25.51	26.27
Foreman 4	24.93	25.55	26.19	26.98
Labourer	19.75	20.24	20.75	21.37
Equipment Operator 1	20.26	20.77	21.29	21.92
Equipment Operator 2	21.31	21.84	22.39	23.06
Equipment Operator 3	22.43	22.99	23.57	24.27
Mechanic's Helper	19.75	20.24	20.75	21.37
Mechanic's Assistant	20.77	21.29	21.82	22.48
Mechanic 1	22.43	22.99	23.57	24.27
Painter	24.93	25.55	26.19	26.98
Sign Maintenance Person *	21.73	22.27	22.83	23.51
Yardworker	19.75	20.24	20.75	21.37
Bridge Labourer	19.75	20.24	20.75	21.37
Bridgeworker 1	20.77	21.29	21.82	22.48
Bridgeworker 2	21.31	21.84	22.39	23.06
Bridgeworker 3	22.43	22.99	23.57	24.27
Gardner 3	21.86	22.41	22.97	23.66
Gardner 4	22.43	22.99	23.57	24.27
Tunnel Operator	20.16	20.66	21.18	21.82
Communications Operator	21.33	21.86	22.41	23.08
First Narrows Patrol Person	22.44	23.00	23.58	24.28
Cassiar Patrol Person *	22.44	23.00	23.58	24.28
Patrol Supervisor 1	23.04	23.62	24.21	24.93
Patrol Supervisor 2	23.63	24.22	24.83	25.57
Patrol Supervisor 3	24.28	24.89	25.51	26.27
<b>Signing Bonus:</b> Each regular employee who was actively employed on November 16, 1999, and has remained continuously employed as of the date of ratification shall receive a signing bonus of eight hundred dollars (\$800). Auxiliary employees who have worked since November 16, 1999, and are still employed as of the date of ratification, and all employees hired after November 16, 1999, who are still employed as of the date of ratification shall receive a pro-rata amount based on straight time hours actually worked between November 16, 1999 and November 15, 2000. The pro-rata calculation shall use a full time equivalent number of hours of 1957 hours worked per year. Signing Bonus will be payable as a lump sum of a separate cheque or as a voluntary contribution to the employee's pension plan.				

**APPENDIX 2  
RATES OF PAY FOR APPRENTICES**

**Two-year Apprenticeship Program**

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

**Three-year Apprenticeship Program**

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

**Four-year Apprenticeship Program**

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

**Five-year Apprenticeship Program**

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

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

**APPENDIX 3  
CORE GROUP/SENIORITY BLOCKS**

Provided there is no significant reduction in the maintenance requirements contained in the Contract between the Employer and the Province of British Columbia, and further provided that the Contract Area remains as it was at the time of the signing of this Collective Agreement, then the Seniority Blocks shall be as follows. In addition, subject to the above mentioned conditions, the Employer agrees to maintain the minimum staffing levels of regular employees as set out below for each seniority block:

**West Vancouver Yard (including West Van Bridge Crew)**

**Road Crew**

1 - RF 3  
1 - Signperson  
7 - EO2  
3 - EO1  
1 - Gardener

**Mechanical Shop**

1 - TS Ind. W/house\*  
1 - TJ Welder  
3 - TJ Mechanics  
1 - Mechanic 1\*  
1 - TS Mechanic\*

**Bridge Crew**

1 - TSS Bridgeworker\*  
2 - TJ Bridgeworker\*  
2 - Bridgeworker 2

**Bowen Island**

**Road Crew**

1 - RF 1  
2 - EO2

**Squamish Yard**

**Road Crew**

1 - RF3  
3 - EO2  
1 - EO1

**Mechanical Shop**

1 - TL Mechanic  
1 - TJ Mechanic

**Pemberton Yard**

**Road Crew**

1 - RF3  
5 - EO2  
2 - EO1

**Mechanical Shop**

1 TL Mechanic  
1 TJ Mechanic

**Whistler Yard**

**Road Crew**

1 - RF2  
1 - EO2

**Patrol**

1 - PSS  
1 - PS (Note: The PS and PSS will be responsible for First Narrows and Second Narrows/Cassiar)

**First Narrows Second Narrows**

4.5 - Patrolpersons	4.5 - Patrol Persons
4.5 - Communications Operators	4.5 - Tunnel Operators

- \* Mechanic 1 becomes TJ Mechanic when position becomes vacant
- \* TS Ind. Warehouse becomes TJ Ind. Warehouse when position becomes vacant
- \* When apprentice achieves TQ, becomes TJ Bridgeworker

- \* TSS Bridgeworker becomes TS Bridgeworker when the position becomes vacant
- \* When either the PS or PSS position becomes vacant, then the position so vacated shall be removed from the Core Group, and a position of the Company's choosing added elsewhere in the Core Group. Only one (1) position shall be so affected.

**APPENDIX 4**  
**BOARD AND LODGING AND RELOCATION EXPENSES**

**1.1 Policy**

(a) Relocation expenses will apply:

(1) to employees who have to move from one seniority block to another at the Employer's request to fill a position which is permanently located at another seniority block;

(2) to employees who relocate to another seniority block pursuant to Article 13.3 of the Collective Agreement.

(b) Employees who have to move between Whistler/Squamish, Whistler/Pemberton and Squamish/West Vancouver as a result of the circumstances covered in Section 1.1(a)(1), (2) or (3) above will not be eligible for relocation expenses.

(c) To employees entitled to relocation expenses, the Employer will pay travelling, living and moving expenses on relocation on the following basis:

(1) to employees relocating pursuant to part (a)(1) of this section, the Employer will pay relocation expenses, upon production of receipts, up to a maximum of two thousand dollars (\$2,000).

(2) to employees relocating pursuant to parts (a)(2) and (a)(3) of this section, the Employer will pay relocation expenses, upon production of receipts, up to a maximum of four thousand dollars (\$4,000).

(d) Relocation expenses shall include:

(1) Accommodation and meals during the actual travel time of the move and for up to seven (7) days at the new location when employees are unable to move into their new accommodation.

(2) Moving expenses for moving household effects and chattels, including household appliances and furniture, hobbies, boats, outboard motors and pianos.

(3) Comprehensive insurance to adequately protect the employee's household effects and chattels during the move up to a maximum of forty thousand dollars (\$40,000).

(4) Where necessary, insured storage up to two (2) months.

(5) The packing and unpacking of the employee's household effects and chattels.

(6) Costs associated with moving of an employee's mobile home.

(7) Real estate commissions and taxes and legal fees directly related to the sale and/or purchase of a private dwelling home.

(8) Where an employee moves their own household effects, charges for truck rental and/or trailer rental.

(e) Where an employee receives relocation expenses from the Employer pursuant to this clause, that employee shall not be eligible to receive any further expenses pursuant to this clause for a period of two (2) years.

**APPENDIX 5  
EXCLUDED PERSONNEL**

This letter represents an understanding by the above Parties that the following positions listed are management positions and consequently do not form part of the bargaining unit. The excluded positions include but are not necessarily limited to:

1. Operations Manager
2. Regional Manager
3. Controller
4. General Foreman
5. Equipment Manager
6. Patrol and Communications Supervisor
7. Administrative Assistants/Secretaries
8. Accountant
9. Clerk, Accounts Payable
10. Clerk, Accounts Receivable
11. Clerk, Payroll/Personnel
12. Clerk, Costing
13. Clerk, Data Entry
14. Receptionist
15. Engineering Estimators
16. Senior Foreman



**APPENDIX 6  
ARBITRATOR'S AGREEMENT**

I, \_\_\_\_\_, Arbitrator, agree that in consideration of the acceptance by the B.C. Government and Service Employees' Union and Capilano Highway Services Company 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 (30) days from the completion of any hearing in which I participate and in which a decision is not published. I further agree that the account which I render will indicate the amount of me fee on an unadjusted and adjusted basis. I further agree not to bill for any fee in regard to cancellation, except where such cancellation is within seven (7) calendar days of the appointed hearing date.

\_\_\_\_\_  
Signature

**LETTER OF INTENT #1  
SUSPENSION OF DRIVER'S LICENSE**

An employee whose main function is to operate a vehicle and who is required to hold a valid driver's license as a condition of employment is considered to be a professional driver in the same sense as a professional doctor or lawyer in that he/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) Provided there is work available and no employee is bumped or laid off, the employee will retain his/her regular position on the work force and shall 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 may upon the exhaustion of ETO, CTO and vacation entitlement apply for leave of absence without pay to cover the period involved.

(2) A letter shall be written by the Supervisor to the employee advising him/her of his/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 suspended immediately for just cause. This shall be confirmed in writing by the Employer.

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

**LETTER OF INTENT #2  
FOREMEN**

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



**LETTER OF UNDERSTANDING #2  
EQUIPMENT**

The Employer agrees that all newly acquired mowing equipment with enclosed cabs, shall be equipped with air conditioning

**MEMORANDUM OF UNDERSTANDING #1  
SEVERANCE PAY**

The intent of this Memorandum of Understanding is to limit the severance pay obligations of Capilano Highway Services Company to severance pay earned while employed by Capilano Highway Services Company and not severance pay earned while employed by the Province of British Columbia.

- (a) If road and bridge maintenance provided by Capilano Highway Services Company reverts back to the Province of British Columbia, Capilano Highway Services Company will not be under any obligation to pay severance pay to any employees in the BCGEU bargaining unit.
- (b) If another Employer assumes the contract(s) to provide road and bridge maintenance in those areas currently maintained by Capilano Highway Services, then Capilano Highway Services will be under no obligation to pay severance pay to any employee in the BCGEU bargaining unit who is laid off by Capilano Highway Services as a result of the transfer of maintenance responsibilities.
- (c) If, in the normal course of business, a reduction in staff occurs for reasons other than those set out in part (a) and (b) above, then only in this case will Capilano Highway Services be responsible for severance pay in accordance with Clause 13.3(e) of the Collective Agreement.

**MEMORANDUM OF UNDERSTANDING #2  
EMPLOYEE AND FAMILY ASSISTANCE PROGRAM**

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

- (a) Total cost will not exceed two thousand dollars (\$2,000) per year.
- (b) Personal counselling services will be provided for employees and their families.
- (c) The Program will be confidential and bills will be sent by the referral agency to Capilano Highway Services Company.
- (d) Counselling visits will be limited to a maximum of four (4) per client.
- (e) The name of the referral agency is Jackson Murray Consultants Inc. The telephone number for the referral agency is 589-7080.

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

The Employer shall supply and maintain the following equipment and clothing as specified below:

1. *Coveralls* - individual issue as follows:
  - (a) *Equipment Operator Series* - maximum of one (1) pair per year provided the employee surrenders a non-wearable pair. (Employee responsible for cleaning.)
  - (b) *Mechanical Series* - maximum of two (2) pairs per week.
  - (c) *Bridgeworker Series* - maximum of two (2) pairs per week. Insulated Coveralls, maximum of one (1) pair to be replaced as required provided the employee surrenders a non-wearable pair. (Employee responsible for cleaning.)
2. Individual issue laboratory coats or counter coats - one (1) per week for the warehouseman.
3. Individual issue welder's leather jackets and aprons where appropriate.
4. Plant issue rubber boots, aprons, gloves, and goggles where appropriate when employees are cleaning or washing machinery or equipment.
5. Work gloves - where required, two (2) pair per year. (one (1) pair of gloves to be insulated type.)
6. Where work is to be performed in inclement weather, the necessary rainwear shall also be made available.
7. Disposable gloves and coveralls, for dead animal removal.
8. With the exception of prescription glasses and work boots, the Employer will supply all safety equipment required for the job under Worker Compensation Regulations. 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.
9. *Laundry and Repair* - Except as specified elsewhere, where the Employer supplies the items listed in Paragraphs 1-2 above, the Employer will bear the cost of laundering and repair and will ensure adequate levels of stock are on hand.



**MEMORANDUM OF UNDERSTANDING #4  
SAFETY COMMITTEE REPRESENTATION**

Pursuant to Article 22.2 of the Collective Agreement, Joint Occupational Health and Safety committee monthly meetings will be held on the following basis:

1. A meeting encompassing employees working out of West Vancouver shall be held in West Vancouver with employee representation as follows:

- West Vancouver Road Crew - one (1) employee
- West Vancouver Bridge Crew - one (1) employee
- West Vancouver Shop - one (1) employee
- First Narrows/Second Narrows Bridges - one (1) employee

2. A meeting encompassing employees working out of Squamish, Whistler and Pemberton shall be held in Squamish with employee representation as follows:

- Squamish Road Crew and Shop combined - one (1) employee
- Whistler Road Crew - one (1) employee
- Pemberton Road Crew and Shop combined - one (1) employee

The Employer will endeavour to be represented by no less than two (2) designated excluded staff at each of the above meetings.

In addition to the above, a monthly tool box meeting shall be held by work group at all assembly points.

**MEMORANDUM OF UNDERSTANDING #5  
PROJECT WORK**

**1. Objectives**

It is recognized by the Parties that it is to the mutual benefit of the Employer and its employees for the Employer to increase business by undertaking work in addition to that Highway and Bridge Maintenance work covered by the contracts between the Employer and the Province of British Columbia. It is further recognized that such an increase in business will enhance the possibilities for improved job security for employees, and help to foster an atmosphere of improved cooperation and strengthened economic relationship between the Employer and its employees.

**2. Duration**

This Memorandum of Understanding and any Appendices attached hereto shall remain in effect until the date of the expiration of the Collective Agreement between the Parties, and shall be automatically renewed for the term of any succeeding Collective Agreement between the Parties unless either party gives notice during the negotiations for a succeeding Collective Agreement that it wishes to amend or cancel this Memorandum of Understanding and any Appendices attached hereto.

**3. Definitions**

"*Project Work*" is defined as work outside of that Highway and Bridge Maintenance work contained within the contracts in effect between the Employer and the Province of British Columbia which the Employer determines shall be worked on a project basis subject to terms of this Memorandum of Understanding.

**4. Pre-Job Conference**

*Major Size Projects* - The Joint Labour/Management Committee specified in Article 7.3 shall meet prior to the commencement of work on any specific major project, the value of which exceeds five hundred thousand dollars (\$500,000) to review the staffing requirements and the terms and conditions that will prevail.

Where the parties are unable to agree on any terms and conditions that are to apply for a specific project, the project will be worked under the terms of this Memorandum of Understanding.

**MEMORANDUM OF AGREEMENT****RE: MODIFIED SUCCESSORSHIP**

BETWEEN:

**CAPILANO HIGHWAY SERVICES COMPANY**

(the employer)

AND:

**B.C. Government and Service Employees' Union**

(the Union)

WHEREAS the Employer has a highway maintenance contract with the Province of British Columbia to provide Road and Bridge Maintenance in Service Area No. 4; and

WHEREAS the Employer and the Union are or hereby agree to become Parties to a Collective Agreement(s) covering highway maintenance work; and

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

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

that arise as a result of the Employer performing the highways maintenance contracts, and such grievances will be resolved through expedited mediation/arbitration or by direct agreement before the termination of the highways maintenance contract, unless otherwise agreed by the Parties.

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

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

10. None of the employees of the Employer will have any entitlement to severance pay under the Collective Agreement if their employment is terminated as a result of the current highways maintenance contract of the Employer being terminated and a new maintenance contract for the same service area is entered into with a new contractor who is recognized as a successor Employer by the Labour Relations Board or through a Memorandum of Agreement on modified successorship that is consistent with this Agreement, and signed by the new Contractor and the Union or the maintenance contract is returned to direct government service. However, the severance pay provisions for Service Areas 2, 3 and 4 shall be governed exclusively by the terms of the Collective Agreement.
11. The Employer may require employees to take as time off, all earned CTO/ETO and lieu day entitlements prior to the expiration date of the highways maintenance contract.
12. The Employer and the Union agree that the provisions and principles contained within this Memorandum of Agreement shall apply to any other maintenance service area(s) for which the Union is certified and/or has a Collective Agreement that the Employer currently holds with, or may obtain in the future, from the Government for road and bridge maintenance. The Employer and the Union shall sign and implement a separate Memorandum of Agreement for each service area currently held or obtained in the future, for which the Union is certified and/or has a Collective Agreement. This does not prevent any employee(s) from exercising any rights provided under the Labour Relations Code or future labour legislation.
13. DATED at Vancouver, British Columbia, this 8<sup>th</sup> day of March, 2000.

*Originally signed by the Union and the Employer on the above date.*