

**Memorandum of Agreement
Between
JJM Maintenance Ltd.
And
BC Government and Service Employees Union**

PART 1 – PURPOSE OF AGREEMENT

JJM Maintenance Ltd. (Employer) and the BC Government and Service Employees' Union (BCGEU), in cooperation with the Ministry of Transportation, have agreed to review existing work activities, operating structures and labour costs for the purpose of identifying and implementing changes which will reduce costs, increase operational flexibility and protect our highway infrastructure.

In doing so, the parties recognize that the scope of considerations will include, but are not limited to, reduced or eliminated work activities approved by the Ministry of Transportation, yard restructuring, equipment utilization, non-bargaining unit labour costs and bargaining unit labour costs.

PART 2 – OBJECTIVES

The parties have entered into this agreement on the condition that the Ministry of Transportation provides formal confirmation on the following:

1. The successorship requirements as recognized in the Tripartite Road and Bridge Maintenance Industry Accord signed by the Ministry of Transportation on September 21, 1999 and contained in this collective agreement will apply for the next round of tenders for road and bridge maintenance contracts commencing in January 2003 and continuing until all current maintenance contracts have been let one more time; and
2. The next road and bridge maintenance contracts will be long-term agreements of a minimum duration of 10 years.

PART 3 – EFFECTIVE DATE: September 20, 2004 unless otherwise specified

PART 4 – AMENDMENTS TO THE COLLECTIVE AGREEMENT:

Article 13.2 Layoff (a) (effective date of ratification) The Employer agrees that the seventy-two (72) most senior regular employees within the bargaining unit will not be subject to layoff. This number will be reduced to sixty-seven (67) most senior regular employees effective September 19, 2004 and then becomes zero on September 19, 2014. The list of regular employees covered by this provision shall be attached to this memorandum of agreement. No employee who is not on the list is eligible for layoff protection under this provision.

Article 13.2 Layoff (b) - delete

Article 13.2 Layoff (b) (new) The Employer and the Union agree that the Employer's primary source of business is the contracts it has with the Province of BC and other customers to provide road and bridge maintenance and other services. It is understood that the Province of BC and other customers may reduce or increase the obligations of the Employer under these contracts and any such changes may have a measurable impact on the Employer's operations and staffing requirements.

In the event the scope of the work in the contract area is changed as described above, the parties agree to meet to renegotiate the level of core group designation. The party seeking the change shall notify the other, in writing, of the specific change(s) and the anticipated impacts to the core group designation and bears the onus of justifying any proposed change. Discussions for any adjustments to the core group designation shall be facilitated through the Labour Management Committee and in the event agreement cannot be reached, an arbitrator shall be selected from those listed in Appendix 2 to make a final and binding decision. Every effort shall be made to resolve this matter within sixty (60) days of receipt of notification as set out above.

Article 13.5 Severance Pay (effective August 1, 2002) add: All regular employees hired after August 1, 2002 or all other existing regular employees who have not accessed severance pay prior to July 25, 2014 shall receive a severance entitlement of eight (8) weeks notice in lieu or pay pursuant to the Employment Standards Act.

Article 14.1 Hours of Work to read: The annual hours of work exclusive of meal periods taken away from the work station but including paid holidays will be nineteen-hundred and fifty-seven and one-half (1957.5), which is the equivalent to an average of thirty-seven and one-half (37.5) hours per week. The nineteen hundred and fifty-seven and one-half (1957.5) annual hours means that all work schedules shall be based on that figure. Due to varying lengths of the calendar and work years and the varying times that employees may begin and end their work schedules, an employee will be required to work an average of nineteen-hundred and fifty-seven and one-half (1957.5) hours.

Note: All relevant provisions shall be amended to reflect the increase in annual hours of work including but not limited to annual vacation credits.

Article 14.2 Work Schedules (c) -- delete (1), (2), (3), (4), (6) and (7).

Article 14.2 Work Schedules (d) new The Employer shall provide fourteen (14) days notification before the implementation of a new work schedule except by mutual agreement at the local level.

Article 14.2 Work Schedules (e) new Employees shall have completed all necessary actions to ensure that he/she can commence the assigned work activities or leave their point of assembly for their assigned activities promptly at the commencement of his/her assigned start time. This shall include pre-trip check, equipment designation and assigned work activities. It is understood that the sum of time for these activities shall not exceed fifteen (15) minutes and that activities performed under this provision are considered part of the workday and earnings for the purposes of WCB, Article 25 and Clause 30.4 (Indemnity).

Article 14.7 Table of Recognized Shift Patterns The base shift pattern shall be 5:2 of seven (7) hours per day for the winter season (6 months) and eight (8) hours per day for the summer season (6 months). It is further recognized that the employer may implement any of the other recognized shift patterns. (Note: the parties to make necessary adjustments to current table of recognized shift patterns to reflect the increase in annual hours.)

Article 14.12 Clean Up Time -- delete

Article 14.12 (new) Earned Time Off to read: Subject to mutual agreement, nothing in this agreement prohibits the implementation of a modified workday or work schedule that would allow employees to work longer hours than the daily hours established in the existing work schedule. The maximum length of any workday under this provision shall be twelve (12) hours and shall not apply on a day of rest. Any hours worked under this provision shall be at straight-time rates and scheduled pursuant to Clause 14.9.

Article 16.1 Definitions (e) – delete

Article 16.3 Overtime Entitlement -- change “thirty (30)” to “fifteen (15)”

Article 16.6 Overtime Compensation (a)(1): Change the time and one-half provision from the first “two (2) hours” to the first “three (3) hours”.

Article 16.6 Overtime Compensation (a)(3) to read: Time and one-half for hours worked on a day of rest equivalent to the hours of a regular shift, and then double time thereafter.

Article 16.6 Overtime Compensation (b) -- change “double time” to “time and one-half” and “double time and one-half” to “double time”.

Article 16.7 Overtime Meal Allowance: (a) -- change “two and one-half (2-1/2)” to “three (3)”

Article 16.10 Callout Provisions (a) and (b) -- change “three (3)” to “two (2)”

Articles 17.3 Holiday Falling on a Day of Rest (b) -- change “double time” to “time and one-half”.

Article 17.4 Holiday Falling on a Scheduled Workday --change “double time” to “time and one-half” and “double time and one-half “ to “double time”.

Article 18.1 Annual Vacation (b) -- amend chart of entitlement to read:

First to fifth.....	112.5
Sixth	120
Seventh	127.5
Eighth	157.5
Ninth.....	165
Tenth.....	172.5
Eleventh.....	180
Twelfth	187.5
Thirteenth to nineteenth.....	187.5
Twentieth and thereafter	225

Article 19 Short-Term Illness and Injury and Long Term Disability -- delete second paragraph and see Appendix 3

Article 20.9 Leave for Medical and Dental Care (a) to read: Where it is not possible to schedule medical and/or dental appointments outside regularly scheduled working hours,

reasonable time off for medical and dental appointments for employees or for dependent children are permitted, the full-time absence shall be charged to the entitlement described in Article 20.11.

Article 20.11 Maximum Leave Entitlement -- change “seventy (70) hours” to “thirty-seven and one-half (37.5) hours” .

Article 25.2 Extended Health Care Plan: Increase the annual deductible to \$50.00.

Article 25.8 Workers Compensation Benefits (c) to read: Vacation credits during the first one-hundred and fifty-two (152) days for any one claim and seniority shall accrue while the employee is receiving WCB benefits.

Article 26.1 Work Clothing (b)(2) -- change the entitlement for Bridgeman, Bridge Labourer, Machine Operators and Road Crews to “one (1) pair per week”.

Article 31.1 Casual Employees (b) -- delete

Article 31.5 Benefit Eligibility re-titled Health and Welfare Premium and to read: Casual employees shall receive seventy-five (75) cents per working hour in lieu of health and welfare benefits after working six-hundred and thirty (630) hours.

Article 31.7 Layoff and Recall (d) add: Casual employees hired after the effective date of this memorandum of agreement will lose his/her seniority when he/she is on layoff for more than six (6) months.

Article 32.3 Contribution Rates. The Employer’s contribution rate will become seven percent (7%) of gross pay as defined in the current agreement.

Article 34: The agreement will be extended by three years to September 19, 2006. Change “2003” to “2006” throughout Clauses 34.1 and Clause 34.2.

Appendix 3 Short and Long Term Disability 1.1 The Union agrees to work with the Employer to establish an agreed to point at which an employee on WCB is no longer entitled to the provisions of Article(s) 11, 25, 32 and/or Appendix 3.

Appendix 3 Short and Long Term Disability 1.2(a) to read: In the event an employee is unable to work because of illness or injury, he/she will be entitled to a benefit from an acceptable short-term illness and injury plan of seventy-five percent (75%) of pay commencing on the third consecutive workday of each absence for a period not to exceed seven (7) months from the date of absence. (Note: employees covered by this provision may use CTO, ETO or vacation to cover the first two (2) days of sick leave.)

Appendix 3 Short and Long Term Disability 1.2(b) to read: The above benefit may be supplemented by the use of the following in descending order: (1) to (3) unchanged.

Appendix 5 Rates of Pay: The salary schedule to be amended to reflect the following:

1. The September 19, 2002 general wage increase is rescinded and delete reference to signing bonus.
2. A general wage increase of 1% effective September 19, 2004.

3. A general wage increase effective September 19, 2005 equal to the value of the 2005 Ministry of Transportation labour component of the annual maintenance agreement price adjustment or 1% whichever is greater.
4. The establishment of a graduated wage rate for all newly hired casual employees as follows:
 - eighty percent (80%) of the established wage rate for the first 1000 hours
 - eighty-five percent (85%) of the established wage rate for the next 1000 hours
 - ninety percent (90%) of the established wage rate for the next 1000 hours
 - ninety-five percent (95%) of the established wage rate for the next 1000 hours
 - full rate of pay thereafter

Memorandum of Agreement Re: Modified Successorship -- delete effective September 19, 2014.

Memorandum of Agreement (new) Voluntary Departure Program to read:

The parties agree to the establishment of a voluntary departure program, based on an offer of severance equal to that available to any regular employee under the current provisions of Article 13. The offer of the voluntary departure program will provide the minimum number of five (5) departure opportunities. Further, those opting for this provision must have exercised this option no later than March 19, 2004. The terms of the voluntary departure program, other than those contained in this clause, shall be developed by the Labour Management Committee.

Memorandum of Agreement (new) Re: 2006 Negotiations to read:

It is agreed by the parties that the above provisions related to core group, severance, filling of vacancies, overtime provisions, statutory holiday pay, work jurisdiction and assignments, modified successorship and auxiliary wage rates shall carry over into the next collective agreement except where amended by the mutual agreement of the parties. It is further agreed that the parties are committed to the establishment of a long-term collective agreement upon the expiry of this agreement.

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SIGNED ON BEHALF OF THE
BC GOVERNMENT AND SERVICE
EMPLOYEES' UNION

SIGNED ON BEHALF OF
JJM MAINTENANCE LTD

Ross McTavish
Bargaining Committee Chair

T. Johnson
President

Paul Lloyd
Bargaining Committee Member

R. Harold
General Manager

Tim Carr
Bargaining Committee Member

Jeff Fox,
Staff Representative

George Heyman
President

Dated:

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