

COLLECTIVE AGREEMENT

between

CAYOOSH CONTRACTING LTD.

and the

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

Effective from May 1, 2005 to March 31, 2007

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DEFINITIONS

For the purpose of this Agreement:

- (1) *"basic pay"* - means the rate of pay negotiated by the Parties to this Agreement.
- (2) *"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 duties;
- (3) *"employee"* - means a member of the bargaining unit.
- (4) *"seniority block"* is that area as defined in Article 11;
- (5) *"holiday"* - means the 24-hour period commencing at 0001 hours of a day designated as a paid holiday in this Agreement;
- (6) *"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;
- (7) *"transfer"* - refers to the movement of an employee from one position to another which does not constitute a demotion or promotion;
- (8) *"layoff"* - includes a cessation of employment, or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, a reorganization, program termination, closure or other material change in organization, and where should work become available, employees will be recalled in accordance with Article 13;
- (9) *"leave of absence with pay"* - means to be absent from duty with permission and with pay;
- (10) *"leave of absence without pay"* - means to be absent from duty with permission but without pay;
- (11) *"point of assembly"* - means the pre-determined meeting place within a community from whence the flagging crew departs to the job site. Pre-determined meeting places will be mutually agreed to for each community and will not be changed without further mutual agreement.
- (12) *"promotion"* - means a change from an employee's position to one with a higher maximum salary level;
- (13) *"resignation"* - means a voluntary notice by the employee that he/she is terminating his/her service on the date specified;
- (14) *"rest period"* - is a paid interval which is included in the work day and is intended to give the employee an opportunity to have refreshment or a rest;
- (15) *"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;
- (16) *"termination"* - is the separation of an employee from Cayoosh Contracting Ltd. for just cause;
- (17) *"travel status"* - with respect to an employee means the assignment of the employee from his/her seniority block on the Employer's business by the Employer; but, does not apply to assignments of work where an employee is exercising seniority to secure work.

- (18) *"work day"* - is a period of twenty-four (24) consecutive hours commencing with the starting time of any shift. For the purpose of calculating compensatory overtime rates, the time worked prior to, but adjoining, a shift shall be deemed as time worked after a shift;
- (19) *"work group"* - is a flagging crew dispatched to work together for a project of one day or longer.
- (20) *"Employer"* - means Cayoosh Contracting Ltd.;
- (21) *"Union"* - means the B.C. Government and Service Employees' Union.

ARTICLE 1 - AGREEMENT AND SCOPE

1.1 Purpose of Agreement

The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union. The Parties to this Agreement share a desire to improve the quality of traffic control and safety for contractors and 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 Bargaining Unit Defined

- (a) The bargaining unit shall comprise all employees of Cayoosh Contracting Ltd.
- (b) New positions established by the Employer shall automatically be included in the bargaining unit unless specifically excluded by mutual agreement. The rates for these new positions shall be negotiated between the Parties, and resolved through the grievance procedure if necessary.

1.3 Bargaining Unit Recognition

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

1.4 Representation

- (a) 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 Article, 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.
- (b) 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.

1.5 Correspondence

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

1.6 Future Legislation

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

If mutual agreement cannot be reached, the matter may be submitted by either Party to arbitration.

1.7 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 and vice versa.

1.8 Basic Rights

At minimum, all employees will be provided the basic rights and privileges as outlined in the *Employment Standards Act*.

ARTICLE 2 - EMPLOYEE RIGHTS

2.1 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.

2.2 Stewards

The Employer recognizes the Union's right to appoint stewards and the Union shall notify the Employer of such appointments in writing. A steward shall obtain the permission of his/her supervisor prior to leaving his/her work area to attend to Union duties relating to the Employer's operations. Leave for this purpose shall be without loss of pay and permission shall not be unreasonably withheld.

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

2.4 Time Off for Union Business

- (a) Leave of absence without pay and without loss of seniority shall be granted by the Employer for:
- (1) an elected or appointed Union representative to attend conventions of the Union and/or bodies to which the Union is affiliated;
 - (2) an elected or appointed Union representative to attend to Union business which requires them to leave their general work area;

- (3) for employees who are representatives of the Union on the Bargaining Committee to attend meetings of the Committee; and
 - (4) to an employee called by the Union to appear as a witness before an Arbitration Board.
- (b) To facilitate the administration of Union leaves without pay, the leave shall be given at current pay and the Union shall reimburse the Employer for salary and benefit costs. The Union shall provide the Employer with seventy-two (72) hours' notice prior to the commencement of such leave. The Employer will not unreasonably withhold the granting of such leave where less than seventy-two (72) hours' notice is given.
- (c) To facilitate the administration of Union leaves without pay, the leave will given at the current rate of pay and the Union shall reimburse the Employer for salary costs.

2.5 Union Bargaining Committee

The Employer agrees to grant leave of absence without loss of pay and without loss of seniority for up to three (3) employees who are representatives of the Union on the Union's Bargaining Committee. The leave shall apply to days of negotiation.

2.6 Union Bulletin Board

Due to the nature of the business and the lack of a regular point of assembly that can be used for the purposes of a bulletin board, the Employer agrees to distribute Union information and notices in conjunction with the member's paycheques. Such information shall be provided by the Area Office.

ARTICLE 3 - UNION SECURITY

3.1 Membership

- (a) All employees hired shall, as a condition of employment, become members of the Union and maintain such membership upon completion of thirty (30) days worked.
- (b) The Employer agrees to process the Union's membership application cards for new employees and to remit the application and any initiation fee to the Union with the next dues remittance. The Union agrees to furnish application cards.
- (c) The Employer agrees to provide a new employee with the name and phone number of his/her steward and to provide steward(s) with the name(s) of each new employee in her/his area.

ARTICLE 4 - UNION DUES

4.1 Dues and Assessments

- (a) The Employer shall deduct from the wages of each employee in the bargaining unit, an amount equal to the regular dues payable to the Union by a member of the Union. As a condition of continued employment, each employee shall provide the Employer with a written authorization to make such deductions.
- (b) The Employer shall deduct from each employee, who is a member of the Union, any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union and remit such money to the Union.
- (c) Deductions shall be made monthly and remitted to the President of the Union no later than the 15th day of the subsequent month. The Employer shall also provide the Union with member information including the following:

- Social Insurance Number
- Surname and first name
- Job Classification
- Monthly dues
- Gross pay
- Address List

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

4.2 Income Tax Receipts

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

ARTICLE 5 - EMPLOYEE RECORDS

5.1 Access to Personnel File

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

5.2 Personnel File Entries

An employee will be given a copy of any document placed upon an employee's personnel file which may form the basis of disciplinary action. Upon request, any such document shall be removed from the employee's file after the expiration of twelve (12) months from the date it was issued provided there has not been a further infraction.

ARTICLE 6 - EMPLOYER RIGHTS

6.1 Employer Recognition

The Union recognizes the right of the Employer to operate and manage its business in all respects except as otherwise specified in this Agreement.

6.2 Bargaining Unit Work

Those excluded employees named in Article 1.2 shall be allowed to perform bargaining unit work.

ARTICLE 7 - STRIKE OR LOCKOUT

7.1 No Interruption of Work

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

7.2 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 agree to provide services of an emergency nature.

7.3 Right to Refuse to Cross a Picket Line

Employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the 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.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.1 Grievance Procedure

Should a dispute arise respecting the interpretation, application, operation or any alleged violation of a provision 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 following manner.

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(s) within fifteen (15) calendar days after receipt of the grievance. This meeting may be waived by mutual agreement. Following such a meeting, the Employer's designate shall respond within ten (10) calendar days in writing to the Union's Area Representative.

8.4 Time Limit to Submit to Arbitration

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

8.5 Policy Grievance

Either Party may submit a policy grievance respecting the general application, interpretation or alleged violation of an article of this Agreement, within twenty-one (21) calendar days at arbitration pursuant to Article 9.1. In such instance a Step 2 reply is not required.

8.6 Time Limits

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 Parties may agree to extend time limits by mutual agreement.

8.7 Administrative Provisions

Grievances may be filed by hand delivery or other mutually agreeable means. Grievance replies shall be sent by certified mail, by hand delivery or courier. Written replies and notifications shall be deemed to be

presented on the date which they are certified or accepted by a courier and received on the day they were delivered to the appropriate office.

8.8 Technical Objections

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

8.9 Deviation from the Grievance Procedure

(a) The Employer agrees that, after a grievance has been initiated at Step 1, no discussion will be entered into respecting the grievance with the aggrieved employee without the consent of the Union.

(b) In the event that, after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through another channel, the Union agrees the grievance shall be considered to be abandoned.

ARTICLE 9 - ARBITRATION

9.1 Notification

Pursuant to Article 8.4, the Union Area Representative may submit a grievance to arbitration within thirty (30) days of the date of receipt of the Employer's Step 2 response or of the date it was due by giving notice to the Management of Cayoosh Contracting Ltd. of the Union's intent to arbitrate.

9.2 Pre-Arbitration Meeting

The President of the Company or his/her designate shall meet with the Union Representative within fifteen (15) days of the receipt of the Union's notice of intent to arbitrate.

The Parties will attempt to resolve the grievance, or alternatively explore common ground respecting the matter, and agree upon an Arbitrator as selected from the following list:

- Barbara Bluman
- Judy Korbin
- Marguerite Jackson
- Donna Gillis

Selection will be done on a rotational basis, according to availability.

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.

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) Notwithstanding the foregoing, the Parties agree to utilize the mediation provisions of the relevant labour Act as an alternative dispute-resolving mechanism on a mediation/arbitration basis.
- (b) Notwithstanding the foregoing, the Parties may agree to utilize the provisions of Section 104 of the Labour Relations Code as an alternative dispute resolution mechanism. For the convenience of the Parties, Section 104 of the Labour Relations Code is attached to this Collective Agreement as Appendix "B". It is agreed that should Section 104 of the Labour Relations Code be substantially altered or deleted, Section 9.6 of the Collective Agreement shall be rendered null and void.

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 Right to Steward

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

10.2 Suspension or Discharge

In the event of a grievance arising from an employee's suspension or dismissal, the Employer agrees to notify the employee, in writing, setting out the grounds for the Employer's action. A copy of the notice will be sent to the Union's Area Office within five (5) calendar days. Grievances arising from suspension or dismissal, shall be filed at arbitration pursuant to Article 9.1 within fourteen (14) calendar days of the suspension or dismissal.

10.3 Probationary Period

- (a) Each new employee shall serve a probationary period of thirty (30) days worked from date of hire, during which time the Employer shall assess suitability for continued employment.
- (b) The Employer, during the probationary period, may release the employee for unsuitability for continued employment.

ARTICLE 11 - SENIORITY

11.1 Seniority Defined

- (a) The seniority date for an employee shall be the date that employee commenced employment with the Employer in each seniority block; except that probationary employees will not be entitled to exercise their seniority until they have successfully completed probation.

- (b) When two (2) or more employees have equal seniority the order of establishing their relative seniority will be determined by taking the last three (3) digits of the employee's social insurance number, in reverse order, the higher will be senior.
- (c) An employee on a claim recognized by the Workers' Compensation Board shall be credited with service seniority and will be reinstated to his/her former position upon recovery.

11.2 Seniority Blocks

- (a) Seniority blocks will be as follows:
- (1) From Village Gate Boulevard North in Whistler, including (Agreed Oct 29/30/02)
Pemberton
Birkin
Darcy
Duffy Lake
 - (2) South of Village Gate Boulevard in Whistler, including
Squamish
Porteau Cover to Vancouver inclusive
 - (3) Sunshine Coast which includes Port Melon to Egmont inclusive.
 - (4) Powell River, Saltery Bay/Lund inclusive, and Texada Island
 - (5) Okanagan/Shuswap *see Appendix D – Seniority Blocks

(b) The Employer agrees to dispatch work that becomes available within the geographic boundaries of the seniority block to employees in order of their seniority. It is understood that an employee may register for work in any seniority block for which they are qualified. Seniority commences with the start of work date in each block, however, it is understood that travel and other allowance costs will not be increased to the Employer from that of a local hire.

11.3 Seniority Lists

The employer shall supply a seniority list to employees once every four (4) months.

11.4 Loss of Seniority

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

- (a) he/she is terminated for cause;
- (b) he/she voluntarily terminates his/her position;
- (c) he/she is not recalled for a work assignment in a twelve (12) month period;
- (d) declining recalls pursuant to Article 13.3

ARTICLE 12 - PROMOTIONS AND VACANCIES

12.1 Senior Qualified Applicant within the Seniority Block

When a vacancy for a position occurs, the Employer shall offer the position to the senior qualified employee in the seniority block.

12.2 Interview Expenses

Candidates for a position shall be granted leave of absence with current pay as required for any interview. The applicant will upon pre-approval have his/her travelling, accommodation and meal expenses paid.

12.3 Trial Period

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

ARTICLE 13 - LAYOFF AND RECALL

13.1 Role of Seniority in Layoff

- (a) In the event of a layoff, employees will be laid off by reverse seniority within a seniority block. The Employer shall give the employee as much advance notice as possible. More senior employees may opt to be laid off before junior employees.

13.2 Recall of Employees

Recall of employees from the recall list will be in order of seniority in the following sequence:

- (a) senior qualified employee from within the seniority block;
- (b) senior qualified employee from an adjacent seniority block.

13.3 Declining a Recall

It is expected that employees will not unreasonably decline work within their seniority block or other blocks to which they are registered. Accordingly, where an employee declines work on more than three (3) occasions in a calendar year without reasonable excuse, he/she will be dropped to the bottom of the seniority list by assigning him/her a new hire date. The new date shall be the date of the third decline. Reasonable excuses shall be as follows:

- (a) on leave pursuant to Article 20;
- (b) absence due to a WCB claim;
- (c) illness; proof of illness will be required if the absence is greater than three (3) days or where it appears a pattern of consistent or frequent absence is developing;
- (d) illness of a dependent child of an employee, where no one other than the employee can care for the child. Proof of illness may be required if a pattern of consistent absence is developing. Such leave will not exceed two (2) days;
- (e) Union leave per Article 2.4;
- (f) jury duty;
- (g) medical or dental appointments. Proof will be required.

Where the employee notifies the dispatcher in advance that he/she is unavailable, due to the reasons set out above, such unavailability may not count as a decline. It is understood that an employee may limit his/her availability to any classification for which he/she is qualified.

To be counted as a decline, personal contact should have occurred, however, where an employee cannot be reached at his/her usual phone number within a twenty-four (24) hour period, the Employer is entitled to assume he/she is unavailable and record a decline by writing to the employee. A minimum of three (3) calls, reasonably spaced will be attempted. The Employer agrees to refrain from calling after 9:00 p.m. except in an emergency.

13.4 Relocations of a Temporary Nature

No employee shall be transferred to a position outside his/her regular seniority block except by mutual agreement and provided there is no employee eligible for recall pursuant to Article 13.2 above. Except for employees who register for work in another seniority block or those who agree to accept recall in an adjacent seniority block, employees who are transferred outside their normal seniority block will have all necessary expenses such as meals, accommodation and travel paid for by the Employer.

ARTICLE 14 - HOURS OF WORK

14.1 Work Schedules

The Parties recognize that work schedules shall meet the hours of operation and shall consider unusual or seasonal demands and functionally linked work groups within and without the bargaining unit.

14.2 Hours of Work

- (a) The hours of work shall be eight (8) hours in a day and forty (40) hours in a week, inclusive of two (2) paid rest periods in each eight (8) hour shift.
- (b) The work week shall be Sunday to Saturday.
- (c) Employees who are required to eat their meals at their work station shall have the meal period scheduled with pay within their work day.
- (d) Notwithstanding Clause 14.2(a), the Employer may institute a four (4) day, ten (10) hour shift pattern with the approval of the union stewards, it is agreed that the steward shall have access to the potential contract between the Employer and its customer.

14.3 Minimum Hours

An employee who reports for work on the call of the Employer is entitled to a minimum of four (4) hours pay at the regular rate unless the work is cancelled prior to the employee commencing the work, in which case the employee is entitled to a minimum of two (2) hours' pay at the regular rate subject to the terms of the flagging contract in place at the time.

14.4 Standby Provisions

- (a) Where employees are required to stand by to be called for duty under conditions which restrict their normal off-duty activities, they shall be compensated at straight time in the proportion of one (1) hour's pay for each three (3) hours standing by (or prorated portion therefore). 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.
- (b) Employees required to stand by under Clause 14.4(a) above will not be required to stand by on two (2) consecutive weekends or two (2) consecutive designated paid holidays, except by mutual agreement. This provision will not apply in emergency situations.
- (c) Employees required to be on stand by shall be assigned standby on an equitable basis considering the qualifications of employees required.

14.5 Meal Periods

- (a) Recognized meal periods will be within the middle two (2) hours of the work day or shift. The normal meal period will not be less than one-half (½) hour and not more than one (1) hour.

Lengthening of the scheduled work day will not be achieved by expanding the normal meal period except by mutual agreement.

- (b) Where employees are required to work during their meal period, they shall be paid for that time.
- (c) Provided that the limits for the meal periods are not exceeded, employees may leave their workplace to take such breaks. However, where an employee chooses to leave his/her workplace the Employer shall not be responsible for his/her transportation.
- (d) Employees must be requested by the Employer to stand by in order to be paid standby.

14.6 Cross Working

When an employee is working for a client and is requested to work for a second client in the same day a four (4) hour minimum will apply. The second client must authorize any overtime that may result from accumulated hours. The employees' site slip must clearly state overtime rates apply in order for the overtime to be paid.

ARTICLE 15 - SHIFT WORK

15.1 Weekend Shifts

An employee will not be required to work in excess of four (4) weekend days per month except by mutual agreement.

15.2 Definition of Shifts and Shift Premiums

- (a) *Day Shift* - all hours on any shift starting between 6:00 a.m. and 6:00 p.m. inclusive;
- (b) *Afternoon/Night Shift* - all hours on any shift starting between 6:01 p.m. and 5:59 a.m.
- (c) Effective date of ratification fifty cents (50¢) per hour for afternoon/night shift work.

ARTICLE 16 - OVERTIME

16.1 Definitions

- (a) *"Overtime"* - means work performed by an employee in excess of eight (8) hours in a day or forty (40) hours in a week.
- (b) *"Straight-time rate"* - means the hourly rate of remuneration;
- (c) *"Time and one-half"* - means one and one-half times the straight-time rate;
- (d) *"Double time"* - means twice the straight-time rate;
- (e) *"Double time and one-half"* - means two and one-half times the straight-time rate.

16.2 Overtime Entitlement

Overtime shall be compensated in fifteen (15) minute increments; however, employees shall not be entitled to any compensation for periods of overtime of less than five (5) minutes per day.

16.3 Sharing of Overtime

Where a work crew is assigned to work at a jobsite and overtime is required, the senior employees working at that jobsite will be given the first opportunity to work the overtime.

16.4 Overtime Compensation

- (a) Overtime shall be compensated at the following rates:
 - (1) time and one-half for the first three (3) hours worked in excess of eight (8) hours on a work day; and
 - (2) double time for hours worked in excess of 1 (above);
 - (3) time and one-half for all hours in excess of forty (40) hours in a week up to forty-eight (48) and double time thereafter, excluding daily overtime.

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

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

16.5 Overtime Meal Allowance

- (a) When an employee is required to work in excess of two and one-half (2½) hours overtime immediately before or after completion of eight (8) hours in a work day shall be provided with a meal or shall be reimbursed with an overtime meal allowance, and a meal break of one-half (½) hour with pay will be given. The overtime meal allowance shall be ten dollars (\$10). The overtime meal allowance is subject to the employee not being aware of the overtime prior to reporting to work.
- (b) If the employee continues to work overtime beyond three (3) hours, a further meal or allowance and meal break as above shall be provided upon completion of an additional four (4) hours worked, and upon the completion of every three (3) hours worked thereafter. This benefit is subject to the employee making a reasonable effort to notify the Employer when the shift is going beyond twelve (12) hours.
- (c) In the case of an employee called out on overtime to work on a rest day, this clause will apply only to hours worked outside his/her regular shift times for a normal work day.
- (d) Where any of the meals provided under Clause 16.5(a), (b), (c) or (d) above duplicates a meal to which an employee is entitled, then the employee shall receive only one (1) benefit for each meal.

16.6 Right to Refuse Overtime

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

16.7 Callout Provisions

- (a) *Callout Compensation*

An employee who is called back to work after a shift shall be compensated for a minimum of four (4) hours at straight time rates up to a total of eight (8) hours for the entire day after which overtime shall apply.

- (b) *Overtime or Callout*

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

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

(c) Should the employee be required to work that period which is considered free from work as provided for in Clause 16.7(b)(1) and above, then that portion of the shift shall be compensated at overtime rates.

16.8 Rest Interval After Overtime

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

16.9 Method of Compensation

Overtime compensation shall be paid out on each paycheque.

16.10 Allocation of Overtime

Pursuant to Article 16.3 and except in the case of emergencies, overtime shall be allocated on an equitable basis to qualified employees.

For the purpose of this Article, an effort by the Employer to contact an employee shall constitute an opportunity to work overtime.

16.11 Overtime Records

The Employer agrees that overtime records shall be maintained and access shall be given to a Union Representative in the event of a dispute.

ARTICLE 17 - PAID HOLIDAYS

17.1 Paid Holidays

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

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
British Columbia Day	Boxing Day

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

17.2 Holiday Falling on a Work Day

An employee who works on a designated holiday shall be compensated at the rate of double time for hours worked, except for Christmas and New Year's Day when the compensation shall be at the rate of double time and one-half for hours worked.

17.3 Holiday Coinciding With a Day of Vacation

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

17.4 Christmas or New Year's Day Off

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

17.5 Paid Holiday Pay

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

17.6 Statutory Holiday Pay

After thirty (30) calendar days of employment, an employee is entitled to statutory holiday pay, which will be calculated as follows:

- (a) for an employee who has worked at least fifteen (15) of the last thirty (30) days before a statutory holiday, by dividing the employee's total wages, excluding overtime wages, for the thirty (30) day period by the number of days worked;
- (b) for an employee who has worked less than fifteen (15) of the last thirty (30) days before a statutory holiday, excluding overtime wages, for the thirty (30) day period by fifteen (15).

ARTICLE 18 - ANNUAL VACATIONS**18.1 Vacation Pay**

Employees shall be paid four percent (4%) of their gross wages as vacation pay. The employee will receive vacation pay annually. Employees shall be granted vacation leave as per Employment Standards, upon request, subject to scheduling arrangements. Employees, upon completion of five (5) years' service, shall receive six percent (6%).

18.2 Vacation Credits Upon Death

Earned but unpaid vacation allowance 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 - TRAINING**19.1 Selection for Training**

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

- (a) senior employee within the classification;
- (b) other employees as designated by the Employer.

19.2 Reimbursement for Approved Courses

- (a) Employees who have successfully completed their probationary period shall be reimbursed one hundred percent (100%) of costs incurred for flagging ticket recertification or renewal.

- (b) The Parties to this Agreement may, by mutual consent, agree to an alternate reimbursement percentage for approved job-related courses.
- (c) Termination of employment will nullify any obligation of assistance by the Employer.
- (d) Subject to employees working exclusively with Cayoosh Contracting Ltd. at the time.

19.3 Training Away from Regular Assembly Point

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

19.4 Training for New Employees with no previous experience

The Employer shall ensure that new employees with no previous experience shall receive a minimum of two (2) consecutive days of practical training with an experienced qualified flag person. This training shall commence on date of hire and be with pay. The Employer shall designate the trainer.

ARTICLE 20 - SPECIAL AND OTHER LEAVE

20.1 Bereavement Leave

- (a) In the case of bereavement in the immediate family, an employee shall be entitled to special leave, without loss of pay, for two (2) consecutive work days, immediately following the date of death.
- (b) Immediate family is defined as an employee's parent, wife, husband, child, brother, sister, father-in-law, mother-in-law.
- (c) In the event of the death of the employee's grandparents, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and any other relative permanently residing in the employee's household or with whom the employee permanently resides, the employee shall be entitled to special leave for one (1) day for the purpose of attending the funeral.

20.2 Special Leave

- (a) Where leave from work is required, an employee shall be entitled to special leave without 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 pall-bearer or mourner - one-half (½) day;
 - (8) court appearance for hearing of employee's child - one (1) day.
- (b) Two (2) weeks' notice is required for leave under (a)(1), (2), (5) and (6).

20.3 General Leave

Subject to mutual agreement between the Parties, 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 in writing for withholding approval.

20.4 Maternity Leave

A pregnant employee shall qualify for maternity leave.

- (a) Upon request, the employee shall be granted leave of absence without pay for a period of not more than fifty-two (52) weeks.
- (b) The period of maternity leave without pay shall commence nine (9) weeks before the expected date of confinement.
- (c) The Employer shall, upon request by the employee, defer the commencement of maternity leave for any period approved in writing by a qualified medical practitioner.
- (d) On return from maternity leave, an employee shall be placed in his/her former position with seniority, as though she had not been absent from work or in a position of equal rank and salary, with seniority, as though she had not been absent from work.

20.5 Adoption Leave

- (a) Upon request, and after six (6) calendar months have passed from the date he/she commenced employment with the Employer an employee shall be granted leave of absence without pay for up to thirty (30) weeks following the adoption of a child. The employee shall furnish proof of adoption, if requested.
- (b) Where both parents are employees of the Employer, the total period of adoption leave to be taken by either or both parents is thirty (30) weeks (unless extended).

20.6 Parental Leave

An employee shall be entitled to a parental leave of up to twelve (12) consecutive weeks without pay in a period commencing:

- (a) with the week in which a new born child or children arrives in the employee's home; or
- (b) with the week a child or children is placed in the employee's home for the purpose of adoption and ending fifty-two (52) weeks after the week in which the new born child or children or adopted child or children arrives or is placed in the employee's home. Where parental unemployment insurance benefits are extended under S.11(7) of the *Unemployment Insurance Act* (or any replacement provision) the period of parental leave entitlement under this clause will be extended for an equal period.

ARTICLE 21 - OCCUPATIONAL HEALTH AND SAFETY

21.1 Statutory Compliance

The Union and the Employer agree to cooperate fully in matters pertaining to the prevention of accidents and occupational disease and in the promotion of the health and safety of all employees.

There shall be full compliance with all applicable statutes and regulations pertaining to the working environment.

21.2 Unsafe Work Conditions

No employee shall be disciplined for refusal to work on an assignment in which, he/she considers to be unsafe.

21.3 Injury Pay Provisions

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

21.4 Transportation of Accident Victims

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

21.5 Serious or Fatal Accidents

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

21.6 Industrial First Aid Requirements and Courses

Where the Employer has a contract with a customer that requires the Employer to provide an employee with a First Aid Certificate, such employee will receive a premium in accordance with 21.7(c):

- (a) The Union and the Employer agree that First Aid Regulations made pursuant to the *Workers' Compensation Act* shall be fully complied with.
- (b) Where the Employer requires an employee, or where the employees are currently performing first aid duties in addition to the normal requirements of the job, the cost of obtaining and renewing the Industrial 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 Industrial First Aid Certificate and who are designated to act as the First Aid Attendant in addition to their normal job responsibilities shall receive the following allowance on the basis of the Class of certificate which they hold.
 - Industrial First Aid Certificate, Class A – 50¢ per hour;
 - Industrial First Aid Certificate, Class B – 40¢ per hour;
 - Industrial First Aid Certificate, Class C – 30¢ per hour.
- (d)
 - (1) In order to meet the requirements of (a) above, the Employer will designate in order of seniority from among those employees holding an appropriate Industrial First Aid Certificate to act as the First Aid Attendant in addition to the normal requirements of the job.
 - (2) Where no employee within the work group possesses an Industrial First Aid Certificate, the opportunity to obtain a Certificate will be offered to employees within the work group in order of service seniority, provided the employee can meet the requirements of the WCB regulations to undertake the training in order to obtain an Industrial First Aid Certificate.
 - (3) In the event that the procedures outlined above do not meet the requirements of Clause 21.7(a), the Union will assist the Employer to meet their obligations by approaching employees in the work group on behalf of the Employer.
 - (4) Failing Clause 21.7(d)(3) above, the Employer may require the most senior employee within the work group who can meet the requirements of the WCB regulations to undertake Industrial First Aid training in order to obtain a Certificate.

21.7 Dangerous Goods, Special Wastes, Pesticides and Harmful Substances

Where employees are required to work with or are exposed to any dangerous goods, special waste, pesticide or harmful substance, the Employer shall ensure that the employees are adequately trained in the identification, safe handling, use, storage, and/or disposal of same. The Employer to provide any protective gear.

21.8 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.

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

21.9 Safety Courses

The Employer shall pay for all courses and/or training required pursuant to the WCB Regulations.

ARTICLE 22 - CONTRACTING

22.1 No Contracting Out

The Employer agrees not to contract out any of the Employer's work presently performed by employees covered by this Agreement.

ARTICLE 23 - HEALTH AND WELFARE BENEFITS

23.1 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.

23.2 Health and Welfare

In lieu of health and welfare benefits, employees shall receive thirty (30¢) cents per hour after 1000 hours worked. Those on payroll prior to June 13, 1998 will continue to receive the Health and Welfare benefits, regardless of number of hours worked.

ARTICLE 24 - EMPLOYEE EQUIPMENT AND CLOTHING

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

- (1) respirators
- (2) protective hearing devices
- (3) reflective vests and cuffs
- (4) paddle

(b) *Replacement Provisions*

Replacement of unserviceable items will be made upon surrender of items to be replaced.

(c) All equipment issued shall be returned to the Employer at the end of the season.

(d) All new employees hired will be required to provide the Employer with a fifty dollar (\$50.00) deposit for the personal protective equipment listed in Article 24.1(a). This deposit will be refunded to the employee when they return the personal protective equipment listed in Article 24.1(a) to the Employer.

24.2 Radios

The Employer shall ensure that each crew is equipped with a minimum of two (2) two-way radios at each work location, where visibility is impaired as deemed by the Employer.

24.3 Boot Allowance

Employees shall receive a seventy-five dollars (\$75.00) boot allowance upon completion of 1,000 hours of service and every 1,000 hours of service thereafter. Employees will be required to produce a receipt of their purchase.

ARTICLE 25 - RATES OF PAY AND CLASSIFICATION

25.1 Rates of Pay

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

25.2 Classification and Salary Assignments

(a) When a new substantially altered classification covered by this Agreement is introduced, the rate of pay shall be subject to negotiations between the Employer and the Union. If the Parties are unable to agree, the matter will be referred to Arbitration, pursuant to Article 9.

25.3 Paydays

(a) Employees shall be paid every second Friday.

(b) A comprehensive statement detailing all payments, allowances and deductions shall accompany the paycheque for each pay period.

(c) Where direct deposit is instituted, the Employer will deposit, without cost to the employee, an employee's pay in a participating chartered bank, trust company or credit union of the employee's choice on or before the appropriate payday. Where direct deposit is not available, an employee's pay will be delivered in individual sealed envelopes.

ARTICLE 26 - PREMIUMS AND ALLOWANCES

26.1 Travel Time Premium

Employees who are required to travel more than forty (40) kilometres in each direction from his/her residence to the jobsite, within his/her own area will receive a premium of eighty cents (80¢) per hour for

each hour worked. Employees who are required to travel to a jobsite which is outside of his/her own area, will receive a premium of one dollar and twenty-five cents (\$1.25) per hour for each hour worked.

26.2 Meal Allowances

Employees requested to travel away from their seniority block shall be entitled to a meal allowance.

Effective the date of ratification meal allowances shall be:

Breakfast	\$ 8.25
Lunch	10.40
Dinner	17.63

26.3 Accommodation, Board and Lodging

- (a) Double accommodation, for employees who are assigned travel status from their seniority block shall be paid by the Employer.
- (b) Reasonable board and lodging allowances will be paid to any employees working at locations beyond a reasonable commuting distance. These allowances shall be consistent with the Employer's past practice.

26.4 Telephone Allowance

Employees on travel status who are required to obtain overnight accommodation shall be entitled, upon providing proper documentation, to claim one (1) three (3) minute telephone call home, to or within British Columbia.

26.5 Training Allowance

Employees who are required by the Employer to provide training to a specified level and to certify to the competency of the employees so trained, shall receive ten (10) dollars per day while training. In such cases, the most senior qualified flagperson within the work group shall be given the opportunity to provide such training.

ARTICLE 27 - HARASSMENT

27.1 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 behaviour, physical behaviour or literature, 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.
- (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) Both males and females can be sexually harassed by members of either sex.

27.2 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 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. It is discriminatory behaviour, directed at an individual, which causes substantial distress in that person and serves no legitimate work-related purpose. Such behaviour could include, but is not limited to:
- (1) physical threats or intimidation;
 - (2) words, gestures, actions or practical jokes, the natural consequence of which is to humiliate, alarm or abuse another person;
 - (3) distribute 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.

27.3 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 sixty (60) days of the latest alleged occurrence directly to the President.
- (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 (g) below.
- (c) The President or her designate shall investigate the complaint and take steps to resolve the concern within thirty (30) days of receipt of the complaint. The complainant and the respondent shall be apprised of the President'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 Executive Director may take interim measures to separate the employees concerned if deemed necessary.
- (f) In cases where harassment may result in the transfer of any employee, every effort will be made to relocate the harasser, except that the harassee may be transferred with his/her written consent.
- (g) Where either the complainant or the respondent is not satisfied with the President's response, the Union will be advised and may put the complaint, within thirty (30) days, before a mutually agreed upon, independent adjudicator who specializes in cases of personal 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
 - (2) determine the appropriate level of discipline to be applied to the harasser; or

- (3) make further recommendations as are necessary to provide a final and conclusive settlement of the complaint.
- (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) Complaints under this Article shall be treated in strict confidence by all Parties involved.

ARTICLE 28 - GENERAL CONDITIONS

28.1 Indemnity

(a) *Civil Actions*

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

(b) *Criminal Actions*

Where an employee is charged with an offence resulting directly from the proper performance of his/her duties and is subsequently found not guilty, the employee shall be reimbursed for reasonable legal fees.

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

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

- (1) when the employee is first approached by any person or organization notifying him/her of intended legal action against him/her;
- (2) when the employee himself/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 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.

28.2 Copies of Agreements

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

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

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

COLLECTIVE AGREEMENT
between
CAYOOSH CONTRACTING LTD.
and the
B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION
Effective from May 1, 2005 to March 31, 2007

- (c) The Union will provide copies of the printed Agreement within ninety (90) days of the signing. The ninety (90) days may be waived in extenuating circumstances.

28.3 Travel Advance

Employees who are on travel status and are required to travel outside his/her seniority block shall be provided with an adequate travel advance. The amount of the advance will be determined by such factors as time away from headquarters and the frequency of reimbursement.

28.4 Work Group

Each work group within a seniority block shall be considered completely independent for the following purposes:

- (a) Substitution
- (b) Allocation of Overtime

The current seniority block boundaries shall determine the jurisdiction of a traffic control work group. The Parties recognize that situations of an emergent nature may arise where work jurisdictions for employees may cross over.

28.5 Unauthorized Absence from Work

An employee who has been pre-scheduled and who fails to report for duty for one (1) work day 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 29 - LABOUR/MANAGEMENT COMMITTEE

- (a) The Employer and the Union agree to establish a Labour/Management Committee comprised of two (2) Employer designates and two (2) Union Designates. The Committee shall meet at the request of either Party, but not more than once per month, nor less than semi-annually, at a place and time to be mutually agreed.
- (b) The Committee shall be co-chaired by an Employer and Union representative. The purpose of the meetings shall be to exchange information of mutual interest, to review administrative matters arising from this Agreement, to review trends in training programs for the purpose of evaluating potential employee needs, and to maintain effective Union/Management relations. Any discussion of grievances as defined by this Agreement, shall be treated strictly on a "*without prejudice*" basis.

ARTICLE 30 - TERM OF AGREEMENT

30.1 Term

This Agreement shall be binding on the Parties and except as otherwise specified shall be effective from the date of ratification until midnight March 31, 2007.

30.2 Notice to Bargain

(a) This Agreement may be opened for collective bargaining by either Party giving written notice to the other Party on or after January 31, 2007, but in any event not later than midnight, February 28, 2007.

(b) Where no notice is given by either Party prior to February 28, 2007, both Parties shall be deemed to have given notice under this section on February 28, 2007.

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

(d) Where a Party to this Agreement has given notice under Clause 29.2(a) above, the Parties shall, within ten (10) days after the notice was given or at such other times as may be mutually agreed, commence collective bargaining.

30.3 Agreement to Continue in Force

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

30.4 Changes in Agreement

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

30.5 Limitations

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

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

George Heyman, President

Kelly Hopkins, President

Wiho Papenbrock, Region 3 Coordinator

Peter Kerek, Temporary Staff Representative

Signed this _____ day of _____, 2005.

APPENDIX A
WAGE RATES

(1)

Seniority in Actual Hours Worked	Flagperson OLD	Flagperson NEW	Dispatcher OLD	Dispatcher NEW
0-500 (Inexperienced Workers only)	\$8.60	\$9.05		
0-500 (Experienced)	9.00	\$9.55	10.50	11.00
501 – 1000	9.25	10.05	10.75	11.50
1001 – 1500	9.50	10.30	11.00	11.75
1501 – 2500	10.00	10.80	11.25	12.00
2501 – 3500	10.25	11.05	11.50	12.25
3501 – 4500	10.50	11.30	11.75	12.50
4501 – 6000	11.00	11.55	12.00	12.75
6000 + hours		12.05		13.00

(2) Employees who are required by the Employer to transport equipment (other than personal safety equipment) will receive a premium of one dollar and fifty cents (\$1.50) per hour for all hours worked on any day that they provide such transport. This payment shall be deemed to be a reimbursement for expenses.

(3) Dispatchers will receive an allowance of fifty cents (50¢) per hour for each hour of work performed by each employee they have dispatched.

(4) Where an employee is required by the Employer to use his/her own vehicle as a "Flashing Arrow Board vehicle", that employee will receive a premium of six dollars (\$6.00) per hour for the period of time that the vehicle is so used. This premium is in addition to the employee's regular rate of pay.

(5) Nothing in this Collective Agreement shall prevent the Parties from agreeing to pay rates higher than those listed in this Appendix "A" when the Parties deem it appropriate to do so.

(6) All premiums and rates of pay will become effective on date of ratification.

APPENDIX B
SECTION 104 PROCESS
LABOUR RELATIONS CODE

Division 4 - Expedited Arbitration

104 Expedited arbitration

- (1) A party to a collective agreement may refer a difference respecting its interpretation, application, operation or alleged violation, including a question as to whether a matter is arbitrable, to the director for resolution by expedited arbitration.
- (2) No difference may be referred to the director under this section unless
 - (a) the grievance procedure under the collective agreement has been exhausted, and
 - (b) the application is made within 45 days of the completion of the steps of the grievance procedure preceding a reference to arbitration.
- (3) No difference under a collective agreement may be referred to the director under this section if
 - (a) the difference has been referred to arbitration under the collective agreement by the party who wishes to refer it under this section, or
 - (b) the time, if any, stipulated in or permitted under the collective agreement for referring the difference to arbitration has expired.
- (4) If a difference is referred to the director within the time periods specified in this section the director
 - (a) must appoint an arbitrator to hear and determine the matter arising out of the difference,
 - (b) must set the date on which the hearing by the arbitrator will commence, which date must be within 28 days after the day on which the difference was referred to the director, and
 - (c) may, if a party so requests and the other party agrees, appoint a settlement officer to assist the parties in settling the grievance before the hearing.
- (5) If a settlement officer is appointed under subsection (4), the settlement officer must, within 5 days after the appointment or within such further time as the director may allow,
 - (a) inquire into the difference,
 - (b) endeavour to assist the parties in settling the difference, and
 - (c) report to the director on the results of the inquiry and the success of the settlement effort.
- (6) If the parties are unable to settle the difference, the arbitrator appointed under subsection (4) must proceed to hear and determine the matter arising out of the difference and must, subject to subsection (7), issue a decision within 21 days after the conclusion of the hearing.
- (7) If jointly requested to do so by the parties to the difference, the arbitrator appointed under subsection (4) must, if possible, issue an oral decision within one day after the conclusion of the hearing and must issue written reasons within the time specified in subsection (6).

(8) An arbitrator appointed under subsection (4) has all the power and jurisdiction of an arbitrator appointed under this Code or the collective agreement between the parties to the difference.

(9) This section applies to every party to a collective agreement and every person bound by a collective agreement, despite any provision in the collective agreement.

(10) The other provisions of this Part apply to an arbitration under this section, with the modifications necessary to accommodate appointments and expedited processes under this section.

APPENDIX C**DUTIES**1. “*Supervisor*”

Normal duties include:

(a)

- perform traffic control duties;
 - hire employees;
 - collect time sheets;
 - distribute paycheques;
 - distribute company items to employees as requested by the Employer;
 - provide storage for company equipment;
 - deliver disciplinary letter to employees on behalf of the Employer;
 - report incidents to the Employer regarding the poor behaviour and/or performance of an employee;
 - hold safety meetings once per month.
-
- A Supervisor does not have the authority to terminate an employee’s employment with the company or to take any disciplinary action against an employee.
 - A Supervisor does not have the authority to purchase or rent equipment without the Employer’s consent.
 - A Supervisor will not be permitted to contact the Employer’s clients regarding the business relationship or terms of the contracts between the client and the Employer.

(b) The employer may require the Supervisor to perform duties that have not been listed in (a) above. If the Employer requires the Supervisor to perform duties not listed above, the terms for payment will be the same as the terms set out in the Collective Agreement or if the requirement is excessive, the Employer and the Union will discuss and agree on the terms.

(c) As a condition of the classification, a Supervisor must possess a valid driver's license and may be required to provide and drive a vehicle.

(2) “*Supervisor/Area Dispatcher*”

Normal duties performed:

- perform all the duties of a Supervisor as set out in 1(a)(b) and (c) above;
- take job orders from clients;
- dispatch local employees out to work in seniority orders;
- record “*call times*” and names of employees called for seniority purposes;
- report all employee performance incidents to the Employer;
- contact the Employer regarding any concerns brought to their attention by the Employer’s clients.

APPENDIX D

SENIORITY BLOCKS

Seniority blocks will remain as noted in Article 11.2 "*Seniority Blocks*". Based on future work in the Okanagan/Shuswap region, the Employer agrees to implement the Vernon and Kelowna seniority blocks and any additional seniority blocks as determined between the Parties.

Based on current work, the Employer agrees to implement seniority blocks in the Salmon Arm and Vernon areas. Additional seniority blocks will be determined by negotiation between the Parties based on future work outside the two established blocks.

Vernon:

- Malakwa to Sorrento on #1

Including

- Sicamous
- Salmon Arm – * 56 kilometres
- Enderby
- Armstrong
- Falkland
- Vernon
- Lumby
- Westsyde Road (south to Fintry)

Kelowna:

- Westbank
- Peachland
- Summerland
- Beaverdell
- Winfield
- Oyama
- Vernon
- Westside (north to Fintry)

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

PART I - BOARD AND LODGING REGULATIONS

1.1 Travel Status

Employees who are required to travel away from their permanent seniority block are entitled to the current rates as follows:

- (1) meal allowances as outlined in Article 26.2;
- (2) accommodation reimbursement; and
- (3) where private accommodation is used they will be entitled to twenty-five dollars (\$25) per night.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

George Heyman, President

Kelly Hopkins, President

Wiho Papenbrock, Region 3 Coordinator

Peter Kerek, Temporary Staff Representative

Dated this _____ day of _____, 2005.

**MEMORANDUM OF UNDERSTANDING NO. 2
SWITCHING SHIFTS**

An employee with 1500 hours of seniority or more may, with mutual agreement of all parties, elect not to take a shift if there is a junior employee who would not normally be scheduled to work that day who agrees to work the shift. This will not be considered to be a decline as per Article 13.2. Permission must be granted by the President of the company.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

George Heyman, President

Kelly Hopkins, President

Wiho Papenbrock, Region 3 Coordinator

Peter Kerek, Temporary Staff Representative

Signed this _____ day of _____, 2005.

**MEMORANDUM OF UNDERSTANDING NO. 3
MORE THAN ONE SET OF EQUIPMENT**

If a job requires more than eight (8) signs, stands and devices transported when a company vehicle is not available and when only one employee has a vehicle, that employee shall receive a ten dollar (\$10.00) bonus.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

George Heyman, President

Kelly Hopkins, President

Wiho Papenbrock, Region 3 Coordinator

Peter Kerek, Temporary Staff Representative

Signed this _____ day of _____, 2005.