

COLLECTIVE AGREEMENT

between the

**ARGO ROAD MAINTENANCE INC.
(Contract Area 18)**

and the

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

Effective from October 28, 1999 to October 27, 2003

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DEFINITIONS

For the purpose of this agreement:

- (1) *"bargaining unit"* - means all employees of Argo Road Maintenance Inc., except those employees in positions mutually agreed to between the Parties as managerial and/or confidential exclusions.
- (2) *"basic pay"* - means the rate of pay negotiated by the Parties to this Agreement, including add-to-pay resulting from salary protection.
- (3) *"classification"* - any job title in Appendix 1.
- (4) *"classification series"* - as defined in Appendix 1.
- (5) *"day of rest"* - in relation to an employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties of his/her position. This does not include employees on leave of absence.
- (6) *"demotion"* - means a change from an employee's position to one with a lower salary.
- (7) *"emergency"* - means a sudden unexpected, unusual or unforeseen situation or occurrence that requires immediate action be taken.
- (8) *"employee"* - means member of the bargaining unit and includes:
 - (a) *"regular full-time"* - meaning an employee who is employed for work which is of a continuous nature, and who holds a posted position.
 - (b) *"regular part-time"* - meaning an employee who is employed for work which is of a continuous part-time nature and who holds a posted position.
 - (c) *"part-time"* - an employee who works on an as and when required basis and who does not hold a posted position.
 - (d) *"employee"* does not include students employed for specific student employment programs.
- (9) *"Employer"* - means the current maintenance contractor (Argo Road Maintenance Inc.).
- (10) *"General Manager"* - means the General Manager of Argo Road Maintenance Inc.
- (11) *"headquarters or geographic location"*: - is that area within a radius of thirty-two (32) kilometres of where an employee ordinarily performs his/her duties.
- (12) *"holiday"* - means the 24-hour period commencing at 0001 hours of a day designated as a paid holiday in this Agreement.
- (13) *"hours of operation"* - are the hours established by the Employer to provide adequate service to the public and to fulfil the functions of the work unit.
- (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"* - refers to the movement of an employee from one position to another which does not constitute a demotion or promotion.
- (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. Should work become available, employees will be recalled in accordance with Article 13 and 30;
- (17) *"leave of absence with pay"* - means to be absent from duty with permission and with pay;
- (18) *"leave of absence without pay"* - means to be absent from duty with permission but without pay;
- (19) *"merit"* - means the level of education, skills, knowledge and experience required to carry out the duties of any position;
- (20) *"probation"* - for an employee means the first thirty (30) work days or two hundred and ten (210) straight-time hours of employment in his/her initial position.
- (21) *"promotion"* - means a change from an employee's position to one with a higher salary;
- (22) *"relocation"* - refers to the movement of an employee from one geographic location to another;
- (23) *"resignation"* - means a voluntary notice by the employee that he/she is terminating his/her service on the date specified;
- (24) *"rest period"* - is a paid interval which is included in the workday and is intended to give the employee an opportunity to have refreshments or a rest;
- (25) *"seniority block"* - means a defined geographical area in which an employee earns and maintains seniority;
- (26) *"spouse"* - includes husband, wife and common-law-spouse.
- (27) *"standby"* - means a period of time during which employees are required to be available for work and restricts off-duty activity;
- (28) *"shift"* - means the period of scheduled straight-time working hours on a scheduled work day where the hours scheduled are consecutive except for the meal period;
- (29) *"technological changes"* - means:
- (a) the introduction by the Employer into its work, undertaking, or business of equipment of a different nature or kind than that previously used by the Employer in that work, undertaking, or business; or
 - (b) a change in the manner, method or procedure in which the Employer carries on its work, undertaking, or business that is directly related to the introduction of that equipment or material, that significantly decreases the number of employees, but does not include normal layoffs resulting from a decrease in the amount of work to be done.
- (30) *"termination"* - is the separation of an employee from Argo Road Maintenance Inc. for cause pursuant to Articles 10, 11 and 30;

(31) *"travel status"* - with respect to an employee means absence of the employee from his/her headquarters or geographic location on Employers business with the approval of the Employer, but travel status does not apply to employees temporarily assigned to a position outside of their headquarters or geographic location;

(32) *"umpire"* - means Expedited Arbitration as referenced in Article 9.7;

(33) *"Union"* - means the British Columbia and Service Employees' Union;

(34) *"workday"* - is a period of twenty-four (24) consecutive hours commencing with the starting time of any shift.

(35) *"work group"* - means a crew or number of crews which work from a common point of assembly and perform work of a similar nature in a defined seniority block. Where more than one (1) work group works from a common point of assembly the work groups will be defined by the Employer.

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

(37) *"service area"* - means the geographic maintenance area as negotiated between the Employer and the Province of BC

ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

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

1.2 Future Legislation

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

1.3 Conflict with Policy

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

1.4 Singular and Plural/Gender

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

1.5 Human Rights 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

The bargaining unit shall comprise all employees of the Employer, except those employees in positions mutually agreed to between the Parties or those positions excluded under the Labour Relations Code.

Positions excluded by this agreement shall be as described in Appendix 5 "*Excluded Personnel*".

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 by the Labour Relations Board.

2.2 Bargaining Agent Recognition

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

2.4 No Other Agreement

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

2.5 No Discrimination for Union Activity

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

2.6 Recognition and Rights of Stewards

- (a) The Employer recognizes the Union's right to elect/appoint stewards to represent employees. The Employer and the Union will agree on the number of stewards, taking into account both operational and geographic considerations.
- (b) Stewards will not be required to attend at the worksite to perform steward duties on days of rest or outside their regularly scheduled hours of work.
- (c) A steward, or his/her alternate, shall obtain the permission of his/her immediate Supervisor before leaving his/her work to perform his/her duties as a steward. Leave for this purpose shall be with pay. Such permission shall not be unreasonably withheld. On resuming his/her normal duties, the steward shall notify his/her supervisor.

- (d) The duties of stewards shall include:
- (1) investigation of complaints;
 - (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.
- (e) Subject to a recognized lack of other facilities, the Employer will not unreasonably withhold approval to utilize Employer assembly rooms for the purpose of the election of a Union steward on the employees' time. This article is subject to the availability of a suitable employee who shall accept responsibility for the care of equipment and facilities in the place of work while the election is being conducted.

2.7 Union Bulletin Boards

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

2.10 Time Off For Union Business

- (a) *Without Pay* - leave of absence without pay and without loss of seniority will be granted:
- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
 - (2) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their general work area;
 - (3) for employees who are representatives of the Union on a bargaining committee to attend meetings of the bargaining committee;

(4) to employees called by the Union to appear as witnesses before an arbitration board, or the Labour Relations Board;

(5) to employees designated to sit as an observer on a selection panel in accordance with Clause 12.1.

(b) *With Pay* - leave of absence with basic pay, substitution pay where applicable, and without loss of seniority will be granted to three (3) employees who are representatives of the Union on the Union's bargaining committee to carry on negotiations with the Employer.

(c) To facilitate the administration of this clause when leave without pay is granted, the leave shall be given with basic pay, substitution pay where applicable, and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred. Leave of absence granted under this clause shall include sufficient travel time. The Union shall provide the Employer with reasonable notice prior to the commencement of leave under this clause. It is understood that employees granted leave of absence pursuant to this clause shall receive their current rates of pay while on leave of absence with pay. The Employer agrees that any of the above leaves of absences shall not be unreasonably withheld.

(d) *Chief steward*: Leave of absence with current pay, benefits and without loss of seniority will be granted to one (1) chief steward for up to a combined maximum total of three (3) days per year to deal with Collective Agreement related problems on the worksites within the Service Area. Further leaves will be granted as required per Clause 2.10(a)(2).

2.11 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 the Union will agree to provide services of an emergency nature.

2.12 Union Bargaining Committee

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

2.13 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 employee's own time. Union representatives shall be allowed reasonable use of the Employer's telephone and incidental use of the photocopier and facsimile machines for the purpose of conducting Union business on the employee's own time.

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.

ARTICLE 4 - CHECKOFF 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 constitution and (or) bylaws and owing by the employee to the Union.

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

(d) All deductions shall be remitted to the President of the Union not later than twenty-eight (28) days after the date of deduction and the Employer shall also provide the following information by contract area on a computer disc:

- Social Insurance Number;
- Surname and First Name;
- Job Classification;
- Sex;
- Address;
- 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

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 Checkoff. 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'S RIGHTS

6.1 Employer Recognition

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

6.2 Bargaining Unit Work

- (a) Management exclusions shall not perform bargaining unit work except in the following circumstances: in an emergency circumstance where bargaining unit personnel are not immediately available and for training and instruction over and above machine operator training.
- (b) It is not the general policy or practice of the Employer to have Foremen perform work normally done by the Non-Foremen members, except in the case of working level Foremen whose normal duties include such work and in urgent operational requirements.

ARTICLE 7 - EMPLOYER-UNION RELATIONS

7.1 Union and Employer Representation

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

7.2 Technical Information

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

7.3 Labour/Management Committee

- (a) The Employer and the Union agree to establish a Labour/Management Committee comprised of an equal number of Employer and Union representatives not to exceed three (3) per Party. The Committee shall meet at the request of either Party, but not less than every two (2) months, at a place and time to be mutually agreed. This committee may call upon additional persons for technical information or advice.
- (b) The Committee shall be chaired alternately by the Employer and Union representatives. The purpose of the meetings shall be to exchange information of mutual interest, to review administrative matters arising from this Agreement, and to maintain effective Union/Employer relations. Any

discussions of grievances, as defined by this Agreement, shall be treated strictly on a "*without prejudice*" basis.

ARTICLE 8 - GRIEVANCES

8.1 Grievances

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

8.2 Step 1

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

8.3 Step 2

The Employer's designate shall meet 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 alleged violation of an Article of this Agreement, within thirty (30) 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 Step 2 or arbitration within twenty-one (21) days of the suspension or dismissal.

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 Step 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 transmission must be confirmed by the appropriate office in which they are received.

8.9 Technical Objections

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

8.10 Deviation From Grievance Procedure

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

ARTICLE 9 - ARBITRATION

9.1 Notification

Pursuant to 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:

- Vince Ready
- Stephen Kelleher
- Judi Korbin

- Ron Keras
- Richard Longpre
- Robert Blasina

The arbitrator shall be selected on 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 shall render a written decision to the Parties within thirty (30) calendar days of the date the arbitration hearing is concluded. This time period may be altered by consent of the Parties. Pursuant to this clause, an arbitrator shall agree to the terms and conditions as set out in Appendix 3 - 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) If the Parties cannot reach agreement on a settlement and if the grievance is not the nature of:

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

(b) Then the Parties may, by mutual agreement, submit the grievance to expedited arbitration.

(1) The following persons are named as Expedited Arbitrators and shall be appointed on a rotational basis, depending on availability, to hear cases, referred under this process.

- Vince Ready
- Stephen Kelleher
- Judi Korbin
- Ron Keras
- Richard Longpre
- Robert Blasina

(2) If these named arbitrators are not available when required an alternate Arbitrator may be appointed by agreement of the Parties.

(3) The Parties will agree to location of hearings and wherever possible to be held at the nearest city to where the grievance arose.

(4) Grievance shall be presented by a designated representative of the Union and a designated representative of the Company who will not be an outside lawyer.

- (5) All presentations are to be short and concise with:
 - (i) comprehensive opening statement dealing with the facts and provisions of the Collective Agreement upon which reliance is placed.
 - (ii) limited use of precedential authorities.
 - (iii) Parties endeavouring to conclude cases within one (1) working day.
 - (6) Nothing in the foregoing limits either Party from introducing all the evidence they believe relevant to their case.
- (c) Decision will be:
- (1) Rendered verbally to Parties within three (3) working days of the hearing.
 - (2) Confirmed in writing within two (2) calendar weeks of the hearing.
 - (3) The written decision shall set forth a brief explanation of the facts and the terms of the agreement/law relied upon for the decision.
 - (4) Without precedent or prejudice to future proceedings.
 - (5) Binding to both Parties.
 - (6) Consistent with the terms of the agreement.
- (d) Fees and expenses of the Arbitrators shall be shared equally by the Parties.

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

- (1) A brief of pertinent documents will be jointly presented to the Chairman.
- (2) If possible, a statement of agreed to facts will be jointly presented to the Chairman.
- (3) Responses to opening statements will cover any facts which are in dispute and any additional facts available.
- (4) The hearing will be conducted in an informal manner with limited objections by the Parties and without concern for procedural irregularities.
- (5) Hearsay evidence and extrinsic evidence will be allowed to be entered without objection from the opposing Party and given the appropriate weight by the Chairman.
- (6) Witnesses will only be used to enter evidence relative to facts in dispute or for expert explanations and their testimony will be guided to the issues of fact.
- (7) Argument will be presented only to points in issue.
- (8) Mediation of the issue by the Chairman will be permitted if the Parties both agree, but the Parties must have authority to settle the issue at the table.
- (9) The Parties shall equally share the cost of the fees and expenses of the arbitrator and hearing rooms.

9.7 Amending Time Limits

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

ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE

10.1 Burden of Proof

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

10.2 Right to Steward

- (a) An employee will be advised, in advance of the subject or purpose of any meeting with the Employer which may be the basis of disciplinary action in order for the employee to contact a steward and have the steward present.
- (b) A steward will be advised, in advance of the subject or purpose of any meeting with the Employer which may be the basis of disciplinary action against the steward in order for the steward to contact a Union representative and have the Union representative present.
- (c) An employee shall have the right to have his/her steward present at any discussion with supervisory personnel, which the employee feels may result in discipline.

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 and Discharge

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

10.5 Probationary Period

Each new employee shall serve a probationary period of forty-five (45) working days from date of hire during which time the Employer shall assess suitability for continued employment.

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.

Where an employee feels he/she has been aggrieved by the decision of the Employer to reject the employee during the probationary period, the Union 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 eighteen (18) months from the date it was issued, provided there are no further infractions.

10.7 Abandonment of Position

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

ARTICLE 11 - SENIORITY

11.1 Seniority Defined

- (a) Service seniority for regular full-time and regular part-time employees shall be defined as the length of service with the Employer, and shall include unbroken service seniority, as a regular, accrued with the Public Service of BC prior to privatization, plus all service seniority accrued with previous maintenance contractors in Contract Area 18. Seniority shall be maintained and accrued except as specified in Article 11.3 (below).
- (b) Service seniority for part-time employees shall be defined as the total number of straight-time hours worked with unbroken service with the Employer plus all accumulated straight-time hours of unbroken service accrued with the Public Service of BC prior to privatization plus all accumulated straight-time hours accrued with previous maintenance contractors in Contract Area 18. Service seniority for part-time employees shall be prorated on the basis of one year service seniority for every 1827 hours worked. Seniority shall be maintained and accrued except as specified in Article 30.4
- (c) 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 BC 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.
- (d) An employee shall retain his/her seniority if moved, pursuant to the provisions of this Collective Agreement, from one seniority block or classification series to another.

11.2 Seniority List

- (a) Employer will provide a service seniority list to the President of the Union or the local Staff Representative as at February 1st by February 28, and as at August 1st by August 31st of each year.
- (b) In addition, should the Employer fail to maintain or extend the current maintenance contract with the Province of British Columbia, seniority lists shall be issued on the first day of the month preceding the expiry of the maintenance contract.

11.3 Loss of Seniority for a Regular Full-Time Employee

A regular full-time and regular part-time employee shall lose his/her seniority in the event that:

- (a) He/she is discharged for cause;
- (b) He/she resigns his/her position;
- (c) He/she accepts a position with the Employer which is outside the bargaining unit, except for temporary/trial appointments for less than forty-five (45) working days. This period may be extended

by mutual agreement between the Parties. During this period an employee will continue to pay Union dues at his/her old rate and remain a member of the bargaining unit;

- (d) Accepts a severance payment in accordance with Article 13;
- (e) He/she is on lay off for more than eighteen (18) months.

11.4 Re-Employment

A regular full-time employee who resigns his/her position and within sixty (60) days is re-employed as a regular 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.

11.5 Bridging of Service

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

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

ARTICLE 12 - PROMOTIONS, VACANCIES, JOB POSTINGS AND TRAINING

12.1 Union Observer

The President of the Union or his/her designate may sit as an observer on a selection panel for posted positions in the bargaining unit. The observer shall be a disinterested party. This Clause shall not apply to excluded positions. The observer must provide notice that he/she intends to be present at the interview.

12.2 Notification

Unsuccessful in-service applicants to posted positions will be notified, in writing, within fourteen (14) days of the decision of the name and classification of the successful applicant. A copy of the appointment letter shall be forwarded to the local Union Area Office.

12.3 Appeal Procedure

- (a) An unsuccessful candidate may request a written explanation from the panel chairperson of the reasons why he/she was unsuccessful. Where no requests have been received within seven (7) days of notification of the successful applicant, the appointment can be confirmed.
- (b) An appeal must be processed through the Union and be filed with the General Manager within five (5) days of receipt of an explanation. No permanent transfers or placements will be made until the appeal has been adjudicated.

- (c) If the employee is not satisfied with the decision of the General Manager, he/she may file a grievance as provided for in Articles 8 and 9 of this Agreement.

12.4 Relocation

It is understood by the Parties that, as a general policy, employees shall not be required to relocate from one geographic location to another against their will. However, the Employer and the Union recognize that in certain cases relocations may be in the interest of Argo Road Maintenance Inc. and (or) the employee. In such cases, an employee will be fully advised of the reason for his/her relocation.

Should a regular full-time employee choose not to relocate, the employee may elect:

- (a) to grieve the reasonableness of the transfer;
- (b) vacancy selection;
- (c) severance pay.

12.5 Transfers Without Postings

- (a) *Compassionate Transfers* - Lateral transfers or voluntary demotions may be granted, without posting for the following reasons, prior to such transfers discussions will be held with the Joint Labour/Management Committee:

- (1) compassionate or medical grounds to regular full-time employees who have completed their probationary period;
- (2) all employees who have become unable to perform their regular duties due to industrial injury or industrial illness;
- (3) handicapped or ill family members who require attention that is unavailable in the immediate area.

On relocation to the new seniority block an employee who transfers pursuant to #1 through #3 above will take all of his/her seniority with him/her to the new block.

- (b) *Voluntary Transfers*

- (1) Full time employees wishing to transfer from one seniority block to another may register their intention with the Employer with copies to the Union via facsimile their intention to relocate. The time and date on the Union's faxed copy will become the official date of request for the purpose of this clause.
- (2) When a vacancy occurs within the seniority block, it will be filled pursuant to Article 12, however, should any letter of intent to transfer be registered for that seniority block and if such letter pre-dates the date of hire date of a part-time employee, the voluntary transfer would be actioned prior to such part-time employee being offered a full-time position.
- (3) On relocation to the new seniority block an employee who transfers pursuant to #2 above will take all his/her seniority with him/her to the new seniority block.
- (4) If an employee is offered a transfer pursuant to #2 above and declines, the letter of intent to transfer will be considered void and the employee would be required to re-apply pursuant to #1 above, should he/she wish to do so.
- (5) On being advised that the transfer could be actioned, an employee will be given a five (5) day period to accept or decline the opportunity. Where the employee accepts the transfer opportunity the transfer will normally be completed in thirty (30) days of the offer being made.

12.6 Interview Expenses

An in-service applicant for a posted position who is not on leave of absence without pay and who has been called for a panel interview shall be granted leave of absence with basic pay, and substitution pay where applicable, and shall have his/her authorized expenses paid. An employee granted leave under this Clause shall notify his/her supervisor as soon as he/she is notified of his/her requirement to appear for an interview.

12.7 Postings

- (a) The Employer shall fill regular vacancies in each seniority block, created as a result of a regular employee's resignation, death, retirement, promotion, transfer or dismissal. Temporary vacancies will be filled pursuant to Clause 12.9. The Employer agrees to fill the vacancy or new position within thirty (30) calendar days. This clause does not preclude lay off of regular full-time employees over those provided for in Article 13.1(a).
- (b) Absence on LTD or WCB will be considered a regular vacancy pursuant to (a) above, on the date the employee is determined to be permanently disabled from his/her own occupation.
- (c) The notice of postings shall be service area wide and contain the following information: - nature of position, qualifications, skills, whether shift work is involved, wage, and where applicable, specific location. Such qualifications shall be consistent with the classification specifications.
- (d) Notices shall be posted on the appropriate bulletin boards at least fourteen (14) days prior to the closing date of the competition.
- (e) Subject to Section 6 of the Human Rights Act of British Columbia, all job postings shall be open to both male and female applicants.
- (f) A copy of all position vacant notices regarding positions within the bargaining unit will be sent to the local BCGEU Staff Representative.
- (g) Where there is no qualified applicants within the company then the Employer is entitled to advertise outside of the company.

12.8 Selection Panels

- (a) A selection panel shall be convened within sixteen (16) days of the closing date of the competition. The time limits above may be amended by mutual agreement.
- (b) The most senior qualified employee within the appropriate classification within the seniority block where the posting originated will be awarded the vacancy. Failing this, the most senior qualified employee within the classification series within the seniority block will be awarded the posting.

If there are no successful applicants within the seniority block, the Company will look at qualified applicants from within the Company. If there are no qualified applicants, the Company may recruit.

All selections for Road Foremen and Trades Senior Supervisors being made on the basis of ability, skill and qualifications recognizing that, when two (2) or more employees possess relatively equal ability, skill or qualifications, the senior employee will receive the posting. A Union observer will be mandatory at all selections for Road Foreman and TSS positions.

12.9 Filling of Temporary Vacancies

The Employer shall fill vacancies of a temporary nature created as a result of a core employee using any provisions of this Collective Agreement (excluding annual vacations) which results in an absence which exceeds sixty (60) calendar days.

12.10 Career Development

Both Parties recognize the need to provide employees in classifications covered by this Agreement with opportunities to improve their qualifications in order to prepare for promotional advancement; to upgrade their skills required as a result of technological change, new methods and/or new procedures; and to qualify for new positions being planned.

12.11 Trial Period

Where a bargaining unit employee is promoted, he will be placed on trial for a forty-five (45) working day period, and upon satisfactory completion of the trial period will be confirmed in the position in writing by the Employer. If an employee is unable to perform the duties of the new position, he will be returned to the former position held. Any other employee(s) transferred or promoted as a result of the original job posting will also be returned to their former status.

12.12 On the Job Operator Training

Operator training will be offered to the most senior employee in the appropriate classification within the seniority block, provided he has applied for training in writing. If no employee is available in the appropriate classification, the most senior employee in the machine operator series within the seniority block will be offered such training provided he has applied for training in writing.

- (a) Employees designated for formal "*on-the-job*" operator training shall be so designated in writing by the Employer.
- (b) Where employees are designated for formal "*on-the-job*" operator training and where successful attainment of a recognized level of operating proficiency could result in qualification for a higher classification, the employee's progress toward the recognized level of proficiency shall be reviewed by his/her training operator, supervisor and mechanical foreman and a recommendation will be made to the local manager or the appropriate designated authority within forty (40) working days. If the employee has not reached the required level of proficiency, he/she will be recommended for further training or will revert to his/her former position.
- (c) An employee may be rejected from the training program for reasonable cause. An employee shall be informed in writing of the reasons for such rejection and such rejection shall be subject to the grievance procedure.
- (d) Employees operating equipment at a higher level shall be paid substitution pay in accordance with Article 27.4 unless they are under supervision for formal "*on-the-job*" operator training.
- (e) The Employer agrees that, for each piece of equipment rated at a Machine Operator 2 or higher rate within a yard, two (2) members, in addition to incumbents, must be trained to operate. When two (2) members are not trained, training will be initiated. In satellite yards, the number is reduced to one (1) member in addition to incumbent.
- (f) Company to supply Joint Labour/Management Committee a list of employee's trained pursuant to (e) above on a semi-annual basis; April 1 and October 1 of each year.

12.13 Training Courses

Candidates for any training program, with the exception of "*on-the-job*" operator training, will be selected on the basis of merit and service seniority within a work group. In the case of employees who have taken the same training in the preceding two (2) years, selection will be made on the basis of all other qualified candidates having first exercised their option for such training.

12.14 Time to Participate in Courses

Where work loads permit, employees may be granted reasonable time during the regular workday to complete job-related courses which are approved by the Employer. The Parties recognize, however, that the employees who avail themselves of the provisions of this article have a responsibility to devote some of their own time to prepare themselves for examinations and to complete courses.

12.15 Education and Training

Pursuant to Article 20.8 of this Agreement, the Union and the Employer agree that the Joint Education Committee will be established by the Joint Labour/Management Committee which will make recommendations to the Employer on:

- (a) In service training needs, programmes and training assistance,
- (b) Training programs for employees affected by technological change, affected by new methods of operation and/or wishing to improve their qualifications in order to prepare for promotional advancement for new positions being planned.

12.16 Training Assistance

- (a) Employees shall be reimbursed for one hundred percent (100%) of the tuition upon successful completion for job related courses approved by the Employer.
- (b) Termination of employment will nullify any obligation of assistance by the Employer.

12.17 Conferences and Seminars

- (a) Subject to the Employer's approval and where practical, employees may be permitted to attend conferences and seminars of a specialized nature in their respective fields at Employer expense. Upon return from such conferences or seminars, the employee may be required to submit a report to the Employer and/or to provide some in-service training.
- (b) An employee who attends a conference, convention, seminar or staff meeting at the request of the Employer, shall be deemed to be on duty and, as required, on travel status.

ARTICLE 13 - LAYOFF AND RECALL**13.1 Layoff and Recall**

- (a) The Employer agrees to maintain the positions outlined in MOU #4 and employees in these positions will not be subject to layoff. In the event the scope of the work in Service Area #18 is changed either by a re-definition of the Area or by the Ministry of Transportation and Highways reducing or increasing the amount of work required, the Parties agree to meet and re-negotiate the core numbers. In the event agreement cannot be reached an arbitrator will be selected from the list established in this agreement to make a binding decision.
- (b) Layoff of regular full-time and regular part-time employees shall be in reverse order of service seniority within a classification and within seniority blocks. Notice of layoff shall be in writing twenty (20) workdays prior to the effective date. Copies of such notification will be forwarded to the Union. If the employee has not had the opportunity to work twenty (20) full days after notice of layoff, he/she shall be paid in lieu of work for that part of the twenty (20) days during which work was not made available.

(c) A regular full-time and regular part-time employee affected by a layoff may choose by indicating in writing one of the following options:

- (1) Bump a junior employee in the same classification series within the seniority block. In doing so he must have the necessary qualifications to perform the job.
- (2) Bump the junior employee in another classification series within the seniority block. In doing so he must bump into an equivalent or lower classification provided he has the necessary qualifications to perform the job. The employee who bumps in accordance with (1) and (2), will not have his salary reduced. However, such employee shall not receive negotiated salary increases until the salary of the employee's new classification equals or exceeds the salary which the employee is receiving.
- (3) Where an employee is displaced from his seniority block he can either bump the least senior employee, or fill a vacancy in another seniority block, provided he is capable of performing the work. Relocation expenses if incurred shall be paid by the employee.
- (4) Opt to be placed on a recall list of eighteen (18) months for the purpose of recall to a position within his seniority block for which the employee is qualified. If this option is selected, no severance pay will be paid while on the recall list.
- (5) In all cases relative to (1) through (4) above, the employee will be allowed a reasonable period to orient himself/herself with the work area and equipment.

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

- (1) A regular employee who, at the time of layoff, has service of three (3) years or more shall be entitled to an amount calculated pursuant to (i) through (iii) below:
 - (i) for the first year of completed employment, three (3) weeks current salary;
 - (ii) for the second year of completed employment, three (3) weeks current salary;
 - (iii) for each completed year thereafter, one-half - month current salary.
- (2) A regular employee who, at the time of layoff, has service of less than three (3) years shall be entitled to severance pay in an amount equal to one (1) weeks pay for every year of service or major part thereof.
- (3) An employee covered by the provisions contained in subsections (1) and (2) above will not receive an amount greater than nine (9) months current salary.

(e) An employee who bumps in accordance with (c)(2), or fills a vacancy as per (c)(3), will not have their salary reduced, however, the employee will receive no salary increases until the salary of the employee's new classification equals or exceeds the salary which the employee is receiving.

13.2 Early Retirement

A regular full-time employee who is age 55 or older and has completed ten (10) years of pensionable service as of the effective date of layoff, and who has opted for and is entitled to severance pay pursuant to this Article shall, upon application, be entitled to matched pension contributions made by the Employer covering the period of the severance pay compensation. Benefits under this provision shall not exceed the time that would be required to reach age 65.

13.3 Point of Assembly

(a) Every employee will be assigned a regular point of assembly within his/her seniority block. A regular point of assembly is the location where the employee daily reports for work and will be an established point such as a yard, maintenance depot or office. The seniority blocks shall be the following:

- (1) McLeese Lake;
- (2) Hixon;
- (3) Wells;
- (4) Quesnel;
- (5) Nazko.

(b) Employees working away from their regular point of assembly shall be paid for all hours worked and time travelling to the worksites and returning.

(c) Points of assembly can only be changed with mutual agreement.

(d) When an employee is assigned to a work location so far removed from his headquarters or point of assembly that it is impractical for him to be returned to his regular point of assembly at the end of each work day, he shall be assigned a temporary field point of assembly and will be provided with accommodation, board and lodging allowance. A temporary field point of assembly will not be assigned or changed without prior notification of seventy-two (72) hours except in the case of an emergency or by mutual agreement at the local level. The seventy-two (72) hours notice shall be waived for employees called from layoff status.

(e) Where an employee works away from his regular or temporary field point of assembly as the case may be he will, at the Employer's option, either travel on the Employer's time or be paid for hours travelled at the overtime rates.

ARTICLE 14 - HOURS OF WORK

14.1 Hours of Work

The annual hours of work exclusive of meal periods taken away from the work station but including paid holidays will be 1827, which is equivalent to an average of thirty-five (35) hours per week with a standard seven (7) hour day. Due to varying lengths of the calendar and work years and the varying time that employees may begin and end their work schedules, an employee will be required to work an average of 1827 hours. The Employer further guarantees that full-time employees shall be paid for 1827 hours. The annual hours of work may be changed in accordance with Memorandum of Understanding #8.

14.2 Work Schedules

(a) This Agreement shall establish shift patterns, length of scheduled workdays and, where appropriate, averaging periods to meet the annual hours of work.

(b) The Employer shall determine, when various services are provided (hours of operation), the classifications of positions and the numbers of employees required to provide the services. The Employer agrees to meet with the Union to advise them of their needs thirty (30) days in advance of intended change to the work schedule.

(c) The Employer's designate and the employees' representative at the local level will establish seasonal work schedules based upon the shift patterns and hours of work clauses in this Agreement and the provisions of this Article including the following:

(1) if either Party wishes a change to existing seasonal work schedules it shall provide the other Party with the earliest possible advance notice in writing;

(2) if a change is requested only at the local level, the notice shall be given to the appropriate Union steward or designated Employer representative. If a change is requested which involves more than one (1) work site, notice shall be given to the President of the Union or General Manager;

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

(4) if the Parties are unable to reach agreement within fourteen (14) days either Party may refer the matter to an umpire, pursuant to Article 8, and the terms of reference within this Article.

(d) (1) The umpire shall base his/her decision on work schedule information in this Agreement and the criteria to be applied in this section. The umpire may consider a work schedule proposed by either Party.

(2) The Party requesting a change from what has been previously agreed to shall bear the onus for justifying the change.

(3) In coming to a decision, the umpire shall abide by the following rules:

(i) the decision must not be retroactive;

(ii) the hours of work schedule awarded shall not contain scheduled overtime;

(iii) the decision must not interpret this Agreement except for the provisions of 14.2(d)(3) and 14.2(e);

(iv) the decision must accord with the agreed upon terms of reference as noted in this Agreement.

(e) The Parties recognize that in reaching mutual agreement on seasonal work schedules, or where the umpire is recommending a schedule in accordance with the provisions of this Article the following will also apply:

(1) Work schedules shall meet the hours of operation and shall consider unusual or seasonable demands and functionally linked work groups within and without the bargaining unit;

(2) Seasonal work schedule changes, within existing hours of operation, must not result in increased cost to the Employer and where possible shall result in decreased cost to the Employer and/or improved efficiency and/or improved service to the public. The onus of proof shall be on the Employer to prove decreased cost;

(3) Consideration shall also be given to employee preferences, fairness and equity.

(f) (1) In the event there is a dispute between the Parties at the local level, the Employer may implement, on an interim basis, a new or changed seasonal work schedule by giving fourteen (14) days' notice, providing the length of work day is not increased beyond nine (9) hours and providing the change is necessary because of an introduction of a new program or a change to the hours of operation. However, under extenuating circumstances the fourteen (14) days' notice may be concurrent with the period of notice in (c)(3) above.

(2) Where the proposed change is within existing hours of operation, no change shall be made without mutual agreement or until an umpire's recommendation to the Joint Labour/Management Committee.

14.3 Conversion of Hours

- (a) *Lieu days* - where an employee is granted a lieu day pursuant to Clauses 17.3, the time off granted will be according to their regularly scheduled shift.
- (b) *Vacation* - where an employee is granted vacation pursuant to Clause 18.1, the annual vacation entitlement shall be converted to hours on the basis of a seven (7) hour day and vacation taken shall be deducted in accordance with the actual hours of the employee's daily shift in effect at the time the vacation is taken.
- (c) *Designated paid holidays* - where an employee is granted a designated paid holiday pursuant to Article 17, the time off granted will be in accordance with their regularly scheduled shift at the time.

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 (3 ½) hours, but not more than six (6) hours, shall receive one (1) rest period during such a shift. Rest periods shall not begin until one (1) hour after the commencement of work or not later than one (1) hour before either the meal period or the end of the shift. Rest periods shall be taken without loss of pay to the employees.

14.5 Meal Periods

- (a) Meal periods shall be scheduled by mutual agreement as close as possible to the middle of the shift and the length of the meal period shall not be less than thirty (30) minutes or more than sixty (60) minutes.
- (b) An employee shall be entitled to take his/her meal period away from the work station. Where an employee is recalled during the meal period, the meal period shall be considered as time worked. Employees who are required to eat their meals at their work station in order to perform their duties during the meal period shall have the meal period scheduled with pay within their workday.
- (c) When adequate facilities are not available during inclement weather, employees may carry on with their duties during the normal meal break subject to the approval of their location supervisor. On such occasions the employees shall terminate their regular day's work earlier by the length of the meal period.

14.6 Standby Provisions

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

- (c) Time accumulated under this article will not be considered part of the annual hours when it is accumulated, nor will it be considered part of the annual hours when it is taken off. Time off will be arranged by mutual agreement.
- (d) Employees required to standby shall be assigned standby on an equitable basis considering the qualifications of employees required.

14.7 Deferment of Rest Days

By mutual agreement at the local level and subject to operational requirements, rest days may be banked to enable extended periods for return to headquarters.

14.8 Clean-Up Time

- (a) Where necessary, employees shall be allowed reasonable time during the workday for personal clean-up purposes.
- (b) If the need for clean up is unexpected it is the employee's responsibility to request approval for clean-up prior to the end of his/her scheduled workday. However, the Employer may decided whether clean up in this case is to be done during the workday or on overtime.

14.9 Table of Recognized Work Day Lengths and Shift Patterns

(a)

Length of Scheduled Workday	Shift Pattern	Work Hours (including Stats at Shift Hours)		# of Hours +(Surplus) or -(Short)	# of Days of Rest	# of Days Status
		Schedule	Requirement			
7.0 hrs.	5:2	1827	1827	0	104	11
7.5 hrs.	4:2	1823	1827	-4	122	11
4X8 hrs.	5:2, 4:3	1827	1827	0		11
1X7 hrs.						
3X8 hrs.						
1X7 hrs.	4:3	1827	1827		156	11
3X9 hrs						
1X8 hrs.	3:4	1827	1827		156	11
*2X12 hrs.						
1X11 hrs.	4:4	1830	1827	+3	182	11
10.0 hrs.						

*This will only apply to Seasonal Plan works as described in MOU #6.

- (b) There shall be no more than four (4) scheduled changes per year and there shall be two (2) six (6) month averaging periods per year, Nov. 1 to April 30 and May 1 to Oct. 31

14.10 Employees Working Away From Their Point of Assembly

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

14.11 Scheduling of Earned Time Off

- (a) ETO time as per Article 14.9.
- (b) Earned time off shall be scheduled by mutual agreement subject to operational requirements. Scheduled ETO will not subsequently be changed except by mutual agreement.
- (c) Where employees are not able to take their earned time off as scheduled due to operational requirements, then there shall be a cash adjustment at the end of the averaging periods indicated using time and one-half (1½) as the premium rate.
- (d) Where employees choose to carry earned time off forward for addition to vacation period, then the extra time worked in the period is to be considered as a straight-time credit to be carried forward.

14.12 Days of Rest

The normal days of rest shall be Saturday and Sunday except when other agreed upon schedules provide for other days of rest.

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

- (a) *Identification of Shifts*
 - (1) *Day Shift* - all hours worked on any shift which starts between 5:00 a.m. and 11:59 a.m. inclusive;
 - (2) *Afternoon Shift* - all hours worked on any shift which starts between 12:00 p.m. and 7:59 p.m. inclusive;
 - (3) *Night Shift* - all hours worked on any shift which starts between 8:00 p.m. and 4:59 a.m. inclusive;
 - (4) *Summer Weekend Shift* - all hours worked between 0001 hours Saturday and 0001 hours on Monday during the recognized summer shift schedule.
- (b) *Shift Premium* - effective on the date of ratification:
 - \$.90 cents per hour (afternoon shift)
 - \$1.00 per hour (night shift)
- (c) Where an employee opts to work a shift which includes weekend work other than during winter shift, a premium of one dollar and fifty-cents (\$1.50) per hour will apply.

15.2 Shift Premium Entitlement

- (a) Employees working an afternoon or night shift as identified in Clause 15.1(a)(2) and 15.1(a)(3) shall receive a shift premium for all hours worked on the shift.
- (b) Shift premiums will apply to overtime hours worked in conjunction with a shift. An employee who is called out between 8:00 p.m. and 5:00 a.m. shall receive the night shift premium for each hour worked during the callout period up to the commencement of his/her regularly scheduled shift.

15.3 Notice of Work Schedules

Negotiations for seasonal shift schedules for regular full-time employees should be undertaken at least forty-five (45) days prior to the anticipated commencement date. These shift schedules shall be posted fourteen (14) days in advance of the starting date of a new schedule.

15.4 Exchange of Shifts

- (a) Employees may exchange shifts with other qualified employees, in writing 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.
- (b) Once the employees have exchanged shifts by written notice, the changes become part of the posted shift schedule. Any subsequent changes to the shift become the responsibility of the employee who has accepted the change to ensure that shift is covered.

15.5 Shortfall of Annual Working Hours

Scheduling of shifts for regular full-time employees shall not result in a shortfall of annual working hours through the shift schedules determined in this agreement.

15.6 Rotation of Shifts

- (a) Shift rotation shall only occur when there is a majority agreement amongst the employees involved within the classification series within a work group.
- (b) When a machine is being utilized on a regular basis on day shift only, then the operator normally assigned shall not be required to enter into a winter shift pattern to operate other classes of machines.
- (c) Where shift schedule changes result in work days of the new schedule falling on rest days of the old schedule, then the employee will be provided with a minimum of one (1) rest day between shifts.
- (d) Employees assigned to operate equipment on winter shifts shall sign up in the following order:
 - (1) by service seniority for all employees classified at the level of work to be performed, followed by:
 - (2) service seniority for all employees from other classifications.
- (e) Where more than one (1) work group works out of a common point of assembly, each work group shall be considered completely independent for the purpose of rotation of shifts.

15.7 Short Changeover Premium

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

15.8 Shift Supervision

All shifts shall have at least one supervisory employee. Where none are scheduled, an employee shall be selected pursuant to Article 27.4. Supervisory for the purpose of this clause includes leadhands and excluded supervisors.

15.9 Copies of Shift Schedules to the Union

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

ARTICLE 16 - OVERTIME

16.1 Definitions

- (a) Overtime - means work performed by an employee in excess of his/her regularly scheduled hours of work except as limited by Article 16.9.
- (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.

16.2 Authorization and Application of Overtime

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

16.3 Overtime Entitlement

- (a) An employee will be entitled to compensation for authorized overtime in excess of:
 - (1) the scheduled daily hours, or
 - (2) the agreed averaging period.
- (b) Overtime shall be compensated in thirty (30) minute increments; however, employees shall not be entitled to any compensation for periods of overtime of less than ten (10) minutes per day.

16.4 Recording of Overtime

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

16.5 Allocation and Sharing of Overtime

- (a) Overtime work shall be allocated on an equitable basis to qualified employees considering their availability and location.
- (b) Where more than one (1) work group works out of a common point of assembly each work group shall be considered completely independent for the purpose of allocation of overtime.
- (c) Should a dispute arise concerning the allocation of overtime, the Employer agrees that overtime records shall be maintained at the local level and that access to such records shall be permitted to the Union official in that jurisdiction.
- (d) Equitable sharing will be calculated in two specific periods: November 1st to March 31st and April 1st to October 31st of each year.

16.6 Overtime Compensation

- (a) Overtime worked shall be compensated at the following rates:
- (1) time and one-half for the first three (3) hours of overtime on an regularly scheduled work day; and
 - (2) double time for all hours worked in excess of (1);
 - (3) time and one-half for all hours worked on a day of rest;
 - (4) subject to (3) above, double time will be paid for hours worked on a day of rest that exceed the normal hours of the regular shift immediately preceding the overtime shift;
 - (5) an employee who works on a designated holiday shall be considered to have worked overtime and shall receive his/her regular day's pay, and shall receive additional compensation at the rate of time and one-half for all hours worked; except for Christmas and New Year's when the additional compensation shall be at the rate of double time for all hours worked.

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

- (b) An employee on travel status who is required to travel on the Employer's business outside his/her regular working hours shall be compensated at overtime rates for all hours travelled. The Employer may determine the means of such travel.
- (c) Overtime compensation shall be monetary or in time off at the employees option. If the employee chooses time off, such time off shall be scheduled by mutual agreement between the employee and the Employer (refer to Article 14.11). Overtime shall be taken within one (1) year or paid out at the appropriate rate.
- (d) The employee shall advise the pay office of his/her election to have either all cash or all compensatory time off on each day. If no election is made, employees will be paid for the time worked.
- (e) The scheduling of compensatory time off will be subject to operational requirements, but will not be unreasonably withheld.
- (f) Accumulated compensatory time off may be paid out in advance of layoffs.
- (g) An employee who works on a scheduled CTO day shall be considered to have worked overtime and shall receive compensation at appropriate overtime rates, with no deduction from CTO credits.

16.7 No Layoff to Compensate for Overtime

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

16.8 Right to Refuse Overtime

All employees shall have the right to refuse to work overtime, except when required to do so in emergency situations or when the refusal would cause a crew to become inoperable, without being subject to disciplinary action for so refusing.

16.9 Overtime for Part-Time Employees

Part-time employees can be called in and do not qualify for overtime until they have exceeded the daily hours of work of a regular full-time employee or the weekly hours of the recognized averaging period for the crew they are assigned to.

16.10 Rest Interval After Overtime

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

16.11 Callout Provisions

- (a) An employee who is called back to work after returning home upon completion of his/her regular shift 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. This clause shall not apply where the employee is provided a company vehicle for take home privileges.
- (b) Hours worked on a callout prior to a regular shift will be considered as having been worked after the shift when determining overtime entitlement.
- (c) Employees called out for work which does not abut the regular shift shall be compensated for a minimum of three (3) hours at overtime rates.
- (d) Employees called out for work on a day of rest shall be compensated for a minimum of three (3) hours at overtime rates as outlined in Article 16.6(a)(3).

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

- (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 holiday proclaimed as a holiday by the Federal or Provincial governments for the locality in which an employee is working shall also be a paid holiday.

17.2 Holidays Falling on Saturday or Sunday

- (a) For an employee whose work week is from Monday to Friday and when any of the above-noted holidays fall on a Saturday and is not proclaimed as observed on some other day, the preceding Friday 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 shall be deemed to be the holiday for the purpose of this Agreement.
- (b) Where there is a work dependency between employees covered by this Agreement and other employees, the Parties may, by mutual agreement, amend (a) above.

17.3 Holiday Falling on a Day of Rest

- (a) When a paid holiday falls on an employee's day of rest, it will be rescheduled to an adjacent workday on the preceding or the succeeding shift.

(b) If an employee is called in to work on the day designated as a lieu day pursuant to (a) above, he/she shall be considered to have worked overtime and shall receive his/her regular days' pay, and shall receive additional compensation at the rate of time and one-half for all hours worked.

17.4 Holiday Coinciding With a Day of Vacation

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

17.5 Christmas or New Year's Day Off

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

17.6 Paid Holiday Pay

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

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:

<u>Vacation Years</u>	<u>Workdays</u>
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 rate basis as above.

18.2 Vacation Earning for Partial Years

- (a) (1) during the first partial year of service a new employee will earn vacation at the rate of one and one-quarter (1¼) days for each month for which he/she earns ten (10) days' pay.
- (2) subject to Clause 18.6, any unused vacation earned during the first partial year will be paid to the employee on the final payday of that year.
- (b) During the first and subsequent vacation years an employee will earn one-twelfth (1/12) of the annual entitlement for each month in which the employee has received at least ten (10) days' pay at straight-time rates. Where an employee has taken more vacation than earned, the unearned portion taken shall be charged against future earned credits or recovered upon termination whichever occurs first.
- (c) In the event of a successor, prior to the expiration of the current maintenance contract, the Employer shall endeavour to negotiate with the successor to allow employees to carry forward any outstanding vacation credits for partial years.

18.3 Vacation Scheduling

- (a) With the exception of authorized vacation carry-over under Clause 18.6, the scheduling and completion of vacations shall be on a 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 second anniversary falls shall be the second 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 will be posted between December 1st and December 15th for the period of January 1st through April 30th, and between April 1st and April 15th for the period May 1st through December 1st. Employees will be advised of the status of their vacation not more than three (3) weeks from cut-off dates or from the date of any request falling outside of the scheduling period identified in this clause.
- (e) Employees who do not exercise their seniority rights within fourteen (14) days of the vacation schedule being posted shall not be entitled to exercise those rights with respect to any vacation time previously selected by employees with less seniority. The Employer reserves the right to schedule vacation for those employees who have not selected their vacation by May 15th except for vacation to be carried over as allowed under Clause 18.6 of this Agreement.
- (f) An employee who transfers to another work location where the vacation schedule has already been completed will not be entitled to exercise his/her seniority rights for that year only. However, every effort shall be made to grant vacation at the time of the employee's choice.
- (g) 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.
- (h) 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.
- (i) A preference in selection of vacation time shall be determined in each work group on the basis of service seniority by classification within that work group.

Where more than one (1) work group works out of a common point of assembly each work group shall be considered completely independent for the purpose of preference in selection of vacation.

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

(k) The Employer will endeavour to allow as many regular full-time employees as possible to take their vacation at any time of the year. In peak work periods, a minimum of one (1) employee in each classification may take his/her vacation subject to Article 18.3 (i) and (j) of this Agreement and subject to not rendering the crew inoperable.

(l) Where vacation relief is required, the Employer shall give regular full-time employees the opportunity to substitute in order of seniority, subject to being qualified and in accordance with Article 27.4 and shall make every reasonable effort to arrange for staff replacement in the lowest paying category.

18.4 Vacation Pay

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

(b) Once per calendar year, upon thirty (30) days' written notice, a regular full-time 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.

18.5 Approved Leave of Absence with Pay During Vacation

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

18.6 Vacation Carryover

(a) An employee may carry over up to five (5) days' vacation leave per vacation year except that such vacation carry over shall not exceed ten (10) days at any time. Employees in their first partial year of service, who commenced prior to July 1 of that year, may carry over up to five (5) days' vacation leave into their first vacation year. Except as provided in Clause 18.2(a)(2), an employee shall not receive cash in lieu of vacation time except upon termination, resignation or retirement.

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

18.7 Callback from Vacation

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

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

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

18.8 Vacation Leave on Retirement

An employee 55 years of age or older, who is scheduled to retire and to receive a Pension Allowance under the Pension Plan shall be granted full vacation entitlement for the final calendar year of service.

18.9 Vacation Credits Upon Death

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

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

Employees shall be entitled to coverage for short term illness and injury and long term disability in accordance with the provisions of this Agreement and as described in Appendix 2. In the case of employees eligible for STIIP benefits, they will remain on payroll at seventy-five percent (75%) of weekly earnings after signing an agreement that the insurance payment be forwarded to the Employer. The Parties agree that the employees who do not promptly submit the required forms and therefore delay benefit payment will be promptly removed from the payroll and will wait for the benefit payments.

ARTICLE 20 - SPECIAL AND OTHER LEAVE

20.1 Bereavement Leave

- (a) In the case of a death in the immediate family, an employee not on leave of absence without pay shall be entitled to five (5) days of special leave.
- (b) Immediate family is defined as an employee's parent, wife, husband, child, brother, sister, father-in-law, mother-in-law, grandchild, step-child 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 grandparents, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and stepparents the employee shall be entitled to special leave for one (1) day for the purpose of attending the funeral.
- (d) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

20.2 Special Leave

- (a) Where leave from work is required, an employee shall be entitled to special leave with pay for the following:
- (1) marriage of the employee - three (3) days;
 - (2) attend wedding of the employee's child - one (1) day;
 - (3) birth or adoption of the employee's child- one (1) day;
 - (4) serious household or domestic emergency- one (1) day;
 - (5) moving household furniture and effects- one (1) day;
 - (6) attend his/her formal hearing to become a Canadian citizen - one (1) day;
 - (7) attend funeral as pallbearer or mourner - one-half (½) day;
 - (8) court appearance for hearing of employee's child - one (1) day.
 - (9) court ordered visitation privileges for an employee's child residing outside the Contract Area - one (1) day per year

- (b) Two (2) week's notice is required for leave under (a)(1), (2), (5) and (6).
- (c) For the purpose of (a)(2), (4), (5), (6), (7) and (8), leave with pay will be only for the 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/she is maintaining a self-contained household and if he/she is changing his/her place of residence which necessitates the moving of household furniture and effects during his/her normal working-hours, and if he/she has not already qualified for special leave under (a)(5) on two (2) occasions within the preceding twelve (12) months.

20.3 Family Illness

- (a) In the case of illness of a dependent child or spouse of an employee, and when no one at the employee's home other than the employee can provide for the needs of the ill child or spouse, the employee shall be entitled, after notifying his/her supervisor, to use up to a maximum of two (2) days paid leave at any one time for this purpose.
- (b) The Employer may request a report from a qualified medical practitioner 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 regular full-time position with the Union or any body to which the Union is affiliated for a period of one (1) year;
- (c) for employees elected to a public office for a maximum period of five (5) years;
- (d) for an employee elected to the position of President, Secretary-Treasurer or Vice-President of the B.C. Government & Service Employees' Union. The leave shall be for a period of three (3) years and shall be renewed upon request.

20.5 Leave for Court Appearances

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

20.6 Leave for Writing Examinations

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

20.7 Leave for Taking Courses

(a) An employee shall be granted leave with pay to take courses at the request of the Employer. The Employer shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees, and course-required books, necessary travelling and subsistence expenses, and other legitimate expenses where applicable. Fees are to be paid by the Employer when due.

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

20.8 Education Leave

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

20.9 Elections

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

20.10 General Leave

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

20.11 Leave for Medical and Dental Care

(a) Where it is not possible to schedule medical and/or dental appointments outside regularly scheduled working hours, reasonable time off for medical and dental appointments for employees shall be permitted, if the Employer is notified at the time the appointment is made. Where any such absence exceeds two (2) hours, the full-time absence shall be charged to the entitlement described in Clause 20.13.

(b) Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their credit described in Clause 20.13 the necessary time including travel and treatment time up to a maximum of five (5) days to receive medical and dental care at the nearest medical centre for the employee, his/her spouse, dependent child and a dependent parent permanently residing in the employee's household or with whom the employee permanently resides. The Employer may request a certificate of a qualified medical or dental practitioner, as the case may be, stating that treatment could not be provided by facilities or services available at the employee's place of residence.

20.12 Definition of Child

Wherever the word "*child*" is used in this Agreement, it shall be deemed to include a ward of the Superintendent of Child Welfare, or a child of a spouse.

20.13 Maximum Leave Entitlement

Leaves taken under Clause 20.2, 20.3 and 20.11 shall not exceed seventy (70) hours, unless additional special leave is approved by the Employer.

20.14 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. Where notice of an emergency is forwarded to the Employer, the message shall be relayed to the appropriate employee immediately upon receipt.

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 Extended Child Care Leave

Upon completion of maternity, adoption and/or parental leave, including any extension to such leaves, a regular employee will be entitled, upon written application, to a leave of absence without pay to care for the child. Subject to Clause 11.3(a), the following conditions shall apply:

- (a) The employee's application shall be submitted to the Employer at least four (4) weeks prior to the expiration of Article 21 leave.
- (b) The combined length of leaves under this Clause and under Article 21 shall not exceed eighteen (18) months.
- (c) The employee's return to work requirements of Clause 21.7(b) and 21.7(d) shall be deferred until the expiration of this leave. Notifications of return to work and return to work shall be subject to Clause 21.5(b)

Upon return to work from this leave, the employee shall be placed in their former position or in a position of equal rank and basic pay.

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

- (a) An employee is entitled to maternity leave of up to twenty-six (26) weeks without pay.
- (b) An employee shall notify the Employer in writing of the expected date of the termination of her pregnancy. Such notice will be given at least ten (10) weeks prior to the expected date of the termination of the pregnancy.
- (c) The period of maternity leave shall commence six (6) weeks prior to the expected date of the termination of the pregnancy. The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner.

21.2 Parental Leave

- (a) Upon written request an employee shall be entitled to parental leave of up to twelve (12) months without pay.
- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the twelve (12) months parental leave between them.
- (c) Such written request pursuant to (a) above must be made at least four (4) weeks prior to the proposed leave commencement date.
- (d) Leave taken under this clause shall commence:
 - (1) in the case of a mother, immediately following the conclusion of leave taken pursuant to Article 21.1 or 21.3, or
 - (2) in the case of a father, following the birth or adoption of the child and conclude within the fifty-two (52) week period after the birthdate or adoption of the child. Such leave request must be supported by appropriate documentation.

21.3 Adoption Leave

Upon request and with appropriate documentation, an employee is entitled to adoption leave without pay of up to eighteen (18) weeks following the adoption of a child.

21.4 Extension of Leave

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

21.5 Benefit Continuation

- (a) For leaves taken pursuant to Article 21.1, 21.2, 21.3 and 21.4 the Employer shall maintain coverage for medical, extended health, dental, group life and long term disability, and shall pay the Employer's share of these premiums.
- (b) Notwithstanding (a) above, should an employee be deemed to have resigned in accordance with Article 21.6 the Employer will recover monies paid pursuant to this clause.

21.6 Deemed Resignation

An employee shall be deemed to have resigned on the date upon which leave pursuant to Article 21.1, 21.2, or 21.3 commenced unless he/she advised the Employer of his/her intent to return to work one (1) month

prior to the expiration of the leave pursuant to Article 21, or if he/she does not return to work after having given such advice.

21.7 Entitlements Upon Return to Work

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

ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY

22.1 Statutory Compliance

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

22.2 Joint Occupational Health and Safety Committees

The Parties agree that the intent of this agreement is to ensure that all employees shall have the maximum possible access to the Occupational Health and Safety Committee structure. To this end, a Joint Occupational Health and Safety Committee will be established to encompass the entire bargaining unit and will operate as outlined below:

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

(e) Committee meetings, training and other Committee business shall be scheduled during normal working hours whenever possible. Time spent by Committee members attending meetings held on their days of rest or outside their regularly scheduled hours of work shall not be considered time worked, but such Committee members shall receive equivalent time off at straight-time.

22.3 Unsafe Work Conditions

Where an employee acts in compliance with the Worker's Compensation Board Regulations, he/she shall not be subject to disciplinary action.

22.4 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 his/her shift without deduction from short term disability leave.

22.5 Transportation of Accident Victims

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

22.6 Investigation of Accidents

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

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

- (1) Workers' Compensation Board
- (2) Joint Occupational Health and Safety Committee
- (3) The General Manager
- (4) BCGEU President or designate.

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 BCGEU President or designate, of the nature and circumstances of the accident and arrange as soon as possible for a joint investigation.

22.7 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. Sufficient copies of the WCB Industrial Health and Safety Regulations as well as the First Aid Regulations made pursuant to the Workers' Compensation Act shall be maintained at each point of assembly.

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

(c) Employees required to possess an Occupational First Aid Certificate and who are designated to act as 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 2 - \$30.00 per biweekly period or \$65.00 per month
- Occupational First Aid Certificate, Level 3 - \$42.00 per biweekly period or \$91.00 per month

The allowance shall be prorated for partial months. Employees designated to act as the Occupational First Aid Attendant in addition to their normal duties will receive their full monthly allowance while on approved leave with pay 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 twelve (12) workdays in any month, he/she shall receive the full monthly allowance.

(1) In order to meet the requirements of (a) above, the Employer will designate in order of seniority from among those regular full-time 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 full-time 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 regular 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 part-time employee in order of seniority from those holding the appropriate Occupational First Aid Certificate, and/or
- (ii) include an Occupational First Aid Certificate as a desirable qualification on a posting pursuant to Clause 12.7(b).

(5) Failing (4) above, the Employer may require the most senior regular full-time 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.

22.8 Unresolved Safety Issues

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

22.9 Video Display Terminals

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

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

- (b) Employees who are required to operate VDT's on a continuous basis shall be entitled to two (2) additional ten (10) minute rest breaks per work day to be scheduled by agreement at the local level.
- (1) Employees required to continuously operate VDT's for three and one-half (3½) consecutive hours or longer but less than their full shift shall be reassigned to alternate work duties for one (1), ten (10) minute period. Where alternate work duties are not available, employees shall receive a ten (10) minute rest break.
- (c) (1) Pregnant employees shall have the option not to continue monitoring video display terminals which use cathode ray tubes.
- (2) When a pregnant employee chooses not to monitor such video display terminals, 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 full-time 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 BC Workers' Compensation Board or the Provincial Ministry of Health.

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

- (f) The Employer shall ensure that any new office equipment required for use in conjunction with VDT's shall meet the standards recommended by the Ministry of Labour, Occupational Environment Branch, publication "*Working with Video Display Terminals*".
- (g) The Employer shall continue to upgrade all existing equipment and facilities to meet the standards recommended by the Ministry of Labour, Occupational Environment Branch, publication "*Working with Video Display Terminals*".

22.10 Dangerous Goods, Special Wastes, Pesticides and Harmful Substances

- (a) The Employer will abide by the Industrial Health & 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 Substances, the Employer shall ensure that the employees are adequately trained in the identification, safe handling, use, storage, and /or disposal of same.

22.11 Radio Contact or Employee Check

- (a) Where employees are required to perform duties in remote isolated areas, they shall be supplied with effective radio or radio telephone communications or have a pre-arranged "*employee check*" made at specified intervals and at specified locations (as per WCB regulations).

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

22.12 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. Where the following safety equipment is required by the Workers' Compensation Board, it will be issued on an individual basis:

- (1) hard hats and liners where required
- (2) safety gloves
- (3) safety or welding goggles and helmets
- (4) respirators
- (5) protective hearing devices

(b) Replacement of unserviceable items will be made upon surrender of items to be replaced and proof that replacement is not a result of negligence by the employee.

22.13 Workplace Hazardous Materials Information System (WHMIS)

In accordance with the provisions 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.

22.14 Pollution Control

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

ARTICLE 23 - TECHNOLOGICAL CHANGE

23.1 Definition

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

23.2 Recognition of Technological Change

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

23.3 Notice of Technological Change

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

- (b) Upon receipt of a notice of technological change pursuant to 23.3(a) the Joint Labour/Management Committee shall meet within ten (10) days to consult on the impact of the proposed change.
- (c) The written notice identified in 23.3(a) will provide the following information:
- (1) the nature of the change(s);
 - (2) the anticipated date(s) on which the Employer plans to effect change(s);
 - (3) the location(s) and number(s) of employees likely to be directly affected pursuant to (d) below.
- (d) Where notice of technological change has been given pursuant to Article 23.3(a):
- (1) Regular full-time employees who are assigned by the Employer to work with the new technology shall receive a period of training and familiarization. Employees involved in training under this Section shall receive their basic pay for the period of training. Where the employee cannot meet job requirement upon completion of the training and familiarization period, the employee shall be offered either a vacancy option, or severance pay provisions of Article 13.
 - (2) To absorb those regular full-time employees who are not assigned by the Employer to work with the new technology or who are displaced because of such technological change, the Employer will endeavour to utilize normal turnover of employees within the Employer geographic location in which the change occurs, to the extent that turnover occurs during the period in which a technological change is being implemented.

23.4 Disputes Resolved

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

ARTICLE 24 - CONTRACTING OUT

24.1 No Contracting Out

- (a) The Union recognized that the Employer is obliged by the terms of its maintenance contract with the Ministry of Transportation and Highways to contract out annually on subcontracting and annually on hired equipment.
- (b) It is understood that the above 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 (c) below.
- (c) It is agreed that the Employer will not be in violation of this Article by contracting out major paving, mowing, seal coat, machine brushing, dust lay stabilization, crack sealing and ditching (ditching machine only), above the amounts required by the Ministry.
- (d) 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 Lay Off 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 Part-Time 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 part-time or a regular non-core employee not being recalled for work.

24.4 Contracting In

Nothing in this Agreement prohibits the Employer from contracting with any Party. It is agreed that all such work will be bargaining unit work and the Union agrees to meet at the Joint Labour/Management Committee level to discuss temporary modifications to this. Agreement that will be beneficial to receiving such additional work.

The Employer and the Union agree to continue to pursue additional contracting in work with a view to improving the economic stability of the business.

24.5 Warranty Work

When warranty work is performed on Argo work sites, an Argo mechanic will be assigned to work with the warranty mechanic when, in the opinion of the Mechanical Superintendent, Argo's workload will allow.

ARTICLE 25 - HEALTH AND WELFARE

25.1 Basic Medical Insurance

Employees, whether regular full-time or regular part-time, 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 maintain in good standing the Extended Health Care Plan for which the Employer shall pay one hundred percent (100%) on the monthly premium for all eligible employees and their families. The Extended Health Care Plan shall provide:

- (a) Twenty-five dollar (\$25) deductible per calendar year and reimbursement of eighty percent (80%) of the first one thousand dollars (\$1000) of eligible expenses and one hundred percent (100%) of the excess eligible expenses in each calendar year.
- (b) Prescription drugs (including oral contraceptives) on the written prescription of a physician or surgeon; diagnostic tests and x-ray exams.
- (c) Prescription drugs (including oral contraceptives) are subject to a standard dispensing limit of 34 days per prescription, however if a larger supply is needed and proves more economical, a larger supply may be supplied up to one hundred (100) days/prescription. This dispensing limit is based on the insurer industry standard.
- (d) Hospital benefits including semi-private and private accommodation; outpatient hospital services; licenses ambulance; out-of-province emergency treatment.
- (e) Regarding Licensed Paramedical practitioners, please note the following: physiotherapists and masseurs are covered at two hundred and fifty dollars (\$250)/practitioner per calendar year; chiropractors and naturopaths are subject to a maximum of two hundred dollars (\$200)/per practitioner per calendar year. Speech therapists, podiatrists, acupuncturists and registered psychologists are subject to one hundred dollars (\$100)/practitioner per calendar year.
- (f) Chiropodists (same as Podiatrist), and other Osteopaths are not covered.

(g) Registered Nursing charges are covered at reasonable and customary charges. Pre-authorization and a physician's prescription are required.

(h) One optometric exam is covered per year if performed by a licensed Optometrist. Ophthalmologist services/exams are not covered, however eyewear can be purchased up to the vision limit, if prescribed by an Ophthalmologist.

Note: Physician prescription is required.

(i) Hearing aids are covered at four hundred dollars (\$400)/60 months.

(j) Custom made Orthopaedic shoes and devices (excluding arch supports) are covered at four hundred dollars (\$400)/adults and two hundred dollars (\$200)/dependent child per calendar year.

(k) Orthotic appliances are covered at five hundred dollars (\$500)/year.

(l) Glucose monitors are covered at eighty percent (80%) up to a maximum of four hundred dollars (\$400)/lifetime. Diabetic supplies are limited to reasonable and customary charges as set out by the insurer.

(m) Prostheses and supplies as a result of a mastectomy are covered up to two hundred dollars (\$200)/year.

(n) Wheelchair rental, medical equipment and hospital beds that are medically necessary are covered.

(o) Vision Care benefit is two hundred and fifty dollars (\$250)/twenty-four (24) months for adults and children.

Note: Medical appliances require a Physicians prescription, and a pre-authorization is recommended prior to purchasing these items.

25.3 Dental Plan

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

- (1) Part A, 100 percent coverage;
- (2) Part B, 60 percent coverage;
- (3) Part C, 50 percent coverage.

(b) An employee is eligible for orthodontic services under Part C after twelve (12) months' participation in the Plan. Orthodontic services are subject to a lifetime maximum payment of \$2,500 per patient.

25.4 Group Life

(a) The Employer shall provide a group life plan with benefits equivalent to twice an employee's annual salary, with a minimum of \$100,000.00.

The Employer shall pay one hundred (100) percent of the premium on the base minimum as set out in (1), (2) or (3) above and the employee shall pay the premium for any insurance over the base minimum.

(b) Employees hired shall, as a condition of employment, enrol in the group life plan and shall complete the appropriate payroll deduction authorization forms.

(c) *Accidental Loss of Life, Limb or Sight Indemnity*

The Group Life Plan shall include the following provisions for accidental dismemberment:

- For loss of life - the principal sum;
- For loss of both hands or both feet - the principal sum;
- For loss of sight of both eyes - the principal sum;
- For loss of one (1) hand and one (1) foot - the principal sum;
- For loss of one (1) hand or foot and sight of one (1) eye - the principal sum;
- For loss of speech and hearing - the principal sum;
- For loss of one (1) leg or one (1) arm - 3/4 the principal sum;
- For loss of either hand or foot - 2/3 the principal sum;
- For loss of speech or hearing - 2/3 the principal sum;
- For loss of sight of one (1) eye - 2/3 the principal sum;
- For loss of thumb and index finger of the same hand - 1/3 the principal sum;
- Quadriplegia (total & irreversible paralysis of all 4 limbs) the principal sum;
- Paraplegia (total & irreversible paralysis of both lower limbs) the principal sum;
- Hemiplegia (paralysis of one lateral half of the body) one (1) arm & one (1) leg on the same side of the body) - the principal sum;
- For loss of the use of both hands or arms - the principal sum;
- For loss of one (1) arm or one (1) leg - 3/4 the principal sum;
- For loss of one (1) hand or one (1) foot - 2/3 the principal sum.

Employees hired on or after October 28, 1988 shall, as a condition of employment enrol in the Accidental Death and Dismemberment Plan and shall complete the appropriate payroll deduction authorization forms.

25.5 Medical Examination

Where the Employer requires an employee to submit to a medical examination or medical interview, it shall be at the Employer's expense and on the Employer's time.

25.6 Legislative Changes

If the premium paid by the Employer for any employee benefit stipulated in this Agreement is reduced as a result of any legislation 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 contract with the carrier for all the benefit plans contained within Article 25 shall be sent to the President of the Union and the appropriate BCGEU Area Office.
- (b) The Employer will develop a pamphlet detailing the provisions of the benefit plans for distribution to all employees eligible for coverage within ninety (90) days of the signing of this Collective Agreement. The cost of such a pamphlet shall be borne by the Employer.
- (c) The benefit coverage as negotiated will not be changed except by mutual agreement.
- (d) Employees who qualify for coverage under Article 25 may continue coverage, except for STIIP and Long Term Disability, while on layoff. However, they shall pay the full cost of such coverage starting the first day of the month following layoff until the last day of the month prior to the month in which they are recalled.

25.8 Eligibility

Employees shall be eligible for coverage for Health and Welfare Benefits effective the first day of the month following their appointment to regular full-time status or if they qualify under Article 30.10.

25.9 Workers' Compensation Benefits

- (a) When a regular full-time employee is on a claim recognized by the WCB, he/she shall be entitled to receive full wages, benefits and seniority until he/she is medically cleared to return to work.
- (b) Monies in reimbursement of lost wages received from WCB will be returned to the Employer.
- (c) Vacation credits will accrue on Workers' Compensation benefits.

25.10 Continuation of Benefits

Employees who are eligible for benefits under Article 25.8 above, shall be entitled to maintain coverage except for weekly indemnity and long term disability for a maximum period of twelve (12) consecutive months immediately following the month in which an employee loses benefit coverage by prepaying the premium themselves.

25.11 Employee and Family Assistance Program

The Employer agrees to pay one hundred (100%) percent of the costs of fees for service for the Employee and Family Assistance Program which is currently established between the Parties and provided by Interlock.

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

- (a) Protective clothing is understood to mean wearing apparel which protects the employee's clothing from excessive dirt, grease, sparks or chemicals.
- (b) The Employer agrees to supply the following protective apparel:
 - (1) Individual issue coveralls to the following:
 - (i) General Tradesman - maximum three (3) pair per week;
 - (ii) Apprentices - three (3) pair per week.
 - (2) Individual issue laboratory coats or counter coats:
 - (i) Mechanic Supervisor - maximum two (2) per week.
 - (3) Individual issue welder's leather jackets and aprons where appropriate.
 - (4) Plant issue rubber boots, aprons, gloves and goggles where appropriate when employees are cleaning or washing machinery or equipment.
 - (5) Plant issue coveralls to operators when they are required to service equipment.
 - (6) Plant issue coveralls to Yardmen when required.
 - (7) Plant issue coveralls to those employees engaged in the operation of Distributor Trucks, engaged in the operation of open highways sweepers and those engaged in sign maintenance, asphalt patching and crack sealing.

- (8) Disposable coveralls to those employees required to paint or apply substances resistant to cleaning.
- (c) Any individuals issue item described above must be worn by the employee on a regular basis or the Employer reserves the right to cancel this issue.
- (d) Where the Employer supplies items listed above, the Employer agrees to bear the cost of approved laundering and repair. It may be necessary in some locations for the Employer to provide the apparel and an allowance in lieu of laundry and repair. In such cases, an allowance of eighteen (18) dollars per month will be provided.

ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES

27.1 Equal Pay

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

27.2 Paydays

- (a) Employees shall be paid biweekly every second Friday. Part-time employees shall receive their paycheque no later than three (3) weeks after they commence employment.
- (b) A comprehensive statement detailing all payments, allowances and deductions shall accompany the paycheque for each pay period. All premiums and allowances payable shall be paid out no later than three (3) weeks from the date of earning them.
- (c) The Employer shall endeavour to provide for the direct deposit (electronic funds transfer) of the employee's pay in a participating chartered bank, trust company or credit Union of the employee's choice on or before the appropriate payday. Employee participation shall be compulsory except where access to a financial institution with capability of accepting direct deposit is not available. Where direct deposit is not available and paycheques are now delivered in individual sealed envelopes, this practice shall not be changed without mutual agreement at the local level.
- (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.

27.3 Rate of Pay

- (a) Employees shall be paid in accordance with the rates of pay negotiated by the Parties to this Agreement, subject to Clause 27.7 and Appendix 1.
- (b) The distribution of paycheques shall be done in such a manner that the details of the paycheque shall be confidential.
- (c) Rates of pay shall be as indicated in Appendix 1.

27.4 Substitution Pay

- (a) When an employee temporarily substitutes in, or performs the principal duties of, a higher-paying position, the employee shall receive the rate for the job. Employee's on short term disability leave, special leave, or any other paid leave of absence will be entitled to the basic rates of pay they received prior to substitution in a higher position.
- (b) Substitution pay is not payable when an employee has not been designated by the Employer to substitute, or where an employee's current position normally requires periodic substitution in the higher position as defined in the functional job description.
- (c) Where the Employer requires an employee to work part days at a higher paying position, for more than one-half (½) hour, he/she shall be paid the higher rate by one-half (½) day increments.
- (d) The application of this clause shall not include training time.
- (e) Substitution to a higher level position shall be offered to the most senior available qualified employee in the appropriate classification within that seniority block, subject to the employee's ability to perform the job.
- (f) Appointment to substitute in supervisory level positions (Foreman III and Trade Senior Supervisor) shall be made on the basis of merit.
- (g) Where an established supervisory position normally exists, a substitute may be designated in accordance with this Article.
- (h) Where more than one (1) work group works out of a common point of assembly each work group shall be considered completely independent for the purpose of substitution.
- (i) When an employee is asked to substitute into a non-union position and requests the assistance of a shop steward to discuss with management the appropriate rate of pay, such assistance will not be denied.

27.5 Rate of Pay on Reclassification or Promotion

When an employee is promoted or reclassified to a higher-paying position the employee will receive the rate for the position.

27.6 Pay on Temporary Assignment

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

27.7 Salary Protection and Downward Reclassification of Position

An employee shall not have his/her salary reduced by reason of:

- (a) a change in the classification of his/her position or;
- (b) 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 new classification.

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

27.8 Vehicle Allowance

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

Vehicle allowance shall be thirty-seven cents (37¢) per kilometre.

27.9 Meal Allowances

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

Meal allowances shall be:

- Breakfast.....\$ 8.00
- Lunch 10.00
- Dinner 18.00

27.10 Isolation Allowance

(a) Effective the date of ratification, the following isolation allowances shall apply, paid per hours worked:

	Per Hour	Maximum Biweekly
Hixon	\$.71	\$49.70
McLeese Lake	.63	44.10
Nazko	.96	67.20
Wells	.96	67.20

(b) The Joint Labour/Management Committee, as noted in Article 7.3 of this Agreement, will consider any future applications from any newly created isolated locations.

(c) The Parties agree that there shall be no reduction in isolated locations unless by mutual agreement of the Parties.

27.11 Abnormal Working Conditions

Premiums rates for abnormal working conditions shall be as follows:

(a) *Dirty Money*

A premium allowance of seventy cents (70¢) 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. Premium allowance shall apply to actual time while exposed, except that the minimum time shall be one-half (1/2) hour.

(b) *Welding and Cutting of Galvanized Material*

A premium allowance of eighty cents (80¢) 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 (1/2) hour.

(c) For mechanical repairs performed outside in minus thirty-five degrees Celsius (-35 C) or colder a premium of eighty-five cents (85¢) per hour will be paid for the time exposed with a minimum of one-half (1/2) hour.

27.12 Upgrading Qualifications

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

27.13 Accommodation, Board and Lodging

- (a) Accommodation, board and lodging allowances for employees required to work away from their headquarters shall be paid in accordance with Memorandum of Understanding 1, Part 1.
- (b) Regular full-time employees who are required to proceed on travel status shall be provided with adequate accommodations and meals. If the Employer is not able to provide this in advance, the employee is entitled to receive an adequate travel advance. The amount of advance will be determined by such factors as time away from headquarters and the frequency of reimbursement.

27.14 Relocation Expenses

Regular full-time employees who have to move from one geographic location to another after winning a competition, or at the Employer's request, shall be entitled to relocation expenses in accordance with Memorandum of Understanding #1, Part 2.

27.15 Retirement Allowance

- (a) Upon retirement from service, an employee who has completed twenty (20) years of continuous service, and who under the provisions of the Pension (Public Service) Act or Union Pension Plan is entitled to receive a superannuation allowance on retirement, is entitled to an amount equal to his/her salary for one (1) month, and for each full year of service exceeding twenty (20) years but not exceeding thirty (30) years, is entitled to an additional amount equal to one fifth (1/5) of his/her monthly salary.
- (b) For the purposes of this Article, one months' salary is:

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

27.16 Salary Rate Upon Employment

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

27.17 Telephone Allowance

- (a) Employees on travel status who are required to obtain overnight accommodation shall be entitled to claim for one (1) five (5) minute telephone call home, to or within British Columbia, for every two (2) consecutive nights away.
- (b) Where commercial telephone facilities are not available, employees will be allowed reasonable use of the Employer's facilities only after receiving permission.

27.18 Work Time Records

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

27.19 Training Allowance

Operators who are required by the Employer to provide training to a specific level and to certify to the competency of the employees so trained shall receive a premium of seventy-five cents (75¢) per hour while training. In such cases, the most senior qualified operator with the capability to provide training in the required class of equipment shall be given the opportunity to provide such training.

27.20 Special Certificate Allowance

(a) Those employees required by the Employer to hold a valid British Columbia Blaster's Certificate which is not required in their job description shall receive monthly compensation as follows:

(1)	Electrical blasting single series	\$25.00
(2)	Safety Fuse blasting	\$25.00
(3)	Combination of (1) and (2)	\$25.00
(4)	Safety fuse and electrical blasting to rated capacity of blasting machine	\$35.00
(5)	Electrical blasting for rated capacity at blasting machine	\$35.00
(6)	Seismic	\$45.00
(7)	General	\$45.00

(b) Those employees required by the Employer to hold a valid Stationary Engineer's certificate which is not required in their job description, shall receive monthly compensation of twenty-five dollars (\$25.00).

27.21 Expenses Within Headquarters Area

An employee in performing his/her duties within his/her headquarters area may claim unusual and/or extraordinary out-of-pocket expenses, subject to approval by the Employer. It is agreed that payment for out-of-pocket expenses is intended to include payment for meals where the situation warrants. It is not the intention to pay meal allowances where the employee can be reasonably expected to provide his/her own meal.

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

Classification specifications shall be established by mutual agreement with the Union, as per Addendum 1.

28.2 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.

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

(c) The Union may then refer the matter within twenty-one (21) days to the special arbitrator agreed by the Parties who shall determine the new rate of pay.

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

ARTICLE 29 - HARASSMENT

29.1 Sexual Harassment

- (a) The Union and the Employer recognize the right of employees, to work in an environment free from sexual harassment. The Employer shall take such actions as are necessary respecting an employee engaging in sexual harassment.
- (b) Sexual harassment means sexually oriented verbal or physical behaviour which an individual would reasonably find to be unwanted or unwelcome, giving consideration to all surrounding circumstances and which may detrimentally affect the work environment. Such behaviour could include, but is not limited to:
- (1) touching, patting or other physical contact;
 - (2) leering, staring or the making of sexual gestures;
 - (3) demands for sexual favours;
 - (4) verbal abuse or threats;
 - (5) unwanted sexual invitations;
 - (6) physical assault of a sexual nature;
 - (7) distribution or display of sexual or offensive pictures or material;
 - (8) unwanted questions or comments of a sexual nature;
 - (9) practical jokes of a sexual nature.
- (c) To constitute sexual harassment behaviour may be repeated or persistent or may be a single serious incident.
- (d) Sexual harassment will often, but need not, be accompanied by an expressed or implied threat of reprisal or promise of reward.
- (e) Sexual harassment refers to behaviour initiated by both males and females and directed toward members of either sex.

29.2 Personal Harassment

- (a) The Employer and the Union recognize the right of employees, to work in an environment free from personal harassment and agree that employees who engage in personal harassment may be disciplined.
- (b) Personal harassment means verbal or physical behaviour that is known or ought reasonably to be known to be abusive or offensive to another person and may be discriminatory in nature, based upon another person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, or sexual orientation. Such behaviour could include, but is not limited to:
- (1) physical threats or intimidation;
 - (2) words, gesture, actions, or practical jokes, the natural consequence of which is to humiliate, alarm or abuse another person;
 - (3) distribution or display of offensive pictures or materials.
- (c) To constitute personal harassment, behaviour may be repeated or persistent or may be a single serious incident.
- (d) Personal harassment does not include actions occasioned through the exercising in good faith the Employer's supervisory rights and responsibilities.

29.3 Harassment Complaint Procedures

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

- (a) An employee (complainant) who wishes to pursue a concern arising from an alleged harassment may submit a complaint in writing within six (6) months of the latest alleged occurrence directly to the General Manager. Where the complaint is against the General Manager, it shall be submitted to the President or other Employer Designate. Upon receipt of the written complaint, the Employer shall notify in writing the designated Union staff representative. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer.
- (b) An alleged harasser (respondent) shall be given notice of the substance of such a complaint under this clause and shall be entitled to attend, participate in, and be represented at any hearing pursuant to (f) below.
- (c) The Employer's designate shall investigate the complaint and shall submit his/her report to the General Manager in writing within fifteen (15) days of receipt of the complaint. The General Manager shall within ten (10) days of receipt of the reports give such orders as may be necessary to resolve the issue. The Union staff representative, the complainant and the respondent shall be apprised of the General Manager's resolution.
- (d) Both the complainant and the respondent shall be given the option of having a steward present at any meeting held pursuant to the above investigation.
- (e) Pending determination of the complaint, the General Manager may take interim measures to separate the employees concerned if deemed necessary. Any possible permanent dislocation will impact on the harasser.
- (f) Where either the complainant or the respondent, in conjunction with the Union, is not satisfied with the General Manager's response, the Union will put the complaint, within thirty (30) days, before a mutually agreed upon, independent adjudicator who specializes in cases of person harassment or sexual harassment. The adjudicator shall work with the Parties to achieve a mutually acceptable resolution and if this is not achieved, the adjudicator shall have the right to:
 - (1) dismiss the complaint; or
 - (2) determine the appropriate level of discipline to be applied to the harasser.
 - (3) make further recommendations as are necessary to provide a final and conclusive settlement of the complaint.
- (g) Disciplinary action taken against a harasser pursuant to this clause, shall not form the basis of a grievance.
- (h) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer will take appropriate action which may include discipline.
- (i) This clause does not preclude an employee from filing a complaint under Section 8 of the BC Human Rights Act. A complaint of personal harassment or sexual harassment shall not form the basis of a grievance.
- (j) Complaints under this Article shall be treated in strict confidence by all Parties involved.

ARTICLE 30 - PART-TIME EMPLOYEES**30.1 Part-Time Employees**

A part-time employee shall receive a letter of appointment clearly stating his/her employment status and expected duration of employment. A copy of each part-time employment letter will be sent to the appropriate Union Area Office.

30.2 Seniority

- (a) For the purpose of layoff and recall, a part-time employee who has worked in excess of thirty (30) working days shall accumulate service seniority within a seniority block on the basis of:
 - (1) all hours worked at the straight-time rate;
 - (2) designated paid holidays or days off in lieu in accordance with Clause 30.7.
- (b) The total hours above shall be converted to a seven (7) hour shift to establish seniority.
- (c) Upon completing thirty (30) working days (7 hour shift), a part-time employee's seniority shall include the accumulated thirty (30) working days.
- (d) Subject to Clause 30.4, a part-time employee shall retain his/her seniority if he/she is moved by the Employer from one seniority block or classification series to another.
- (e) Seniority lists shall be maintained at the head office and will be posted at the local level every three (3) months. Copies will be supplied to the Union on request.

30.3 Part-Time Displacement

Within a seniority block, senior part-time employees may opt to displace junior part-time employees who have been recalled if a senior part-time is unavailable for recall due to the following circumstance(s):

- (a) absence on a WCB or ICBC claim;
- (b) maternity leave;
- (c) absence on bereavement leave;
- (d) leave to participate in activities of a reserve component of the Canadian Armed Forces, or Provincial Emergency Program, or fire or police training seminars;
- (e) illness; proof of illness may be required if the absence is greater than five (5) days or where it appears a pattern of consistent or frequent absence is developing;
- (f) illness of a dependent child or spouse of an employee, where no one other than the employee can care for the child. Proof of the illness may be required if a pattern of consistent absence is developing;
- (g) Union leave per Clause 2.10 or 2.12;
- (h) jury duty;
- (i) medical or dental appointments;
- (j) any approved leave of absence without pay.

30.4 Loss of Seniority

A part-time employee will lose his/her seniority when:

- (a) he/she is terminated for just cause;
- (b) he/she voluntarily terminates or abandons his/her position;
- (c) he/she is on layoff for more than one (1) year;
- (d) he/she is unavailable for or declines three (3) offers of re-employment;
- (e) he/she becomes a regular employee.

Part-time employees who are unavailable for the following reasons will not have the decline count as an occurrence:

- (1) absence on WCB claim;
 - (2) maternity/parental leave;
 - (3) absence on bereavement leave without pay;
 - (4) leave to participate in activities of a reserve component of the Canadian Armed Forces;
 - (5) illness; proof of illness may be required if the absence is greater than five (5) days or where it appears a pattern of consistent or frequent absence is developing;
 - (6) illness of a dependent child of an employee when no one other than the employee can care for the child. Proof of illness may be required if a pattern of consistent absence is developing;
 - (7) Union leave as per Clause 2.12;
 - (8) jury duty;
 - (9) medical or dental appointments;
 - (10) any approved leave of absence without pay.
- (f) A part-time employee who goes off on sick leave, WCB or a work related ICBC claim will be treated as follows:
- (1) sick leave - maximum five (5) days seniority;
 - (2) WCB and ICBC - actual days on such claim.

In no case will seniority accumulate beyond the normal date of layoff.

30.5 Layoff and Recall

- (a) Subject to Memorandum of Understanding #5 layoff of part-time employees does not require notice and shall be in reverse order of service seniority by classification within a seniority block. Part-time employees do not qualify for severance pay.
- (b) Part-time employees on layoff shall be recalled on an as and when needed basis in order of service seniority within a seniority block provided that the part-time employee is qualified to carry out the work which is available.
- (c) Part-time employees working a winter shift may be temporarily laid off, for short periods, not to exceed five (5) consecutive shifts and no more than ten (10) days per work schedule, in reverse order of

service seniority, by the winter shift crew, so that scheduled crews can be maintained. Under these circumstances a part-time employee will be recalled by service seniority to the same crew, as required.

- (d) (1) Part-time employees, with the agreement of the Employer, may specify seasonal period of unavailability. Such agreed to periods and any alterations thereto, shall be in writing and include an effective date.
- (2) Should a part-time employee wish to revert from having specific days and/or time of availability, the employee may do so by providing the Employer with ten (10) days written notice.

30.6 Application of Agreement

- (a) Except as otherwise noted in this Article, the provisions of Articles 13, 17, 18, 19, 20, 21 and 25 do not apply to part-time employees. The provisions of other articles apply to part-time employees, except as otherwise indicated.
- (b) A part-time employee who is eligible to vote in a Federal, Provincial or Municipal election or a referendum shall have four (4) consecutive clear hours during the hours in which the polls are open in which to cast his/her ballot.
- (c) Part-time employees shall be entitled to the provisions of Article 20; however, such leave shall be without pay and without loss of seniority.
- (d) Maternity leave for part-time employees shall be in accordance with the Employment Standards Act.

30.7 Designated Paid Holidays

- (a) A part-time employee shall be compensated for holidays provided he has:
 - (1) worked the day before and the day after the holiday; or
 - (2) worked fifteen (15) of the previous thirty (30) days; or
 - (3) worked at least one hundred and five (105) hours at the straight-time rate in the previous thirty (30) days.
- (b) A part-time employee who is required to work on a paid holiday, shall be compensated at the same rate as regular employees outlined in this Agreement.

30.8 Annual Vacations

- (a) Part-time employees will be entitled to receive vacation pay at the rate of five (5) percent of their regular earnings. Part-time 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) Part-time employees, after the completion of eleven hundred hours (1100) of straight time service, who have not had the opportunity to earn a minimum of seventy hours (70) in CTO in the past calendar year, may be entitled to the balance of seventy (70) hours in vacation without pay. Such an employee will accrue seniority during any vacation leave. Such leave will be subject to operational requirements.

30.9 Health and Welfare

On the date of ratification, in lieu of health and welfare benefits, part-time employees shall receive compensation of seventy cents (\$.70) per working hour, up to maximum of forty-nine dollars (\$49.00) per biweekly pay period.

30.10 Medical, Dental and Group Insurance

- (a) Part-time employees will be eligible for coverage under Clauses 25.1, 25.2, 25.3 and 25.4 after completion of eleven hundred (1100) hours in a calendar year. Such part-time employees receiving benefits under this Clause will not receive the benefit of Clause 30.9.
- (b) Part-time employee will cease to be entitled to coverage under (a) above when he/she:
 - (1) fails to maintain eleven hundred (1100) hours worked at the straight-time rate within the calendar year following the year in which he qualified under Clause 30.10(a);
 - (2) loses his/her seniority in accordance with Clause 30.4.
- (c) Part-time employees qualified under (a) above shall be entitled to maintain coverage under such plans while on layoff by paying the premium themselves starting the month following the month they are laid off.
- (d) When a part-time employee on layoff, who has previously qualified under (a) above and has not ceased to be entitled under (b) above, is recalled, the employee shall immediately be entitled to the benefits under (a) above unless they lose the entitlement as provided for in Clause (b) above.

ARTICLE 31 - GENERAL CONDITIONS**31.1 Work Tools**

- (a) All tradesman, helpers and apprentices shall furnish and replenish his/her inventory of personal hand tools according to the approved tool list.
- (b) With the exceptions of the above, employees will not be required to supply work tools.
- (c) On February 01 of each year, mechanics and mechanic apprentices will receive a three hundred dollar (\$300.00) tool allowance if they work the previous twelve (12) months. Welders will receive two hundred dollars (\$200.00).
- (d) *Replacement of Employees' Hand Tools*

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

- (e) 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, providing the employee supplies to the Employer a list and it is approved.

31.2 Indemnity

- (a) *Civil Action* - except where a joint Union-Employer Committee considers that there has been flagrant or wilful negligence on the part of an employee, the Employer agrees not to seek indemnity against an employee whose actions result in a judgement against the Employer. The Employer agrees to pay any judgement against an employee arising out of the performance of his/her duties. The Employer also agrees to pay any legal costs incurred in the proceedings including those of the employee.
- (b) *Criminal Actions* - where an employee is charged with an offence resulting directly from the proper performance of his/her duties and is subsequently found not guilty, the employee shall be reimbursed for reasonable legal fees.

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

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

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

31.3 Payroll Deductions

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

31.4 Political Activity

(a) *Municipal and School Board Offices:*

- (1) Employees may seek election to Municipal and School Board Offices, provided that:
 - (i) the duties of the Municipal or School Board Office other than regular council or board meetings do not impinge on normal working hours as an employee;
 - (ii) there is no conflict of interest between the duties of the Municipal or School Board Office and the duties of the employee.
- (2) Where Municipal Council or School Board meeting are held during the employee's normal working hours, the Employer shall grant leave without pay to attend such meetings.

(b) *Federal and Provincial Offices:*

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

31.5 Copies of Agreements

(a) The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and his/her 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 shall be borne equally by the Parties.

The Employer shall distribute the Collective Agreements to the members at no cost to the Union.

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

COLLECTIVE AGREEMENT

between

ARGO ROAD MAINTENANCE INC.

and the

B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION

Effective from October 28, 1999 to October 27, 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.

(e) The Agreement shall be in pocket-size format, approximately 3" x 5".

31.6 Return to Headquarters

(a) 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.

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

(c) Scheduled return trips to headquarters may be altered due to operational requirements and conditions providing the period is not extended by more than five (5) working days.

31.7 Lockers

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

31.8 Parking

The Employer shall provide and maintain adequate parking for the employee's personal vehicle at the point of assembly at no cost to the employee. Adequate electrical outlets shall also be supplied at no charge.

31.9 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

Where the Employer proposes a change in work groups, the matter shall be subject to agreement between the Parties.

31.10 Private Vehicle and Property Damage

Where an employee's vehicle is damaged as a result of an agreement to change his normal assembly point, the Employer will reimburse the full cost of the deductible insurance coverage. Likewise if an employee's personal property is damaged pursuant to the above, the Employer agrees to cover reasonable costs.

ARTICLE 32 - APPRENTICES

32.1 Administration and implementation of Apprenticeship Programs

- (a) The Employer and the Union recognize that Apprenticeship Programs are the normal procedures for obtaining Journeyman qualification. Administration and implementation of Apprenticeship Programs will be administered by the Employer.
- (b) An apprentice shall be considered for a regular position upon attainment of his trade journeyman ticket.

32.2 Apprentices Attending School as Required by the BC Ministry of Labour

- (a) When an apprentice is attending school as required by the BC Ministry of Labour, he/she shall be paid his/her appropriate wage rate. Where eligible, the apprentice shall apply for a wage allowance from the Ministry of Human Resource Development and shall remit this allowance to the Employer.
- (b) The Employer will advise apprentices when they are eligible for a Ministry of Human Resource Development wage allowance.
- (c) The Employer and Union agree that if the apprentice is required to travel to a training vocational school he/she shall be reimbursed with a per diem as per Memorandum of Understanding 1.
- (d) Apprentices shall receive reimbursement over the life of the apprenticeship up to a maximum of two hundred dollars (\$200.00) to assist with the cost of approved educational textbooks.

32.3 Apprentices Attending Special Training as Required by Employer

Where apprentices are required by the Employer to attend specialized training locations, which require them to either relocate or transfer from their headquarters, they shall receive the appropriate allowance described under Clauses 27.13 and 27.14 of this Agreement.

32.4 Apprentices Moving Expense

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.

32.5 Layoff

An apprentice employee will be laid off prior to any regular full-time employee in the classification series.

ARTICLE 33 - BCGEU PENSION PLAN

33.1 Establishment of a Plan

- (a) The Employer and the Union agree to comply with the BC Pension Benefits Standards Act.
- (b) The Employer agrees to remain a contributing Employer to the Pension Fund of the BCGEU Pension Plan.
- (c) All eligible employees covered by this agreement shall participate in the BCGEU Pension Plan.

33.2 Definition of Eligible Employee

Eligible employees for the purposes of the BCGEU Pension Plan include all regular employees, as well as those employees as provided for in the Pension Benefits Standards Act of British Columbia who are eligible, on application, "after completing two (2) years of employment with earnings of not less than thirty-five percent (35%) of the year's maximum Pensionable Earnings as annually determined by Revenue Canada in each of two (2) consecutive calendar years". Eligible auxiliary employees will receive contributions effective date of ratification.

33.3 Contribution Rates

The Employer's contribution rate to the Pension Fund shall be nine percent (9%) of each employee's gross monthly earnings. The Employer shall also deduct from each eligible employee's gross monthly earnings six percent (6%) and remit that amount together with the Employer's required contribution on behalf of each employee to the Pension Fund.

33.4 Definition of Gross Earnings

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

33.5 Remittance of Contributions

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

33.6 Late Remittance

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

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

33.7 Pension Contributions While Ill or Injured

Where an employee becomes disabled and is in receipt of STIIP income, or where an employee is in receipt of Workers' Compensation Board benefits pursuant to the provisions of Article 25, whether such provisions are insured or not, that employee shall have remitted by the Employer both Employer and employee pension contributions as set out in Clause 33.3. Where an employee is no longer on the payroll but in receipt of WCB or LTD Benefits, the Employer shall remit the Employer's portion only as set out in Clause 33.3. Such amount shall be based on the employee's pre-disability classification and gross monthly earning including any wage increases for that classification.

33.8 Discontinuance of Contributions

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

ARTICLE 34 - TERM OF AGREEMENT

34.1 Duration

This Agreement shall be binding and remain in effect to midnight October 27, 2003.

34.2 Notice to Bargain

- (a) This Agreement may be opened for collective bargaining by either Party giving written notice to the other Party on or after August 1, 2003, but in any event not later than midnight, August 31, 2003.
- (b) Where no notice is given by either Party prior to August 31, 2003 both Parties shall be deemed to have given notice under this Clause on August 31, 2003, and thereupon Clause 35.3 applies.

34.3 Commencement of Bargaining

Where a Party to this Agreement has given notice under Clause 35.2, the Parties shall, within fourteen (14) days after the notice was given, commence collective bargaining or delay collective bargaining to no later than October 28, 2003.

34.4 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.

34.5 Agreement to Continue in Force

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

34.6 Effective Date of Agreement

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

34.7 Joint Orientation

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

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

George Heyman, President

Leslie Anderson, Human Resources Manager

Ren Parker, Bargaining Committee

Les Townsend, General Manager

Shane Pelletier, Bargaining Committee

Leo Rutledge, Operations Manager

Larry Thompson, Bargaining Committee

Henny Hanegraaf, Staff Representative

Dated this _____ day of _____, 2003.

APPENDIX 1

WAGE RATES AND RATES OF PAY FOR APPRENTICES

Classification	Hourly Rate Effective:			
	Current Rate	Oct.28/00	Oct.28/01	Oct.28/02
ROAD SERIES				
Labourer	20.25	20.76	21.28	21.91
Traffic Control Person	20.25	20.76	21.28	21.91
Foreman II	24.41	25.02	25.65	26.42
Foreman III	25.07	25.70	26.34	27.13
Signperson	22.50	23.06	23.64	24.35
Machine Operator 1	21.35	21.88	22.43	23.10
Machine Operator 2	22.50	23.06	23.64	24.35
Machine Operator 3	23.11	23.69	24.28	25.01
BRIDGE SERIES				
Bridge Labourer	20.25	20.76	21.28	21.91
Bridgeworker TJ	24.44	25.05	25.68	26.45
Bridgeworker TL	25.10	25.73	26.37	27.16
Bridgeworker TS	25.84	26.49	27.15	27.96
Bridgeworker TSS	26.54	27.20	27.88	28.72
MECHANIC SERIES				
Mechanic TSS	26.90	27.57	28.26	29.11
Welder HV/E TSS	26.90	27.57	28.26	29.11
Mechanic TJ (LT)	24.85	25.47	26.11	26.89
Mechanic TJ (HV)	24.85	25.47	26.11	26.89
Autobody TJ	24.62	25.24	25.87	26.64
Welder TL	26.69	27.36	28.04	28.88
Mechanic TL	25.51	26.15	26.80	27.61
Welder TJ	24.85	25.47	26.11	26.89
WAREHOUSE SERIES				
Industrial Warehouse TSIW	23.45	24.04	24.64	25.38

Upon ratification, each regular employee will be paid \$800.00 non-taxable clothing allowance.

RATES OF PAY FOR APPRENTICES

Two-year Apprenticeship Program

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

Three-year Apprenticeship Program

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

Four-year Apprenticeship Program

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

Five-year Apprenticeship Program

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

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

APPENDIX 2**SHORT AND LONG TERM DISABILITY****PART I - SHORT TERM ILLNESS AND INJURY PLAN****1.1 Eligibility**

- (a) Regular full-time employees shall be covered by the Short Term Illness and Injury Plan upon completion of probationary period.
- (b) Regular full-time employees with less than three (3) months of service who are unable to work because of illness or injury are entitled to six (6) days' coverage at seventy-five (75) percent pay in any one calendar year.
- (c) Pay for a regular part-time employee under this plan shall be based on his/her part-time percentage of full-time employment at date of present appointment.

1.2 Short Term Plan Benefit

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

1.3 Recurring Disabilities

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

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

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

1.4 Doctor's Certificate of Inability to Work

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

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

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

1.5 Integration With Other Disability Income

Short term benefits will be reduced by all other disability income benefits to which the absent employee is entitled except disability income which was being received prior to the illness or injury resulting in the employee being absent from work and which is unrelated to the illness or injury causing the current absence and the ¼ days accumulation that is being used to supplement the plan, pursuant to Article 1.2(b). Other disability income benefits will include:

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

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

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

1.6 Benefits Not Paid During Certain Periods

Benefits will not be paid when an employee is:

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

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

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

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

1.7 Employee to Inform Employer

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

1.8 Entitlement

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

1.9 UIC Premium

The Parties agree that the complete premium reduction from the Unemployment Insurance Commission accruing through the improved illness and injury plan will be returned to the Employer. Five-twelfths (5/12) of the premium reduction referred to above will be used to fund the improved benefit package contained in this agreement.

1.10 Benefits Upon Layoff or Separation

- (a) Subject to (b) and (c) below, regular full-time employees who have completed three (3) months of service and who are receiving benefits pursuant to Section 1.1(c), 1.1(d), or 1.2 shall continue to receive such benefits upon layoff or separation until the termination of the illness or until the maximum benefit entitlement has been granted, whichever comes first, if the notice of layoff or separation is given after the commencement of the illness for which the benefits are being paid.

- (b) In the event that layoff or separation notice was given prior to the commencement of the illness, benefits will cease on the effective date of the layoff or separation only if the illness commenced within two (2) months of the effective date of the layoff or separation.
- (c) Benefits will continue to be paid in accordance with (a) above for which notice of layoff or separation was given prior to the commencement of the illness and if the illness commenced more than two (2) months before the effective date of the layoff or separation.

PART II- LONG TERM DISABILITY PLAN

2.1 Eligibility

- (a) A regular full-time employee shall be covered by the Long Term Disability Plan upon completion of six (6) months active employment.
- (b) An employee who is not actively at work because of illness or injury on the work day coincident with, or immediately preceding, the date he/she would otherwise have become eligible for coverage under the Plan will not be eligible for coverage until the date the employee returns to active employment.
- (c) Coverage in the plan is a condition of employment for a regular full-time employee.

2.2 Long Term Disability Benefit

- (a) In the event an employee, while covered under this plan, becomes totally disabled as a result of an accident or a sickness, then, after the employee has been totally disabled for seven (7) months, including periods approved in Section 1.3(a) and (c), he/she shall receive a monthly benefit equal to the sum of:
 - (1) Sixty eight point three percent (68.3%) of the first twenty-two hundred dollars (\$2,200) of monthly earnings; and
 - (2) Fifty percent (50%) of the monthly earnings above twenty-two hundred dollars (\$2,200).

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

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

- (b) The Long Term Disability benefit payment will be made so long as an employee remains totally disabled in accordance with Section 2.3, and will cease on the date the employee recovers, or at the end of the month in which the employee reaches age 65, or resigns or dies, whichever occurs first.
- (c) An employee in receipt of long term disability benefits will be considered an employee for purposes of pension plan and will continue to be covered by group life, accidental death and dismemberment, extended health, dental and medical plans. Employees will not be covered by any other portion of this Collective Agreement, but will retain seniority rights should they return to employment within six (6) months following cessation of benefits.
- (d) When an employee is in receipt of the benefit described in (a) above, contributions required for benefit plans in (c) above will be waived by the Employer.

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

2.3 Total Disability

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

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

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

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

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

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

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

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

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

2.4 Exclusions from Coverage

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

- (a) war, insurrection, rebellion, or service in the armed forces of any country after the commencement of this plan;
- (b) voluntary participation in a riot or civil commotion except while an employee is in the course of performing the duties of his/her regular occupation;
- (c) intentionally self-inflicted injuries or illness;
- (d) pregnancy, childbirth, miscarriage, or abortion except severe complications following termination of pregnancy; (intention is no coverage for normal pregnancy);
- (e) a disability known to the Employer and which was specifically taken into account by the Employer and employee at time of hiring and specifically addressed in their letter of appointment.

2.5 Pre-Existing Conditions

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

2.6 Integration With Other Disability Income

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

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

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

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

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

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

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

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

2.7 Successive Disabilities

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

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

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

2.8 Cessation of Plan Coverage

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

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

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

2.9 Benefits Upon Plan Termination

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

2.10 Contributions

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

2.11 Claims

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

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

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

2.12 Physical Examination

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

2.13 Canadian Currency

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

2.14 Administration

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

2.15 Implementation by Regulation

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

2.16 Benefit Level

On the anniversary date of becoming eligible for Long Term Disability an employee's benefit will be adjusted by a Cost Of Living Allowance or three (3%) percent, whichever is the lessor of the two.

APPENDIX 3

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

Signature

APPENDIX 4

SUMMER STUDENT EMPLOYMENT

Re: TERMS AND CONDITIONS COVERING STUDENTS

Both Parties recognize the benefits of providing summer employment for students. It is the intent of the Employer to provide an opportunity for summer employment for students. Immediate family members of Argo Road Maintenance employees shall be given first option on student employment. Students shall join the Union. (Note: Students of employees from the seniority block where the work is available have preference over students of employees from other seniority blocks).

Students are restricted to the following:

- (a) Rest area maintenance/clean up.
- (b) Roadside clean up.
- (c) Hand painting of curbs, sign posts, handrail, and wheel guards on bridges.
- (d) Flagging (short duration or emergency).
- (e) Brushing for site distance (hand or line trimmer).
- (f) Equipment and vehicle washing.
- (g) Shop, stock, yard cleanup.
- (h) Miscellaneous office duties.
- (i) Mark and hand clean culvert ends.
- (j) In (a), (b), (e), (g), and (i) above the students will work under the direction of a bargaining unit position is required.
- (k) Students employed shall be restricted to the period from May 15 to September 15 each year.
- (l) Students shall receive four (4%) percent in lieu of vacation, to be included in each paycheque
- (m) The following Articles shall not apply to students: 11, 12, 13, 14, 15, 18, 19, 20, 21, 24, 25, 30, 32, 33 and Memorandums of Understanding No's 1, 2, 3, and 5.

1. The above conditions may be modified from time to time by mutual agreement between the Parties at the Labour/Management Committee Level.

2. Only students that are registered to attend school for the purpose of continuing their education after the end of the summer on a full-time basis will be considered for the student program.

- (a) Employment will only be offered to full-time students, those students taking less than a full curriculum of courses will not be considered for this program.
- (b) Depending on the number of student applicants, the Employer at his sole discretion, may decide to share the work equally (e.g. five (5) students for one month then five (5) new students for the next month).
- (c) Notwithstanding (b) above, post secondary students will be offered employment for the full duration of the Company's proposed work program.
- (d) If requested by the Employer, students may be required to show proof of registration from their previous and/or proposed education institution.
- (e) Where the number of student applicants exceed the positions available, the following system will be used:
 - students who are sons or daughters of employees will be awarded 30 points
 - students who have graduated grade 10 will be awarded 10 points
 - students who have graduated grade 11 will be awarded 11 points

- students who are registered to attend first year post secondary education will receive 15 points
 - students who currently attend post secondary education will receive 16 points
 - those students with the highest point rating will be offered employment. In the case of the tie, the decision will be made by birthdates, those born earlier in any month will be considered to have more points (e.g. students born November 2nd having the same points as a student born September 15th, the student born in November has greater points and year of birth is immaterial).
3. The hourly rate for students when employed to perform the above listed duties shall be \$11.00.
 4. Effective May 1997 a post secondary student rate of twelve dollars per hour (\$12) is added.

APPENDIX 5

EXCLUDED PERSONNEL

The following positions do not form part of the bargaining unit but rather are considered to be part of the excluded management group:

- General Manager
- Business Manager
- Office Manager
- Executive Secretary
- Operations Manager
- Mechanical Superintendents
- Roads Superintendents
- Technical Manager
- Office Staff
- Quality Control Manager

APPENDIX 6

MODIFIED SUCCESSORSHIP

BETWEEN

**Argo Road Maintenance Inc.
(the Employer)**

AND

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

WHEREAS the Employer has a highway maintenance contract with the Province of British Columbia to provide road and bridge maintenance services in Service Area 18; 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 CTO) 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 grievance 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 Highways 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.

APPENDIX 7 - EMPLOYMENT EQUITY

- (a) The Employer is committed to providing a work environment free of any form of adverse discrimination.
- (b) The Parties hereto subscribe to the principles of the *Human Rights Code of British Columbia*.
- (c) The Parties recognize the need to implement an employment equity program.
- (d) The goals of employment equity are to create a workforce which, at all levels, is representative of the diverse population it serves; and to ensure that individuals are not denied employment, advancement or training opportunities for reasons unrelated to ability to do the job.
- (e) Policies, procedures and practices with respect to recruitment, selection and promotion shall facilitate:
 - (1) opportunities for external recruitment and internal advancement to develop a workforce that is representative of the diversity of the people of British Columbia;
 - (2) the long term career development and advancement of employees covered under this Collective Agreement.
- (f) There will be a local Union/management committee on employment equity
- (g) The committee is authorized to:
 - (1) Advise the Employer on employment equity issues and initiatives;
 - (2) Develop action plans, consistent with employment equity goals established by the Employment Equity Strategy Appendix to the September 23, 1999 Road and Bridge Maintenance Industry Accord, that address creating, retaining and accommodating a representative workforce, as well as eliminating barriers to a representative workforce;
 - (3) Monitor progress of action plans; and
 - (4) Provide an annual progress report to the Tripartite Partnering Committee, or its sub-committee on employment equity.
- (h) Employees representing the Union on the local committee shall be on leave of absence without loss of pay for time on the local committee.

MEMORANDUM OF UNDERSTANDING NO. 1**BOARD AND LODGING AND RELOCATION EXPENSES**

Definitions:

For the purpose of these regulations:

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

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

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

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

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

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

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

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

"headquarters or geographic location" is that area within a 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 a 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 & LODGING REGULATIONS**1.1 Board and Lodging Allowances****(a) Local Hire**

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

(b) Employees at Their Headquarters

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

(c) Travel Status

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

(1) "stationary" employees who are required to travel away from their permanent headquarters up to a maximum of sixty (60) days at one location on a continuous basis;

(2) "seasonal field" employees who are required to travel away from their permanent headquarters up to a maximum of sixty (60) days at one location on a continuous basis, or, who are required to travel away from their assigned temporary headquarters for short periods up to a maximum of thirty (30) days at one location on a continuous basis, or who are moving from one assigned temporary headquarters to another, for a period up to thirty (30) days at the beginning of each assignment to enable them to arrange suitable longer term accommodation, or until the Employer makes other arrangements such as providing board and lodging using community services or camp facilities;

(3) Notwithstanding any provisions contained in Subsection (c)(1) or (2), travel status will not apply where the Employer decides to provide for or supplies free board and lodging.

(d) Board and Lodging

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

(1) "stationary" employees assigned to a temporary headquarters;

(2) "seasonal field" employees assigned to a temporary headquarters.

(e) Per Diem Living Allowance

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

(1) Where employees would otherwise be entitled to travel status under Subsection (c) or board and lodging supplied under Subsection (d), employees may elect a per diem living allowance in lieu of travel status or board and lodging supplied, in which case employees

shall be responsible to find and pay for their own accommodation and make an 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 transpiration 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 twenty-eight (28) dollars and fifty (50) cents 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 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 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 away from the job under Clause 31.10;
- (vi) 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 (50) percent 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 (50) percent 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 form designated headquarters and are on travel status or supplied with free board and lodging;
- (ii) where employees are on annual holiday, 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 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 of 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 the rent that may be experienced during the extended period.

1.2 Moving of Trailers and Household Effects

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

1.3 Type of Accommodation

It is agreed and understood that where the Employer supplies lodging using community services whenever possible, the employee will be entitled to single accommodation, and the sharing of a room with other employees will be not 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:

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

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

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

- (1) to field status, and other employees whose normal duties require moves from one temporary headquarters to another or from one assignment to another;
- (2) to apprentice employees when there is a pre-programmed change in their headquarters or geographic location.

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

2.2 Travel Expenses on Relocation

(a) *Initial Trip to Seek New Accommodation*

The Employer shall grant, with no loss of basis 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 Expense 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 in to the new accommodation. Such expense allowances will be in accordance with this Agreement.

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

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

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

The above allowances will be in accordance with 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 chattel 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 twenty-five thousand dollars (\$25,000);
- (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, an employee who owns a mobile home may opt to have his mobile home moved by the Employer in either of the following circumstances:
 - (1) where the employee's new headquarters area is on the list of isolated areas, providing no suitable accommodation is available, or
 - (2) where an employee is living in a mobile home which has moved to its present location by the Employer or the government of British Columbia, and the employee's headquarters prior to the impending relocation is named on the list of isolated locations.
- (b) Where an employee's mobile home is moved by the Employer under this Section then the Employer shall also arrange and pay for the following:
 - (1) moving of single wide mobile trailer or home up to the maximum width allowed on the highway with a permit including any skirting, cabanas or attachments. Where mobile homes in excessive of the above are involved, the Employer will pay:
 - the equivalent cost of moving a single wide mobile trailer or home up to the maximum width allowed on highways with a permit, or
 - the real estate and legal fees involved in selling the extra wide trailer up to a maximum of thirty-five hundred dollars (\$3,500);

- (2) comprehensive insurance to adequately protect the employee's household effects, chattels and trailer during the move up to a maximum of twenty-five thousand dollars (\$25,000);
 - (3) the setting up and levelling of a mobile home or double wide, at the new location to a maximum of five hundred dollars (\$500) upon production of receipts;
 - (4) the packing and unpacking of the employee's household effects and chattels if required.
- (c) Where an employee is living in a mobile home and is not included in (a) above, and chooses to move the mobile home to the new headquarters area, the employee shall be entitled to reimbursements for costs covered in (b) above up to a maximum of two thousand dollars (\$2,000) upon production of receipts.
- (d) Where the employee opts under this Section to have a mobile home moved, there shall be no entitlement to the provisions of Section 2.4 and 2.10.

2.6 Moving of Personal Vehicles Upon Relocation

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

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

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

2.7 Incidental Expenses on Relocation

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

- (a) when an employee purchases a private dwelling house in the new location-four hundred and twenty-five dollars (\$425);
- (b) when the employee is moving to rental accommodation in the new location-one hundred and seventy-five dollars (\$175);
- (c) when an employee is moving with a mobile home-one hundred and twenty-five dollars (\$125);
- (d) when the employee is moving to room and board-seventy-five dollars (\$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) months' 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 request a relocation from one headquarters or geographic location to another, all travelling and living expenses incurred in such a move are the responsibility of the employee.

2.10 Real Estate and Legal Fees

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

- (a) Reimbursement of fees to a maximum of four thousand five hundred dollars (\$4,500) charged by a real estate agency for the selling of the employee's private dwelling home in which he/she reside 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 (1%) percent of the first forty thousand dollars (\$40,000) of the purchase price;
 - one-half of one (1%) percent of any amount of the purchase price above forty thousand dollars (\$40,000);
 - the total cost to the Employer under part (c) shall not exceed eight hundred dollars (\$800).
- (d) Where an employee purchases a reasonable amount of property, secured a joint mortgage (land and private dwelling) and begin constructions within six (6) months of relocation (i.e., foundation poured), he/she shall be entitled to reimbursement of the 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.

MEMORANDUM OF UNDERSTANDING NO. 2
TRAINING PROGRAM FOR THE DISABLED

PREAMBLE

The objectives of the Training Program for Disabled are:

- (a) To provide a training program leading to long-term employment for disabled and disadvantaged persons;
- (b) To increase awareness among Employers of the value of hiring the disabled and disadvantaged;
- (c) To encourage the employment of the disabled and disadvantaged in the workforce.

The purpose of the program is to provide training for employment for those persons who, due to a handicap, experience difficulty in competing in the labour market; to provide training and encourage the development of skills which will assist those clients to overcome such handicaps and so become active participants in the labour force.

Each position will be designed with a training outline and will indicate a proposed time by which training will be completed.

ARTICLE 1.1

Employees on the Training program for Disabled will be given special jobs not normally carried out by the employees in the bargaining unit, or jobs where they are not expected to carry out the principal duties of that job. If there is a dispute as to whether an employee hired under this program should be classified in accordance with Article 1.1, the matter shall be arbitrated.

ARTICLE 1.2

There will be a training work term not to exceed six continuous months of employment. Pay for this initial work term will be at level one of the Clause 1.4 scale. At the completion of this six (6) months work term, an assessment of the abilities and skills of each individual will be made. If the employee is deemed not yet "job-ready" he/she may be eligible for an extension under the training program. Pay for the period of extension will be at level two on the attached scale.

ARTICLE 1.3

Employees on the training program will be considered casual employees under this Agreement.

ARTICLE 1.4

Employees shall be classified and paid in accordance with the following wage scale:

Classification	Definition	Wage Per Month
Level 1	Entrance into Training Program	90% of Office Assistant
Level 2	Completion of initial 6 months term placement	Office Assistant

ARTICLE 1.5

The hours of work for these employees will be as per the hours in the work unit.

ARTICLE 1.6

This memorandum shall form part of this Agreement between the B.C. Government and Service Employees' Union and Argo Road Maintenance Inc.

MEMORANDUM OF UNDERSTANDING NO. 3

SENIORITY BLOCKS

For the purpose of routine, preventative and annual plan road maintenance, except for emergency situations and for covering on lieu days in adjacent Seniority Blocks or to complete a shift, the Seniority Block boundaries shall define the work, jurisdiction for each work group. The boundaries of the Seniority Blocks have been negotiated as being the Ministry of Transportation and Highways foreman boundaries which are in existence.

Regular employees may overlap Seniority Blocks during the months of April through October for the purposes of machine patching, paving, lowbedding, and all bridgework. Part-time employees may overlap subject to MOU#6 and whenever all qualified part-time employees in the respective Seniority Block have declined the work.

MEMORANDUM OF UNDERSTANDING NO. 4

CORE GROUP OF EMPLOYEES

QUESNEL YARD	FM 3	Core
	FM 3	Core
	FM 2	Core
	FM 2	Core
	FM 2	Core
	FM 2	Core
	FM 2	Core
	MO 3	Core
	MO 3	Core
	MO 3	Core
	MO 3	Core
	MO 3	Core
	MO 3	Core
	MO 3	Core
	MO 2	Core
	MO 2	Core
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	MO 2	Core
	MO 2	Core
	MO 2	Core
	MO 2	Core
	MO 2	Core
	MO 2	Core
	MO 2	Core
	SGN	Core
QUESNEL MECHANICAL	TSM	Core
	TLM	Core
	TJM	Core
	TJM	Core
	TJM	Core
	TJM	Core
	TJM	Core
	TJM	Core
	TJM(LT)	Core
	TLW	Core
TJIW	Core	
NAZKO	FM 2	Core
	MO 3	Core
	MO 3	Core
	MO 2	Core
	MO 2	Core

HIXON	FM 2	Core
	MO 3	Core
	MO 3	Core
	MO 2	Core
	MO 2	Core
WELLS	MO 3	Core
	MO 2	Core
	MO 1	Core
McLEESE LAKE	FM 2	Core
	MO 3	Core
	MO 3	Core
	MO 2	Core
	MO 2	Core
BRIDGE CREW	TSSB	Core
	TLB	Core
	TJB	Core
	TJB	Core

MEMORANDUM OF UNDERSTANDING NO. 5

LAYOFF OF PART-TIME EMPLOYEES - WINTER SHIFT

The senior two (2) part-time employees in each of the road seniority blocks with a minimum of 1000 hours service seniority shall receive three (3) days work per call-out during their winter shift schedule. All remaining part-time employees will be laid off as provided for in Article 30.5 (4 total in Quesnel).

MEMORANDUM OF UNDERSTANDING NO. 6

SEASONAL PLAN WORKS

In establishing seasonal plan works crew, it is agreed that qualified volunteers will be selected with seniority as a determining factor (only if there were insufficient volunteers would junior or part-time employees be assigned). The appropriate work schedule will be determined pursuant to Article 14. Such change would not be counted as a change pursuant to Article 14.9.

Seniority Block jurisdiction - When the operation is being conducted outside of the Quesnel boundaries, regular full-time and part-time employees from the appropriate seniority block and classification will be canvassed similar to winter shift sign up, in order of seniority, to determine whether there are operators interested in changing onto the applicable shift.

The Employer agrees to circulate a tentative timetable for the operators in other seniority blocks as soon as possible and to keep the timetable updated from time to time. The Foreman responsible will solicit for interested operators based on the tentative timetable. The actual implementation of the work schedule will provide at least forty-eight (48) hours notice to the operator(s) who have applied to work the schedule.

Where operations are being conducted in the other seniority blocks and one (1) or more Quesnel operators are required, the senior employee shall have the first option to either stay on the shift or revert to the regular work schedule, depending on his preference. In all instances, the employees will be provided a minimum of forty-eight (48) hours notice.

Seasonal Plan Work is defined as: Ditching, Gravelling, Crack Sealing Salt Haul, Seal Coating, Screening and any other work mutually agreed to at the Labour Management Committee. With the exception of Ditching Screening and Salt Hauling, the Employer will endeavour not to assign Seasonal Plan Works in the month of August.

Any operational concerns, to insure the continuity of routine maintenance, will be discussed and resolved at the Labour Management Committee level.

MEMORANDUM OF UNDERSTANDING NO. 7

RE: HIXON STAFFING ADJUSTMENTS

WHEREAS, the RF 2 position has been vacated, and

WHEREAS, equipment adjustments have also taken place;

THEREFORE the Parties agree to the following staffing adjustment for the duration of the Collective Agreement:

- 1) Mr. Dale Klein will fill a newly created RF3 working foreman core vacancy.
 - This position will not be subbed into the RF3 absence.
 - The RF3 will only be a full non-working foreman as vacation relief for the excluded superintendent.
 - RF3 will commute to work on own time in a company supplied vehicle.
 - Vacation scheduling will be by mutual agreement with the excluded superintendent.

- 2) RF2 position deleted from core, unless the RF3 position is vacated, at which time the RF3 will be reverted to RF2 and filled accordingly.
 - Mr. Larry Thompson will be reclassified to RF2.
 - Status however will still hold his core MO3 position in the Hixon seniority block and be expected to fulfil all of the MO3 responsibilities.
 - There will be no back-fill to this position at any time.
 - Larry will only be entitled to substitute to RF3 when both the RF3 and Excluded Superintendent are absent on vacation.

- 3) Mr. Ernie Wilson, part-time employee, will not be converted to regular status, at this time, however, he will not be afforded less by way of Health and Welfare Benefits than if this Agreement had not been made, i.e. if Mr. Law resigns prior to the expiry of his leave of absence, the 1st of the month following the resignation but no later than the 1st of the month following the expiry of the leave of absence.

- 4) Should the full time Excluded Superintendent at Hixon be eliminated

Thence the Hixon staffing level would be, and limited to, as follows:

RF3 Core	RF2 Core
MO3 Core	MO2 Core
MO2 Core	MO2 Core

In the case of the Superintendent being eliminated, the Core RF2 position would have all of the contractual rights as laid out in the Collective Agreement.

MEMORANDUM OF UNDERSTANDING # 8

ANNUAL HOURS OF WORK

The annual hours of work as contained in Article 14.1 may be increased as follows by mutual agreement by the parties:

- a) 37.5 hours per week
- b) 40 hours per week

Where the parties agree to change the annual hours, employees will work shifts as contained in the relevant work schedule as follows:

Menu and duration of changes to be discussed.

LETTER OF INTENT NO. 1

ARTICLE 22.1 - STATUTORY COMPLIANCE

In the event that Statutes governing Occupational Health and Safety regulations and standards which pertain to employees are changed during the term of this Agreement, the Parties agree to meet and discuss the impact of those changes.

LETTER OF INTENT NO. 2

RADIOS

The Employer will make every reasonable effort to equip all mobile equipment with radios, or to work equipment in groups with at least one (1) piece of equipment in the group with a radio.

LETTER OF INTENT NO. 3

SUSPENSION OF DRIVER'S LICENSE

DRIVERS' LICENSE SUSPENSIONS

(a) When an employee, whose main function is to operate equipment, has his/her driver's license suspended for one (1) year or less and such suspension impacts on the ability of the employee to perform his/her job:

(1) The employee will retain his/her regular position on the work force and shall be engaged in non-operator duties in which he/she is qualified. He/she shall be paid at the rate established for the duties engaged in for the period of suspension. In the event such employment does not exist the employee may upon the exhaustion of ETO, CTO and vacation entitlement apply for leave of absence without pay to cover the period involved. Such leave is without benefits or pension contribution, however the employee may continue benefits consistent with the provisions of Article 30.10 (c).

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

In case of driver's license suspensions on medical grounds, each case is to be examined on its own merits; 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.

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

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

ADDENDUM**CLASSIFICATION SPECIFICATIONS**

This addendum has been jointly developed to provide all concerned with a general understanding of the duties and requirements of each job. The Parties are committed to discuss any changes that may be required during the life of this Collective Agreement with a view to reaching mutual agreement.

It is further understood that the Parties will meet and discuss new pay rates for any additional equipment not mentioned in this document. Should the Parties be unable to agree on a particular pay rate or the status of this addendum within the Agreement, the matter will be referred to Arbitration in accordance with Article 9.

Traffic Control Person

Class Definition: Positions in this level are under the general direction of a Road Foreman II or above and are responsible for regulating and controlling the vehicular traffic in and around such operations as road and bridge maintenance, construction, painting, etc.

Typical Duties: Include the setting up and removal of all necessary traffic control devices, in relation to posted speed, traffic volume, worksite location, prevailing weather, etc., monitoring, directing and controlling the flow of traffic in and around the work area in accordance with Section 52 of the Accident Prevention Regulations issued by the Workers' Compensation Board, or performing other assigned duties.

Bridge/General Labourer

Class Definition: Positions at this level perform unskilled manual work requiring little previous training or experience, but involving physical effort. Work is supervised and frequently checked in progress and upon completion by the 1st level supervisory position or above in the appropriate classification series eg: the TL-Bridgeworker or Foreman II.

Typical Duties: Include a variety of tasks in the construction and maintenance of roads, bridges, pavements, generally assisting skilled workmen with construction, maintenance and demolition work; digging, cleaning, clearing and filling ditches; constructing and clearing catch basins; laying tile drains; acting as swamper on trucks hauling heavy equipment, supplies and materials; operates small hand power tools such as air, gas, and electric tools (except chainsaw), performing other similar duties as assigned.

Qualifications: A valid Class 5 Driver's Licence is an asset for advancement and substitution M.O. duties.

Stockworker

Class Definition: Positions at this level are under close supervision and are required to assist in the general routine duties in a large storeroom.

Typical Duties: To transport articles to and from the stores; to sort and place articles on the shelves; to keep routine stock records and files and process necessary data entry compatible with an automated inventory system; to assist in dispensing articles in the stores over the counter; to sweep the store's area and maintain the working area in an orderly condition; to parcel and package articles for mailing and shipping, including breakable articles; to notify the official in charge when items of stock are in short supply; to assist in loading and unloading stock, placing same in proper location in the warehouse; may be required to drive a small truck to pick up and deliver freight to the freight office, to complete routing forms such as stock memos and credit notes; to keep simple records; performing other assigned duties.

Machine Operator 1

Education and Specialized Knowledge: Preferably secondary school graduation; a good working knowledge of the Motor Vehicle Act and Regulations; a good knowledge of safety rules and regulations as they pertain to the driving and/or operation of the vehicles, equipment and machinery involved; preferably graduation from a defensive driving course and/or a recognized training program in the driving and operation of commercial type vehicle or heavy equipment.

Specialized Abilities and Skills: Mechanical and operational aptitude; physically fit, mentally alert, safety conscious; ability to follow directions promptly and efficiently; hold the requisite valid BC Driver's License for equipment listed below; ability to work outdoors under varying weather conditions and operate any one piece or more of the equipment listed below and with the ability to learn to operate a loader for the purposes of self-loading and to perform other similar or lower classification duties as assigned, including to co-ordinate the work of up to four (4) lower classification employees when assigned to work collectively as a work group.

- Driver Operator of a single axle truck equipped with/as pick-up, crew cab, flat deck, van or tank body; dump box 3-5 yards; tailgate sander; front or under-body plough.
- Curbing machine
- Mowing or brushing machine, tractor mounted
- Flusher truck, single axle
- Single axle flat deck truck with crane up to 8,000 lbs. capacity
- Power roller, single drum or double drum up to 40" wide
- Power saw, culvert cutter, bituminous raker, culvert steamer.

Under the general direction of a Road Foreman II, or Trade Lead Hand or those above.

Machine Operator 2

Education and Specialized Knowledge: Preferably secondary school graduation; a good working knowledge of the Motor Vehicle Act and Regulations; a good knowledge of safety rules and regulations as they pertain to the driving and/or operation of the vehicles, equipment and machinery involved; preferably graduation from a defensive driving course and/or a recognized training program in the driving and operation of commercial type vehicle or heavy equipment.

Specialized Abilities and Skills: Mechanical and operational aptitude; physically fit, mentally alert; safety conscious; ability to follow directions promptly and efficiently; hold the requisite valid BC Driver's License for the equipment listed below, ability to work outdoors under varying weather conditions and operate any one piece or more of the equipment listed below, and to perform other similar or lower classification duties as assigned, including to coordinate the work of up to four (4) lower classification employees when assigned to work collectively as a work group.

- Driver Operator of a tandem axle dump truck; sander, underbody or front mount plough.
- Tandem axle flat deck truck with truck crane over 8,000 lbs.
- Pavement burner
- Bituminous sprayer
- Trailers up to 10,000 lbs. GVW
- Sweeper
- Bob Cat
- Front End Loader less than 2¼ yards
- Thermol-lay unit
- Crawler Tractor under 125 hp
- Riverboat Operator
- Skidder with Grid Packer
- Power Roller over 40 inches wide
- Tractor mounted back-hoe

Under the general direction of a Trade Leadhand or Road Foreman II and those above.

Signperson

Class Definition: Under the general direction of a Road Superintendent, positions at this level erect and maintain all signs and other painted control devices in use by district maintenance establishment including to coordinate the work of up to four lower classification employees when assigned to his work group.

Typical Duties: Include to direct a labourer when additional assistance is required; to erect, maintain and where necessary touch up such signs as street signs, directional fingerboards, speed zones and similar messages; to hand or spray paint crosswalks, hatch traffic islands, guard rails and similar devices; to keep paint and stock records and order as required; to maintain time sheets when necessary; performing other similar or lower classification duties as assigned.

Machine Operator 3

Education and Specialized Knowledge: Preferably secondary school graduation; a good working knowledge of the Motor Vehicle Act and Regulations; a good knowledge of safety rules and regulations as they pertain to the driving and/or operation of the vehicles, equipment and machinery involved; preferably graduation from a defensive driving course and/or a recognized training program in the driving and operation of commercial type vehicle or heavy equipment.

Specialized Abilities and Skills: Mechanical and operational aptitude; physically fit, mentally alert, safety conscious; ability to follow directions promptly and efficiently; hold the requisite valid BC Driver's License for the equipment listed below; ability to work outdoors under varying weather conditions and operate any one piece or more of the equipment listed below and to perform other similar or lower classification duties as assigned including to coordinate the work of up to four lower classification employees when assigned to work collectively as a work group.

Driver operator of a:

- tractor/trailer unit and trailer over 10,000 GVW
- power grader
- gradall, truck or crawler mounted
- crane, self-propelled
- crawler tractor over 125 hp
- hydraulic excavator
- chip spreader
- paving machine
- front-end loader, bucket 2¼ yards and over
- snow plough truck with wing

Under general direction of Trade Leadhand, Road Foreman II and those above.

TJ-Industrial Warehouseworker

Education and Specialized Knowledge: Education equivalent to Grade 12; valid Provincial Tradesman's Qualification Certificate or the approved equivalent, a thorough knowledge of all practices and procedures involved in both the purchasing and maintenance of inventory in a large stores establishment; a experience with computer hardware/software and general business machines.

Specialized Skills and Abilities: Ability to learn and to perform duties without immediate supervision; ability to direct; tact, sound judgement; ability to deal with other employees. A thorough knowledge of tendering procedures as they relate to both sub-contracts and regular inventory.

Typical Duties: Include preparing, issuing and analyzing invitations to quote or requests for proposals from suppliers; work order preparation and reporting; experience with automated inventory control; negotiating prices, terms and conditions of contracts using methods such as volume discounts, freight

consolidations, etc. to reduce costs; approving contracts and recommending awards; resolving post contractual problems; monitoring, amending or terminating contracts.

Include the maintaining of records of stores both in the main establishment and the outlying stores; carrying out physical inventories periodically, reconciling losses; ensuring the proper condition and storing of property; checking records of outlying stores; preparing lists of stores; supervising and where applicable instructing employees in charge of stores; performing other similar or lower classification duties as assigned.

TJ-Bridgeworker

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

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

Education and Specialized Knowledge: Preferably secondary school graduation or formal education consistent with requirements for entry into apprenticeship vocational training or equivalent; preferably completion of apprenticeship vocational training for the respective trade; valid Provincial Tradesman's Qualification Certificate or the approved equivalent, for the particular trade in which the incumbent is employed; valid BC Driver's License of the appropriate Class required to carry out related trade functions; ability to read and interpret related technical information and maintain an up-to-date knowledge of the trade.

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

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

Road Foreman II

Class Definition: Positions in this grade are under general direction of a Road Foreman III or those above, and are responsible for carrying out assigned supervisory functions relating to their respective classification in addition to operating any equipment when necessary.

Specialized Abilities and Skills: Ability to effectively supervise assigned work projects and/or activities involving combined resources of manpower, materials and supplies; ability to meet defined production standards, quotas and costs through organization, scheduling and utilization of available resources; ability to communicate with and direct employees in the designated work group, particularly for work and/or job assignments; ability to deal effectively with other employees, supervisors, administrators, management personnel and suppliers regarding work projects and/or requirements; ability to carry out related supervisory functions proficiently. Hold the requisite valid Driver's Licence for the equipment normally operated.

Typical Duties: To direct a crew where supervision is not directly available, and where a degree of independent judgement and action is required in carrying out functions within the scope of the classification and directly related fields in which they are qualified, periodically coordinating and directing the work of related professions assigned to work in the same location as required; to organize

and coordinate the work of an assigned crew in conjunction with other resources to ensure established work standards of quality and quantity along with completion schedules of designated work and/or projects of assigned crews; to ensure corresponding resource materials, supplies and/or replacements are maintained for assigned crew; to provide and/or arrange work related instruction for employees within the assigned crew; to carry out field and/or job site inspections and ensure work progress, materials and/or other requirements are maintained, under the general direction of his Road Foreman III those above.

TJ-Welder and TJ-Mechanic (HV and AUTOMOTIVE)

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

Education and Specialized Knowledge: Preferably secondary school graduation or formal education consistent with requirements for entry into apprenticeship vocational training or equivalent; preferably completion of apprenticeship vocational training for the respective trade; valid Certificate of Qualification issued by the BC Ministry of Labour or the approved equivalent, for the particular trade in which the incumbent is employed; valid BC Driver's License of the appropriate Class required to carry out related trade functions; ability to read and interpret related technical information and maintain an up-to-date knowledge of the trade.

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

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

Typical Duties: Include performing skilled journeyman level work within the scope of the trade in which they are qualified, according to standards of the corresponding trades established under the Apprenticeship Act, ie: Welder, HV Mechanic or Automotive Mechanic, etc.; directing the work of one or two non-trade related positions assigned to assist as required; performing related functions consistent with this trade.

Road Foreman III

Education and Specialized Knowledge: Preferably secondary school graduation or equivalent; a thorough knowledge of the Motor Vehicle Act and Regulations as they pertain to the driving and/or operation of the vehicles, equipment and machinery under their supervision. Thorough knowledge of the Workers' Compensation Board Health and Safety Regulations. Holder of a requisite Workers' Compensation Board First Aid Certificate. Completion of a Supervisory and Organizational Procedures training program. To read and interpret related technical information and maintain an up-to-date supervisory knowledge of designated work areas.

Experience: Related experience at the MO3 level or equivalent. Previous supervisory experience as a Road Foreman II or equivalent.

Specialized Abilities and Skills: Ability to effectively supervise assigned work projects and/or activities involving combined resources of manpower, materials and supplies; ability to meet defined production standards, quotas and costs through organization, scheduling and utilization of available resources; ability to communicate with and direct employees in the designated work group, particularly for work and/or job assignments; ability to deal effectively with other employees, supervisors, administrators, management personnel and suppliers regarding work projects and/or requirements; ability to carry out related supervisory functions proficiently under the general direction of the Excluded Management.

Typical Duties: Include to organize, schedule, assign and coordinate the work of an assigned crew in conjunction with other resources; to reorganize, reschedule and reassign job functions and resources according to work progress and/or priorities; to ensure established work standards of quality and quantity along with completion schedules of designated work and/or projects of assigned crew; to ensure corresponding resource materials, supplies and/or replacements are maintained for assigned crew; to ensure related work records and reports concerning work and/or project costs, progress, etc. are maintained for assigned crew; to provide and/or arrange work-related instruction for employees within the assigned crew, to carry out and/or participate in the initial planning, programming and estimating of resources and related costs required to accomplish and complete scheduled work and/or projects within annual budget in accordance with related standards and management direction; to carry out such functions as reviewing management reports and either implementing or preparing for corrective action and ensuring that corresponding fiscal control is maintained; to carry out field and/or job site inspections and ensure work progress, materials and/or other requirements are maintained under the general direction of his supervisor.

A thorough knowledge of tendering procedures as they relate to sub-contracts.

TL-Trades

Class Definition: Positions in this grade are under either the limited supervision and technical direction of a trade-related supervisor or under the supervision and general direction of a non-trade related supervisory position and are responsible for carrying out assigned leadhand functions related to their respective trade.

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

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

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

Typical Duties: Include, when assigned, to work individually in satellite locations on a continuous basis where supervision is not directly available, and where a degree of independent judgement and action is required in carrying out skilled journeyman functions within the scope of the trade and directly related fields in which they are qualified, periodically coordinating and directing the work of trade related journeymen and/or other non-trade related positions assigned to work in the same location as required.

OR

When assigned to work within crews, these positions are required to carry out skilled journeymen functions within the scope of the trade and directly related fields in which they are qualified, along with

coordinating and directing the work of trade-related journeymen within a designated work group and may also include directing the work of other non trade-related positions assigned to assist in the work group.

To perform other similar or lower classification duties as assigned.

TSS - Trades

Class Definition: Positions in this grade are under administrative or management supervision and technical direction and function as:

Where applicable, responsible for directly supervising an established crew of predominantly trade personnel in related trades, under direction of excluded management personnel.

Education and Specialized Knowledge: Preferably secondary school graduation or formal education consistent with requirements for entry into apprenticeship vocational training or equivalent; preferably completion of apprenticeship vocational training in the respective or directly related trade; valid Certificate of Qualification issued by the BC Ministry of Labour or the approved equivalent, in the applicable or related trade that the incumbent is supervising; valid BC Driver's License for the appropriate Class required to carry out related functions; preferably completion of a supervisory and organizational procedures training program; ability to read and interpret related technical information and maintain an up-to-date supervisory knowledge of the designated work area.

Experience: Preferably completion of a registered apprenticeship in a directly related trade, or training and work experience equivalent to the full apprenticeship contract term established for a related trade; a minimum of three (3) years' journeyman work experience, two (2) years experience as a trade leadhand or equivalent.

Specialized Abilities and Skills: Ability to effectively supervise assigned work projects and/or activities involving combined resources of manpower, materials and supplies; ability to meet defined production standards, quotas and costs through organization, scheduling and utilization of available resources; ability to communicate with and direct employees in the designated work group, particularly in work and/or job assignments; ability to deal effectively with other employees, supervisors, administrators, and/or management personnel and suppliers, regarding work projects and/or requirements; ability to carry out related supervisory functions proficiently, under the direction of management personnel.

Typical Duties: Include to organize, schedule, assign and coordinate the work of an assigned crew of employees where applicable in conjunction with other resources; to reorganize, reschedule and reassign job functions and resources according to work progress and/or priorities; to ensure established work standards of quality and quantity along with completion schedules of designated work and/or projects of assigned crew; to ensure corresponding resource materials, supplies and/or replacements are maintained for assigned crew; to ensure related work records and reports concerning work and/or project costs, progress, etc., are maintained for assigned crew; to provide and/or arrange work related instruction for employees within the assigned crew, submit pertinent information as required relating to disciplinary and safety matters so that appropriate action may be taken by the Excluded Management; to carry out and/or participate in the initial planning, programming and estimating of resources and related costs required to accomplish and complete scheduled work and/or projects within annual budget in accordance with related standards and management direction; to carry out such functions as reviewing management reports and either implementing or preparing for corrective action and ensuring that corresponding fiscal control is maintained; to carry out field and/or job site inspections and ensure work progress, materials and/or other requirements are maintained under the general direction of excluded management personnel.

To perform other similar or lower classification duties as assigned.

NOTE: APPLICABLE TO ALL CLASSIFICATIONS

Inspection Duties:

It is understood that the assignment of the periodic inspection duties as required by the Ministry of Transportation and Highways contract may be assigned to any related classification and the function will not give rise to a claim for a higher rate than that at which the employee is classified. It will be the Employer's responsibility to train and instruct the employee in the proper completion of this work.

It is further understood that the inspection duties are not exclusive to the bargaining unit (see Article 3 clause (b)) and excluded management may perform all or part of these duties at their discretion.

For the purpose of this Agreement, classifications are grouped into the following classification series:

Bridge Maintenance Series

Apprentice Bridgeworker
Bridge Labourer
TJ Bridgeworker
TL Bridgeworker
TSS Bridgeworker

Mechanical Maintenance Series

Apprentice Mechanic
TJ Mechanic LT
TJ Mechanic HV
TL Mechanic
TJ Welder
TSS Mechanic
TSS Welder

Road Maintenance Series

Traffic Control Person
General Labourer
Machine Operator 1
Machine Operator 2
Machine Operator 3
Road Foreman II
Road Foreman III
Signperson

Warehouse Series

Stockworker
Apprentices Industrial Warehouseworker
TJ - Industrial Warehouseworker