

**COLLECTIVE AGREEMENT**

**between the**

**VSA HIGHWAY MAINTENANCE LTD.  
(Contract Area 12)**

**and the**

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

**Effective from October 1, 1999 to September 30, 2003**

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## DEFINITIONS

For the purpose of this Agreement:

- (1) *"Bargaining unit"* means all employees of the maintenance contractor except those excluded by the Act and those mutually agreed to between the Parties to this Agreement. If mutual agreement cannot be reached either Party may refer the matter to Arbitration.
- (2) *"Bargaining unit work"* means all work and contracting work performed by the Employer and all road and bridge maintenance work required by the Province of B.C.
- (3) *"Basic pay"* means the rate of pay negotiated by the Parties to this Agreement, including add-to-pay resulting from salary protection.
- (4) *"Child"* wherever the word *"child"* is used in this Agreement, it shall be deemed to include a ward of the Superintendent of Family and Child Services, or a child of a spouse.
- (5) *"Classification series"* is a grouping of similar occupations performing a variety of semi-skilled and skilled duties.
- (6) *"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 or has been co-habiting for at least twelve (12) months. The period of co-habitation may be less than twelve (12) months where the employee has claimed the common-law spouse's child/children for taxation purposes.
- (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. This does not include employees on a leave of absence.
- (9) *"Demotion"* means a change from an employee's position to one with a lower salary.
- (10) *"Early retirement"* means the earliest date that an employee may retire in accordance with the provisions of the Pension Plan.
- (11) *"Employee"* means a member of the bargaining unit and includes:
  - (a) *"regular employee"* - meaning an employee who is employed for work which is of a continuous full-time or continuous part-time nature;
  - (b) *"temporary or auxiliary employee"* - meaning an employee who is employed for work which is not of a continuous nature such as:
    - (i) seasonal positions;
    - (ii) positions created to carry out special projects or work which is not continuous;
    - (iii) temporary positions created to cover employees on vacation, short term disability leave, education leave, compassionate leave or other leave;
    - (iv) temporary positions created by special programs such as the summer student employment program, winter works programs for the unemployed, emergencies such as floods or other special temporary programs.

*"Employee"* does not include:

- (a) managerial or confidential positions mutually excluded by the Parties to this Agreement;
- (b) excluded classes as outlined in Letter of Understanding #1.

- (12) *"Employer"* means VSA Highway Maintenance Ltd. whose corporate head office is: Eagle Rock Road, Armstrong, B.C.
- (13) *"Holiday"* means the twenty-four (24) hour period commencing at 0001 hours of a day designated as a paid holiday in this Agreement.
- (14) *"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.
- (15) *"Lateral transfer"* or *"Transfer"* means the movement of an employee from one position to another pursuant to Article 12.10.
- (16) *"Layoff"* includes a cessation of employment, or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, a reorganization, program termination, closure or other material change in organization and, where work should become available, employees will be recalled in accordance with Article 13 or 31.
- (17) *"Leave of absence with pay"* means to be absent from duty with permission and with current pay.
- (18) *"Leave of absence without pay"* means to be absent from duty with permission but without pay.
- (19) *"Point of assembly"* means that location where an employee regularly reports for work assignments within his/her seniority block.
- (20) *"Probation"* means the first thirty (30) working days of employment.
- (21) *"Promotion"* means a change from an employee's position to one with a higher salary level.
- (22) *"Relocation"* means the movement of an employee from one seniority block or their regular point of assembly to another.
- (23) *"Resignation"* means a voluntary notice by the employee, 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 Letter of Understanding #9.
- (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) *"Temporary assignment"*
- (a) for the purposes of Clause 12.9 temporary assignment (a) shall be defined as work assignment(s) of twenty (20) workdays or less in a calendar year, unless by mutual agreement;
  - (b) this definition does not apply to bridge crews.
- (30) *"Termination"* is the separation of an employee for just cause.
- (31) *"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.

(32) "*Union*" means the B.C. Government and Service Employees' Union.

(33) "*Workday*" is a period of twenty-four (24) consecutive hours commencing with the starting time of any shift. For the purpose of calculating compensatory overtime rates only, the time worked prior to, but adjoining to, a shift shall be deemed as time worked after a shift.

(34) "*Work group*" is a crew or number of crews which work from a common point of assembly and perform work of a similar nature in a defined seniority block (i.e.: road crew, bridge crew, mechanical crew, etc.). Where more than one (1) group works from a common point of assembly the work groups will be named by the Employer.

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

## ARTICLE 1 - PREAMBLE

### 1.1 Purpose of Agreement

The purpose of this Agreement is to establish and maintain 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. Communication between Management and its employees will be one of mutual respect and courtesy.

### 1.2 Future Legislation

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

### 1.3 Conflict With Policy

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

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

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

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

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

## **1.6 Human Rights and Employment Standards Act**

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

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

### **2.1 Bargaining Unit Defined**

(a) The bargaining unit shall comprise all employees of the Employer except those employees in positions mutually agreed to between the Parties as managerial and/or confidential exclusions or those positions excluded under the Labour Relations Code.

(b) Positions excluded by this Agreement shall be as described in Letter of Understanding #1 "*Excluded Personnel*".

(c) Incumbents of new positions established by the Employer 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 Parties agree that a copy of any correspondence between the Employer and any employee covered by this Agreement pertaining to the interpretation or application of this Agreement 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;
  - (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 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.
- (e) Chief Stewards - leave of absence with current pay, benefits and without loss of seniority will be granted to two (2) chief stewards for up to a combined maximum total of six (6) days per year to deal with Collective Agreement related problems on the worksites within the contract area. Further leaves will be granted as required as per Clause 2.10(a)(2).

### **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.

### **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 allow reasonable use of assembly rooms or similar facilities for the purpose of conducting Union meetings on the employee's time. Union representatives shall be allowed reasonable use of the Employer's telephone, photocopier and facsimile machines for the purpose of conducting Union business on the employee's time.

### **2.13 Emergency Services**

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

### **2.14 No Interruption of Work**

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

## **ARTICLE 3 - UNION SECURITY**

### **3.1 Condition of Continued Employment**

All employees 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.

- (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/or Bylaws and owing by the employee to the Union.
- (c) Deductions shall be made for each biweekly payroll period and membership dues or payments in lieu thereof shall be considered 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
  - Sex
  - 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 monies deducted by the Employer from the pay of the employees in the bargaining unit.

(g) 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.

**4.2 Income Tax Receipts (Moved from 3.1(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 calendar year. Such receipts shall be provided to the employees prior to March 1 of the succeeding year.

**ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES**

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

Subject only to the provisions of this Agreement, the Union acknowledges that the Employer has and retains the sole, exclusive right and responsibility to manage its operations and business as it sees fit, including but not limited to the following:

- (a) to hire employees and to direct the working forces, including the right to decide on the number of employees needed by the Employer, or required for any task, to organize and assign the work, to maintain order, discipline and efficiency of all operations;
- (b) to make and to alter from time to time rules and regulations to be observed by all employees;
- (c) to discipline or discharge employees for just cause;
- (d) to determine the type and location of equipment required to undertake the operation.

**6.2 Bargaining Unit Work**

Excluded employees shall not perform bargaining unit work except 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 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 that does not conflict with Article 19.

**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.

**ARTICLE 8 - GRIEVANCE PROCEDURE**

**8.1 Grievances**

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

**8.2 Step 1**

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

**8.3 Step 2**

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

**8.4 Time Limit to Submit to Arbitration**

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

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

**8.5 Policy Grievance**

Either Party may submit a policy grievance respecting the general application, interpretation, or an alleged violation of an article of this Agreement, within twenty-one (21) calendar days of the occurrence

or first becoming aware of the action or circumstance giving rise to the grievance, at arbitration pursuant to Clause 9.1.

### **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 by the Union, the Employer's representative will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly, with the aggrieved employee without 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 any other channel, the Union agrees that pursuant to this article, the grievance shall be considered to have been abandoned.

## **ARTICLE 9 - ARBITRATION**

### **9.1 Notification**

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

## 9.2 Pre-Arbitration Meeting

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

- Judi Korbin
- Rory McDonald
- Marguerite Jackson
- Ron Keras
- Robert Blasina
- Stephen Kelleher

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

## 9.3 Decision of the Arbitrator

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

## 9.4 Time Limit for Decision

An arbitrator selected or appointed in accordance with the provisions of this Agreement, 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 with the consent of the Parties to this Agreement. Pursuant to this clause an arbitrator shall agree to the terms and conditions as set out in Appendix 5 - Arbitrator's Agreement.

## 9.5 Costs

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

## 9.6 Expedited Arbitration

(a) All grievances shall be considered suitable for and resolved by expedited arbitration pursuant to Sections 103 and 104 of the Labour Relations Code, except grievances in the nature of:

- (1) policy grievances;
- (2) grievances requiring a 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.

If Section 104 of the Labour Relations Code is used the following rules must be adhered to:

- (1) the grievance procedure under the Collective Agreement has been exhausted; and
- (2) the application is made within forty-five (45) days of the completion of the steps of the grievance procedure preceding a reference to arbitration;

- (3) no difference under the Collective Agreement may be referred to the director if the difference has been referred to arbitration under the Collective Agreement by the Party who wishes to refer it under Section 104, or the time, if any, stipulated in or permitted under the Collective Agreement for referring the difference to arbitration has expired.
- (b) If a difference arises between the Parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, an arbitrator appointed pursuant to paragraph (c) below, or a substitute agreed to by the Parties, shall at the request of either Party:
- (1) investigate the difference;
  - (2) define the issue in the difference; and
  - (3) make written recommendations to resolve the difference within thirty (30) days of the date of receipt of the request and, for those thirty (30) days from that date, time does not run in respect of the grievance procedure.
- (c) The Parties shall mutually agree upon single arbitrators who shall be appointed to hear and resolve a grievance or groups of grievances, the arbitrator shall be selected from the following list:
- Allan Hickling
  - Judi Korbin
  - Rory McDonald
  - Marguerite Jackson
  - Ron Keras
  - Catherine Bruce
  - Robert Blasina
- The arbitrator shall be selected on a rotational basis in the above order, provided he/she is available to convene a hearing within thirty (30) days. Should none of the arbitrators be available within the thirty (30) day period, then the Parties may by mutual agreement select an alternative arbitrator.
- (d) The arbitrator shall hear the grievances and shall render a decision within two (2) working days of such hearings. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.
- (e) Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the Parties in respect of any other matter.
- (f) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (g) A grievance determined by either Party to fall within one of the categories listed in (b) above may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to Clause 9.2.
- (h) The Parties shall equally share the cost of the fees and expenses of the arbitrator and hearing rooms. In the event that either Party delays cancellation pursuant to (g) above such that a cancellation fee is charged by the arbitrator or by the facility in which the hearing is booked, the Party cancelling shall be fully responsible for such fee(s).

### **9.7 Amending Time Limits**

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

## ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE

### 10.1 Burden of Proof

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

### 10.2 Right to Steward

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

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

### 10.3 Right to Grieve Other Disciplinary Action

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports or employee appraisals. An employee shall be given a copy of and shall sign acknowledging receipt of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record. The Employer agrees not to introduce as evidence in any hearing, any document from the file of an employee, the existence of which the employee was not aware 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 a dismissal shall be filed at arbitration pursuant to Article 9 within twenty-one (21) days of the suspension or dismissal.

### 10.5 Probationary Period

(a) Each new employee shall serve a probationary period of thirty (30) workings days from date of hire during which time the Employer shall assess suitability for continued employment.

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

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

### 10.6 Personnel File

An employee, or the President of the Union or his/her designate, with the written authority of the employee, shall be entitled to review the employee's personnel file(s), both paper and, if applicable, electronic, in the office in which the file is normally kept. The employee or the President, as the case may be shall give the Employer adequate notice prior to having access to such file(s). Written censures, letters of reprimand, adverse reports or any disciplinary action recorded on an employee's personnel file shall be removed automatically after the expiration of twelve (12) months from the date it was issued.

### 10.7 Abandonment of Position

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

## ARTICLE 11 - SENIORITY

### 11.1 Seniority Defined

(a) *Seniority Date for Regular Employees*

(1) The seniority date for a regular employee who commenced work for VSA Highway Maintenance Ltd. on October 21, 1991 shall be the date that the employee commenced continuous service as a regular employee with the Public Service of British Columbia, plus time with Bel and the Employer.

(2) The seniority date for an employee who is hired for or placed in a regular position after October 21, 1991 shall be the actual date he is hired for or placed in the regular position.

(3) When two (2) or more employees have equal seniority the order of establishing their relative seniority shall be determined by the employees' service start date with the Province of B.C. or with a maintenance contractor. Where the service start dates are equal, their relative seniority will be determined by chance as mutually agreed to between the employees and the Union.

(b) Seniority will not accrue during general leaves of absence in excess of forty-five (45) working days.

### 11.2 Seniority List

The Employer will post service seniority lists by classification series for each seniority block on all Union bulletin boards at March 1 and September 1 annually. A copy of the lists will be sent to the Union.

### 11.3 Loss of Seniority

(a) *Loss of Seniority for Regular Employees*

(1) A regular employee shall lose his seniority in the event that:

(i) he is discharged for just cause;

(ii) he resigns his position;

(iii) he is on layoff for more than one (1) year;

(iv) accepts a position with the Employer which is outside the bargaining unit, except for temporary appointments for less than forty-five (45) working days. This period may be extended by mutual agreement between the Parties;

(v) accepts a severance payment in accordance with Article 13.3;

(vi) refuses a regular position with the Employer while on layoff within the seniority block from which he was laid off.

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

## 11.4 Re-employment

An employee who resigns his position and, within sixty (60) calendar days is re-employed as a full-time 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 - JOB POSTINGS

### 12.1 Filling of Vacancies

- (a) Where a vacancy is created by death, resignation, termination, dismissal, promotion, retirement, transfer, long term disability, or WCB (maximum two (2) years totally disabled), the vacancy will be offered to the senior employee in accordance with Article 12.1(b) or posted within fourteen (14) days if required. This article does not impede the right of the Employer to lay off regular employees in accordance with this Agreement.
- (b) Where any vacancy occurs the Employer shall first offer the position in the following sequence:
  - (1) senior regular employee in the classification series;
  - (2) senior regular employee in another classification series;
  - (3) senior auxiliary employee in the classification series;
  - (4) senior auxiliary employee in another classification series.
- (c) Where required, training will be provided to the senior applicant during the trial period noted at Article 12.7 and Article 19.3 as appropriate.
- (d) Vacancies for Road Foreman 2, 3, TSS, and TPS mechanical shall be filled on the basis of the relative abilities of those applying. Where two (2) or more applicants are equal in abilities, then the senior employee will be the successful candidate.

### 12.2 Postings

Where the vacancy cannot be filled within the seniority block, the position shall be posted on the designated Union bulletin boards for fourteen (14) calendar days. A copy of the posting will be forwarded to the Union.

### 12.3 Information on Postings

- (a) All job postings shall indicate the nature of the position, qualifications required, assembly point, hourly rate, whether shift work is involved, date of posting and date of closing.
- (b) *Time Limit* - The Employer shall, whenever possible, fill such postings within thirty (30) calendar days of the date of posting.

### 12.4 Appointments

Except as provided in Article 12.1(d) appointments shall be made on the basis of seniority subject to the employee meeting the qualifications as defined in the classification specifications.

### 12.5 Notification

The Employer shall provide the Union with a copy of all job posting awards and shall post such awards on all bulletin boards.

## **12.6 Interview Process**

Bargaining unit applicants for a posted position shall be granted leave of absence with pay as required for any interview. The applicant will also have his authorized expenses paid.

## **12.7 Trial Period**

Where a bargaining unit employee is promoted, he will be placed on trial for thirty (30) working day period. Upon satisfactory completion, he will be confirmed in the position in writing by the Employer. If an employee is unable to perform the duties of the new position, he will be returned to the former position held. Any other employees transferred or promoted as a result of the original job posting will also be returned to their former status.

## **12.8 Classification Changes**

- (a) Where an employee is temporarily transferred from one seniority block to another, seniority will accrue at his/her originating classification. If the temporary position is at a lower rate of pay, the employee will maintain his/her regular rate of pay.
- (b) Regular employees shall not be assigned work in another classification series within their seniority block unless by mutual agreement between the Union and the Employer.

## **12.9 Relocations**

Employees shall not be required to relocate to a point of assembly outside their present assembly point except for work which is of a temporary nature, in which case all associated expenses and travelling time will be paid by the Employer.

## **12.10 Transfer Without Posting**

The Labour/Management Committee may grant a lateral transfer or voluntary demotion for:

- (a) compassionate or medical grounds to employees who have completed their probationary period;
- (b) employees who have become incapacitated by an illness or industrial injury.

Compassionate or medical reasons shall be defined as but not restricted to the following:

- (a) illness of 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, e.g. blind or deaf dependents who require special schooling;
- (c) health circumstances which leave the member in a position where he/she is unable to work at the existing classification and/or location following the advice of a qualified medical practitioner;
- (d) the Labour Management Committee may place an employee into a vacancy prior to filling as per Articles 12.1 and 12.2;
- (e) should a transfer require relocation of residence, the cost of relocation will be borne by the employee.

## **12.11 Union Observers**

The president of the Union or his designate may sit in as an observer on interviews for posted positions in the bargaining unit. The observer shall be a disinterested party. This clause shall not apply to excluded positions.



**ARTICLE 13 - LAYOFF****13.1 Role of Seniority in Layoff**

- (a) In the event of a cutback in the workforce, the last person hired will be the first released, within a classification series within a seniority block, provided those retained are qualified to perform the available work, after a period of familiarization.
- (b) Where an employee is reassigned as a result of (a), such reassignment shall be made by reverse order of seniority within a classification.
- (c) A reassigned employee will not have his current pay reduced, however, he shall be entitled to receive only fifty percent (50%) of all negotiated wage increases until such time the rate of pay of the new classification equals his current pay or until he returns to his former classification, whichever first applies.

**13.2 Notice of Layoff**

A regular employee will receive twenty (20) working days' notice of layoff.

**13.3 Options Upon Layoff**

A laid off regular employee may choose one of the following options:

- (a) Fill a vacancy provided he has the necessary qualifications to perform the job. An employee with three (3) years or more seniority will be paid relocation expenses.
- (b) Opt for severance pay for that period in the employ of the Province of British Columbia, Bel and VSA Highway Maintenance as follows:
  - (1) for an employee with one (1) year of completed employment, three (3) weeks' current salary;
  - (2) for employees with two (2) years of completed employment, six (6) weeks' current salary;
  - (3) for each completed year thereafter, one-half (1/2) month's current salary.

An employee will not receive an amount greater than nine (9) months' current salary.

- (c) Opt for placement on a recall list for a period of one (1) year for recall to a position within the assembly point. Recall of employees will be in order of service seniority within an assembly point, providing the employee is qualified to perform the work available after a period of familiarization.
- (d) Opt for early retirement where an employee is age fifty-five (55) years or older. Where an employee opts for early retirement he will receive the appropriate severance pay pursuant to (b) above, and will be entitled to use these funds to receive additional pensionable service equivalent in value as determined by the Pension Plan. Benefits under this provision shall not exceed the time limit that would be required to reach the employee's maximum retirement age.
- (e) An employee who transferred from the Provincial Government October 21, 1988 who is laid off during the term of the Agreement, who is not eligible for escrowed provincial government severance pay, will be eligible to use his full seniority as provided in Article 11 for severance entitlement, notwithstanding, an employee will not receive an amount greater than nine (9) months' current salary. This payment will be subject to any monies received under MOU #8 between the Government of British Columbia and the B.C. Government and Service Employees' Union.
- (f) Severance pay in (b) above is not payable by VSA Highway Maintenance Ltd. to employees in Contract Area 12 in the event that:

(1) VSA Highway Maintenance Ltd. ceases operations of highway and bridge maintenance in Contract Area 12, including the decision of VSA or the Government of British Columbia not to renew their contract for highway and bridge maintenance in Area 12; and

(i) operations of highway and bridge maintenance in Area 12 reverts to the Government of British Columbia; or

(ii) another contractor assumes the operation of highway and bridge maintenance in Area 12 and that contractor is a successor Employer to VSA Highway Maintenance Ltd. pursuant to Section 35 of the Labour Relations Code and/or this Agreement.

(g) Severance pay is payable by VSA Highway Maintenance Ltd., to employees in Contract Area 12 in the event that:

(1) VSA Highway Maintenance Ltd. ceases operations of highway and bridge maintenance in Contract Area 12, including the decision of VSA or the Government of British Columbia not to renew their contract for highway and bridge maintenance in Area 12; and

(i) another contractor assumes operation of highway and bridge maintenance in Area 12 and that contractor is not a successor Employer to VSA Highway Maintenance Ltd. pursuant to Section 35 of the Labour Relations Code and/or this Agreement.

(ii) In the event of (g)(1)(i) above VSA will be obligated to pay severance pay only to the extent of any difference between the amount of severance pay under Article 13 of this Agreement and the amount of any severance paid to an employee pursuant to Memorandum of Understanding #8 of the Master Agreement between the Government of British Columbia and the B.C. Government and Service Employees' Union.

#### **13.4 Assembly Point**

Each employee will be assigned an assembly point. Each of the following locations will be considered a separate assembly point:

Golden	Trout Lake
Revelstoke	50 Mile Camp

#### **13.5 Yard Closure**

During the term of this Collective Agreement, there will not be a closure of any existing yard, mechanical facility or office. Permanent and seasonal camps shall remain operational as per past practice, except that mechanical maintenance in 50 Mile Camp will be subject to operational requirements.

#### **13.6 No Layoff for Senior Regulars**

The Employer agrees that the sixty-nine (69) most senior employees will not be subject to layoff.

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

#### **14.1 Hours of Work**

(a) The annual hours of work exclusive of meal periods taken away from the work station but excluding paid holidays will be seventeen hundred and fifty (1750) hours, which is equivalent to an average of thirty-five (35) hours per week.

(b) Where an employee is granted a designated paid holiday, the time off granted will be 7 hours (with pay) per designated paid holiday for a full-time employee and prorated for a part-time employee

or temporary employee. Where an employee is scheduled to work a designated holiday the lieu day will be 7 hours for a full-time and prorated for a part-time or temporary employee.

(c) Effective October 1, 1997, where an employee is granted a designated paid holiday, the time off granted will be 7.5 hours (with pay) per designated paid holiday for a full-time employee and prorated for a part-time employee or temporary employee. Where an employee is scheduled to work a designated holiday the lieu day will be 7.5 hours for a full-time and prorated for a part-time or temporary employee.

(d) Effective October 1, 1998, where an employee is granted a designated paid holiday, the time off granted will be 8.1 hours (with pay) per designated paid holiday for a full-time employee and prorated for a part-time employee or temporary employee. Where an employee is scheduled to work a designated holiday the lieu day will be 8.1 hours for a full-time and prorated for a part-time or temporary employee.

LENGTH OF SCHEDULED WORKDAY	SHIFT PATTERN	SCHEDULE	REQUIRED	SURPLUS OR SHORT	NUMBER OF DAYS OF REST	STATUTORY HOLIDAY PROVISION	# OF HOLIDAY SHUT DOWNS
7 hrs, 49 min	5:2, 4:3	224	224	0	130	Shutdown	11
8 hrs, 49 min	4:3	198	198	0	156	Shutdown	11
10 hrs	1:1	171.5	175	3.5	179	Shutdown	11
10 hrs	1:1	182.5	175	0	182.5	Work	-
This work schedule shall apply only to Clerical Series employees in Revelstoke:							
7	5:2	250	250	0	104	Shutdown	11
This work schedule shall apply only to employees assigned to Rest Area Maintenance and Rock Patrol duties:							
8 hrs, 49 min	4:3	198	198	0	156	Work	-
This work schedule shall apply only to radio operators during Winter Shift. Employees on this pattern shall work 8 hours per day but be compensated at 8.4 hours per day:							
8 hrs, 24 min	5:3, 5:3, 5:4	-	-	-	-	Work	-

## 14.2 Work Schedules

(a) Work schedules will be mutually agreed to by the Parties or their designates and chosen from the following options and implemented by the Employer upon fourteen (14) days advance notice in writing.

(b) Shift schedule changes will be implemented at the end of an averaging period. Changeover schedules will provide a minimum of a thirty-five (35) hour workweek. No more than three (3) shift pattern changes per year of not less than two (2) months duration shall be scheduled.

(c) The foregoing will not preclude start-time adjustments, subject to mutual agreement of the Parties at the local level. Such adjustments shall not be considered a new shift pattern as per Article 14.2(b). The Employer will make every effort to provide forty-eight (48) hours' notice of the proposed change.

(d) The Parties recognize that unusual project work may arise for which the Employer may want to implement a temporary change to the current shift schedule. This change can only be implemented with mutual agreement at the local level. Notice of such changes will be forwarded to the Joint Labour/Management Committee. Changes to the shift pattern under this article will not count for the purpose of Article 14.2(b).

### 14.3 Scheduling

Where a Party proposes a change to an hours of work schedule and no agreement is reached within fourteen (14) days respecting the schedule, and/or agreement cannot be reached on start and finishing times, the matter will be referred to arbitration pursuant to Article 9.1.

### 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 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 standby shall be immediately available for duty during the period of standby at a known telephone number. No standby payment shall be made if an employee is unable to be contacted or to report for duty when required, or is unfit to perform his duties when required. The provisions of this paragraph 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 paragraph (a) will not be required to stand by two (2) consecutive designated paid holidays, except by mutual agreement. The provisions of this paragraph 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.

### 14.6 Meal Periods

- (a) Recognized meal periods will be within the middle two (2) hours of the workday 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 workday.
- (b) Employees who are required to eat their meals at their place of work and are subject to interruption to perform their duties during the meal period, shall have the meal period scheduled with pay within their workday.
- (c) Provided that the limits for the meal and rest periods are not exceeded, employees may leave their workplace to take such breaks. However, where an employee chooses to leave his workplace the Employer shall not be responsible for his/her transportation.
- (d) Time spent in preparation of meals will be considered time worked provided that the meals are for other employees and that the time spent is previously authorized by the Employer.
- (e) Where employees live in camp facilities provided by the Employer and are normally provided with a hot meal at the end of the shift, the Employer will provide a hot meal or a satisfactory meal which can be heated in the event that the employee is late for the meal time through no fault of his/her own.
- (f) The length of the meal period shall be by mutual agreement between the Parties but not less than thirty (30) minutes or more than sixty (60) minutes.

#### 14.7 Days of Rest

The normal days of rest except as otherwise agreed, shall be Saturday and Sunday. Rest days for employees on travel status may be deferred by mutual agreement.

#### 14.8 Winter Weekend Shifts

Scheduling of agreed winter weekend shifts for mechanics and apprentices shall follow the guidelines noted below:

- (a) *Large Shops (Nine (9) or More Employees):*
  - (1) a maximum of two (2) shifts daily on Saturday and Sunday;
  - (2) two (2) employees per shift;
  - (3) no employee to work in excess of one (1) weekend per month.
- (b) *Small Shops (Eight (8) Employees or Less):*
  - (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;
  - (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.

#### 14.9 Earned Time Off and Lieu Days

- (a) ETO and lieu days will be banked on an hourly basis and scheduled off by mutual agreement based on operational requirements.
- (b) Where an employee is not able to schedule his ETO or lieu days within a twelve (12) month period from the time it was earned, there shall be a cash adjustment at double time rates, payable upon the employee's request.
- (c) ETO days and/or lieu days may be taken off prior to or in conjunction with annual vacation.
- (d) Lieu days for temporary employees shall be paid out in cash at straight-time rates in the pay period upon which it was earned.

#### 14.10 Rotation of Shifts

This article pertains to the rotation of day shift, afternoon and night shift schedules.

- (a) Shift rotation shall be done on an equitable basis among the employees involved within a classification series and assembly point except that, by mutual agreement an employee will be permitted to choose more than his share of the second (2nd) or third (3rd) shifts.
- (b) Where the shift schedule changes result in workdays of the new schedule falling on rest days of the old schedule then every attempt shall be made to provide a minimum of one rest day between shifts.
- (c) Employees assigned to operate equipment on winter shifts shall sign up in the following order:
  - (1) by service seniority at each assembly point for all employees classified at the level of the work to be performed; followed by
  - (2) service seniority at each assembly point for all employees from other classifications.

#### 14.11 Clean-up Time

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

**14.12 Split Shifts**

(a) The Employer may require Cooks and Cooks' Helpers to work split shifts. For such employees, where a break longer than one (1) hour is scheduled, a premium shall be paid for all hours worked which shall be the greater of:

- (1) forty-five cents (45¢) per hour; or
- (2) the relevant shift premium.

All hours worked on a split shift shall be contained within a twelve (12) hour period. Any time that is worked outside the twelve (12) hour period shall be paid at overtime rates.

(b) No employees, except for a Cook or Cook's Helper, will be required to work a split shift, unless there is mutual agreement between the Parties.

**14.13 Employees Working Away from Their Point of Assembly**

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

**ARTICLE 15 - SHIFT WORK****15.1 Definitions of Shifts and Shift Premiums**

(a) *Identification of Shifts*

- (1) *Day shift* - all hours worked on any shift which starts between 4:30 a.m. and 1:59 p.m. inclusive;
- (2) *Afternoon shift* - all hours worked on any shift which starts between 2:00 p.m. and 8:59 p.m. inclusive;
- (3) *Night shift* - all hours worked on any shift which starts between 9:00 p.m. and 4:29 a.m. inclusive.

(b) Employees working afternoon or night shift shall be paid a shift premium for hours worked on the shift as follows:

*Effective February 25, 1995:*

Afternoon shift.....	90¢/hour
Night shift.....	90¢/hour

A weekend shift premium of eighty cents (80¢) per hour shall apply to all hours worked between 0001 hours on Saturday and 0001 hours on Monday (April 1 to October 31 inclusive).

(c) 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 regularly scheduled shift.

**15.2 Notice of Work Schedules**

(a) In the event that the work schedule or shift for a regular employee or an auxiliary employee working a scheduled shift roster is changed without forty-eight (48) hours' advance notice, and such change is the result of the actions of another employee covered by this Agreement utilizing the benefits provided for by the provisions of this Agreement, the employee will receive a premium of fifty-five cents (55¢) per hour in addition to his/her regular pay, for work performed on the first shift to which he/she changed.

(b) In the event that an employee's work schedule or shift is changed without five (5) days' advance notice and the change results from causes other than defined in (a) above, the employee shall receive a premium at the applicable overtime rate for work performed on the first shift to which he/she changed, except that if the change results from no fault of the Employer, he/she shall not receive a premium at overtime rates but shall receive the premium defined under (a) above.

(c) 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.

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

### **15.3 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.

### **15.4 Shortfall of Annual Working Hours**

Scheduling of shifts for regular employees shall not result in a shortfall of annual working hours through the shift schedules determined in this Agreement. Annual hours shall be based on October 21<sup>st</sup> of a year to October 20<sup>th</sup> of the following year.

### **15.5 Reporting Pay**

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

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

## **ARTICLE 16 - OVERTIME**

### **16.1 Definitions**

- (a) "*Overtime*" - means work performed by an 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 Rates of Compensation**

Where an employee is authorized to perform overtime, he shall be compensated as follows:

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

For hours worked:

- (a) beyond the scheduled daily hours;
- (b) beyond the annual hours; or
- (c) beyond the agreed averaging period.

### **16.3 Overtime Records and Calculations**

- (a) The Employer agrees that overtime records shall be maintained at the local level and access shall be given to employees and/or a Union Representative.
- (b) Overtime shall be compensated in thirty (30) minute increments for periods of overtime over ten (10) minutes duration.
- (c) Overtime compensation shall be monetary or in time off at the employee's option. If the employee chooses time off, such time off shall be scheduled by mutual agreement between the employee and the Employer. If compensatory time off cannot be scheduled within twelve (12) months of the date of election, cash payment shall be made. Employees shall have the option of being paid out for all or part of their unscheduled banked time three (3) times in a calendar year provided two (2) weeks' written notice is given on the preceding payday.

The employee shall advise, in writing, the respective pay office of his/her election to have either all cash or all compensatory time off by January 1 and July 1 for the following six (6) month calendar period in each case.

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

### **16.4 Sharing of Overtime**

Overtime work shall be allocated on a rotation basis in order of seniority, considering the availability of qualified employees.

### **16.5 Overtime Meal Allowance**

- (a) Where an employee is required to work in excess of two and one-half (2½) hours overtime during a workday, an overtime meal allowance and one-half (½) hour meal break with pay will be provided.
- (b) The overtime meal allowance shall be: \$9.50.
- (c) If the employee continues to work 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 completion of every three (3) hours thereafter.
- (d) When an employee is called out prior to his scheduled shift without one-half (½) hour's notice, the Employer shall provide the meal or pay the overtime meal allowance.
- (e) In the case of an employee called out on overtime to work on a day of rest, this clause will apply only to hours worked outside his regular shift.

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

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

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

All employees shall have the right to refuse overtime work except in any emergency situation, without being subject to disciplinary action. An employee on standby, pursuant to Article 14.5, shall not have the right to refuse callout for overtime work.



## 16.8 Callout Provisions

### (a) *Callout Compensation*

An employee who is called back to work outside his/her scheduled 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 shifts;

(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.

### (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 (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.

## ARTICLE 17 - PAID HOLIDAYS

### 17.1 Paid Holidays

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

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

(b) Any other day proclaimed a holiday by the federal, provincial or municipal Governments shall also be a paid holiday.

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

### 17.2 Holidays 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.

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

(c) An employee who works a designated holiday which is not a scheduled workday shall be considered to have worked overtime and will be compensated 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.

### 17.3 Holiday Falling on a Scheduled Workday

An employee who works 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. However, where an employee works Christmas Day or New Year's Day, the rate will be double and one-half plus a day off in lieu of the holiday.

### 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) workdays preceding a paid holiday, in which case he/she shall receive the higher rate. For employees who work in

excess of seven (7) hours per day, they shall receive the higher rate if they have been working in a higher paid position for a majority of the four hundred and twenty (420) working hours preceding a paid holiday.

### 17.7 Workday Scheduled on Paid Holiday

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

## ARTICLE 18 - ANNUAL VACATIONS

### 18.1 Annual Vacation Entitlement

(a) *Definitions:*

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

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

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

Vacation Year	Workdays
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.

(d) 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 earns ten (10) days' pay. Unused vacation for the first partial year will be paid to the employee on the final payday of the year.

(e) 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.

### 18.2 Vacation Period

(a) 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 vacation.

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

### **18.3 Preference in Vacation**

- (a) A preference in selection of vacation time shall be determined in each work group on the basis of service seniority by classification within that assembly point.
- (b) 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 assembly point. Seniority shall prevail in the choice of the subsequent vacation period, but only after all other first vacation periods have been selected.

### **18.4 Vacation Schedules**

- (a) Vacation schedules will be posted between December 1 and December 15 for the period of January 1 through April 30 and between April 1 and April 15 for the period May 1 through December 31.
- (b) Employees who do not exercise their seniority rights within fourteen (14) days of the vacation schedule being posted shall not be entitled to exercise those rights with respect to any vacation time previously selected by employees with less seniority. The Employer reserves the right to schedule vacation for those employees who have not selected their vacation by May 15 except for vacation to be carried over in accordance with Clause 18.8.
- (c) An employee who transfers to another assembly point 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.
- (d) 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.
- (e) The Employer shall make every reasonable effort to contact employees who are absent in order to establish such employees' preference for vacation.

### **18.5 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.

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

### **18.6 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) workdays preceding his 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) When a payday falls during a regular employee's vacation, the employee shall be entitled to have the paycheque forwarded to a mailing address supplied by the employee in writing.
- (c) Once per calendar year, upon thirty (30) days' written notice, a regular employee shall be entitled to receive, prior to commencement of a vacation, a payroll advance equivalent to the amount of his/her regular paycheque issued during the vacation period, except that no payroll advance shall be issued in December for any pay periods that fall in January or in March for any pay periods that fall in April.

**18.7 Approved Leave of Absence During Vacation**

When an employee is in receipt of sick leave or paid leave during the vacation period, there shall be no deduction from the vacation credits for such leave. The period of vacation so displaced shall be rescheduled by mutual agreement. An employee with displaced vacation must advise the Employer and provide the necessary document within seven (7) days of returning to work.

**18.8 Vacation Carryover**

- (a) An employee may carry over up to five (5) days' vacation leave per vacation year.
- (b) A single vacation period which overlaps the end of a calendar year (December 31) shall be considered as vacation for the vacation year in which the vacation commenced. The portion of vacation taken subsequent to but adjoining December 31 shall not be considered a vacation carryover, nor as a choice for the subsequent vacation year.
- (c) An employee may carry over up to five (5) days' vacation leave per calendar year. Except as provided for in Clause 18.2(a) an employee shall not receive cash in lieu of vacation time except upon termination, resignation or retirement. Vacation carried over into the final year of the maintenance contract must be scheduled prior to the end of the maintenance contract, however, should the Employer renew the maintenance contract with the Province of B.C., vacation carryover scheduled but unused may be re-scheduled by the employee.

**18.9 Callback From Vacation**

Employees who have commenced vacation shall not be called back to work, except in case of extreme emergency. When an employee is recalled pursuant to this provision, he/she shall be reimbursed for all expenses incurred in proceeding to his/her place of duty and in returning to the place from which he/she was recalled upon resumption of vacation. Time necessary for travel shall not be counted against remaining vacation entitlement.

**18.10 Vacation Leave on Retirement**

A retiring employee shall be granted full vacation entitlement for the final calendar year of service.

**18.11 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.

**18.12 Government Credits Recognized**

An employee will continue to receive vacation pay and entitlement based on the pay and entitlement achieved as an employee of the Government of British Columbia plus any additional pay and entitlement resulting from employment with Bel Maintenance Inc., and the Employer.

**18.13 Vacation Scheduling**

- (a) With the exception of vacation carryover under Clause 18.8, the scheduling and completion of vacations shall be on a calendar year basis.
- (b) The calendar year in which an employee's first anniversary falls shall be the first vacation year. For the purpose of additional leave entitlement, the calendar year in which the fifth anniversary falls shall be the fifth vacation year; in which the sixth anniversary falls shall be the sixth vacation year; etc.
- (c) An employee earns but is not entitled to receive vacation leave during the first six (6) months of continuous employment.

(d) Vacation 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.

## ARTICLE 19 - TRAINING

### 19.1 Purpose of Training

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

- (a) implement an upgrading and/or training program for all trades or trades-related classifications within thirty (30) days of ratification the Employer shall distribute the program(s) profile to the Labour Management Committee, the Local Union Area Office and shall post on all bulletin boards;
- (b) implement a training program in order to qualify at least two (2) regular employees to substitute in supervisory positions in each work group in each seniority block;
- (c) ensure there are at least two (2) regular employees in the machine operator series (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.;
- (d) where the complement in (a) and (b) above falls below two (2) regular employees, the Employer shall, within two (2) weeks, commence operator training;
- (e) pursuant to (b) above, senior employees shall be offered training if there are junior employees who are qualified to operate the higher classes of equipment.

### 19.2 Selection for Training

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

- senior regular employees within the classification;
- senior regular employees within the classification series;
- senior auxiliary employees within the classification series;
- senior regular employees in any other classification series;
- senior auxiliary employees in any other classification series.

### 19.3 On-the-Job Operator Training

- (a) Employees shall be designated for on-the-job operator training in writing.
- (b) Where employees are designated for such training and where the attainment of a recognized level of operating proficiency could result in qualification for a higher classification, the employee's progress toward a recognized level of proficiency shall be monitored by the Employer or his designate. The employee shall be informed on a preset basis of his progress towards the completion of his training period.
- (c) An employee rejected from the training program will be so informed in writing by the Employer.
- (d) Unless the employee is under direct supervision, an employee proficiently operating equipment at a higher rate shall receive the appropriate rate for actual hours worked at this higher level.
- (e) The Parties recognize that continuity of training is important. The Employer shall schedule standardized training so as to provide the required continuity. It is understood that the length of training may vary depending on operator experience, complexity of the equipment, and operational

requirements; however, a minimum of three (3) days will be allowed unless proficiency is achieved sooner.

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

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

#### **19.5 Reimbursement for Approved Courses**

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

#### **19.6 Training Away from Regular Assembly Point**

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

#### **19.7 Examinations**

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

#### **19.8 Trainers**

- (a) On-the-job Operator/Trainers will be chosen in order of seniority from an eligibility list established within each Assembly Point by mutual agreement between the steward and Area Manager or designate.
- (b) Where mutual agreement cannot be reached the matter will be referred to the Joint Labour Management Committee for resolve.
- (c) On-the-job Operator/Trainers will receive an allowance of fifteen dollars (\$15) per day.
- (d) Driver Trainer positions will be posted in accordance with Article 12.1. Driver trainers will receive an allowance of one hundred dollars (\$100) per month.

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

#### **20.1 Bereavement Leave**

- (a) In the case of bereavement in the immediate family, an employee not on leave of absence without pay shall be entitled to special leave, at his/her regular rate of pay, from the date of death to and including the day of the burial or cremation with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed five (5) workdays.
- (b) Immediate family is defined as an employee's parent, wife, husband, 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 two (2) days 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.
- (e) Where established ethnic cultural or religious practices provide for ceremonial occasions other than the bereavement period in (a) above, the balance of the bereavement leave as provided in (a) above, if any, may be taken at the time of the ceremonial occasion.

## 20.2 Special Leave

- (a) Where leave from work is required, an employee shall be entitled to special leave at his/her current rate of pay for the following:
- (1) marriage of the employee.....three (3) days;
  - (2) attend wedding of the employee's child ..... one (1) day;
  - (3) birth or adoption of the employee's child..... one (1) day;
  - (4) serious household or domestic emergency ..... one (1) day;
  - (5) moving household furniture and effects ..... one (1) day;
  - (6) attend his formal hearing to become a Canadian citizen ..... one (1) day;
  - (7) attend funeral as pallbearer or mourner .....one-half (½) day;
  - (8) court appearance for hearing of employee's child..... one (1) day.
- (b) Two (2) weeks' notice is required for leave under (a)(1), (2), (5) and (6).
- (c) For the purpose of (a)(2), (4), (5), (6), (7) and (8), leave with current pay will be only for the workday on which the situation occurs.
- (d) For the purpose of determining eligibility for special leave under (a)(5), an employee will qualify if he is maintaining a self-contained household and if he is changing his place of residence which necessitates the moving of household furniture and effects during his normal working hours, and if he has not already qualified for special leave under (a)(5) on two (2) occasions within the preceding twelve (12) months.

## 20.3 Family Illness

- (a) In the case of illness of a dependent of an employee, and when no one at the employee's home other than the employee can provide for the needs of the dependent, the employee shall be entitled, after notifying his 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, Vice-President or Secretary-Treasurer of the B.C. Government and Service Employees' Union. The leave shall be for a period of three (3) years and shall be renewed upon request;

### **20.5 Leave for Court Appearances**

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

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

(c) An employee in receipt of his regular earnings while serving at court shall remit to the Employer all monies paid to him 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 supervisor as soon as he is aware that such leave is required.

### **20.6 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 written reasons for withholding approval.

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

(a) Where it is not possible to schedule medical and/or dental appointments outside regularly scheduled working hours, reasonable time off for medical and dental appointments for employees or for dependent children shall be permitted, but where any such absence exceeds two (2) hours, the full-time absence shall be charged to the entitlement described in Clause 20.9.

(b) Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their credit described in Clause 20.9 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 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.

### **20.8 Definition of Dependent**

Wherever the word "*dependent*" is used in this Agreement, it shall be defined as a relative in the immediate family including spouse, child, brother, sister, parents, father-in-law, mother-in-law.

### **20.9 Maximum Leave Entitlement**

Leaves taken under Clauses 20.2, 20.3 and 20.7 shall not exceed a total of seventy (70) hours per calendar year, unless additional special leave is approved by the Employer.

### **20.10 Emergency Service Leave**

Where employee's services are required for emergency operations by request from 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.

### **20.11 Maternity, Adoption and Parental Leave**

Upon completion of the first six (6) months of employment, employees will be entitled to maternity, adoption, and parental leave benefits as described in this article, or as determined by the Employment Standards Act, whichever is greater.

- (a) Upon request a pregnant employee will be granted maternity leave without pay for a period of not more than six (6) months.
- (b) An employee shall be granted a leave of absence without pay for up to six (6) months following the adoption of a child. The employee shall have to furnish proof of adoption.
- (c) An employee shall be granted a parental leave without pay for up to fifteen (15) weeks following the birth or adoption of a child.
- (d) An employee who has been off on maternity or adoption leave is also entitled to the parental leave provisions as outlined.
- (e) The Employer shall maintain coverage for medical extended health, dental, group life and long term disability and shall pay the Employer's share of these premiums while the employee is on maternity, parental, or adoption leave to a maximum of forty-one (41) weeks when parental leave is taken concurrently with maternity or adoption leave.
- (f) An employee who qualifies for maternity leave shall be paid maternity leave allowance in accordance with the Supplementary Unemployment Benefit (SUB) Plan. In order to receive this allowance, the employee must provide to the Employer, proof that she has applied for and is eligible to receive unemployment insurance benefits pursuant to the Unemployment Insurance Act. An employee disentitled or disqualified from receiving unemployment insurance benefits is not eligible for maternity leave allowance.
  - (1) Pursuant to the Supplementary Unemployment Benefit (SUB) Plan, the maternity leave allowance will consist of:
    - (i) two (2) weeks at eighty-five percent (85%) of the employee's basic pay;
    - (ii) fifteen (15) additional weekly payments equivalent to the difference between the unemployment insurance gross benefits and any other earnings received by the employee and eighty-five percent (85%) of the employee's basic pay.

### **20.12 Benefits on Return to Work**

- (a) On return from maternity, parental, or adoption leave employees shall be placed in their former position or in a position of equal rank and basic pay within the same seniority block.
- (b) Notwithstanding Articles 18.1(b) and 18.9 vacation entitlements and vacation pay shall continue to accrue while an employee is on maternity, parental, or adoption leave for a maximum of forty-one (41) weeks, 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 18.9.

- (c) Maternity or parental leave for employees in the first six (6) months of employment shall be in accordance with the Employment Standards Act.

### **20.13 Medical Examinations**

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.

### **20.14 Canadian Armed Forces**

- (a) Employees who participate in activities related to the Reserve Component of the Canadian Armed Forces may be granted leave of absence as follows:

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

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

(3) *Without Pay* - where an employee, as a delegate, attends meetings of service associations or conferences related to the Canadian Armed Forces.

- (b) Any remuneration received from the Government of Canada for the purpose of activities related to the Canadian Armed Forces may be retained by the employee when on leave of absence without pay, or where he/she chooses to use part or all of his/her annual vacation entitlement for these activities, or where he/she elects to take leave of absence without pay for annual training as stipulated in (a)(1) above.

### **20.15 Other Religious Observances**

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

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

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

### **20.16 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 ballot.

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

### **21.1 Statutory Compliance**

The Union and the Employer agree that regulations made pursuant to the Workers' Compensation Act, the Work Place Act, or any other statute of the Province of British Columbia pertaining to the working environment, shall be fully complied with.

## 21.2 Joint Occupational Health and Safety Committees

- (a) The Employer and the Union shall establish a Safety Committee to be composed of Union and Employer representatives. The Union representatives shall be selected by the Union and such representatives must be in the employ of the Employer. The Committee shall meet at least once a month to discuss questions or problems which may arise with respect to the health and safety of the employees. All minutes of the meetings of the committee shall be recorded on a mutually agreed to form and shall be sent to the Union and the Employer.
- (b) Local Toolbox safety meetings will meet monthly, and forward minutes to the Occupational Health and Safety Committee for review and action where necessary.
- (c) Employees who are representatives of the Committee shall not suffer any loss of basic pay for the time spent attending a committee meeting, job site inspection or accident investigation in accordance with the WCB Regulations. Transportation shall be provided by the Employer.
- (d) Committee meetings shall be scheduled during normal working hours whenever practicable. Time spent by designated committee members attending to the committee business or accident investigation on their days of rest or outside their regularly scheduled hours of work shall not be considered time worked but such employees shall receive equivalent time off at straight-time.
- (e) The Employer and the Union agree that it is mutually beneficial to have all members in attendance at meetings of Health and Safety Committees. The Employer shall make every reasonable effort to ensure that the Union members are able to attend such meetings.
- (f) Occupational Health and Safety Committees will be structured as follows:
  - (1) *Revelstoke/50 Mile/Trout Lake* -3 representatives each, from Management and the Union;
  - (2) *Golden* - 2 representatives each, from Management and the Union.
- (g) Occupational Health and Safety Committee members will be trained as to their responsibilities.

## 21.3 Unsafe Work Conditions

- (a) No employee shall be disciplined for refusal to work on an assignment which, in the opinion of:
  - (1) a member of the Local Occupational Health and Safety Committee; or
  - (2) a person designated by a safety committee; or
  - (3) a safety officer; or
  - (4) 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 the regulations which restricts unsafe work pursuant to the WCB OH&S Regulations, he/she shall not be subject to disciplinary actions.

- (b) The Parties agree that the Joint Labour Management Committee will establish a "*Vehicle Safety Procedure*".

## 21.4 Injury Pay Provision

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

## 21.5 Transportation of Accident Victims

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

### **21.6 Investigation of Accidents**

- (a) Pursuant to the relevant provisions of the Workers' Compensation Board Industrial Health and Safety Regulations, governing accident reports and investigations all accidents shall be investigated jointly by at least one (1) representative designated by the BCGEU and one (1) management representative.
- (b) Reports shall be submitted on a mutually agreed accident investigation form and copies sent to:
  - (1) Workers' Compensation Board;
  - (2) Employer Designate(s);
  - (3) BCGEU Designate(s);
  - (4) Occupational Health and Safety Committee.

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

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

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

- (a) The Union and the Employer agree that First Aid Regulations made pursuant to the Workers' Compensation Act shall be fully complied with.
- (b) Where the Employer requires an employee, or where employees are currently performing 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:

Occupational First Aid Certificate, Level 3 - \$47 per biweekly period or \$102 per month

Occupational First Aid Certificate, Level 2 - \$35 per biweekly period or \$76 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 seventy (70); however, no employee shall receive more than the monthly allowance for the Level of certificate which they hold. Employees designated to act as the Occupational First Aid Attendant in addition to their normal job duties will receive their full monthly allowance while on approved leave with pay of up to ten (10) days or while on vacation leave with pay.

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

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

- (d) (1) In order to meet the requirements of (a) above, the Employer will designate in order of seniority from among those regular employees holding an appropriate Occupational First Aid Certificate to act as the First Aid Attendant in addition to the normal requirements of the job.
- (2) Where no employee within the work unit possesses an Occupational First Aid Certificate, the opportunity to obtain a Certificate will be offered to regular employees within the work unit in order of service seniority, provided the employee can meet the requirements of the WCB regulations to undertake the training in order to obtain an Occupational First Aid Certificate.
- (3) In the event that the procedures outlined above do not meet the requirements of (a), the Union will assist the Employer to meet their obligations by approaching full-time employees in the work unit on behalf of the Employer.
- (4) Where (d)(1), (2) and (3) do not meet, within a reasonable period of time, the requirements of the Employer to achieve (a) above, the Employer may:
- (i) recall a qualified temporary 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.
- (5) Failing (4) above, the Employer may require the most senior employee within the work unit who can meet the requirements of the WCB regulations to undertake Occupational First Aid training in order to obtain a certificate.

### **21.8 Unresolved Safety Issues**

The local safety committee may refer unresolved safety issues to the WCB for resolution.

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

- (a) The Employer will abide by the Industrial Health and Safety Regulations of the Workers' Compensation Board.
- (b) Where employees are required to work with or are exposed to any dangerous goods, special waste, pesticide or harmful substance, the Employer shall ensure that the employees are adequately trained in the identification, safe handling, use, storage, and/or disposal of same.

### **21.10 Radio Contact or Employee Check**

- (a) Where employees are required to perform duties in remote isolated areas, they shall be supplied with effective radio or radio-telephone communications or have a pre-arranged "*employee check*" pursuant to the Workers Compensation Board Health and Safety Regulations.
- (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.

### **21.11 Video Display Terminals**

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

- (a) When a majority of an employee's daily work time requires monitoring such video display terminals, such employees shall have their eyes examined by an ophthalmologist or optometrist of the

employee's choice at the nearest community where medical facilities are available prior to initial assignment to VDT equipment and after six (6) months, a further test and annually thereafter if requested. The examination shall be at the Employer's expense where costs are not covered by insurance. Where requested the Employer shall grant leave of absence with pay.

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

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

(c) (1) Pregnant employees shall have the following options:

(i) not to continue monitoring video display terminals; or

(ii) not working in the area of one (1) metre of video display terminals which use cathode ray tubes; or

(iii) to work at a shielded video display terminal should one be present in the worksite.

(2) When a pregnant employee chooses not to monitor such video display terminals, or chooses not to work in such an area, if other work at the same or lower level is available within the offices within her headquarters area, she shall be reassigned to such work and paid at her regular rate of pay.

(3) Where work reassignment in (2) above is not available, a regular employee will be considered to be on leave of absence without pay until she qualifies for maternity leave.

(d) Where employees are on leave of absence pursuant to (c) above, and opt to maintain coverage for medical, dental, extended health, group life, and long term disability plans, the Employer will continue to pay the Employer's share of the required premiums.

(e) The Employer shall ensure that new equipment shall:

(1) have adjustable keyboards and screens;

(2) meet the most stringent emission standards of the Federal Radiation Emitting Devices Act and other standards established by the Federal Health and Welfare, the B.C. Workers' Compensation Board or the Provincial Ministry of Health.

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

### **21.12 Survival First Aid Course**

Those employees who by the nature of their employment are required to work in remote isolated areas shall be given the opportunity to take a Survival First Aid Course at the Employer's expense.

### **21.13 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. Where an employee is required to be examined on other than his/her regularly scheduled workday, he/she shall receive the

applicable overtime rate of pay for the duration of the examination, plus travel time upon proceeding directly to and from the examination.

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

The Local Occupational Health and Safety Committees will identify situations in accordance with the WCB regulations on heat stress 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.

#### **21.15 Workplace Hazardous Materials Information System (WHMIS)**

In accordance with the provision of section 5 of the *Occupational Health and Safety Regulations*, the Employer agrees to establish a joint process for determining the content and provision of all training packages related to WHMIS.

### **ARTICLE 22 - WORK CLOTHING**

#### **22.1 Protective Clothing**

- (a) Protective clothing is understood to mean wearing apparel which protects the employee and/or the employee's clothing from excessive dirt, grease, sparks or chemicals.
- (b) The Employer agrees to supply protective apparel in accordance with Letter of Understanding #7.

#### **22.2 Safety Equipment**

- (a) With the exception of boots and prescription glasses, the Employer will supply all safety equipment required for the job under Workers' Compensation Regulations. Where the Employer's regulations regarding safety footwear exceed Workers' Compensation Board Regulations, then the Employer shall supply such footwear.
  - (1) hard hats and liners where required;
  - (2) safety gloves;
  - (3) safety or welding goggles and helmets;
  - (4) respirators;
  - (5) protective hearing devices.
- (b) Replacement of unserviceable items will be made upon surrender of items to be replaced and proof that replacement is not a result of negligence by the employee.

#### **22.3 Union Label**

All apparel supplied by the Employer shall be Union made where available and bear a label so stating.

#### **22.4 Lockers**

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

#### **22.5 Laundry and Repair**

Where the Employer supplies the items listed in Article 22.1 above, the Employer will bear the cost of laundering and repair and will ensure adequate levels of stock are on hand.



## ARTICLE 23 - TECHNOLOGICAL CHANGE

### 23.1 Notice of Technological Change

Where the Employer intends to introduce technological change, the Employer shall provide the Union with as much notice as possible, but in any event not less than sixty (60) days.

Notice of the change is to include the nature of the change, the anticipated date of effect, and the names of employees likely to be directly affected.

A copy of this notice will be sent to the Employees so affected.

### 23.2 Meeting between the Parties

The Parties shall meet within fourteen (14) days of receipt of notice to negotiate periods of training and familiarization. When necessary to reduce staff to technological change, employees so affected may opt for any of the provisions of Article 13.

### 23.3 Disputes Resolved

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

## ARTICLE 24 - CONTRACTING OUT

### 24.1 No Contracting Out

- (a)
  - (1) The Union recognizes that the Employer is obliged by the terms of its maintenance contract with the Ministry of Transportation and Highways to contract out an annual amount of subcontracting and hired equipment.
  - (2) It is understood that these financial commitments may change but that no contracting out in excess of the amounts determined by the Ministry shall be performed except as stated in (3) below.
  - (3) It is agreed that the Employer will not be in violation of this article by contracting out paving, crushing, seal coating and flagging above the amounts required by the Ministry.
- (b) The Employer agrees that winter road maintenance (and related work) will not be contracted out, in an assembly point, while qualified employees with recall rights, within an assembly point, are laid off or on layoff.
- (c) The Employer agrees to notify the Union monthly of the amount and type of work contracted out pursuant to (a) above. At the end of the year the Employer shall provide the auditor's calculations of monies spent on contract/hired equipment.

### 24.2 No Layoff of Employees

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 Employee Recall

It will not be deemed to be a violation of Article 24.2 where the Employer contracts out work in accordance with Article 24.1(a) which results in a temporary employee not being recalled for work.

## 24.4 Repair and Services

It is agreed that with the exception of warranty work, third parties will not be permitted to use the equipment of the Employer or the employees in order for the third parties to service, clean or repair the Employer's or third parties equipment. When warranty work is done on the Employer's premises, a VSA Highway Maintenance Ltd. mechanic will be assigned when, in the opinion of the Operations Manager or his designate, VSA's workload will allow. Such an assignment is for training.

## ARTICLE 25 - HEALTH AND WELFARE

### 25.1 Basic Medical Insurance

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

### 25.2 Extended Health Care Plan

The Employer shall pay the monthly premium for regular employees and qualifying auxiliaries entitled to coverage under a mutually acceptable extended health care plan. This plan will provide equivalent benefits as per the previous agreement and will include:

- (a) This benefit is subject to \$25,000 maximum every 2 years. The calendar year deductible amount for all eligible charges, except those listed separately, is \$25.00 per individual and family. The reimbursement percentage for all eligible charges, except those listed separately, is 80% of the first \$1,000 and 100% thereafter. Lifetime maximum is \$1,000,000;
- (b) Prescription Drugs (including oral contraceptives) on the written prescription of a physician or surgeon; diagnostic tests and x-ray examinations;
- (c) Hospital benefits including semi-private room accommodation and private room accommodation; out-of-province emergency treatment (100% reimbursable – no deductible);
- (d) Outpatient hospital services and licensed ambulance service (80% reimbursable - \$25.00 deductible
- (e) Services of a registered nurse or a licensed chiropractor, ophthalmologist, optometrist, osteopath, dentist, podiatrist, chiropodist, naturopath, physiotherapist, speech therapist, clinical psychologist, and masseur which may be subject to annual service maximum as specified in the Plan. The calendar year maximum amount is \$300.00 for each type of practitioner except masseur and clinical psychologist, which is \$350.00 and physiotherapy, which is \$700.00 and private nursing duty which is \$10,000 per year with an unlimited lifetime amount.
- (f) Hearing Aids – The maximum amount is \$400 in each 5 year period.
- (g) Orthopaedic shoes, arch supports, molds, and other orthotic devices; prosthetic devices; rental of wheel chair equipment, and hospital bed which are medically required (one pair per year to a maximum of \$1,000).

Supplies and Equipment – Including but not limited to medically necessary items, such as wigs, which have a lifetime maximum amount of \$3,000 or foot orthotics/braces which have a calendar year maximum amount of \$500.

- (h) Vision care to include eyeglasses or contact lenses and fitting thereof in any two (2) consecutive calendar years for each insured person over age eighteen (18) and one (1) such expense in any one (1) calendar year for each dependent child, up to two hundred and fifty (\$250).

**25.3 Dental Plan**

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

- (1) Part A, 100 percent coverage - no limits;
- (2) Part B, 75% percent coverage - no limits;
- (3) Part C, 60 percent coverage.

An employee is eligible for orthodontic services under Part C after twelve (12) months participation in the Plan subject to a lifetime maximum payment of two thousand (\$2000) dollars per patient.

**25.4 Group Life**

(a) The employer shall provide a mutually acceptable group life plan with benefits equivalent to twice an employee's annual salary, with a minimum of \$85,000 effective October 21, 1993.

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

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

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

- (1) loss of both hands or both feet ..... the principal sum
- (2) loss of entire sight of both eyes..... the principal sum
- (3) loss of one hand and one foot ..... the principal sum
- (4) loss of one hand and entire sight of one eye ..... the principal sum
- (5) loss of one foot and entire sight of one eye..... the principal sum
- (6) loss of speech and hearing ..... the principal sum
- (7) loss of use of both arms or both hands..... the principal sum
- (8) quadriplegia ..... two times the principal sum
- (9) paraplegia..... two times the principal sum
- (10) hemiplegia..... two times the principal sum
- (11) loss of one arm or one leg ..... three-quarters of the principal sum
- (12) loss of use of one arm or one leg ..... three-quarters of the principal sum
- (13) loss of one hand or one foot..... two-thirds of the principal sum
- (14) loss of entire sight of one eye ..... two-thirds of the principal sum
- (15) loss of use of one hand or one foot ..... two-thirds of the principal sum
- (16) loss of speech or hearing..... two-thirds of the principal sum
- (17) loss of thumb and index finger of same hand ..... one-third of the principal sum
- (18) loss of four fingers of same hand..... one-third of the principal sum
- (19) loss of hearing in one ear ..... one-quarter of the principal sum
- (20) loss of all toes on same foot..... one-eighth of the principal sum

(d) Air Travel Insurance

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

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

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

### **25.5 Medical Examination**

(a) 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.

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

### **25.6 Legislative Changes**

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

### **25.7 Health and Welfare Plans**

(a) A copy of the master contracts with the Carriers for the extended health care, dental and group life, STIP and LTD plans shall be sent to the President of the Union.

(b) The Employer will consult the Union before developing any pamphlet explaining the highlights of the plans for distribution to employees. The cost of such a pamphlet shall be borne by the Employer.

(c) No change shall be made to the Plan coverage in the above referenced plans in (a) without the mutual agreement of the Parties.

### **25.8 Eligibility for Benefits**

Employees will become eligible for benefits pursuant to Articles 25 and 26 as follows:

(a) For employees employed on a full-time basis eligibility will be from the month following date hire.

(b) Temporary employees will be eligible for benefits under (a) above when 1827 hours of accumulated seniority is reached in a fifteen (15) month period. Temporary employees in receipt of benefits is not entitled to the premium under Clause 31.5.

(c) An employee who qualifies for benefit coverage will be entitled to maintain coverage under such plans following layoff by paying the appropriate premiums.

(d) Where an employee who has been laid off is recalled, where he has benefit coverage, the Employer shall immediately reinstate benefit coverage. For the purpose of this sub-clause, "*recalled*" is understood to mean that the employee completed at least one-half (½) shift.

### **25.9 Workers' Compensation Benefits**

An employee on a claim recognized by the Workers' Compensation Board will receive benefits from WCB and in addition the Employer will maintain all health and welfare benefits and Employer's pension contributions during an absence on WCB.

**25.10 Unemployment Insurance**

Unemployment insurance coverage will be provided during the life of this Agreement for regular and auxiliary employees eligible for such coverage under the provisions of the Unemployment Insurance Act.

**25.11 Short Term Illness and Injury and Long Term Disability**

- (a) Employees will be entitled to coverage under a wage Indemnity Plan providing a benefit for up to thirty (30) weeks at seventy-five percent (75%) of pay.
- (b) Coverage shall commence on the first day of an injury, the first day of hospitalization, or on the fourth day of an illness.
- (c) The Employer will pay one hundred percent (100%) of the cost of the Plan.
- (d) 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.
- (e) The Employer will maintain coverage and pay the premiums for MSP, Wage Indemnity, Long Term Disability, Extended Health Benefits, Dental Care Benefits, Group Life, Accidental Death and Dismemberment and the same Employer pension contributions and deduct the employee pension contributions as set out in Article 32.3 upon return to work.

**25.12 Long Term Disability**

- (a) Regular employees shall be entitled to the following monthly Long Term Disability Benefits after Weekly Indemnity has been exhausted, while an employee is totally disabled.
- (b) Sixty-eight point three percent (68.3%) of first one thousand, nine hundred dollars (\$1900) of monthly earnings and fifty percent (50%) of earnings above one thousand, nine hundred dollars (\$1900).
- (c) The Employer will maintain coverage for MSP Weekly Indemnity and LTD payments, EHB, dental, group life, accidental death and dismemberment, and pension contributions while an employee is on LTD.
- (d) Vacation entitlement and vacation pay will accrue to a maximum of thirty (30) weeks when an employee is on LTD, Weekly Indemnity, or for the first thirty (30) weeks on WCB.
- (e) Total disability, as used in this Plan, means the complete inability because of an accident or sickness of a covered employee to perform all the duties of his/her own occupation for the first two (2) years of disability. Thereafter, employees able by reason of education, training or experience to perform the duties of a gainful occupation for which the rate of pay is not less than seventy-five percent (75%) of the current rate of pay of their regular occupation at date of disability will not be considered totally disabled and will therefore not be eligible for benefits under this Long Term Disability Plan.

**ARTICLE 26 - GENERAL BENEFITS****26.1 Sick Leave Credit**

- (a) In the event a regular or eligible temporary employee is unable to work because of illness or injury, he will be entitled to a benefit of seventy-five percent (75%) of pay until such time that benefits pursuant to Wage Indemnity become payable.

(b) An employee may supplement sick leave benefits from the following in descending order of usage:

- (1) compensatory time off;
- (2) earned time off;
- (3) vacation credits.

### **26.2 Employee Assistance Program**

The Parties will establish an Employee Assistance Program pursuant to Letter of Understanding #4.

### **26.3 Medical and Transportation**

The Employer will provide insurance provision which would pay costs of travel and subsistence expenses for an employee or his/her immediate family member, who is forced to travel to another area for medical treatment. Guidelines for this benefit to be outline in Letter of Understanding #5.

## **ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES**

### **27.1 Rates of Pay**

Employees shall be paid in accordance with the rates of pay as set out in Appendix 1 and Article 28.

### **27.2 Classification and Salary Assignments**

- (a) When a new or substantially altered classification covered by this Agreement is introduced, the rate of pay shall be subject to negotiations between the Employer and the Union. If the Parties are unable to agree, the matter will be referred to arbitration pursuant to Article 9.
- (b) An employee shall have the right to grieve, through the Union, the classification of the position he occupies if an employee believes that the position he occupies is improperly classified.
- (c) Classification specifications shall be negotiated within six (6) months of the date of ratification of this Agreement. If no agreement is reached the matter may be referred to arbitration by either Party. The current government job classifications shall remain in effect until new specifications are established.

### **27.3 Paydays**

- (a) Employees shall be paid biweekly every second Friday.
- (b) A comprehensive statement detailing all payments, allowances and deductions shall accompany the paycheque for each pay period. The Employer shall provide the Union with a list of all Employer and employee pension contributions and employees' CTO bank per pay period. When possible, the Employer will incorporate all of the above-noted information on each employee's pay statement.
- (c) Where direct deposit is instituted, 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. Where direct deposit is not available, an employee's pay will be delivered in individual sealed envelopes in accordance with (d) below.
- (d) When a payday falls on an employee's rest day the Employer shall issue the paycheque on the last shift worked prior to the payday, provided the cheque is available.

- (e) Employees working shifts shall receive paycheques in accordance with the following:
- (1) *Day Shift* - on the payday;
  - (2) *Afternoon Shift* - coming off the shift prior to the payday;
  - (3) *Night Shift* - coming off the shift the morning of the payday.
- (f) If the paycheque is not available on the payday, the Employer shall arrange for the employee to be provided on the payday with an adequate advance on his salary.

#### 27.4 Substitution Pay

- (a) Where an employee substitutes to a higher paying position, for more than one-half ( $\frac{1}{2}$ ) hour, he shall be paid the higher rate by one-half ( $\frac{1}{2}$ ) day increments, except where the employee is training.
- (b) Substitution to a higher paying position shall be offered to the senior qualified employee in a classification series by assembly point.

#### 27.5 Vehicle Allowance

Where the Employer requires an employee to use his personal vehicle on the Employer's business, he will be paid a vehicle allowance of thirty-four cents (34¢) per kilometre (inclusive of time travelling to and from the employee's residence). Ownership of a vehicle will not be considered a condition of employment.

#### 27.6 Meal Allowance

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. The meal allowance shall be:

	Date of Ratification	October 1, 1997
Breakfast	\$ 8.50	\$ 9.00
Lunch	\$10.65	\$10.75
Dinner	\$18.25	\$18.75

#### 27.7 Abnormal Working Conditions

Premium rates for abnormal working conditions shall be as follows:

- (a) *Danger Pay*

Except for Bridgeman or Bridge Labourers, a premium allowance of sixty cents (60¢) per hour shall be paid in addition to regular rates of pay for employees working on a swing stage, over bridges or stacks, or towers, or over the side of buildings or vessels, such that they are working more than fifty (50) feet/15.24 meters above surrounding terrain. Premium allowance shall apply to actual time while exposed, except that the minimum time shall be one-half ( $\frac{1}{2}$ ) hour.

- (b) *Dirty Money*

A premium allowance of one dollar (\$1) per hour shall be paid in addition to regular rates of pay to employees in trades, helper or apprentice classifications required to work in areas contaminated with sewage and to employees while tree falling, working with raw sewage, sandblasting, fibreglass work or in excessive dust conditions. Premium allowance shall apply to actual time while exposed, except that the minimum time shall be one-half ( $\frac{1}{2}$ ) hour.

(c) A premium allowance of one dollar (\$1) 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.

### **27.8 Accommodation, Board and Lodging**

Employees will be paid accommodation, board and lodging or relocation expenses in accordance with the provisions of Appendix 3 to this Agreement.

### **27.9 Work Time Records**

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

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

### **27.10 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.

### **27.11 Salary Protection and Downward Reclassification of Position**

(a) Effective June 21, 1986 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) Prior to June 21, 1986 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 continue to receive fifty percent (50%) of the negotiated salary increases applicable to the employee's new classification 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.



**27.12 Camp Conditions**

Camp conditions will be maintained to the standards set out in Appendix 4 to this Agreement.

**27.13 Telephone Allowance**

Employees on travel status who are required to obtain overnight accommodation will be entitled to claim for one (1) five (5) minute telephone call within British Columbia, for every night away.

**27.14 Boot Allowance**

The Employer shall pay to each regular employee (and temporary employee who qualifies for benefits) an annual boot allowance. This allowance is to be paid out in a separate cheque on December 1 of each year as follows:

Date of Ratification.....	\$100.00
December 1, 1997.....	\$145.00
December 1, 1998.....	\$200.00
and December 1 of every subsequent year	

**ARTICLE 28 - APPRENTICES****28.1 Administration and Implementation of Apprenticeship Programs**

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

**28.2 Apprentices Attending School as Required by the B.C. 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 Resources Development and shall remit this allowance to the Employer.
- (b) The Employer will advise apprentices when they are eligible for a Ministry of Human Resources Development wage allowance.
- (c) Apprentices will qualify for board and lodging expenses while attending school required by B.C. Ministry of Labour, Skills and Development. Rates will be in accordance with Appendix 3.

**28.3 Apprentices Attending Special Training as Required by Employer**

Where apprentices are required by the Employer to attend specialized training locations, which require them to either relocate or transfer from their seniority block, they shall receive the appropriate allowance as described in Appendix 3 and shall be placed on travel status.

**28.4 Apprentices Moving Expenses**

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

**28.5 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.

**28.6 Apprentices Expenses**

Apprentices will qualify for board and lodging expenses while attending school as required by the appropriate Provincial Ministry. Rates will be in accordance with Appendix 3.

**28.7 Apprenticeship Ratios**

Effective April 1, 1996, the Employer agrees to maintain at least two (2) apprentices throughout the contract area. The apprenticeship program designates shall be established by the Joint Labour/Management Committee after reviewing operational requirements. Notwithstanding the foregoing, this obligation will not require the Employer to hire additional outside employees in the event that there are insufficient internal applicants.

**ARTICLE 29 - UNION/MANAGEMENT COMMITTEE**

(a) The Employer and the Union agree to establish a Union/Management Committee comprised of two (2) Employer and two (2) Union representatives. The Committee shall meet at the request of either Party, at a time and place to be mutually agreed upon but not more than every sixty (60) days, unless mutually agreed between the Parties. The Union representatives shall have the right, at any time, to have the assistance of staff of the Union.

(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 the Agreement, to review trends in training programs for the purpose of evaluating employee needs and to maintain effective Union/Employer relations.

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

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

- (c) This Committee may call upon additional persons for technical information or advice.
- (d) The Committee will be responsible for developing a training program(s) that is designed to enhance the existing skill base of employees while increasing an employee's suitability for promotional opportunities.

## ARTICLE 30 - GENERAL CONDITIONS

### 30.1 Parking

- (a) The Employer and the Union agree that there shall be no change in parking regulations and policies except by mutual agreement of the Parties.
- (b) Any concerns regarding parking will be addressed by the Joint Union/Management Committee.

### 30.2 Tool Allowances

- (a) Other than employees classified as tradesmen, helpers or apprentices, employees will not be required to supply work tools or equipment.
- (b) Subject to Clause 30.2(a) of this Agreement, the employee shall furnish and replenish his inventory of personal hand tools. The Employer shall furnish and maintain all other equipment as he 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) The Employer agrees to pay mechanics up to five hundred dollars (\$500) a year for the pre-approved and receipted purchase of tools which are required for speciality applications on new equipment.

### 30.3 Replacement of Employee's Hand Tools

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

### 30.4 Comprehensive Insurance

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

### 30.5 Indemnity

- (a) *Civil Action* - except where a Joint Union/Management Committee considers that there has been flagrant or wilful negligence on the part of an employee, the Employer agrees not to seek indemnity against the employee whose actions result in a judgment against the Employer. The Employer agrees to pay any judgment against an employee arising out of the performance of his 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 offense resulting directly from the proper performance of his 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 service in the defense of any legal proceedings involving the employee (so long as no conflict of interest arises between the Employer and the employee) or pay the legal fees of counsel chosen by an employee.
- (d) In order that the above provisions shall be binding upon the Employer, the employee shall notify the Employer immediately, in writing, of any incident or course of events which may lead to legal action against him, and the intention or knowledge of such possible legal action is evidenced by any of the following circumstances:
- (1) when the employee is first approached by any person or organization notifying him of intended legal action against him;
  - (2) when the employee himself requires or retains legal counsel in regard to the incident or course of events;
  - (3) where any investigative body or authority first notifies the employee of any investigation or other 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 might be the object of legal action; or
  - (5) when the employee receives notice of any legal proceeding of any nature or kind.
- (e) Where an employee is called before a hearing held under the Canada Shipping Act resulting directly from the proper performance of his duties, the employee shall be reimbursed for reasonable legal fees.
- (f) *Motor Vehicle Violations* - where an employee is charged with a Motor Vehicle violation which does not include flagrant or wilful negligence, the Employer agrees to pay for any fines or costs incurred. An employee shall have the right to appeal to the Labour Management Committee any decision made by the Employer.

### 30.6 Payroll Deductions

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

### 30.7 Political Activity

(a) *Municipal and School Board Offices*

Employees may seek election to municipal and school board offices, provided that:

- (1) the duties of the municipal or school board office other than regular council or board meetings do not impinge on normal working hours;
- (2) there is no conflict of interest between the duties of the municipal or school board office and the duties of the employee.

(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 former position.

### 30.8 Copies of Agreement

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

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

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

COLLECTIVE AGREEMENT  
between the  
VSA HIGHWAY MAINTENANCE LTD.  
(Contract Area 12)  
and the  
B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION  
Effective from October 1, 1999 to September 30, 2003

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

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

### 30.9 Travel Advance

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

### 30.10 Point of Assembly

Every employee will be assigned a regular point of assembly.

### 30.11 Employer Vehicle Use

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

### 30.12 Technical Orders - Tradesmen

Tradesmen will take technical orders only from a supervisor in their own or a related trade, or general management, when supervisors are not available.

### 30.13 Tradesmen Not to Work as Helpers

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

### **30.14 Travel Conditions**

The Employer shall consult with the employee whose duties require him to be absent from his assembly point for temporary periods, and subject to operational requirements, shall allow the employee to travel at a time convenient to the employee, provided that there is no increase in cost to the Employer.

### **30.15 Work Group**

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

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

Should there be work required that results in work jurisdictions for work groups crossing over, it will not cause any loss of pay to a regular employee in the affected seniority block. If auxiliaries are called back to supplement the work force which enables this work to take place, such recall will be from the affected seniority block. This shall only be permitted between April 1 to October 31.

### **30.16 Card Lock**

The Joint Union/Management Committee will, where possible, establish a system whereby employees can purchase fuel (gas, diesel, propane) at Company or reduced prices. Such a system will not include the utilization of on-site Company facilities.

### **30.17 Cost Savings**

The Company will issue employees with identification cards so that employees can purchase oil, parts, tires, Costco memberships, insurance, vehicles and other products at Company prices (where available) as long as such purchases are for personal or family benefit. Employees must not use this benefit for profit or gain. Employees shall be entitled to purchase merchandise through the warehouse.

## **ARTICLE 31 - TEMPORARY EMPLOYEES**

### **31.1 Temporary Employees**

- (a) A temporary employee shall receive a letter of appointment clearly stating his/her employment status and expected duration of employment. A copy of each temporary employment letter will be sent to the Union's Cranbrook office.
- (b) Temporary employees who have worked eighteen hundred and twenty-seven (1827) hours in a fifteen (15) month period shall be entitled to Health and Welfare and Pension benefits following the month in which they attain the required hours. If the temporary employee is laid off, the contributions made by the Employer will cease at the end of the month in which the layoff took place. Temporary employees who opt for coverage will not be entitled to coverage pursuant to Article 31.6.

### **31.2 Seniority**

- (a) Seniority for temporary employees shall be defined as the total number of continuous hours worked with the Government of British Columbia without an interruption immediately prior to the employee commencing work on October 21, 1988, plus accumulated hours of work with Bel Maintenance Inc. and the current Employer.

- (b) (1) For the purpose of layoff and recall, a temporary employee who has worked in excess of thirty (30) days shall accumulate service seniority with the Employer on the basis of:
- (i) all hours worked at the straight-time rate;
  - (ii) designated paid holidays or days off in lieu in accordance with Clause 31.8;
  - (iii) annual vacation in accordance with Clause 31.9;
  - (iv) leave pursuant to Clause 31.7.
- (2) Upon completing thirty (30) workdays as calculated in 31.2(a)(2) above, a temporary employee's seniority shall include the accumulated thirty (30) workdays.
- (3) Subject to Clause 31.3, a temporary employee shall retain his/her service seniority if transferred from one classification series or assembly point to another on a temporary basis. Permanent transfer may only occur with the approval of the Joint Labour/Management Committee.
- (4) For the purpose of layoff and recall, temporary employees who are on a claim recognized by the Workers' Compensation Board or an ICBC claim which arises out of a work-related injury while employed by the Employer, shall earn seniority for all hours the employee would have worked had he/she not been injured and been able to stay on the job.
- (5) A current work unit service seniority list by classification series shall be posted quarterly in each assembly point.
- (6) Seniority for temporary employees shall be defined as the total number of continuous hours worked with the Government of British Columbia without an interruption immediately prior to the employee commencing work for Bel Maintenance Inc. on October 21, 1988 plus accumulated hours of work with Bel as a temporary employee, plus accumulated hours of work with VSA as a temporary employee.
- (7) 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 the Province of B.C. or with a maintenance contractor. Where the service start dates are equal, their relative seniority will be determined by chance as mutually agreed to between the employees and the Union.
- (8) Seniority will not accrue during general leaves of absence in excess of forty-five (45) working days.

### **31.3 Loss of Seniority for a Temporary Employee**

- (a) A temporary employee shall lose his seniority in the event that:
- (1) he is terminated for just cause;
  - (2) he voluntarily terminates or abandons his position for five (5) scheduled working days without notifying the Employer;
  - (3) he is not recalled for a work assignment in a ten (10) month period;
  - (4) he declines three (3) offers of temporary work assignments;
  - (5) he becomes a regular employee.
- (b) A temporary employee on a claim recognized by the Workers' Compensation Board shall be credited with service seniority to what he would have earned had he not been absent and been able to work.

### 31.4 Layoff and Recall

- (a) Layoff of temporary employees shall be by classification series in reverse order of seniority within a seniority block.
- (b) Temporary employees on layoff shall be recalled in order of seniority within a seniority block, provided the temporary employee is qualified to carry out the work which is available.
- (c) Notwithstanding (a) above, temporary employees hired for seasonal work or a term certain shall be laid off upon completion of the season or term and shall be subject to recall procedures in accordance with (b) above.
- (d) Two (2) attempts, at least five (5) minutes apart, will be made to contact temporary employees, with the senior eligible employee called first.
- (e) Temporary employees are responsible for advising the Employer of their work unit/recall section, in writing, of their current phone number, address, etc.
- (f) Where temporary employees are contacted and decline the work offered, such decline will be considered to be a decline for purposes of Clause 31.3(4).
- (g) Temporary employees subject to recall shall lose their service and shall be considered terminated for just cause where they decline work on three (3) separate occasions in the calendar periods between January 1 and June 30 inclusive or July 1 and December 31 inclusive.

It is understood that only one decline may be counted per calendar day and when an employee declines 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) The Employer is not required to recall temporary employees who have already accumulated eighteen hundred and twenty-seven (1827) hours in a twelve (12) month scheduling period.

### 31.5 Application of Agreement

- (a) Any temporary 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.
- (b) Maternity leave for temporary employees with less than eighteen hundred and twenty-seven (1827) hours worked in a fifteen (15) month period shall be in accordance with the Employment Standards Act.

### 31.6 Health and Welfare

In lieu of health and welfare benefits, temporary employees shall receive the following compensation:

October 1, 1996 - eighty cents (80¢) per working hour to a maximum of sixty dollars (\$60) per biweekly pay period.

### 31.7 Weekly Indemnity

- (a) Clause 31.6 will not apply when a temporary employee is receiving benefits under this clause.
- (b) Temporary employees are eligible for weekly indemnity benefits upon accumulation of four hundred (400) hours of temporary seniority. Once established, eligibility for weekly indemnity is retained unless the temporary employee loses temporary seniority. Weekly indemnity benefits are payable for each period of illness up to a maximum of fifteen (15) weeks at sixty percent (60%) of the temporary's normal average earnings. Normal average earnings are calculated by averaging the straight-time hours paid in the six (6) most recent biweekly pay periods in which earnings occurred.



- (c) The benefit waiting period in each case of illness will be fourteen (14) calendar days. This means that benefits will be paid from the fifteenth (15th) day of illness.
- (d) Subject to 31.7(c), full benefits will re-reinstated:
- (1) in the case of new illness, after the temporary employee returns to active employment following the most recent absence due to illness and accumulates one hundred fifty (150) more hours of temporary seniority;
  - (2) in the case of a recurrence of a previous illness, after the temporary employee returns to active employment following the most recent absence due to that illness and accumulates four hundred (400) more hours of temporary seniority.
- (e) The payment of benefits to a person who is laid off or separated prior to termination of his/her illness shall be continued after the layoff or separation until the total number of weeks for which benefits have been paid in respect of that illness is fifteen (15) weeks or the duration of the illness, whichever occurs first, except that benefits will cease on the effective date of a scheduled layoff or separation, if the illness occurs two (2) months (or less) before that layoff or separation, provided that notice of the layoff or separation was given prior to the occurrence of the illness.
- (f) The benefits described in this clause shall not be available to temporary employees whose illness, injury, or personal circumstances may be described by any one of the following conditions:
- (1) who is not under the care of a licensed physician;
  - (2) whose illness is occupational and is covered by Workers' Compensation;
  - (3) whose illness is intentionally self-inflicted;
  - (4) who is pregnant and has a pregnancy-related illness during the period commencing within the tenth (10th) week prior to the expected week of confinement and ending with the sixth (6th) week after the week of confinement; or during any period of formal maternity leave taken by the temporary employee pursuant to the Employment Standards Act or to mutual agreement between the temporary employee and her Employer; or during any period for which the temporary employee is paid Unemployment Insurance maternity benefits;
  - (5) whose illness results from service in the Armed Forces;
  - (6) whose illness results from riots, wars or participation in disorderly conduct;
  - (7) who is ill during a period of paid vacation;
  - (8) whose illness is sustained while he/she is committing a criminal offence;
  - (9) who is engaged in an employment for a wage or profit;
  - (10) who is ill during a strike or lockout at the place where he/she was employed if that illness commences during the strike or lockout;
  - (11) who is serving a prison sentence;
  - (12) who would not be entitled to benefits payable pursuant to Part II of the Unemployment Insurance Act because he/she is not in Canada;
  - (13) who is absent from work because of plastic surgery performed solely for cosmetic purposes except where the need for surgery is attributable to an illness or injury.
- (g) The Parties agree that the complete premium reduction from the Unemployment Insurance Commission accruing through the improved sick leave plan and the weekly indemnity plan will be returned to the Employer. This in exchange for the implementation of the above-mentioned plans.

**31.8 Designated Paid Holidays**

- (a) Temporary employees shall be compensated for the paid holiday who have:
- (1) worked the day before and the day after a paid holiday; or
  - (2) worked fifteen (15) of the previous thirty (30) days; or
  - (3) worked at least one hundred five (105) hours at 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) A temporary employee who is qualified in (a) to receive compensation for the holiday and who is required to work on that day shall be compensated at the same rate as regular employees in the same situation, as outlined in Article 17.

**31.9 Annual Vacation**

- (a) Temporary employees will be entitled to receive vacation pay at the rate of six percent (6%) of their regular earnings. Temporary employees shall receive their earned vacation pay upon termination or calculated up to November 30 and paid before December 31 of the year in which the vacation pay was earned.
- (b) The calendar year in which a temporary employee is converted to regular status will be considered the first partial year of service for purposes of vacation entitlement, and subject to Clause 18.8 any unused vacation entitlement earned during that year will be paid to the employee on the final payday of that year.
- (c) Upon qualifying for vacation leave a temporary employee will be paid any earned vacation pay owing to that date and thereafter will earn vacation leave in accordance with Clause 18.2.
- (d) Vacation leave shall be scheduled in accordance with the provisions of Article 18, except that employees hired for vacation relief or for seasonal operations may be restricted as to the time of year they may schedule vacation.
- (e) Vacation schedules, once approved by the Employer, may be rescheduled if it is displaced by an emergency or because the employee is absent on an approved WCB claim.

**31.10 Probationary Period**

Temporary employees shall serve a probationary period of thirty (30) days worked from date of hire, during which time the Employer shall assess suitability for continued employment.

**31.11 Displacement**

- (a) Within a seniority block, senior temporary employees may opt to displace junior temporary employees who have been recalled if a senior temporary employee is unavailable for recall while on leave of absence without pay with approval in writing.
- (b) Senior temporary employees shall only be eligible to displace junior temporary employees if the displacement occurs immediately following the expiry of the leave(s) referred to in Article 31.11(a) above.
- (c) Where a senior temporary employee has displaced a junior temporary employee pursuant to Article 31.11(a), the displaced temporary worker shall not be entitled to notice of layoff.
- (d) Where a senior temporary employee displaces a junior temporary employee pursuant to Article 31.11(a), and where notice of layoff has been given the Employer shall not be obligated to extend notice of layoff beyond that notice of layoff which has been given.

**ARTICLE 32 - BCGEU PENSION PLAN** (Effective November 1, 1991)**32.1 Establishment of a Plan**

- (a) The Employer and the Union agree to comply with the B.C. Pension Benefits Standards Act.
- (b) The Employer agrees to remain (become) a contributing Employer to the Pension Fund of the BCGEU Pension Plan.
- (c) All regular employees covered by this Agreement shall participate in the BCGEU Pension Plan.
- (d) Upon application, auxiliary employees who qualify pursuant to Article 31.1(b) and "*eligible*" employees who qualify pursuant to Article 32.2 shall participate in the BCGEU Pension Plan.
- (e) Employees who are laid off after qualifying to participate in the Plan and who are recalled to work shall receive all the benefits of the Pension Plan effective the date of recall.

**32.2 Definition of Eligible Employee**

"*Employee*" for the purposes of the BCGEU Pension Plan, and as provided for in the Pension Benefits Standards Act of British Columbia, is eligible having worked at least 350 hours in each of two (2) consecutive fiscal or calendar years and had earnings of not less than 35% of the year's maximum pensionable earnings, as annually determined by Revenue Canada, in each of two (2) consecutive calendar or fiscal years.

**32.3 Contribution Rates**

- (a) The Employer's contribution rate to the Pension Fund shall as per paragraph (b) below. The Employer shall also deduct from each employee's gross monthly earnings five and one-half percent (5½%) and remit that amount together with the Employer's required contribution on behalf of each employee to the Pension Fund, or where entitlement is granted otherwise pursuant to this Agreement.
- (b)
  - (1) Current rate - 7.5% of each employee's gross monthly earnings;
  - (2) Date of ratification - 7.75% of each employees gross monthly earnings;
  - (3) October 1, 1997 - 8% of each member's gross monthly earnings;
  - (4) October 1, 1998 - 8.25% of each member's gross monthly earnings.

**32.4 Definition of Gross Earnings**

Gross earnings, for purposes of this article, unless otherwise specified by the Collective Agreement, is defined as the sum of the wages, vacation pay received in a calendar month, overtime pay, and money paid in lieu of vacation. Other allowances shall also be included in the determination of gross earnings as follows:

- (a) Premiums and allowances;
- (b) Shift differential.

**32.5 Remittance of Contributions**

- (a) All Employer and employee required contributions shall be paid no later than ten (10) days after the end of the payroll period in respect of which the contributions are applicable. The remittance shall be made in accordance with statutory regulations contained in Section 37 of the Pension Benefits Standards Act (RCBC 1991).
- (b) The Pension Remittance Report submitted by the Employer shall be sent on computer disc in ASCII format or compatible language.

### **32.6 Late Remittance**

In the event that contributions are not remitted in the manner provided in Clause 32.5 above, the Employer shall be subject to the following provision. For all funds in arrears, the Employer will remit the appropriate contribution identified in Clause 32.3 above, and the Employer will include a delinquency charge payment of two percent (2%) per month, compounding monthly, on behalf of each individual for whom a remittance is to be made to the Fund. Any month or portion thereof is deemed to be one full month.

The payment of such delinquency charge will be made in a manner prescribed by the B.C. Government and Service Employees' Union or its designate.

### **32.7 Pension Contributions While Ill or Injured**

Where an member becomes disabled and is in receipt of disability income from any Employer-sponsored disability benefit program whether such program is insured or not, that member shall have remitted to the Pension Fund by the Employer the same pension contribution as set out in Article 2.3. Such amount would be based on the disability benefit received.

### **32.8 Discontinuance of Contributions**

In the event that Employer required contributions on behalf of participating employees are discontinued for any reason (i.e. retirement, long term disability, WCB, termination, etc.) the Employer shall notify the local Union Area Office immediately in writing.

## **ARTICLE 33 - TERM OF AGREEMENT**

### **33.1 Duration**

This Agreement shall be binding on the Parties hereto and shall be effective from the date of signing to September 30, 2003.

### **33.2 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 1, 2003 both Parties shall be deemed to have given notice under this section on July 31, 2003.

### **33.3 Commencement of Bargaining**

Where a Party to this Agreement has given notice under Clause 33.2 the Parties shall, within fourteen (14) days after the notice was given, commence collective bargaining.

### **33.4 Change in Agreement**

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

### **33.5 Agreement to Continue in Force**

Both Parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining wherein the Agreement will remain in full force and effect.

### **33.6 Effective Date of Agreement**

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

**33.7 Limitations**

(a) The Parties hereto agree that the operation of Sections 50(2) and 50(3) of the Labour Relations Code of British Columbia is hereby excluded.

**SIGNED ON BEHALF OF THE UNION:**

**SIGNED ON BEHALF OF THE EMPLOYER:**

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

\_\_\_\_\_  
Fred Gilowski, President

\_\_\_\_\_  
Jim Manson, Bargaining Committee Chair

\_\_\_\_\_  
Barry Satchell, Vice-President, Finance

\_\_\_\_\_  
Rob Gibson, Bargaining Committee

\_\_\_\_\_  
Jim Alveberg, Vice-President, Operations

\_\_\_\_\_  
Tom Joy, Bargaining Committee

\_\_\_\_\_  
Bob Harris  
Coordinated Bargaining Representative

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

## APPENDIX #1

## RATES OF PAY

Classification Series	Current	Oct. 1, 2000 2.5%	Oct. 1, 2001 2.5%	Oct. 1, 2002 3%
<b>BRIDGEWORKER SERIES</b>				
Bridgeworker*	21.79	22.33	22.89	23.58
TJ Bridgeworker	24.69	25.31	25.94	26.72
TL Bridgeworker	25.34	25.97	26.62	27.42
TS Bridgeworker	25.99	26.64	27.31	28.12
TSS Bridgeworker	26.68	27.35	28.03	28.87
TA Bridgeworker – per Art. 28.5				
<b>CLERICAL</b>				
Office Assistant/Radio Operator	20.76	21.28	21.81	22.47
Clerk	21.79	22.33	22.89	23.58
<b>MACHINE OPERATOR SERIES</b>				
Flagperson/Labourer	20.76	21.28	21.81	22.47
Machine Operator 3	21.79	22.33	22.89	23.58
Machine Operator 4	22.32	22.88	23.45	24.15
Machine Operator 5	22.89	23.46	24.05	24.77
Machine Operator 7	23.47	24.06	24.66	25.40
Sign Maintenance Person	22.89	23.46	24.05	24.77
Foreman 1	24.07	24.67	25.29	26.05
Foreman 2	24.69	25.31	25.94	26.72
Foreman 3	26.02	26.67	27.34	28.16

\* Persons operating a tandem truck with a wing attachment shall be paid at the MO7 rate of pay.

\*\* Effective the date of ratification (February 25, 1995) a regular position of radio operator shall be created and filled. The person filling this position will be required to perform machine operator duties between April 1 of one year and October 31. Vacation shall be taken with Machine Operator Series. Seniority will accrue in the Clerical Series. This position will revert back to a Machine Operator 3 position when vacated by the incumbent.

The reference to 5 and 6 will be amended by deleting 6

## RATES OF PAY (cont'd)

Classification Series	Current	Oct. 1, 2000 2.5%	Oct. 1, 2001 2.5%	Oct. 1, 2002 3%
<b>MECHANICAL SERIES</b>				
Mechanics Helper	20.76	21.28	21.81	22.47
Mechanic**	23.47	24.06	24.66	25.40
TJ Mechanic	25.34	25.97	26.62	27.42
TL Mechanic	25.99	26.64	27.31	28.12
TS Mechanic	26.68	27.35	28.03	28.87
TSS Mechanic	27.39	28.07	28.78	29.64
TPS Mechanic	28.12	28.82	29.54	30.43
TJ Welder	25.34	25.97	26.62	27.42
TL Welder	25.99	26.64	27.31	28.12
TA Welder - per Art. 28.5				
TA Mechanic - per Art. 28.5				
TJ Autobody	25.34	25.97	26.62	27.42
<b>WAREHOUSING SERIES</b>				
Yardman	20.76	21.28	21.81	22.47
TJ Ind. Warehouse	22.89	23.46	24.05	24.77
TL Ind. Warehouse	23.47	24.06	24.66	25.40
TS Ind. Warehouse	24.07	24.67	25.29	26.05
TA Ind. Warehouse - per Art. 28.5				
TSS Ind. Warehouse				
<b>COOKS</b>				
Cook's Helper	20.76	21.28	21.81	22.47
Cook	21.26	21.79	22.34	23.01

\*\* At present there are two regular employees classified as mechanic. One employee is performing welding duties while the other is performing mechanical duties. When either of these positions become vacant (for whatever reason) it shall be filled by qualified TJ Welder or TJ Mechanic depending upon which position(s) is vacant. The new employee shall be paid the TJ rate and once both positions are filled the "mechanic" classification shall become obsolete

**APPENDIX #2**

**ISOLATION ALLOWANCE**

Isolation allowances will continue to be paid to employees in the following seniority blocks at the rates specified:

**Biweekly**

Trout Lake .....	\$52.90
50 Mile.....	\$60.83

It is understood that when 50 Mile Camp is not fully operational, the Employer will supply transportation from Revelstoke to 50 Mile Camp - return. Between April 1 to October 31, travelling spent travelling one way to camp will be considered time worked and shall be with pay. Employees shall not be entitled to an isolation allowance.



## APPENDIX #3

## BOARD AND LODGING AND RELOCATION EXPENSES

**Definitions**

For the purpose of these regulations:

"*stationary employees*" are employees who occupy positions that require them to: carry out their duties on a day-to-day basis at their headquarters; and/or

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

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

"*headquarters*" is that area within a radius of thirty-two (32) kilometres where employees ordinarily perform their duties.

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

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

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

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

**PART I - BOARD AND LODGING REGULATIONS****1.1 (a) *Travel Status***

Employees who are required to travel away from their permanent headquarters or who opt for (b) or (c) below are entitled to the current rates as follows:

- (1) meal allowances as outlined in Article 27.6; and
- (2) single accommodation reimbursement; and
- (3) where private accommodation is used they will be entitled to \$40.00 per night; and
- (4) \$5.00 incidental for every night away from home.

The above-mentioned employees eligible for travel status shall be provided with an adequate travel advance upon request. The amount of advance will be determined by such factors as time away from headquarters and the frequency of reimbursement.

(b) *Board and Lodging*

Employees assigned to a temporary headquarters and not on travel status shall be entitled to board and lodging supplied by the Employer in either Employer-operated camps or by means of local community services.

(c) *Per Diem Living Allowance*

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

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

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

(3) Where employees are entitled, the per diem living allowance will be thirty-five dollars (\$35) per day for each calendar day in the month. This will be paid via the payroll (subject to income tax) one month in arrears to enable the pay offices to calculate the correct entitlement. This allowance will be paid for the periods employed on the job and will include days of rest, statutory and declared holidays, short term illness and injury absence, approved WCB leave with pay, other approved leave of absence with or without pay for periods up to five (5) days. Without limiting or extending the provisions of this section, the per diem allowances will not be payable during the following periods:

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

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

(5) Where employees have elected the per diem allowance, it is understood and agreed that, in the following situations, fifty percent (50%) of the per diem allowance will be payable where the employee and the Employer mutually agree that it is necessary to

retain employees' accommodation at designated headquarters, and in such cases the Employer's agreement shall not be unreasonably withheld;

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

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

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

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

(d) *Return to Headquarters*

(1) Both Parties recognize the desirability of employees returning from field locations to their headquarters as the case may be for days of rest whenever possible. To this end the Employer shall make every reasonable effort to make transportation available for return to headquarters for rest days. In any event, employees shall be entitled to return to their headquarters for a weekend at the end of a two (2) week period at the Employer's expense.

(2) The Employer shall provide either a vehicle or other form of transportation as required in (1) above. The employees shall be compensated for travel time and approved meal costs while travelling.

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

## 1.2 Moving of Trailers and Household Effects

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

## 1.3 Type of Accommodation

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

## PART II - RELOCATION EXPENSES

### 2.1 Policy

- (a) Relocation expenses will apply to employees who have to move from one headquarters or geographic location to another as a result of exercising rights in Article 13.
- (b) Relocation expenses will not apply, but instead the applicable travelling, living and moving expenses provided under Part I of this Memorandum will apply to apprentice employees where there is a pre-programmed change in their headquarters or seniority block.
- (c) To employees entitled to relocation expenses, the Employer will pay travelling, living and moving expenses on relocation in accordance with the following provisions.

### 2.2 Travel Expenses on Relocation

#### (a) *Initial Trip To Seek New Accommodation*

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

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

#### (b) *Travelling Expenses Moving to New Location*

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

Meals - Adults - full rate

Children 12 and under - one-half (1/2) rate

Motel or Hotel - on production of receipts. Private lodging at old or new location at current rate.

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

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

### **2.3 Living Expenses Upon Relocation at New Location**

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

(a) the Employer shall pay an employee not accompanied by dependents at the new location, a living allowance of twelve dollars (\$12) per day up to a maximum of thirty (30) days; or

(b) the Employer shall pay an employee accompanied by dependents at the new location, a living allowance of fifteen dollars and fifty cents (\$15.50) per day up to a maximum of sixty (60) days.

(c) Where an employee is receiving the payment in (a) above and is later joined by his/her dependents at the new location and the employee is still eligible for payment under this Section, the payment shall be as in (b) above. However, the maximum period of payment under (a) and (b) shall not exceed sixty (60) days.

### **2.4 Moving of Household Effects and Chattels**

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

(a) moving of household effects and chattels up to 8,165 kg. including any item(s) which the contracted mover will accept as part of a load which includes household appliances and furniture, hobbies, boats, outboard motors and pianos;

(b) comprehensive insurance to adequately protect the employee's household effects and chattels during the move up to a maximum of seventy thousand dollars (\$70,000);

(c) where necessary, insured storage up to two (2) months, upon production of receipts;

(d) the packing and unpacking of the employee's household effects and chattels;

(e) when an employee is being relocated and opts to move his/her own household effects and chattels, the employee shall receive one of the following allowances:

(1) three hundred dollars (\$300) for a move not exceeding a distance of two hundred forty (240) kilometres;

(2) six hundred dollars (\$600) for a move which exceeds a distance of two hundred forty (240) kilometres;

(3) one hundred and twenty-five dollars (\$125) where the employee is entitled to receive the amount pursuant to Section 2.7(d).

(f) Where the employee exercises an option pursuant to (e) above then the provisions of (a) and (d) above shall not apply.

### **2.5 Moving of Mobile Homes**

(a) On relocation to areas where permanent housing is not available, an employee who owns a mobile home may opt to have his mobile home moved by the Employer.

(b) Where an employee's mobile home is moved by the Employer under this Section then the Employer shall also arrange and pay for the following:

(1) moving of single wide mobile trailer or home up to the maximum width allowed on the highway with a permit including any skirting, cabanas or attachments. Where mobile homes in excess of the above are involved, the Employer will pay:

-- the equivalent cost of moving a single wide mobile trailer or home up to the maximum width allowed on highways with a permit; or

-- the real estate and legal fees involved in selling the extra wide trailer up to a maximum of thirty-five hundred dollars (\$3500);

(2) comprehensive insurance to adequately protect the employee's household effects, chattels and trailer during the move up to a maximum of seventy thousand dollars (\$70,000);

(3) the setting up and levelling of a mobile home or double wide, at the new location to a maximum of five hundred dollars (\$500) upon production of receipts;

(4) the packing and unpacking of the employee's household effects and chattels if required.

(c) Where an employee is living in a mobile home and chooses to move the mobile home to the new headquarters area, the employee shall be entitled to reimbursement for costs covered in (b) above up to a maximum of four thousand dollars (\$4000) upon production of receipts.

## **2.6 Moving of Personal Vehicles Upon Relocation**

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

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

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

## **2.7 Incidental Expenses on Relocation**

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

- (a) when an employee purchases a private dwelling house in the new location -- \$425;
- (b) when the employee is moving to rental accommodation in the new location -- \$175;
- (c) when an employee is moving with a mobile home -- \$125;
- (d) when the employee is moving to room and board -- \$75.

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

## **2.8 Notice to Employee Upon Relocation**

It is understood and agreed that the Employer will provide employees with reasonable notice of the relocation effective date, and wherever possible, at least one (1) month's notice shall be given. Where

less than one (1) month's notice is given, or the relocation date is altered either earlier or later than the relocation effective date given which directly results in duplication of rent costs to the employee, then the Employer agrees to reimburse the employee, upon production of receipts, for the duplicate rent payments at the new location.

## **2.9 Requested Relocation by Employee**

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

## **2.10 Real Estate and Legal Fees**

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

- (a) Reimbursement of fees to a maximum of four thousand and five hundred dollars (\$4,500) charged by a real estate agency for the selling of the employee's private dwelling in which he/she resided immediately prior to relocation.
- (b) An employee who has sold his/her own home without the aid of a realtor shall be entitled to claim seven hundred and fifty dollars (\$750).
- (c) Allowance for legal fees encumbered upon the employee because of the purchase of his/her private dwelling house in which he/she lives after relocation will be paid in accordance with the following:
  - one percent (1%) of the first eighty thousand dollars (\$80,000) of the purchase price;
  - one-half ( $\frac{1}{2}$ ) of one percent (1%) of any amount of the purchase price above eighty thousand dollars (\$80,000);
  - the total cost to the Employer under part (c) shall not exceed one thousand dollars (\$1,000).
- (d) Where an employee purchases a reasonable amount of property, secures a joint mortgage (land and private dwelling) and begins construction within six (6) months of relocation (i.e., foundation poured), he/she shall be entitled to reimbursement of legal fees not to exceed the amount specified in (c) above. In these circumstances, the reimbursement shall be for one transaction only.
- (e) The employee may only claim legal fee reimbursement in either (c) or (d) above, not both.

**APPENDIX #4****MINIMUM ACCOMMODATION STANDARDS FOR CAMPS****I. Application**

- (a) The following conditions shall apply to camps operated by the Employer provided:
  - (1) It is understood that the standards shall apply only to camps established to serve solely as living accommodation for employees.
  - (2) The standards will not apply to relocatable non-permanent structures (i.e. trailer units) which are temporarily moved on to the site of a permanent camp unless same are occupied continuously for more than one year.
  - (3) The standards do not apply in any way to employees who reside at a camp location in their own accommodation.
- (b) It is understood that the Employer may exceed the stated standards/specifications.
- (c) Current camps are specified as:
  - Trout Lake
  - 50 Mile

**II. Statutory Requirements**

The Employer shall abide by current applicable Statutes, Codes or concomitant Regulations regulating building construction and operation of camp facilities.

**III. Residential Room Construction**

- (a) Rooms shall be not less than 7.43 square metres (80 sq. ft.) of floor space.
- (b) The floor shall be covered with a suitable flooring material such as tile, lino or carpet.
- (c) The room including interior walls, shall be properly insulated.
- (d) Closets and storage shelving will be located in such a manner to provide additional soundproofing between the rooms.
- (e) Each room shall be fully enclosed with a solid core door complete with a keyed deadbolt lock.
- (f) There shall be a window in each room fitted with a thermal or storm window and screen, and equipped with lined drapes.
- (g) The Employer shall provide a TV, satellite dish and a VCR for use by camp residents. The Employer agrees to maintain all equipment in good working order.

**IV. Residential Room Furnishings and Fixtures**

The following furnishings or fixtures shall be supplied to each room:

- (a) a clothes closet with minimum dimensions of 406 mm (16") deep outside dimension, 1828 (6') in length and floor to ceiling, complete with hat shelf, clothes hanger rod and shelving, and two sliding doors on track. Closet doors to be fitted with hasp and staple;
- (b) a single commercial type bed of box spring and mattress construction. The bed shall not be less than 1900 mm by 914 mm (6'6" x 3'0");
- (c) a table equipped with a drawer;



- (d) a radio shelf;
- (e) a wastebasket;
- (f) a padded chair;
- (g) at least three coat hooks on interior walls;
- (h) a mirror;
- (i) a towel rack, glass and glass holder;
- (j) a ceiling light with a wall switch, a bed light and one duplex receptacle.

#### **V. Bedding**

Each new occupant upon his or her arrival shall be supplied with clean bed clothing to include mattress cover, one pillow, two blankets, a bed cover and laundered sheets and pillowcase. Laundered sheets and pillowcase to be provided weekly.

No employee shall be permitted to use his/her own blankets while staying in a bunkhouse.

#### **VI. Room Heating**

- (a) The heating system shall be sufficient to ensure that rooms may be heated at a minimum temperature of 20°C (68°F).
- (b) Where B.C. Hydro service is supplied, individual room thermostats will be installed.

#### **VII. Bunkhouse Construction, Fixture and Furnishings**

- (a) Camp facilities shall be designed to provide appropriate separate facilities for men and women.
- (b) Corridors to be enclosed and heated. The floors shall be covered with material to deaden noise (e.g., rubber or carpet).
- (c) Exterior doors shall be weather-proofed and fitted with automatic door closers. All entrances shall be designed so as to protect the door area from weather conditions.
- (d)
  - (1) Washroom facilities shall have mirrors, paper towels and soap dispensers installed and supplied.
  - (2) Each shower unit shall be equipped with a scald-proof shower and shower bench.
  - (3) The shower dressing area floor shall be of slip proof material consistent with hygienic standards or equipped with duckboard(s).
- (e) A washer, dryer and wash tub shall be supplied for each twenty (20) employees, or part thereof, permanently headquartered at the camp. Notwithstanding the foregoing, where it is expected that more than twenty (20) employees in total will reside at a camp in excess of thirty (30) days continuously, then the above referenced ratio will apply.
- (f) Where drying facilities are not provided at the worksite (i.e. the maintenance yard) then a heated dry room complete with extraction fan for the purpose of daily drying of outer clothing shall be made available in the living accommodation. The same to be equipped with racks and clothes hanger. The dry room door to be fitted with an automatic door closer.
- (g) A recreation space, suitably furnished given size and service, within the camp complex shall contain the following:
  - (1) a 26" colour television;
  - (2) a dart board.

- (h) Where TV reception is not available, the Employer shall provide a VCR for use by camp residents.
- (i) Where public telephone facilities are not readily available for personal use an employee may request use of the Employer's telephone at the employee's expense. Such request shall not be unreasonably denied.
- (j) Where radio reception is not available and where the installation of a standard radio antenna would allow for radio reception, then the Employer shall install same.

#### **VIII. Maintenance**

The repair of camp facilities and the provision of janitorial services shall be the responsibility of the Employer.

#### **IX. Health and Safety**

- (a) Employees permanent headquartered at a camp shall receive instruction as to the proper use of fire extinguishers and other fire fighting equipment supplied and shall be made familiar with evacuation procedures. It is understood that the instruction referred to above may occur in conjunction with the maintenance/servicing schedule of extinguishers.
- (b) Flammable liquids (e.g. gasoline) and corrosive materials (e.g., sulphuric acid) or similar volatile/dangerous substances shall not be stored in buildings where employees reside. This provision does not apply to common household substances such as bleach, cleaners, etc.

#### **X. General**

An employee staying at a permanent camp will not be required to share a room with other employees except under unusual circumstances, such as where sufficient accommodation is not available.

#### **XI. Posting**

These standards shall be posted in each bunkhouse where employees reside.

#### **XII. Dispute Resolution Procedure**

In order that any disputes with respect to camp standards, as defined in this documents, are resolved in a timely and efficient manner, the following procedure shall apply. No grievance concerning a dispute with respect to this document under Article 8 of the Collective Agreement may be lodged prior to this procedure being exhausted. Should a grievance be filed prior to this procedure being exhausted, such grievance will deemed to have been abandoned.

- (a) An employee shall inform his/her supervisor, in writing, of an alleged deficiency at his/her first opportunity.
- (b) The supervisor shall investigate the matter and advise the employee within five days as to the action taken or proposed.
- (c) In the event there remains a dispute after completion of Step 2 above, the employee shall inform the General Manager or his designate who shall report back to the employee within fourteen days with respect to action taken or proposed.
- (d) In the event there remains a dispute after completion of Step 3 above, the employee may lodge a grievance, pursuant to Article 8, directly at Step 2.
- (e) The time limits referred to above may be extended by mutual agreement.

**APPENDIX #5**

**ARBITRATOR'S AGREEMENT**

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

\_\_\_\_\_  
Signature

**LETTER OF UNDERSTANDING #1**

**EXCLUSIONS**

The Union hereby agrees to exclude from the bargaining unit:

1. Vice President Operations - Jim Alveberg
2. All Head Office staff
3. General Manager - Kem Scatchard
4. Quality Control/Area Manager - (1)
5. Area Managers (2)
6. Mechanical Manager (1)
7. Road and Bridge Engineer - Russ Crawford

Note: Head Office Staff will not act in a supervisory capacity. The names attached beside each position are for information only and may change at the Employer's discretion.

**LETTER OF UNDERSTANDING #2**

**WAR SERVICE AND VACATION ENTITLEMENT**

War Service with the Active Forces of the Crown during any war may be counted in the calculation for vacation leave entitlement after the employee has completed one (1) year's service.

This provision will apply solely to those who served as members of the Commonwealth Forces.

The recognized dates of duration of the following wars are:

World War II - September 2, 1939 to June 30, 1947

Korean Conflict - August 7, 1950 to July 27, 1953

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

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

**LETTER OF UNDERSTANDING #3****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 is by law required to have specialized skills, abilities and knowledge to carry out the duties and responsibilities of his 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 driver's license suspended for one year or less.
1. The employee will retain his regular position on the work force and shall be engaged in non-operator duties in which he is qualified. He 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 of his 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 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 driver's license suspended for more than one 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 initial probationary period (new employee), driver's license suspension will result in the recommendation being made for his rejection.

**LETTER OF UNDERSTANDING #4**  
**EMPLOYEE ASSISTANCE PROGRAM**

The Employer agrees to pay 100% of the cost of "*Fee For Service*" Employee Assistance Program. It is understood the following will apply:

- (a) Total cost will not exceed \$2,200 per year.
- (b) Personal counselling services will be provided for employees and their families.
- (c) The Joint Committee will select a counselling service.
- (d) The Program will be confidential and bills will be sent by the selected counselling service to VSA Highway Maintenance Ltd.
- (e) Counselling visits will be limited to a maximum of four (4) per client.

**LETTER OF UNDERSTANDING #5**

**GUIDELINES FOR ARTICLE 26.3**

1. VSA Highway Maintenance will pay directly.
2. Each employee currently receiving benefits or a member of his/her immediate family will be entitled to claim a maximum of \$2000 per contract year, per family for medical reasons or dental surgery.
3. Regardless of the number of claims submitted VSA is only obliged to pay up to a maximum of \$10,000 per contract year for medical expenses and or dental surgery. Any unused monies in the \$10,000 pool will not be carried over to the next contract year, instead the year will commence with a new \$10,000 limit.
4. In order for claimants to be eligible for expense payment, they must be able to show that the treatment was initiated as a result of a medical referral by a qualified practitioner, or dentist.
5. Employees on LTD will not be eligible for expenses. However members of the immediate family will be eligible.
6. Effective the date of signing, all expenses incurred since October 22, 1994 must be submitted within sixty (60) calendar days or else claims may be denied.
7. Expenses incurred after the date of signing must be submitted within sixty (60) calendar days of the date the expenses were incurred or else claims may be denied.
8. Mileage, meals, private accommodation and other subsistence expenses will be paid as per the Collective Agreement.
9. All receipts for accommodation, public transit, and parking are to be submitted. If receipts are not provided the Employer reserves the right to withhold payments for those expenses not receipted.
10. Copies of submitted claims and amounts paid will be given to members at the Labour Management Committee.
11. The Employer will ensure that claims are paid within thirty (30) calendar days of receipt.



**LETTER OF UNDERSTANDING #6**  
**EMPLOYEE EQUIPMENT AND CLOTHING**

1. Coveralls - individual issue as follows:
  - (a) Machine Operator series - maximum of 2 pair per week.
  - (b) Mechanical Series - maximum of 3 pair per week.
  - (c) Bridgeworker Series - maximum of 2 pair per week.
  - (d) Between November 1 of one year and March 31 of the succeeding year, one of the above mentioned pair shall be insulated overalls. (This shall be available to flagpersons and employees in the mechanical series.)
2. Individual issue welder's leather jackets and aprons where appropriate.
3. Plant issue rubber boots, aprons, gloves, and goggles where appropriate when employees are cleaning or washing machinery or equipment.
4. Work gloves where appropriate.
5. Smocks, aprons, laboratory coats where the employee's clothes may be soiled due to the work situation.
6. Where work is to be performed in inclement weather, the necessary rainwear, parkas, and gloves shall also be made available.
7. Disposable gloves and coveralls, for dead animal removal.

**LETTER OF UNDERSTANDING #7**

**TRAINING**

- A. Training as referred to in Article 19 shall include but not be restricted to defensive driving, air brake certification and refresher, upgrading, wheel changing, oxy-acetylene cutting, plow adjustments and WHMIS.
- B. The Employer shall ensure there is at least one permanent driver trainer in Golden and one in Revelstoke. The driver trainer shall not receive the fifteen dollars (\$15) per day as referenced in Article 19.8 but instead shall be paid one hundred dollars (\$100) per month, in addition to their current wage.

**LETTER OF UNDERSTANDING #8**

**SENIORITY BLOCKS**

Revelstoke: North to Mars Bridge Landmark #41980  
South to Shelter Bay  
West to Perry River  
East to MacDonald Shed Turnaround

50 Mile Camp: North to backside of Mica Dam Hill  
South to Mars Bridge Landmark #41980

Trout Lake: Gerrard to Albert Point, including roads to Ferguson, Beaton and Galina Bay

Golden: East to Yoho Park Boundary  
West to Glacier Park Boundary  
South to Brisco, including Westside Road to Twin Lakes

**LETTER OF UNDERSTANDING #9**

**TRANSFER OF MECHANIC POSITION AND HIRING OBLIGATION  
RE: FIFTY MILE CAMP AND TROUT LAKE CAMP**

- A. The Employer and Union agree to move the position of regular TL Mechanic in Trout Lake to Revelstoke and reclassify as TJ Mechanic. This transfer will become effective November 1, 1995.
- B. A temporary TL Mechanic must be hired in both Trout Lake and Fifty Mile Camp for the winter season. These employees will work a minimum of 35 hours each week commencing when camp opens and finishing when camp closes, unless extended by mutual agreement.
- C. It is agreed that employees in other classifications will not perform the duties of Mechanic or Welder.

**LETTER OF UNDERSTANDING #10  
between  
VSA HIGHWAY MAINTENANCE LTD.  
and the  
B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION  
  
ROAD FOREMAN 3**

Employees performing work at the RF3 level are generally considered non-working foremen, however it is agreed that they may perform the work of lower classifications on an infrequent basis as long as such work is for short periods of time, and does not negatively effect recall, substitution or overtime opportunities. (e.g. 5-10 minutes at a time performing tasks which include but are not limited to the following: loading a truck, clearing fuel pumps, weather date collection, etc.)

Notwithstanding the foregoing, and with the understanding that the supervisory functions take precedence, the Road Foreman 3 at Trout Lake and Fifty Mile Camp may, at their own discretion, perform bargaining unit work when their supervisory functions permit.

**SIGNED ON BEHALF OF THE UNION:**

**SIGNED ON BEHALF OF THE EMPLOYER:**

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

\_\_\_\_\_  
Fred Gilowski, President

\_\_\_\_\_  
Jim Manson, Bargaining Committee Chair

\_\_\_\_\_  
Barry Satchell, Vice-President, Finance

\_\_\_\_\_  
Rob Gibson, Bargaining Committee

\_\_\_\_\_  
Jim Alveberg, Vice-President, Operations

\_\_\_\_\_  
Tom Joy, Bargaining Committee

\_\_\_\_\_  
Bob Harris  
Coordinated Bargaining Representative

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**MEMORANDUM OF AGREEMENT #1**

**RE: MODIFIED SUCCESSORSHIP**

BETWEEN:

VSA Highway Maintenance  
(the Employer)

AND:

B.C. Government and Service Employee's Union  
(the Union)

WHEREAS the Employer has a highway maintenance contract with the Province of British Columbia to provide road and bridge maintenance services in Service Area 12; 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 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 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 the 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 highway maintenance contract, unless otherwise agreed by the Parties.
9. Where the Employer and the Union have been unable to conclude all outstanding grievances sixty (60) days before the termination of the highways maintenance contract, the Province of British Columbia shall be advised of the monetary value of each outstanding grievance. The monetary value should be established by mutual agreement between the Employer and the Union and confirmed in writing by the Parties to the Province of British Columbia. Failing mutual agreement on the monetary value of each outstanding grievance, the arbitrator assigned to arbitrate the outstanding grievance(s) shall establish the monetary value of the outstanding grievance(s). If no arbitrator has been appointed by the Parties, this matter shall be referred to a Settlement Officer pursuant to Section 87 of the Labour Relations Code for resolution. Grievances that arise subsequent to the above period shall also have a monetary value established and notification provided to the Province of British Columbia.

The Province of British Columbia shall withhold an amount equal to ten (10%) percent from the final highways maintenance contract payment to address outstanding issues arising from this provision, unless the Union and 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. 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 Highway maintenance contract.

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 an employee(s) from exercising any rights provided under the Labour Relations Code or future labour legislation.

**SIGNED ON BEHALF OF THE UNION:**

**SIGNED ON BEHALF OF THE EMPLOYER:**

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

\_\_\_\_\_  
Fred Gilowski, President

\_\_\_\_\_  
Jim Manson, Bargaining Committee Chair

\_\_\_\_\_  
Barry Satchell, Vice-President, Finance

\_\_\_\_\_  
Rob Gibson, Bargaining Committee

\_\_\_\_\_  
Jim Alveberg, Vice-President, Operations

\_\_\_\_\_  
Tom Joy, Bargaining Committee

\_\_\_\_\_  
Bob Harris  
Coordinated Bargaining Representative

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.



**MEMORANDUM OF UNDERSTANDING #1**

**EXTENDED HEALTH, DENTAL AND LONG TERM DISABILITY CLAIMS**

Within thirty (30) days of ratification, the employer will arrange for a meeting with representatives of the union and the extended care, dental and LTD carriers to review and discuss any issues of concern to the employees regarding the payment of extended health and dental claims or the approval of LTD claims, including the creation of a Claims Review Committee for disputed LTD Claims.

**SIGNED ON BEHALF OF THE UNION:**

**SIGNED ON BEHALF OF THE EMPLOYER:**

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

\_\_\_\_\_  
Fred Gilowski, President

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Jim Manson, Bargaining Committee Chair

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Barry Satchell, Vice-President, Finance

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Rob Gibson, Bargaining Committee

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Jim Alveberg, Vice-President, Operations

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Tom Joy, Bargaining Committee

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Bob Harris  
Coordinated Bargaining Representative

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.