

FOURTEENTH COMPONENT AGREEMENT

between the

**GOVERNMENT OF THE
PROVINCE OF BRITISH COLUMBIA**

represented by the

BC PUBLIC SERVICE AGENCY

and the

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

representing employees of the

**ENVIRONMENTAL, TECHNICAL
& OPERATIONAL COMPONENT**

Agreement made this 13th day of April, 2006

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ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

Subject to the provisions of the Master Agreement entered into between the Government of the Province of British Columbia and the B.C. Government and Service Employees' Union the purpose of this Agreement is to set out the terms and conditions of employment applicable to employees included in the Environmental, Technical and Operational Component as defined in Appendix 3—*Classifications and Rates of Pay*, of the Master Agreement.

1.2 Definitions

For those employees in classifications listed in Appendix 2:

(a) "*Work Group*" is a crew or number of crews which work from a common point of assembly and perform work of a similar nature in a defined geographical area. Where more than one work group works from a common point of assembly the work groups will be defined by the Employer.

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

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

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

ARTICLE 2 - UNION RECOGNITION

2.1 Stewards

- (a) The Union will designate a steward to represent the employees within each jurisdictional area. In determining the size and number of jurisdictional areas, the Union and the Employer agree to take into consideration both operational and geographic considerations.
- (b) The Union will provide the Employer with the names of its stewards and alternates. The Employer will provide the Union with the names and positions of its designated representatives for dealing with stewards.
- (c) No employee who is a steward or Executive Member of the component or Union will be assigned duties at a location outside their normal jurisdictional area, except in an emergency or when operational limitations make it impractical not to do so. However, when an employee has duties which require them to travel outside their normal jurisdictional area they shall not be exempt from such travel by this clause.
- (d) Where the Employer or the Union feel that there should be changes to jurisdictional areas, such proposed changes shall be referred to a Ministry and Union ad hoc committee for resolution.

2.2 Union Representatives

- (a) Upon receipt of written request, the Employer shall allow reasonable time on the agenda of any course, seminar, or training function held by the Employer for a speaker from the Union.
- (b) Upon receipt of written request, the Employer may allow reasonable time on the agenda of any Regional or District meeting held by the Employer for a speaker from the Union.
- (c) Where operational requirements permit, and subject to the Union representative giving reasonable notice to the appropriate excluded supervisor, the President or their designate shall have the right to meet with the employees on the Employer's premises

during the normal workday. The purpose of this clause is to facilitate the servicing of current agreements, and it does not apply to meetings dealing with negotiations or general Union policy.

(d) The employee's time for attending such meetings shall be considered as time worked. No employee shall be entitled to claim overtime because of such meetings unless the meeting falls within the approved period of overtime.

2.3 Union Bulletin Boards

The Employer will provide a bulletin board of adequate size, for the exclusive use of the Union, for each work location, as determined by mutual agreement between local management and the local steward(s).

2.4 Union Insignia

Pursuant to Clause 2.8 of the Master Agreement, the Union insignia may be displayed in a mutually agreeable, prominent position on all mobile equipment operated by members covered by this Agreement, providing that the mobile equipment is operated primarily by members of this bargaining unit. The Union shall supply and, wherever necessary, replace such emblems of mutually agreeable size and type.

ARTICLE 3 - JURISDICTION

3.1 Jurisdiction

For those employees in classifications listed in Appendix 3, 4 or 5:

(a) When licensed professionals are being trained in the technical and practical aspects of work carried out by employees in the Environmental, Technical and Operational Component, the employee being trained will be supernumerary.

(b) No employee who is not a member of the Public Service Bargaining Unit shall regularly carry out the duties which have traditionally been performed solely by classifications assigned to

the Environmental, Technical and Operational Component, unless the employee is properly classified and appointed to a position within the component.

ARTICLE 4 - JOB SECURITY

4.1 Positions Temporarily Vacant

The Employer acknowledges that, except in cases of emergency, the work load of employees in classifications listed in Appendix 3, 4 or 5 will not be increased beyond their regular level as a result of positions being temporarily vacant due to illness, vacation, leave of absence, or any other reasons. This clause shall only apply when work loads are full.

4.2 Classification Elimination

- (a) No existing classification shall be eliminated without prior consultation with the Union.
- (b) Consultation will be held to attempt to resolve the proposed elimination of a classification prior to its elimination.

ARTICLE 5 - OCCUPATIONAL HEALTH, SAFETY AND WELFARE

5.1 Preamble

The Parties to this Agreement are determined to establish a safe working environment and to instill into each employee a high degree of safety consciousness.

5.2 Level 1 First Aid Certification

In addition to the requirements of the Workers' Compensation Board Regulations where two or more employees are required to work in isolated locations, the Employer shall ensure that at least one employee is in possession of a valid Level 1 First Aid Certificate, whenever reasonably practical.

5.3 Safety Equipment

- (a) The Employer shall supply all safety equipment required for the job under the Workers' Compensation Board Regulations, or required by the Employer.
- (b) Regular employees who are required by the Workers' Compensation Board Regulations or the Employer to wear caulk boots or safety-toed footwear shall be entitled to be reimbursed for:
 - (1) safety-toed footwear **effective April 16, 2006 up to \$61.00 (\$62.50 effective April 1, 2007; \$64.00 effective March 30, 2008; \$65.50 effective March 29, 2009)** once per calendar year, upon production of a receipt;
 - (2) caulk boots - **effective April 16, 2006 up to \$86.00 (\$87.50 effective April 1, 2007; \$89.00 effective March 30, 2008; \$90.50 effective March 29, 2009)** once per calendar year, upon production of a receipt;
- (c) Notwithstanding (b) above, the Employer shall continue to supply caulk boots to those existing TEO Scalers who, as of August 31, 1992, receive Employer provided caulk boots. Such supply shall continue as long as the TEO Scaler is employed as a TEO Scaler. In these cases where boots are supplied, the reimbursement of (b) above shall not apply.

5.4 Survival Equipment

- (a) Employees who are required to work under isolated field conditions will be provided with the survival equipment deemed most appropriate under the particular circumstances prior to the commencement of their field assignment.
- (b) If disputes arise with reference to the "*appropriate*" equipment in (a) above, the matter shall be referred to the Local Occupational Health and Safety Committee established pursuant to 22.2 of the Master Agreement.
- (c) To assure the safety and well-being of Electronics Radio Communications Tradespersons who are obliged by weather

conditions or vehicle breakdown to sleep overnight at Repeater Sites, the following items will be issued to each employee so affected:

- (1) all-weather sleeping bag;
- (2) survival kit containing dehydrated or canned food and emergency cooking equipment;
- (3) heating facilities;
- (4) appropriate first aid supplies.

(d) The Employer will ensure that employees other than Electronics Radio Communications Tradespersons will be provided with the above items when obliged by weather conditions or vehicle breakdown to sleep overnight at Repeater Sites.

(e) The Employer will supply suitable cold weather clothing such as parkas, cold-weather boots, and gloves for those Electronics Radio Communications Tradespersons who are required, in the normal course of duty, to travel to mountain-top Repeater Sites and places where similar weather conditions pertain during the winter.

5.5 Survival Course

The Employer shall provide appropriate instruction in the essentials of emergency survival techniques for employees who are required to work under isolated field conditions, prior to commencement of their field assignment.

5.6 Recreational Use of Employer's Facilities

(a) Employees in isolated field crews or crews working at a temporary field point of assembly shall be permitted reasonable and authorized use of the Employer's vehicles, where it is impractical for the employees to provide their own transportation. This provision is contingent upon the responsibility for the safe operation and return of the vehicle at the appropriate time.

(b) Employees shall be allowed reasonable personal use of the Employer's communications facilities, where commercial facilities are not available in which case no telephone allowance will be paid.

5.7 Recreational Facilities

The Employer shall provide reasonable recreational facilities for field crews operating in isolated areas or under camp conditions wherever possible, subject to the practicability of the particular situation.

The provisions of this Article shall apply to those employees in classifications listed in Appendix 3, 4 or 5.

5.8 Falling of Trees

(a) The Employer shall ensure that those employees who are required to fall trees shall, prior to doing so, make themselves thoroughly familiar with the Fallers and Buckers Handbook (issued by the Workers' Compensation Board).

(b) The Employer shall ensure that prior to using falling equipment, employees have received instruction in the use of said equipment and demonstrate their competency in its use.

5.9 Clean up Time

(a) Employees shall be allowed reasonable time during the shift for clean up purposes.

(b) Facilities for such clean up shall be provided by the Employer subject to the practicability of the particular situation.

(c) 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 their scheduled workday. However, the Employer may decide whether clean up in this case is to be done during the workday or on overtime.

5.10 Provision for Locker and Changing Facilities

(a) Subject to physical limitations, it is the intent of the Employer to eventually provide locker and changing facilities at all locations where employees are required to change or store clothes during the normal course of their duties.

(b) Subject to physical limitations, it is the intention of the Employer to eventually provide a secure place on vehicles where employees in the field are required to store clothes during the normal course of their duties.

(c) Where working conditions or weather requires regular employees in classifications listed in Appendix 2 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.

ARTICLE 6 - CAREER DEVELOPMENT

6.1 Preamble

(a) Both Parties recognize that improved equipment, methods, and procedures create changes in the job structure of the Environmental, Technical and Operational Component 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 upgrade their specific skills.

(b) The provisions of this article are intended to assist regular employees in maintaining and improving skills, or preparing them for foreseeable jobs, and to improve the quality of service provided to the people of British Columbia.

6.2 Preparation for Examination

Where work loads permit, employees shall be granted reasonable time during the regular workday to prepare for examinations held by the Employer, to complete courses offered by the Employer, and to prepare for Occupational First Aid examinations. Such time shall not be unreasonably withheld for eligible employees. The

Parties recognize, however, that the employees who avail themselves of the provisions of this clause, have a responsibility to devote some of their own time to prepare themselves for examinations and to complete courses.

6.3 In-Service Examination

Employees shall be permitted to write any in-service examination required by the Employer, in the employee's field of work, upon the completion of the necessary term of service and/or training programs. Employees who fail an in-service examination shall, upon request, receive a copy of their examination paper and shall be eligible to be re-examined at the next available sitting after completion of a further three months' service. This provision shall not apply to examinations set as a condition of initial employment.

6.4 Examination Costs

The Employer shall pay all costs involved, of employees taking tests or examinations as a result of requirements of the employee's current job.

6.5 Provisions Regarding Attendance at Conferences, etc.

Employees required to attend conferences, seminars, ministry meetings, training or policy meetings, shall be considered to be working and pay shall be at the appropriate rate. All additional costs and expenses connected with the above meetings shall be covered by the Employer. Time spent in travel shall be considered time worked. Such time shall not be counted as part of the Professional Development defined in Clause 6.8 of this Agreement.

6.6 Job Orientation

The Employer agrees to provide essential orientation for employees assigned to new jobs.

6.7 Equipment Demonstrations

Where an employee is, or will be, required to operate technical equipment or use new methods during the course of their duties, and where seminars, demonstrations or conferences are held pertaining to such technical equipment or new methods, the employee shall attend such demonstrations, conferences or seminars, upon approval of their application by the Employer. Such approval shall not be unreasonably withheld. Time spent in travel and in attendance shall be considered as time worked.

6.8 Professional Development

(a) In order that each employee in classifications listed in Appendix 3 shall have the opportunity for an exchange of knowledge and experience with colleagues in the private and public sectors, such regular employees shall be entitled to up to 10 days leave with pay per year for the following purposes:

- (1) to attend conferences or conventions related to the employee's field or specialization;
- (2) to participate in seminars, workshops, symposiums, or similar out-service programs to keep up-to-date with knowledge and skills in their respective field.

Professional development leave shall not be cumulative.

(b) Employees wishing to proceed on professional development leave shall submit a request, in writing, to the Employer indicating the leave required and the relevance of the particular event to the employee's job. On their return, the employee will submit a report to the Ministry head on the substance of the meeting, and may be asked by the Ministry to expand on the report for the benefit of other employees engaged in similar duties.

(c) The Employer may reimburse any employee proceeding on professional development leave all or part of their expenses.

(d) If the relevance of a conference, convention, workshop, seminar, or similar program is in dispute, it shall be referred to the Joint Committee.

(e) The Joint Committee shall be responsible for establishing guidelines for the granting of professional development leave, including evaluation of the relevance of the various events.

6.9 Exchange Programs

The Employer agrees that exchange programs between the Public Service of British Columbia and other jurisdictions, public and private, will be encouraged. Employees in classifications listed in Appendix 2, 3 or 4 or Heritage Resource Officer (Museum Curator) in Appendix 5 will be given the opportunity to participate in exchange programs at full pay and allowances.

6.10 On-the-Job Operator Training for Employees in Classifications Listed in Appendix 2

Operator training will be offered to the most senior employee in the appropriate classification within the work group. If no employee is available in the appropriate classification, the most senior employee in the machine operator series within the work group will be offered such training.

(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 their training operator, supervisor and mechanical foreman and a recommendation will be made to the local manager or the appropriate designated authority within 20 working days until the required level of proficiency has been reached. If after 120 working days the employee has not reached the required level of

proficiency, they will be recommended for further training or will revert to their former position.

(c) An employee may be rejected from the training programme on or after 20 working days 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 Clause 27.4 of the Master Agreement and Clause 11.4 of the Component Agreement unless they are under supervision for formal "*on-the-job*" operator training.

6.11 Other Training Courses for Employees in Classifications Listed in Appendix 2

(a) Where work loads permit, employees may be granted reasonable time during the regular workday to complete the Transportation Systems (Highways) Technology course which is approved as part of a recognized training program. 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.

(b) Candidates for any training program will be selected on the basis of related classification seniority within a work group. In the case of employees who have unsuccessfully taken the same course in the preceding two years, selection will be made on the basis of all other qualified candidates having first exercised their option for such training.

ARTICLE 7 - HOURS OF WORK

The provisions of Clauses 7.1 through 7.7 inclusive and Table A apply to employees in classifications listed in Appendix 3, 4 or 5.

The provisions of Clauses 7.8 through 7.18 inclusive apply to employees in classifications listed in Appendix 2, except as otherwise noted.

7.1 Work Schedules

- (a) The following provisions outline the shift patterns, length of scheduled shift and averaging periods, pursuant to 14.2 of the Master Agreement for employees in this component.
- (b) The Union will be provided with a list of positions to identify the Employer's designates indicated in 14.2(c) of the Master Agreement.
- (c) Where mutual agreement has been reached for work schedules at the local level, copies of such schedules shall be submitted to the Employer and the Union, by April 1st each year. Copies of such schedules will be signed by the Employer's designate and employee(s) concerned.
- (d) Work schedules for all employees will be guided by the provision of (1), (2) and (3) below except as otherwise provided.
 - (1) The annual work schedule shall consist of either four or five consecutive days in each week so that the total regular hours of work, exclusive of meal periods, is 35, providing that within a seven-day period, the scheduled days shall be of equal length.
 - (2) The annual work schedules drawn from Table A may incorporate shift patterns using multiples of the ratios listed in Table A, provided that the number of consecutive days worked does not exceed 14.
 - (3) Annual work schedules may incorporate "*seasonal periods*". The seasonal periods shall not exceed a total of six months. Both the seasonal and non-seasonal parts of the schedule shall be drawn from Table A and may incorporate shift patterns using multiples of the ratios in Table A, provided that the number of consecutive days worked does not exceed 14. For the purpose of this Agreement, the term "*seasonal period*" shall be considered to be the traditional seasonal period of increased activity for the employees involved.

(e) *Lookout Persons*

(1) The Employer and the Union recognize the difficulties inherent in scheduling the hours of work for Lookout persons, and therefore agree that the period of employment for Lookout persons shall be a minimum of five months. The Lookout persons shall be provided with free room and board when on the lookout. Subject to physical limitations the Employer shall, as a minimum, supply relief personnel when the Lookout person has worked 21 days continuously on the lookout, such relief shall be for a minimum of three consecutive days, at no cost to the employee. If brought out before the 21 days have expired, the Lookout person shall have days off on a pro rata basis. The established monthly rate shall be full payment for such work. When assigned to other work, the Lookout person shall be employed to work for seven hours a day, five days a week.

(2) Notwithstanding (1) above, where lookout persons are advised at the commencement of their period of employment that the 5-month minimum will not apply, such employees shall receive the equivalent of eight hours' pay for each 24-hour period worked. Subject to physical limitations, the Employer shall supply relief personnel if the lookout person has worked 21 days continuously on the lookout. Such relief shall be for a minimum of three consecutive days at no cost to the employee.

(f) *Inspectional Services*

(1) Recognizing the special needs of society for Government services of an inspectional nature covering matters of public health and safety or in the Field of Resource Protection and Management, and that the need for the provision of such services cannot always be predicted accurately in advance, the Parties agree that work schedules for employees engaged in such activities will be arranged on as flexible a basis as possible, consistent with the welfare of the employees concerned. In this respect, work

schedules for the classifications of employees listed hereunder will be in accordance with the following paragraphs:

➤ **B.C. Timber Sales Employees***

- Inspector-Public Health
- Scientific Technical Officers (Agricultural) who are engaged in inspectional activities
- Scientific Technical Officers (Technician) who are engaged as Drilling and Production Technicians - Petroleum Resources Branch
- Forest District Staff *
- Forest Regional Staff involved in forest protection *
- Forest Regional **Employees***
- Scientific Technical Officers (Park Officers)
- Biologists
- Planning Officers

*Limited to employees in classifications listed in Appendix 4.

At the request of the employee and with mutual agreement of the Employer, the provisions of Clause 7.1(f) shall also apply to the following:

- (i) Forest District Engineering Staff:
- (ii) Park Assistants (Park Rangers and Senior Park Rangers)

(2) The schedule shall consist of either four or five consecutive days per week, providing that the total regular hours worked in a two-week period shall be 70 hours. The days worked must be by mutual agreement and the hours to be worked in a day shall be at the discretion of the

employee, providing that no regular daily hours of work shall exceed 10.

(3) Where there is a specific operational requirement to provide service at a given time, the Employer, notwithstanding the provisions of (2) above, may specify up to a maximum of a 3-hour period between 0800 hours and 1200 hours, providing that the 3-hour period is consistent in the annual schedule. The balance of the time for employees in classifications listed in Appendix 5 (or Scientific Technical Officers (Agricultural Officer) who are engaged in inspectional activities) shall be at the employee's discretion provided that the service to the clients is maintained. The balance of the time for employees in classifications listed in Appendix 3 or 4 (except Scientific Technical Officers (Agricultural Officer) who are engaged in inspectional activities) shall be at the employee's discretion providing that the functions of the work unit are maintained. Time worked in excess of 10 hours per day and/or in excess of the total hours required in the two week period shall be considered overtime. The employee must keep a daily record of their overtime. The employee must keep a daily record of their actual working times and submit such record to their supervisor at the end of each work cycle.

(4) In order to provide the flexibility required for the above-listed classifications, and to enable the completion of the required regular hours in each work cycle, Clause 7.2(b) shall not apply.

(5) Notwithstanding (2) and (3) above, by mutual agreement at the local level, the schedule for Park Officers or Park Assistants may be based on a four-week, 140 hour averaging period, in which case time worked in excess of 10 hours per day and/or in excess of the total hours required in the 4-week period shall be considered overtime.

(g) (1) A divisional field crew shall mean any employee or group of employees from the Fisheries Research Section

and the Victoria headquarters staff of the Fish and Wildlife Branch who are on assignment at a location so far removed from their respective headquarters that overnight accommodation is required and who are carrying out a project of an expected or actual duration of over 14 days.

(2) A divisional field crew shall be scheduled for a seven hour workday, exclusive of meal period, and up to a maximum of 10 days without a day of rest. Notwithstanding the foregoing, a divisional field crew may by majority decision, work at its discretion up to 10 hours per day to complete daily assignments. Such time shall be considered as regular working time. Any regular working time within the foregoing limits which is in excess of 140 hours in a 28-day period shall, for record-keeping purposes pursuant to the provisions of this clause, be defined as surplus time. For periods of less than 28 days, the calculation shall be prorated accordingly. Any surplus time thus accumulated by any employee shall be recorded and banked, and taken in equivalent time off. Such time off shall be scheduled by mutual agreement at the local level pursuant to (3) or (4) below. For auxiliary employees, any uncompensated surplus hours will be adjusted in cash.

(3) Banked time may be utilized by mutual agreement, on a crew basis, for a mid-season or project break as defined in Clause 13.4(g). Any unused days shall be carried over to the non-seasonal part of the annual schedule.

(4) For each 28 days worked, the employee shall earn eight days of rest. These shall be recorded and banked, and any days off in the 28-day cycle shall be deducted there from. For the purpose of carrying forward to the non-seasonal part of the working year, any such days which are not used, shall be considered as being seven hours each. Where by mutual agreement between the employee and their supervisor, more days of rest are arranged than can be covered by the above-mentioned days of rest, such additional days may be granted and the working time so

missed shall be deducted from the employee's surplus time in the amount of the number of hours per day called for in the schedule applicable at that time.

(5) Notwithstanding any other compensation, time worked in excess of 10 days continuously without a day of rest shall be compensated at double time rate and be subject to Clause 16.9 of the Master Agreement. Time worked in excess of 10 hours per day shall be compensated at the applicable overtime rates.

(h) *Conservation Officers*

(1) The parties recognize the need to have a flexible work schedule available for employees in the area of conservation enforcement that will aid in providing services that cannot always be predicted accurately in advance. The Employer and the Union agree the following conditions shall apply to those employees performing the duties of the Conservation Officers.

(2) The daily hours of work for Conservation Officers (Enforcement) shall be seven hours, exclusive of meal periods. For each seven-day period, such employees shall work any five days, with two consecutive days of rest. On the basis of the foregoing, and subject to operational requirements, employees shall schedule their own daily hours of work and working days. Time worked in excess of seven hours per scheduled working day or on a scheduled day of rest shall be considered overtime, subject to Article 8—Overtime.

(3) Notwithstanding (2) above, at the request of the employee and with mutual agreement of the Employer, the work schedule may be based on either a two-week, 70-hour or four-week, 140 hour averaging period, in which case all time worked in excess of 10 hours per day and/or in excess of the total hours required in the averaging period shall be considered overtime. For each 14 day cycle within the averaging period, subject to operational requirements, 4

days of rest must be scheduled by the employee in consultation with their supervisor prior to the commencement of the cycle. The days of rest shall reflect the nature of the work assignments in that cycle.

(4) In order to provide the flexibility required for Conservation Officers to complete the required hours in each work cycle, Clause 7.2(b) shall not apply with respect to (3) above.

(5) The employee shall keep daily records of their actual working times and submit such a record to their supervisor at the end of each work cycle.

(i) *Senior Investigators*—The Parties recognize the need to have a flexible work schedule available for employees engaged in the area of Forest Revenue Inspection that will aid in the prime directive of the work functions. The Employer and the Union agree that the following conditions shall apply to those employees performing the duties of Senior Investigators.

The daily hours of work for Senior Investigators, Ministry of Forests shall normally be seven hours, exclusive of meal periods.

However, up to 10 regular hours per day may be worked at the discretion of the employee, with the resultant surplus time scheduled as ETO within the cycle it is earned by the employee in consultation with the supervisor.

For each 14-day cycle, such employees shall work up to 10 days with four days of rest scheduled by the employee in consultation with the supervisor prior to the commencement of the cycle. The days of rest shall reflect the nature of the work assignments in that cycle.

In all cases, regular hours shall equal 70 in a 14-day cycle.

In order to provide the flexibility required for Senior Investigators to complete the required regular hours in each work cycle, Clause 7.2(b) shall not apply.

On the basis of the foregoing, Senior Investigators shall schedule daily hours of work, working days, and starting and finishing times.

Time worked in excess of 10 hours per day, or 70 hours per cycle, or on a scheduled day of rest or on scheduled ETO shall be considered overtime, subject to Article 16—*Overtime*, of the Master Agreement.

The employee shall keep daily records of their actual working times and submit such a record to their supervisor at the end of each work cycle.

At the request of the employee and with the mutual agreement of the Employer, this Clause shall also apply to Technical Enforcement Officers engaged in scaling.

(j) *Geological Survey Branch*—Recognizing the special need for a flexible approach to work schedules to successfully conduct the seasonal field work program of the Geological Survey Branch of the Ministry of Energy, Mines and Petroleum Resources, (the prime directive), the Parties agree that work schedules for the temporary field staff will be governed by the following.

The daily hours of work for temporary field staff appointed for the Geological Survey Branch shall be shift schedule number three from the seasonal period portion of Table A (eight hours) except as provided for herein.

The surplus time earned from the above agreement shall be banked to the end of the seasonal period.

For each 14-day cycle, such employees shall work up to 10 days with four days of rest scheduled by the employee in consultation with the supervisor. The days of rest agreed to shall reflect the nature of the work assignment within the particular cycle.

Up to 10 regular hours per day may be worked consistent with the prime directive of the work unit at the discretion of the employee with the surplus time scheduled as ETO by the employee in consultation with the supervisor within the cycle it is earned. In all cases, regular hours shall equal 80 in a 14-day cycle.

On the basis of the foregoing, employees shall, in consultation with the supervisor, schedule daily hours of work, working days, and starting and finishing times.

Time worked in excess of 10 hours per day, or 80 hours per cycle, or on a scheduled day of rest or on scheduled ETO shall be considered overtime, subject to Article 16—Overtime, of the Master Agreement.

In order to provide the flexibility required for this program and to complete the required regular hours in each work cycle, Clause 7.2(b) shall not apply.

The employee will keep a daily record of their hours and submit these to the supervisor at the end of the cycle.

(k) *Heritage Resource Officers engaged in the areas of Public Programs, Research, and Collections at the Royal British Columbia Museum*

The Parties recognize the inherent need of the Royal British Columbia Museum to respond to seasonal demands placed upon it by the public and in particular the scheduling of certain functions to correspond with the hours in which the Museum is open to the public.

As such, the Parties recognize the need to have a flexible work schedule available for employees classified as Heritage Resource Officers engaged in the areas of Public Programs, Research, and Collections at the Royal British Columbia Museum. In this respect work schedules will be in accordance with the following paragraphs:

(1) The work schedule shall consist of either four or five consecutive days per week providing that the total regular hours worked in a 2-week period shall be 70 hours. The days worked must be by mutual agreement and the hours to be worked in a day shall be at the discretion of the employee providing that no regular daily hours of work shall exceed 10. The schedules shall incorporate a rotation of days worked so that days of rest shall be on an equitable basis.

(2) Notwithstanding the above, where there is a specific operational requirement to provide service at a given time, the Employer may specify up to a 3-hour period between 09:30 hours and 14:30 hours providing the 3-hour period is consistent in the annual schedule. The balance of time worked shall be at the employee's discretion providing that service to clients is maintained.

(3) Time worked in excess of 10 hours per day and/or in excess of the total hours required in the 2-week period shall be considered overtime. The employee must keep a daily record of their actual working times and submit such record to their supervisor at the end of each work cycle.

(4) During seasonal periods, employees may be required to perform field work away from the normal worksite. In such cases, the employee may, by prior mutual agreement, work a schedule drawn from Table "A", incorporating patterns using multiples of the ratios listed in Table "A" provided that the regular daily hours of work shall not exceed 10 and the number of consecutive days worked does not exceed 14. Arrangements concerning resulting Earned Time Off shall also be made by mutual

agreement prior to commencement of the field assignment.
(Note: The above would allow, for example, mutual agreement to work 10 consecutive days followed by four days of rest in a 14-day cycle, with any additional Earned Time Off scheduled by mutual agreement prior to the commencement of the field assignment as noted above.)

(5) In order to provide the flexibility required for the employees identified above and to enable the completion of the required regular hours in each work cycle Clause 7.2(b) shall not apply.

(1) Hours of work for Forest Protection Branch **employees** shall be governed by (f) above. Where **employees of the Ministry of Forests and Range** are involved in forest fire suppression duties, the following shall apply:

(1) *Employees On The Standby Duty Roster*

(i) On those days when an employee has been "activated" on the standby duty roster Clause 7.1 (f) shall not apply. Only hours worked up to seven hours per day will apply towards the 70-hour, 2-week averaging period (i.e. overtime will apply after seven hours per day).

(ii) Notwithstanding the above, where 48 hours' notice has been given to cancel scheduled standby, the provisions of (2) below shall apply.

(2) *Employees Not On The Standby Duty Roster*

(i) On those days an employee not on the standby duty roster performs solely non-fire fighting related duties (i.e. is not involved in forest fire fighting), Clause 7.1 (f) shall continue to apply and all hours worked up to 10 hours per day will count towards the 70-hour, 2-week averaging period.

(ii) On those days an employee not on the standby duty roster performs solely forest fire

fighting duties, Article 7.1 (f) shall not apply and only hours worked up to seven hours per day will apply to the 70-hour, 2-week averaging period.

(iii) On those days an employee not on the standby duty roster performs both non-firefighting and forest firefighting duties, Article 7.1 (f) would cease to apply and overtime would commence after seven hours if the employee is performing firefighting duties at that time. Should the employee continue to work past seven hours, exercising discretion under 7.1 (f) to perform non-firefighting duties, but later commences firefighting duties, Article 7.1 (f) would cease to apply and overtime would commence at the point firefighting duties started (i.e. if an employee commences firefighting duties after eight hours have been worked, overtime would commence at that point rather than after 10 hours).

(m) Flexible Work Schedules (Commercial Transport Inspectors "Portable")

Employees with established schedules may from time to time have temporary assignments where a flexible schedule is more appropriate for both Parties. Recognizing this, departures from established schedules shall be in accordance with the following provisions:

- (1) Notwithstanding the provisions of Article 7.2, an employee or groups of employees may be given the authority to work a flexible work schedule by mutual agreement between the Parties at the local level.**
- (2) The averaging period for those employees on flexible work schedules shall be 70 hours per two-week period.**
- (3) The scheduling of work days and rest days shall be by mutual agreement.**

(4) Subject to mutual agreement, the hours to be worked per day may be arranged on a flexible basis as appropriate in order to complete daily assignments providing that no regular hours of work shall exceed ten.

(5) Where employees are required to work dependently, agreement reached respecting (3) and (4) above will apply to all such employees.

(6) Time worked in excess of 10 hours per day, or in excess of the total hours required in the two-week period, shall be considered overtime. Acceptable time keeping records shall be established with the supervisor.

(n) *Commercial Transport Inspectors at Inspection Stations*

(1) Work Schedules – Notwithstanding the provisions of Article 7 – *Hours of Work*, work schedules for Commercial Transport Inspectors at Inspection Stations may be established by mutual agreement at the local level using the ratios, multiples of the ratios, or a reasonably recurring combination of the ratios and the daily hours of work listed in (i) below:

(i) Ratios of Work Days to Days of Rest (Shift Patterns)

1:1, 2:1, 3:1, 3:2, 3:4, 4:1, 4:3, 5:2, 5:3, 6:1, 7:2, 7:3, 7:4, and 7:5.

(ii) Daily Hours of Work

Daily hours of work shall be between seven and 12 hours.

(2) Meal Periods – Employees who are required to eat their meals at their place of work and are subject to interruption to perform their duties during the meal period, shall have the meal period scheduled with pay within their work day.

(o) *Flexitime*

(1) The foregoing does not preclude the introduction of flexitime as defined in Clause 14.8 of the Master Agreement, providing such scheduling is by mutual agreement at the local level. Such flexitime shall only be implemented when submitted to and approved by the Master Bargaining principals or their designates.

(2) Daily hours shall not exceed 10 hours.

(3) Regular hours worked shall not exceed seventy (70) hours in a 14-day averaging period or by mutual agreement, 140 hours in a 28-day averaging period.

(4) The averaging periods in (3) do not preclude the introduction through mutual agreement of a seasonal flexitime arrangement where up to the number of hours contained in one averaging period may be accumulated as surplus during the seasonal period to be taken as time off during the non-seasonal period. The accumulation and scheduling of surplus time is by mutual agreement.

7.2 Scheduling Limitations

Unless otherwise specified in this Article, the following shall always apply:

(a) The regular shift in any schedule shall not exceed 10 hours, exclusive of meal periods.

(b) The minimum scheduled shift, exclusive of meal periods, shall be seven hours.

(c) With the exception of Lookout persons, the maximum number of consecutive days worked without a day of rest shall not exceed 14 days.

(d) Travel time from point of assembly to the worksite and return shall be included in the scheduled workday.

- (e) (1) Employees shall not be required to work split shifts except by mutual agreement approved by the Joint Committee. This clause shall not apply to Park Assistants employed in the maintenance of small satellite parks and/or in the collection of campsite fees in such parks.
- (2) For split shift employees where a break longer than one hour is scheduled, a premium shall be paid for all hours worked which shall be the greater of:
 - (i) split shift premium of 45¢ per hour (50¢ effective April 4, 1999; 55¢ effective April 2, 2000); or
 - (ii) the relevant shift premium.

No employee shall receive both premiums.

- (f) All schedules selected from Table A shall clearly indicate the starting and finishing times of each shift.
- (g) All schedules shall incorporate a rotation of days worked so that all days of rest shall be on an equitable basis. In the case of Laboratory Assistants and Laboratory Health Science Officers employed in operations where the work load varies considerably within a week, the equitable rotation of days of rest shall be scheduled to ensure adequate staffing on peak work load days.
- (h) Where that is more than one shift, as defined in Article 15.1 of the Master Agreement, employees shall rotate these shifts on an equitable basis.

7.3 Scheduling of Earned Time Off

- (a) Where schedules conform with Clause 7.1(d), days off shall be scheduled consecutively within each cycle. Work cycle refers to the pattern of days of work and days of rest selected from Table A.
- (b) (1) Where as a result of Clauses 7.1(d)(1) and (2), surplus days off are to be scheduled, they shall be scheduled in when the schedule is drawn up, subject to

operational requirements and to any vacation entitlements arising from preferences gained by seniority.

(2) Notwithstanding (1) above, up to seven surplus days may be taken with the employee's first vacation entitlement at the employee's option, subject only to vacation entitlements arising from preferences gained by seniority. All remaining surplus days shall be scheduled in when the schedule is drawn up.

(3) Notwithstanding 7.3(b)(1) above, stationary and seasonal field employees may, by mutual agreement, reschedule surplus days, in order that the surplus days are not taken away from Headquarters providing that there is no increased cost to the Employer.

(c) Employees may exchange days off with the Employer's approval providing there is no increased cost to the Employer.

(d) Under the provisions of Clauses 17.3 and 17.4 of the Master Agreement, the day off in lieu of a holiday worked or a holiday on a day of rest, shall be scheduled by mutual agreement within 60 days. If the day off has not been scheduled or taken, it shall be attached to the following annual vacation leave or to the first consecutive days of rest, at the employee's option.

(e) Where, as a result of the provisions of Clause 14.3 of the Master Agreement, time is owed to or by the employee, it shall be accumulated until the time totals one scheduled shift. Use of such shift shall be scheduled by mutual agreement at the local level.

(f) Surplus days earned during seasonal period(s) pursuant to Clause 7.1(d)(3) may, by mutual agreement, be taken within the seasonal period(s). A maximum of 14 earned surplus days may, by mutual agreement, be taken in that period. If more than 14 surplus days are earned, the excess days shall be carried over to the non-seasonal part of the annual schedule. For the seasonal periods of less than six months, this clause shall be applied on a pro rata basis. In any case the surplus days, both in and out of the

seasonal period(s), shall be scheduled when the schedule is drawn up consistent with provisions of Clause 7.3(b).

7.4 Meal Periods

(a) Meal periods shall be scheduled by mutual agreement as close as possible to the middle of the shift and where possible to correspond to dining room facilities where such facilities are available. The length of the meal period shall not be less than 30 minutes nor more than 60 minutes by mutual agreement.

(b) An employee shall be entitled to take their meal period away from the work station. For the purpose of this Agreement, an employee shall be considered to be away from their work station if they are not subject to recall to work during their meal period. Where an employee is subject to recall during their meal period, the meal period shall be considered as time worked. On such an occasion the employee shall be compensated at the applicable overtime rate for the duration of the meal period. Overtime worked during a meal period shall be considered as overtime worked after the shift for overtime calculation purposes. For the purpose of Article 7.4(b) "*subject to recall*" means an employee is required by the Employer to be immediately available for duty at their worksite.

(c) Time spent in the preparation of meals by field crew personnel shall be considered as time worked at straight-time rates, provided that the number of persons so occupied and the time required is authorized by the Employer.

(d) 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 local supervisor. On such occasions the employees shall terminate their regular day's work earlier by the length of the meal break.

7.5 Starting and Finishing Times

(a) During periods of high fire hazard which result in industrial restrictions in forest usage, the Employer may advance the starting and finishing times by up to three hours up to twice per

year for personnel directly affected by such restrictions, provided that the total daily hours originally scheduled are not changed. If more than two changes are made, all time worked outside of the original negotiated schedule, during subsequent changes, shall be paid at overtime rates.

(b) (1) Where hours of operation are affected by a third party engaged in paving or construction work by contract, the Employer, subject to giving 72 hours' notice, may change the starting and finishing times by up to one hour up to twice per year for personnel in classifications listed in Appendix 2, 3 or 4 directly affected, provided that the total daily hours scheduled are not changed. If more than two changes are made, all time worked outside of the original negotiated schedule, during the subsequent changes, shall be paid at overtime rates.

(2) Where hours of operation are affected by a third party engaged in paving or construction work by contract, or where Time Study Crews are studying logging or log hauling operations, the Employer, subject to giving 72 hours' notice, may change the starting and finishing times by up to two hours up to four times per year for personnel in classifications listed in Appendix 5 directly affected, provided that the total daily hours scheduled are not changed. If more than four changes are made, all time worked outside of the original negotiated schedule, during the subsequent changes, shall be paid at overtime rates.

7.6 Part Time Employees

Part-time employees who are scheduled to work a full shift shall be subject to the work schedule applicable to their work unit. Part-time employees who are not scheduled to work a full normal shift applicable to their work unit shall not be governed by Clause 7.2(b) of this Agreement. For the purposes of this Article, "*part-time employees*" shall be those employees working an average of less than 35 hours per week.

TABLE "A"
For Employees in Classifications Listed in Appendix 3 or 4

	Length of Scheduled Shift	Shift Pattern	Workdays		Surplus or Shortage	No. of Days of Rest	Provisions For Stat. Holidays	Stat. Holidays on Shut Down	Stat. Holidays Lieu days
			Scheduled	Required					
1	7 hrs	5:2	250	250	0	104	Shut Down	11	—
2	7 hrs	5:2	261	250	0	104	Work	—	11
3	7 hrs. 30 min	5:2	250	233	17	104	Shut Down	11	—
4	7 hrs. 30 min	5:2	261	233	18	104	Work	—	10
5	8 hrs	5:2; 4:3	224	219	5	130	Shut Down	11	—*
6	8 hrs	5:2; 4:3	235	219	6	130	Work	—	10*
7	8 hrs. 45 min	4:3	198	200	-2	156-2=154	Shut Down	11	—
8	8 hrs. 45 min	4:3	209	200	0	156	Work	—	9
9	9 hrs	5:2	250	194	56	104	Shut Down	11	—
10	9 hrs	5:2	261	194	58	104	Work	—	9
11	10 hrs	2:1	232	175	57	122	Shut Down	11	—
12	10 hrs	2:1	243	175	59	122	Work	—	8
13	10 hrs	1:1	172	175	-3	182-3=179	Shut Down	11	—
14	10 hrs	1:1	182	175	0	183	Work	—	8

* This schedule is to cover nine (9) working days in a two-week period.

TABLE "A" (continued)
For Employees in Classifications Listed in Appendix 3 or 4

The following schedules are limited to seasonal period use only:

	Length of Scheduled Shift	Shift Pattern	Workdays		Surplus or Shortage	No. of Days of Rest	Provisions For Stat. Holidays	# Stat Holidays on Shut Down	Stat. Holidays Lieu days
			Scheduled	Required					
1	8 hrs	2:1	232	219	13	122	Shut Down	11	—
2	8 hrs	2:1	243	219	14	122	Work	—	10
3	8 hrs	5:2	250	219	31	104	Shut Down	11	—
4	8 hrs	5:2	250	219	31	104	Work	—	10
5	9 hrs	2:1	232	194	38	122	Shut Down	11	—
6	9 hrs	2:1	243	194	40	122	Work	—	9
7	10 hrs	5:2	250	175	75	104	Shut Down	11	—
8	10 hrs	5:2	250	175	78	104	Work	—	8

TABLE "A"
For Employees in Classifications Listed in Appendix 5

	Length of Scheduled Shift	Shift Pattern	Work Days Scheduled	Work Days Required	Surplus	Days of Rest	Provisions For Stat. Holidays	Stat. Holidays On Shut Down	Stat. Holidays Lieu days
1	7 hours	5:2	250	250	0	104	Shut Down	11	—
2	7 hours	5:2	261	250	0	104	Work	—	11
3	7 hours 30 min.	5:2	250	233	17	104	Shut Down	11	—
4	7 hours 30 min.	5:2	261	233	18	104	Work	—	10
5	8 hours	5:2 4:3	224	219	5	130	Shut Down	11	—*
6	8 hours	5:2 4:3	235	219	6	130	Work	—	10*
7	8 hours 45 min.	4:3	198	200	-2	156-2=154	Shut Down	11	—
8	8 hours 45 min.	4:3	209	200	0	156	Work	—	9
9	9 hours	5:2	250	194	56	104	Shut Down	11	—
10	9 hours	5:2	261	194	58	104	Work	—	9

TABLE "A" (continued)
For Employees in Classifications Listed in Appendix 5

	Length of Scheduled Shift	Shift Pattern	Work Days Scheduled	Work Days Required	Surplus	Days of Rest	Provisions For Stat. Holidays	Stat. Holidays On Shut Down	Stat. Holidays Lieu days
The following schedules are limited to seasonal period use only.									
1	8 hours	2:1	232	219	13	122	Shut Down	11	—
2	8 hours	2:1	243	219	14	122	Work	—	10
3	8 hours	5:2	250	219	31	104	Shut Down	11	—
4	8 hours	5:2	250	219	31	104	Work	—	10
5	9 hours	2:1	232	194	38	122	Shut Down	11	—
6	9 hours	2:1	243	194	40	122	Work	—	9
7	10 hours	5:2	250	175	75	104	Shut Down	11	—
8	10 hours	5:2	250	175	78	104	Work	—	8
9	10 hours	1:1	172	175	-3	182-3=179	Shut Down	11	—
10	10 hours	1:1	182	175	0	183	Work	—	8

**This schedule is to cover nine (9) working days in a two (2) week period.*

The provisions of Articles 7.7 through 7.18 inclusive apply to employees in classifications listed in Appendix 2, except as otherwise noted.

7.7 Hours of Work, Shift Schedules and Starting and Finishing Times

Subject to definitions 14 and 31 of the Master Agreement, the length of workdays, shift patterns and shift schedules shall be negotiated at the local level according to recognized provisions of Clause 7.7:

- (a) The length of the work day for the "*production season*" will be negotiated locally recognizing that required hours of operation are based on production requirements. These negotiations will commence prior to the "*production season*".
- (b) Shift pattern and length of scheduled workday changes will be limited to a maximum of three per year with a minimum duration of two months for any shift pattern or scheduled workday length, except by mutual agreement at the local level.
- (c) The normal meal period will be not less than one-half hour and not more than one hour. Lengthening of the scheduled workday will not be achieved by expanding the normal meal period except by mutual agreement.

7.8 Table of Recognized Workday Lengths and Shift Patterns

	Length of Scheduled Shift	Shift Pattern	Workdays		Surplus or Shortage	No. of Days of Rest	Statutory Holiday Provisions	# of Stat Holidays on Shut Down	Stat. Holidays Lieu Days
			Scheduled	Required					
1	10 hrs	5:2	250	175	75	104	Shut Down	11	—
2	9 hrs	5:2	250	194	56	104	Shut Down	11	—
3	9 hrs	5:2	261	194	58	104	Work	—	9
4	8 hrs	5:2	250	219	31	104	Shut Down	11	—
5	8 hrs	5:2; 4:3	224	219	5	130	Shut Down	11	—
6	7 hrs. 49 min.	5:2	250	224	26	104	Shut Down	11	—
7	7 hrs. 49 min.	5:2; 4:3	224	224	0	130	Shut Down	11	—
8	7 hrs. 30 min.	5:2	250	233	17	104	Shut Down	11	—
9	7 hrs. 30 min.	5:2; 5:2; 4:3	233	233	0	121	Shut Down	11	—
10	7 hrs. 30 min.	5:2	261	233	18	104	Work	—	10
11	7 hrs. 30 min.	5:2; 5:2; 4:3	234	233	1	121	Work	—	10
12	7 hrs	5:2	250	250	0	104	Shut Down	11	—
13	7 hrs	5:2	261	250	0	104	Work	—	11

	Length of Scheduled Shift	Shift Pattern	Workdays		Surplus or Shortage	No. of Days of Rest	Statutory Holiday Provisions	# of Stat Holidays on Shut Down	Stat Holidays Lieu Days
			Scheduled	Required					
14	8 hrs. 45 min.	4:3	198	200	*-2	156 (156-2=154)	Shut Down	11	—
15	10 hrs	4:3	198	175	23	156	Shut Down	11	—
16	8 hrs. 50 min.	4:3	198	198	0	156	Shut Down	11	—
17	8 hrs. 45 min	4:3	209	200	0	156	Work	—	9
18	10 hrs	1:1	171.5	175	**-.3.5	182.5 (182.5-3.5=179)	Shut Down	11	—
19	10 hrs.	1:1	182.5	175	0	182.5	Work	—	7.5
20	7 hrs. 30 min	2:1	243	233	0	122	Work	—	10
21	8 hrs.	2:1	243	218	15	122	Work	—	10
22	8 hrs. 30 min.	2:1	243	206	28	122	Work	—	9
23	9 hrs	2:1	243	194	40	122	Work	—	9
24	9 hrs. 30 min.	2:1	243	184	51	122	Work	—	8

* The 2-day shortage or prorated portion thereof must be included in the negotiated schedule. The scheduling of such time to be by mutual agreement.

** The -3.5 day shortage or prorated portion thereof must be included in the negotiated schedule. The scheduling of such time to be by mutual agreement.

7.9 Workdays

- (a) Except for part-time employees, the minimum length of the scheduled workday shall be seven hours.
- (b) The normal days of rest except as otherwise required in shift schedules shall be Saturday and Sunday.

7.10 Scheduling of Earned Time Off

Surplus time as per Clause 7.8

- (a) (1) Where employees are not able to take their earned time off as scheduled due to operational requirements, then there shall be a cash adjustment at the end of the averaging periods indicated using "*double time*" as the premium rate.
(2) Where employees choose to carry earned time forward for addition to vacation period, then the extra time worked in the period is to be considered as a "*straight-time*" time credit to be carried forward.
- (b) Statutory holiday lieu days as per Clauses 17.3 and 17.4 of the Master Agreement.
 - (1) Earned statutory holiday lieu days for statutory holidays occurring between January 1 and June 30 shall be scheduled by mutual agreement at the local level subject to operational requirements and shall be taken by December 31 of that year.
 - (2) Earned statutory holiday lieu days for statutory holidays occurring between July 1 and December 31 shall be scheduled as above and shall be taken by June 30 of the following year.

7.11 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.

7.12 Rotation of Shifts

- (a) Shift rotation shall be done on an equitable basis among the employees involved within a classification in each work group except that, by mutual agreement, an employee will be permitted to choose more than their share of the second or third shifts.
- (b) Where shift schedule changes result in workdays of the new schedule falling on rest days of the old schedule, then every attempt shall be made to provide a minimum of one rest day between shifts.

7.13 Split Shifts

- (a) No employees shall work split shifts except by mutual agreement.
- (b) For split-shift employees, where a break longer than one hour is scheduled, a premium shall be paid for all hours worked which shall be the greater of:
 - (1) Split-shift premium of 45¢ per hour (50¢ effective April 4, 1999; 55¢ effective April 2, 2000); or
 - (2) the relevant shift premium.
- (c) All hours worked on a split shift shall be contained within a 12-hour period. Any time that is worked outside the 12-hour period shall be paid at the appropriate overtime rates.

7.14 Rest Periods and Meal Periods

- (a) The time away from work for rest periods shall be as specified in Clause 14.4 of the Master Agreement, and for meal periods in accordance with appropriate work schedule.
- (b) Recognized meal periods will be within the middle two hours of the workday or shift. Employees with recognized meal periods who are required to work continuously within the middle two hours shall be paid one and one-half times the base rate for the duration of the recognized meal period and will be given a meal period with pay at another time in the shift or workday.

(c) Employees who are required to eat their meals at their place of work and are subject to interruption to perform their duties during the meal period, shall have the meal period scheduled with pay within their workday.

(d) Provided that the limits for the meal and rest periods are not exceeded, employees may leave their workplace to take such breaks. However, where an employee chooses to leave their workplace the Employer shall not be responsible for their transportation.

(e) Time spent in preparation of meals will be considered time worked provided that the meals are for other employees and that the time spent is previously authorized by the Employer.

(f) Where employees live in camp facilities provided by the Employer and are normally provided with a hot meal at the end of the shift, the Employer will provide a hot meal or a satisfactory meal which can be heated in the event that the employee is late for the meal time through no fault of their own.

7.15 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.

7.16 Workday Scheduled on Paid Holiday

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

7.17 Call-out for Emergency Situations

It is agreed that employees called out for emergency situations who were not on standby will not be expected to perform tasks other than of an emergent nature.

7.18 Flexible Work Schedules (Electronics Radio Communication Trades Persons)

Employees with established schedules may from time to time have temporary assignments where a flexible schedule is more appropriate for both Parties. Recognizing this, departures from established schedules shall be in accordance with the following provisions:

- (a) Notwithstanding the provisions of Clauses 7.7, 7.8 and 7.9, an employee or groups of employees may be given the authority to work a flexible work schedule by mutual agreement between the Parties at the local level.
- (b) The averaging period for those employees on flexible work schedules shall be 70 hours per 2-week period.
- (c) The scheduling of workdays and rest days shall be by mutual agreement.
- (d) Subject to mutual agreement, the hours to be worked per day may be arranged on a flexible basis as appropriate in order to complete daily assignments providing that no regular hours of work shall exceed 10.
- (e) Where employees are required to work dependently, agreement reached respecting (c) and (d) above will apply to all such employees.
- (f) Time worked in excess of 10 hours per day and/or in excess of the total hours required in the 2-week period shall be considered overtime. Acceptable time keeping records shall be established with the supervisor.

ARTICLE 8 - OVERTIME

8.1 Overtime Authorization

The Employer will submit to the Union, a list of positions designated to authorize overtime. Such designated personnel shall be deemed to have authorized overtime if they have designated authority in writing to a lower position.

8.2 Overtime Compensation

(a) Overtime compensation shall be monetary or in time off, at the employee's option. If the employee chooses time off, such time off shall be scheduled by mutual agreement between the Employer and the employee. Employees shall within 60 days from the end of the month in which they worked overtime, schedule such time off.

(b) (1) Any overtime still owing at the end of the calendar year may be taken as compensatory time off at a mutually agreeable time prior to the end of the fiscal year. Should this become impossible, all outstanding overtime shall be compensated by monetary payment at the end of the fiscal year.

(2) Notwithstanding (b)(1) above, an employee who has opted for compensatory time off (CTO) for overtime worked in one calendar year may, by mutual agreement, schedule the CTO to be taken by April 30th, of the following calendar year, and the employee may not subsequently opt for monetary payout for the overtime.

(3) Notwithstanding (b)(1) and (2) above, an employee engaged in the Snow Avalanche Program who has opted for CTO for overtime worked in one calendar year may, by mutual agreement, schedule the CTO to be taken by June 30th of the following calendar year, and the employee may not subsequently opt for monetary pay out for the overtime.

(c) For employees in classifications listed in Appendix 2.

In the interest of an employee's health and safety, the Employer agrees to make every effort to limit overtime. If an employee is working away from the point of assembly that the employee would normally be returning to that day and the overtime is refused, transportation to that point of assembly will be supplied by the Employer as described below and the employee will be compensated for time travelled where this disrupts previously arranged return to headquarters provisions as outlined in 13.4(c). If only the Employer vehicle is available and transportation to the regular point of assembly would significantly inconvenience other employees, seriously disrupt production, the Employer shall endeavour to provide alternate transportation.

8.3 Allocation of Overtime

Pursuant to Clause 16.5 of the Master Agreement and except in the case of emergencies, overtime shall be allocated on an equitable basis within the appropriate classifications listed in Appendix 2 for the work group. Accordingly, no employee in another classification shall be called out on overtime until all employees in the appropriate classifications have had the opportunity to refuse the overtime. For the purpose of this clause, an effort by the Employer to contact an employee shall constitute an opportunity to work.

ARTICLE 9 - WORK CLOTHING

9.1 Supply of Required Uniforms

(a) The following shall apply to employees in classifications listed in Appendix 3, 4, or 5 except as otherwise noted:

(1) The Employer shall provide and maintain the appropriate uniform or wearing apparel to employees required to wear a uniform or standard form of apparel. Shirts and washable trousers shall be maintained by the employee in classifications listed in Appendix 3 or 4.

(2) The Employer shall not introduce changes in style of uniforms without prior consultation with the Union.

(3) With the exception of existing stocks, all apparel requisitioned or supplied by the Employer shall be union made and shall bear a Union Label.

(4) All cleaning and laundering to be done by union establishments, where such establishments are available and offer comparable service.

(5) All issue clothing shall be new wherever possible. If used clothing must be issued, it shall be dry-cleaned and in good condition. Used footwear shall not be issued at any time. This shall not include outer footwear such as hip waders, overshoes, etc.

(b) The following shall apply to employees in classifications listed in Appendix 2:

(1) Where the Employer requires designated employees to wear a uniform, the uniform shall be supplied as soon as possible after hiring at no cost to the employee.

(2) The cost of approved cleaning, laundering, and repairing will be borne by the Employer. Effective **April 16, 2006** the Employer will provide an allowance of **\$25.00 (\$25.50 effective April 1, 2007; \$26.00 effective March 30, 2008; and \$26.50 effective March 29, 2009)** per month where arrangements have not been made for cleaning, laundering and repairing.

(3) The existing scale of issue will not be changed without consultation of the employee.

(4) Upon depletion of existing stocks and termination of current contracts, all apparel supplied by the Employer shall be union made where available and shall bear a label so stating.

(c) Supply of required uniforms for Commercial Transport Inspectors shall be as follows and (a) and (b) above and 9.2 below shall not apply:

(1) Where the Employer requires designated employees to wear a uniform, the uniform shall be supplied as soon as possible after hiring at no cost to the employee.

(2) The cost of approved cleaning, laundering, and repairing will be borne by the Employer. The Employer will provide an allowance of \$24.50 per month where arrangements have not been made for cleaning, laundering and repairing.

(3) The existing scale of issue will not be changed without consultation of the employee.

9.2 Existing Clothing Supply and Maintenance

The following shall apply to employees in classifications listed in Appendix 3, 4 or 5 except as otherwise noted:

(a) The Employer shall continue to provide all wearing apparel, footwear and/or protective clothing presently issued to employees.

(b) Changes in present issue shall be by mutual agreement between the Parties except where such changes are the result of changes in the nature of the employee's job that precludes the need for such clothing.

(c) Such apparel and footwear shall be cleaned and kept in good repair by the Employer.

(d) In the case of those employees who are supplied with clothing but not required by the Employer to wear it, a reasonable re-issue program shall be maintained, as long as possible.

9.3 Protective Clothing

The following shall apply to employees in classifications listed in Appendix 2:

- (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 two pair per week;
 - (ii) Electrician (Highway) - maximum two pair per week;
 - (iii) Mechanic - maximum two pair per week;
 - (2) Individual issue laboratory coats or counter coats:
 - (i) Mechanic Supervisor - maximum two per week;
 - (ii) Highway Electrician Supervisor - maximum two 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 Carpenters when required.

(7) Plant issue coveralls to those employees engaged in the operation of Distributor Trucks, and those engaged in sign maintenance.

(c) Any individual 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 case, an allowance of \$20 per month will be provided.

9.4 Uniforms - Fire Marshal - Inspectors

The clothing allotment for Fire Inspectors shall be as follows:

- (1) 2 tunics with rank insignia
- (2) 3 pairs of trousers
- (3) 3 long sleeve shirts; three short sleeve shirts
- (4) 1 trench coat or parka
- (5) 4 ties
- (6) 2 pairs of shoes
- (7) 2 sets of shirt collar insignia
- (8) 1 cap
- (9) 1 cap badge.

9.5 Photo-Arts Technician

(a) The Employer will supply suitable cold weather clothing for those Photo-Arts Technicians who are required to complete photographic assignments in the field which exposes them to severe winter conditions such as experienced on mountain tops or glaciers.

(b) The clothing supplied is for use during the cold weather assignments only and will include:

- (1) 1 winter parka with hood
- (2) 1 pair of insulated "warm up" pants

- (3) 1 pair of cold weather boots
- (4) 1 pair of insulated gloves.

9.6 Paving Projects

When required, coveralls shall be available on a plant issue basis to those paving employees assigned to crusher inspection, paving plant inspection, dipping tanks and calibrating asphalt distributors.

9.7 Snow Avalanche Technicians

A water-repellent, breathable, cover-all jacket complete with safety markings shall be made available, on a plant issue basis, to Snow Avalanche Technicians required to ski in the performance of their duties.

9.8 Motor Vehicle Inspectors

The clothing allotment for Motor Vehicle Inspectors shall be as follows:

- (1) 10 pairs of coveralls**
- (2) 1 parka**
- (3) gloves (as required)**
- (4) 1 cap**
- (5) 1 pair of boots.**

9.9 Commercial Transport Inspectors

The Employer agrees to provide the following to each of the following employees when hired:

- (a) Commercial Transport Inspectors**
 - (1) 2 jackets, 1 long style (option of style)**
 - (2) 4 pairs pants**
 - (3) 5 pairs socks**
 - (4) 6 shirts (3 short sleeve)**
 - (5) 2 ties**
 - (6) 1 cap and badge**
 - (7) 1 parka**

- (8) 1 belt**
- (9) 1 pair shoes or ankle boots (at the option of the Commercial Transport Inspector)**

(replacement provisions below applicable only after surplus jacket and pants have been surrendered as unserviceable)

(b) Commercial Transport Inspectors "*Portable*" (additional)

- (1) 1 pair gloves**
- (2) 1 plastic cap cover**
- (3) 1 reflective raincoat**
- (4) 1 flashlight and batteries with traffic cone**
- (5) 1 winter hat (where required).**

The replacement of unserviceable items will be made upon surrender of items to be replaced and proof that replacement is not as a result of negligence by the employee.

Where the Employer requires flashes to be worn, the Employer will be responsible for attaching same.

ARTICLE 10 - VACATION

10.1 Vacation Period

- (a) (1) The employee in classifications listed in Appendix 2, 3 or 4, shall be permitted to take their vacation entitlement at any time during the year if the vacation schedule permits. All employees in classifications listed in Appendix 3 or 4 shall be allowed to take their complete vacation entitlement during the period from May 1 to September 30 if the vacation schedule permits.**
- (2) All employees in classifications listed in Appendix 5 except those mentioned in 10.1(b), shall be permitted to take their vacation entitlement at any time during the year if the vacation schedule permits. All**

employees except those mentioned in 10.1(b) shall be entitled to take their complete vacation entitlement during the period from May 1 to September 30, inclusive. This period shall be defined as "*prime time*".

(b) Those employees in classifications listed in Appendix 5 designated as "*mobile*", "*seasonal field*", and "*air crews*" (as referred to in Addendum 1) may be permitted to take their full vacation entitlement at any time during the year if the vacation schedule permits. However, they shall be entitled to take two weeks in an unbroken period during "*prime time*".

An employee shall be entitled to take their remaining entitlement in a further unbroken period. An employee shall be entitled to take their full vacation entitlement in an unbroken period not less than once every three years during "*prime time*".

(c) Employees in the Fish and Wildlife Branch shall be entitled to take their complete vacation entitlement during the period September 1 to December 31, inclusive, if the vacation schedule permits.

(d) An employee in classifications listed in Appendix 5 may opt to be returned to their headquarters or temporary headquarters prior to commencement of the vacation period of their choice once per year.

(e) (1) For employees in classifications listed in Appendix 2, in peak work periods, a minimum of one regular employee in each classification may take their vacation subject to Articles 10.2, and 10.3 of this Agreement.

(2) Notwithstanding (1) above, work groups consisting of less than eight but greater than five employees, as at April 1 of each year, may have their availability to take vacation during July, August, and December limited to two employees away at a time in each classification series. Likewise, work groups of five or less employees as at April 1 may have their availability to take vacation during

those months limited to one employee away at a time in each classification series.

10.2 Preference in Vacation

(a) For those employees in classifications listed in Appendix 3, 4 or 5, vacation shall be granted on the basis of service seniority within a classification series within the work units listed in Appendix 8—Vacation Units.

(b) For those employees listed in Appendix 2, preference in vacation selection shall be determined in each work group on the basis of service seniority by classification within that work group. Work groups are defined in Article 1.2. Such employees shall be entitled to receive their vacation in an unbroken period.

In all cases, regular employees shall have preference over any auxiliary employee in vacation selection.

(c) Employees in classifications listed in Appendix 4 shall be entitled to at least three weeks of their vacation in an unbroken period. An employee shall be entitled to take any entitlement in excess of three weeks in a further unbroken period. An employee shall be entitled to take their full vacation entitlement in an unbroken period not less than once every three years.

(d) Employees in classifications listed in Appendix 3 shall be allowed to take at least four weeks of their vacation entitlement in an unbroken period during the period May 1 to September 30, inclusive, which shall be defined as the prime time vacation period. For those employees who have more than four weeks vacation entitlement, the Employer shall make every reasonable effort to allow such employees to take their complete vacation entitlement during the prime time vacation period, if they so desire.

(e) Employees shall exercise their seniority rights for the choice of their first vacation period prior to March 1. Seniority shall prevail in the choice of the second vacation period, but only after other employees in the unit have selected their first vacation period.

10.3 Vacation Schedules

- (a) Vacation schedule forms shall be posted by the Employer by February 15 of each year in each work unit. Employees shall make vacation selections by March 15 of each year. The complete vacation schedule shall be posted by March 31.
- (b) An employee who does not exercise their seniority rights within two weeks of the vacation schedule being posted, shall not be entitled to exercise these rights with respect to any vacation time previously selected by an employee with less seniority.
- (c) The Employer shall make every effort to contact employees who are absent in order to establish such employees' preference for vacation.
- (d) An employee who transfers to another work location where the vacation schedule has already been completed will not be entitled to exercise their seniority rights for that year only. However, every effort shall be made to grant vacation at the time of the employee's choice. If an employee is transferred by the Employer, they will be given the vacation time previously selected. However, no other employee's scheduled vacation shall be affected by the transfer.
- (e) Vacation schedules may be amended at any time by mutual agreement of the Employer and any employee affected by the change.
- (f) Changes requested in selected vacation periods for compassionate reasons shall be given careful consideration. Such changes shall not affect the selected vacation periods of other employees.

ARTICLE 11 - WAGES AND ALLOWANCES

11.1 Special Certificate Allowance

- (a) Those employees required by the Employer to hold a valid British Columbia Blasters' Certificate which is not required in

their classification specification shall receive biweekly compensation as follows:

- (1) Electrical blasting single series.....\$15
- (2) Safety fuse blasting.....\$15
- (3) Combination of 1 and 2.....\$15
- (4) Safety fuse and electrical blasting to
rated capacity of blasting machine.....\$20

- (5) Electrical blasting for rated
capacity of blasting machine.....\$20

- (6) Seismic.....\$25
- (7) General.....\$25

(b) Those employees required by the Employer to hold a valid Power Engineers Certificate which is not required in their classification specification, shall receive biweekly compensation of \$15.00.

11.2 Diving Premium Pay

(a) Employees who are required to perform underwater diving shall, in addition to the applicable rate of pay paid at the time of the dive, receive premium pay at \$10.00 per hour.

(b) Dive site supervisors shall receive pay in accordance with (a) above when supervising employees who are diving underwater.

(c) Pay shall be in half hour increments which shall include preparation for dive, and any time required for removal and immediate maintenance of equipment.

(d) Employees used in this capacity must be fully qualified divers and produce documents to so indicate.

(e) For Dam Inspectors in the Major Dam Inspection Program, for underwater time, employees will receive premium pay equal to their regular hourly straight-time base rate and for such underwater time the allowance in (a) above shall not apply.

11.3 Climbing Stacks, etc.--Premium Pay

(a) The following shall apply to employees in classifications listed in Appendix 3, 4 or 5 except as otherwise noted:

(1) Employees in classifications listed in Appendix 3, 4 or 5 or who are required to climb or work on stacks shall, in addition to the applicable rate of pay at the time of the climb, receive premium pay equal to their regular hourly straight-time base rate for any time such work is performed.

(2) Employees in classifications listed in Appendix 5 who are required to climb meteorological towers at Saturna, Langdale, Alex Fraser Bridge, Prince George, Crofton, 100 Mile House, or Brilliant shall, in addition to the applicable rate of pay paid at the time of the climb, receive premium pay equal to their regular hourly straight-time base rate for any time such work is performed.

(3) Pay shall be in half hour increments.

(b) The following shall apply to employees in classifications listed in Appendix 2:

A premium allowance of \$1.05 per hour shall be paid in addition to regular rates of pay for employees working on a swing stage, over bridges or stacks, or towers or over the side of buildings or vessels, such that they are working more than 50 feet/15.24 meters above surrounding terrain. Premium allowance shall apply to actual time while exposed, except that the minimum time shall be one-half hour.

11.4 Substitution Pay

(a) Where relief is required for classifications listed in Appendix 4 or 5 because the principal duties of a temporarily vacant position have to be carried out during the absence of the regular incumbent, the Employer agrees to give regular employees in the appropriate work unit and from the same occupational grouping, the opportunity to relieve in the higher paying position, provided there is no employee available whose functional job description requires periodic substitution and

provided the employee substituting is sufficiently competent to assume the principal duties of the temporarily vacant position. The employee so designated to substitute will receive substitution pay in accordance with Clause 27.4 of the Master Agreement.

(b) Where substitution is required for classifications listed in Appendix 3 the most senior available qualified employee in the appropriate classification shall be afforded the opportunity to substitute in the higher position.

(c) For those classifications listed in Appendix 2 the following provisions shall apply:

(1) Substitution to a higher non-supervisory level position shall be offered to the most senior available qualified employee in the appropriate classification, subject to the employee's ability to perform the job.

(2) Appointment to substitute in supervisory level positions shall be made on the basis of merit, as outlined in Section 8 of the *Public Service Act*.

(3) Where the Employer requires an employee to work part days at a higher paying position, for more than one-half hour, they shall be paid the higher rate by one-half day increments.

(4) The application of this clause shall not include training time.

(5) Subject to the provisions of Article 27.4 of the Master Agreement where an established supervisory position normally exists, it shall be the normal practice that a substitute be designated in accordance with this Article.

11.5 Out-of-Pocket Expenses

(a) An employee who is in a classifications listed in Appendix 3, 4 **or** 5 in performing their duties within their headquarters area may claim unusual and/or extraordinary out-of-pocket expenses, subject to the approval of the Employer.

(b) Where employees have guest speakers, recruiting officers, consultants, or non-service personnel at their workplace, in the course of their duties, they shall, subject to prior approval, be reimbursed for reasonable expenses upon production of receipts.

11.6 Standby

(a) Employees in classifications listed in Appendix 3, 4 or 5 shall be assigned standby on an equitable basis.

(b) Employees involved in forest protection, and those employees who have traditionally been assigned standby on a scheduled basis, will have standby assigned for weekly periods. Standby schedules will be posted one month in advance except in emergencies. Notwithstanding the above, the Employer may cancel scheduled standby giving 48 hours' notice to the employee(s) in classifications listed in Appendix 3 or 4 involved and 18 hours' notice to the employee(s) in classifications listed in Appendix 5 involved.

(c) In cases of emergency, and for those employees who have not traditionally been scheduled for standby on a regular basis, standby may be assigned without 30 days' notice, but the Employer shall endeavour to give as much advance notice as possible.

(d) Standby assigned on the employee's scheduled day of work will abut the shift and be a minimum of six hours. Standby assigned on a day of rest will be for a minimum of 12 hours per day for employees in classifications listed in Appendix 3 or 4 and 18 hours per day for employees in classifications listed in Appendix 5.

(e) Employees whose movements are restricted due to responsibility for the care and/or safety of livestock or equipment during non-working hours, shall be considered as on standby.

(f) The Ministries will consult with the Union prior to initiating standby programs where they have not existed previously. This provision shall not apply to standby situations made necessary by emergency conditions.

11.7 Work Time Records

The following shall apply to employees in classifications listed in Appendix 2:

- (a) Any change to an employee's record of time worked which affects their wages shall be accompanied by notification to the employee. Should the employee disagree with the Employer as to the accuracy of their work and overtime records, the Union official within their jurisdiction shall have the right, on reasonable notice, to inspect the employee's work and overtime records.
- (b) All daily rate employees shall submit a time sheet on a daily basis to the foreman.

11.8 Supervisory Allowance

The following shall apply to employees in classifications listed in Appendix 2:

- (a) Where an employee is temporarily required by the Employer to supervise a group of employees for one-half working day or longer and where the applicable classification specification does not include supervision, a supervisory allowance will be paid as follows:

Size of Project Crew Supervised	Daily Allowance
1-5	\$2.50
6-11	\$3.50
Over 11	N/A

- (b) The daily allowance shall be based on a scheduled workday of seven hours and shall be prorated for scheduled workdays other than seven hours.
- (c) Such supervisory duty shall not exceed 20 consecutive working days. This clause is not intended to replace substitution where the principal duties of a foreman are being performed.

(d) This clause shall cease to be in effect upon implementation of the proposed Maintenance Worker, Tradesman and Operator series.

11.9 Dirty Money

The following shall apply to employees in classifications listed in Appendix 2:

(a) Except for plumbers, plumber's helpers and plumber's apprentices, a premium allowance of \$1.05 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 hour.

(b) A premium allowance of 70¢ per hour shall be paid in addition to regular rates of pay to employees required to handle soiled laundry. Premium allowance shall apply to actual time exposed; except that the minimum time shall be one-half hour.

11.10 Training Allowance

The following shall apply to employees in classifications listed in Appendix 2:

(a) District Training Operator appointments shall be made on the basis of merit, as outlined in Section 8 of the *Public Service Act*. Employees so appointed shall, in addition to their base rate of pay, receive an allowance of \$100 per month. When the combined monthly total of base rate, training allowance, and substitution pay exceeds the Foreman 1 rate, the monthly training allowance shall be reduced by the amount that the Foreman 1 rate is exceeded.

(b) Operators who are required by the Employer to provide training to a specified level and to certify to the competency of the employees so trained shall receive \$3.50 per day while training. In such cases, the most senior qualified operator with the capability to provide training in the required class of

equipment shall be given the opportunity to provide such training.

11.11 Welding and Cutting Galvanized

Effective April 6, 1997 a premium allowance of 85¢ 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 hour.

11.12 Mobile Employees in Classifications Listed in Appendix 5

- (a) All employees designated "*mobile*" shall receive a monthly payment of \$40.00 in addition to their regular monthly salary.
- (b) "*Mobile*" employees shall be given 30 days' notice, wherever possible, but in no case less than 15 days' notice, of an impending move. The notice shall be in writing and shall indicate the date of move, new location and approximate duration at the "*new*" location.
- (c) No employee designated "*stationary*" or "*seasonal field*" shall be changed to "*mobile*" status without their consent.

11.13 Seasonal Field Employees in Classifications Listed in Appendix 5

The Employer will make every reasonable effort to give 15 days' notice of an impending relocation of "*seasonal field*" employees. The notice will include the expected date of move and expected duration of the field assignment.

ARTICLE 12 - AUXILIARY EMPLOYEES

12.1 Seniority Lists

Lists to record service and classification seniority as required in Clause 31.3(a) of the Master Agreement shall be retained at the appropriate Ministry Office, and such information shall be provided to the President or their designate, upon request.

12.2 Layoff and Recall (Auxiliary Employees)

- (a) Pursuant to Clause 31.5 of the Master Agreement, the layoff and recall units for auxiliary employees shall be defined in Appendix 6—*Auxiliary Layoff and Recall Units*.
- (b) When new work units are established, the Joint Committee shall meet and make recommendations, pursuant to Clause 31.5 of the Master Agreement.

ARTICLE 13 - GENERAL CONDITIONS

13.1 Headquarters and Employee Designations

- (a) Every employee in classifications listed in Appendix 5, except mobile employees, shall be assigned a permanent headquarters within 60 days of the signing of this Agreement. If an employee feels they have been incorrectly assigned, the dispute shall be subject to the grievance procedure as prescribed in the Master Agreement.
- (b) For the purposes of this Agreement, each employee in classifications listed in Appendix 5 shall be designated as "*stationary*", "*mobile*", or "*seasonal field*" as defined in Memorandum of Understanding #2 of the Master Agreement.

13.2 Points of Assembly

- (a) Points of assembly for employees in classifications listed in Appendix 3 or 4:
 - (1) Except for those points of assembly specified in Appendix 1, and other previously agreed upon points of assembly, all other points of assembly shall be mutually agreed upon at the local level between the Union and the Employer within 30 days of the signing of this Agreement.

If mutual agreement cannot be reached at the local level within the time specified above, the matter shall be immediately referred to a Joint Committee for

recommendations to resolve the dispute. In the event the Joint Committee cannot make recommendations to resolve the dispute, either Party may refer the matter to arbitration, pursuant to Article 9—*Arbitration* of the Master Agreement.

(2) Unless otherwise specified in this Agreement, an employee shall commence and terminate each day's work at their point of assembly.

(3) Except for those points of assembly specified in Appendix 1, assembly points may be changed by mutual agreement at the local level. The Employer may change temporarily the point of assembly in the event of an emergency.

(4) The point of assembly shall be the location at which the employee normally receives their daily direction.

(5) Where new worksites are established by the Employer, the assembly point shall be mutually agreed to by the Employer and the Union prior to work commencing at the new worksite.

(6) It is the intent of this Article that employees shall return to their point of assembly at the end of each workday whenever possible.

(b) Point of assembly for employees in classifications listed in Appendix 2:

(1) Every employee will be assigned a headquarters and a regular point of assembly within their headquarters. 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, nursery, farm, etc. The regular point of assembly will be changed only in accordance with Clause 12.4 of the Master Agreement with prior notification of 60 days or by mutual agreement.

(2) For those employees in locations where there has been more than one recognized regular point of assembly

and employees have been assigned to work at any of these regular points of assembly, the Employer will advise the employee of the regular point of assembly to which they are to report with as much advance notice as is reasonably possible.

(3) When an employee is assigned to a work location so far removed from their headquarters or point of assembly that it is impractical for them to be returned to their regular point of assembly at the end of each day's work, they will be assigned a temporary field point of assembly and will be provided with accommodation, board and lodging allowances in accordance with Clause 27.15 of the Master Agreement. A temporary field point of assembly will not be assigned or changed without prior notification of 72 hours, except in the case of an emergency or by mutual agreement at the local level. The 72 hours' notice shall be waived for employees called from layoff status. The location of a temporarily field point of assembly will be designated by mutual agreement and will normally be the point of field accommodation, local yard, or worksite.

(4) Where an employee works away from their regular or temporary field point of assembly, as the case may be, they will, at the Employer's option, either travel on the Employer's time or be paid for hours travelled at the overtime rates. For purposes of this clause, "*overtime rates*" as used in Clause 16.6(a) of the Master Agreement shall prevail. "*Overtime rates*" as referred to in this clause applies only to the rate applicable.

(c) Point of Assembly for employees in classifications listed in Appendix 5:

(1) The Employer shall assign each employee a specific point of assembly. The employees shall be notified of any changes in the point of assembly at least 72 hours and where possible, five days in advance, except in the case of an emergency or by mutual agreement at the local level.

(2) Unless otherwise specified in this Agreement, an employee shall commence and terminate each day's work at their point of assembly.

(3) Where new work sites are established by the Employer for "*stationary*" or "*seasonal field*" employees at their permanently designated headquarters, the assembly point shall be mutually agreed to by the Employer and the Union, prior to work commencing at the new work site.

(4) Where employees feel the point of assembly assigned to them is not suitable or practical, they may refer the matter to the Joint Committee for study with the Ministry involved.

13.3 Return to Point of Assembly

(a) The following shall apply to employees in classifications listed in Appendix 3, or 4:

(1) When an employee is assigned temporarily to a worksite that is so far removed that they are unable to return to their point of assembly at the end of each workday, the following conditions shall apply:

(i) Travel between their place of temporary accommodation and the worksite that exceeds 15 minutes shall be considered as time worked.

(ii)

a) Time spent in travel between an employee's point of assembly and the worksite at the commencement and termination of each assignment shall be considered as time worked.

b) Employees on travel status shall be afforded the opportunity of returning to their point of assembly at the end of each 2-week cycle, at no loss of pay to the employees. In addition, time off adjoining their days of rest,

at their point of assembly, will be earned at the rate of one-half day for each day of rest, spent away from their point of assembly. The latter provision shall not apply when the employee is authorized to work, and works their day(s) of rest.

(iii) The overtime provisions of the Master Agreement shall be considered to apply to any travel undertaken to return the employee to their point of assembly if such travel takes place outside their scheduled hours of work.

(b) The following shall apply to employees in classifications listed in Appendix 5:

(1) Return to Headquarters (and Return to Point of Assembly for Coastal Check Scalers and R.O Scaling-Coast Positions) as follows:

(i) "*Stationary*" employees on travel status shall be afforded the opportunity of returning to their permanent headquarters for one additional day off adjoining their normal days of rest at the end of each 3-week period at no loss of pay to the employee. Normal travel conditions shall apply if the employee is returning to headquarters prior to the completion of a three (3) week assignment.

(ii) "*Seasonal field*" employees shall be afforded the opportunity of returning to their headquarters* and "*mobile*" employees to their temporary headquarters* (when working away from temporary headquarters) for two additional days off adjoining their normal days of rest at the end of each 5-week period at no loss of pay to the employee.

(iii) Upon mutual agreement, days off referred to in Clauses 13.3(b)(i) and (ii) may be banked.

(iv) For the purpose of Clauses 13.3(b)(i) and (ii), travel and meal costs will be at the Employer's expense and on the Employer's time. Travel time beyond the normal work day shall not be considered as time worked. Reasonable time will be allowed for the employee to reach their destination on the Employer's time.

(v) Averaging arrangements may be applied to Clauses 13.3(b)(1) (i) and (ii) by mutual agreement between the employee and local Management, in order to maintain continuity of operations.

**An opportunity to return to headquarters shall not be regarded to have occurred should that employee not have the opportunity to return to headquarters for a period of not less than 18 hours.*

(2) This provision for return to point of assembly applies only to Coastal Check Scalers and R.O. Scaling-Coast positions (and (1) above will not apply):

When an employee is assigned temporarily to a worksite that is so far removed that they are unable to return to his point of assembly at the end of each work day, the following conditions shall apply:

(i) Travel between their place of temporary accommodation and the worksite that exceeds 15 minutes shall be considered as time worked.

(ii) Time spent in travel between an employee's point of assembly and the worksite at the commencement and termination of each assignment shall be considered as time worked.

Employees on travel status shall be afforded the opportunity of returning to their point of assembly at the end of each 2-week cycle, at no loss of pay to the employees. In addition, time off adjoining their days of rest, at their point of assembly, will be earned at the rate of

one-half day for each day of rest spent away from their point of assembly. The latter provision shall not apply when the employee is authorized to work and works their day(s) of rest.

The overtime provisions of the Master Agreement shall be considered to apply to any travel undertaken to return the employee to their point of assembly if such travel takes place outside their scheduled hours of work.

13.4 Mobility

(a) Every employee in a classification listed in Appendix 2 will be assigned a mobility class as follows:

(1) *Mobility Class 1*—Employees in this class work from a regular point of assembly in their headquarters, but may be required infrequently to work outside of their headquarters from a temporary field point of assembly for short periods (e.g. Employees in district maintenance and day labour work).

(2) *Mobility Class 2*—Employees in this class work away from their headquarters on a seasonal or lengthy basis at temporary field points of assembly. They normally return to their headquarters during the "off" season. (e.g. Regional bridge painting crews, centre line crews, crusher crews, pulvi mix crews, mixing plant crews, etc).

(3) *Mobility Class 3*—Employees in this class work away from their permanent headquarters on a more or less continuous basis at temporary headquarters and temporary field points of assembly which change from project to project. (e.g. some employees on Forest Service construction projects, some employees on Regional and Provincial Ministry of Highways crews.)

(b) All job vacancy notices shall indicate the mobility class, the headquarters, and the regular point of assembly of the position. Each employee shall receive a letter clearly stating their mobility class and regular headquarters.

(c) Mobility Class 3 employees, who work with Mobility Class 2 crews during the field season and for whom there is a choice of temporary headquarters and temporary field points of assembly available during the "off" season, shall be able to select their "off" season temporary headquarters and field point of assembly on the basis of seniority within a classification.

13.5 Return to Headquarters (Mobility Class Employees and Divisional Field Crews)

(a) Both Parties recognize the desirability of Mobility Class 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) For Mobility Class 1 employees the Employer shall provide either a vehicle or other form of transportation as required in (a) above. The employees shall be compensated for travel time and approved meal costs while travelling.

(c) For Mobility Class 2 employees and Mobility Class 3 employees (when with Mobility Class 2 crews):

(1) Where it is mutually agreed that it is practical for employees to return to headquarters for days of rest, the Employer shall provide a vehicle for such travel and travel shall be on the employee's time. Individual employees not choosing to take advantage of this travel arrangement shall not accumulate credit towards the benefit in 13.5(d) below.

(2) Where the Employer requires employees to return to headquarters for days of rest, transportation shall be supplied by the Employer and travel time shall either be included in the scheduled workday or shall be compensated at overtime rates.

(d) (1) For Mobility Class 2 employees and Mobility Class 3 employees (when with Mobility Class 2 crews), where return to headquarters for days of rest has not been provided under 13.5(c), then employees will be scheduled

to return to headquarters for four consecutive days (including two regular days of rest and two scheduled workdays) for every 25 scheduled working days at no loss of regular pay to the employees. Employees will be compensated for travel time up to one scheduled workday for each direction of travel and approved meal costs while travelling, will be paid. Approved reasonable transportation will be provided by the Employer.

(2) Scheduled return trips to headquarters may be altered on five calendar days notice to accommodate operational requirements and conditions providing the entitlement is averaged over a period not exceeding 45 calendar days.

(3) By mutual agreement, days off may be banked and averaging out applied.

(e) Mobility Class 2 employees who are required to work away from their headquarters during the "off" season shall be entitled to the benefits described under 13.5(c)(1) if a vehicle is available but shall not be entitled to the benefits under 13.5(d) for this "off" season period.

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

(g) During each field season of up to six months, there shall be a mid-season or project break for divisional field crews, providing that the employees concerned have earned such days pursuant to (i) below and/or Clause 7.1(g)(2). Such breaks shall last not less than six clear days. Any days off which are used in such breaks shall be debited against the employee's banked time in accordance with Clause 7.1(g)(2).

(h) When a mid-season or project break occurs, a member of a divisional field crew shall be transported at the Employer's expense to and from their divisional headquarters, or if at no

extra cost to the Employer, to and from the destination of their choice within the Province of British Columbia at the commencement and termination of the mid-season or project break. The Employer shall have the right to determine the mode of travelling, and the employee shall be allowed reasonable travelling time to reach their destination. It is understood that such travel time shall not entail the accumulation of surplus time referred to in Clause 7.1(h)(2), and that neither such travel time nor the days involved in the mid-season or project break shall count towards the 2-week period for employees in classifications listed in Appendix 3 or 4 or the 3-week period for employees in classifications listed in Appendix 5 referred to in (i) below. If the employee opts for a mode of travelling other than that provided by the Employer, the maximum travel time and transportation costs they shall be allowed, shall not exceed the time and transportation costs of that arranged by the Employer for each way for that employee.

(i) At the end of each 2-week period for employees in classifications listed in Appendix 3 or 4, or at the end of each 3-week period for employees in classifications listed in Appendix 5, in addition to their regular rate of pay, a divisional field crew employee shall become entitled to one extra day off with pay at straight-time rates to be taken at the mid-season or project break. Where such break occurs before the employee becomes entitled to sufficient days under this clause to cover the period but does become so entitled later, such days of entitlement may be applied retroactively to the mid-season or project break, and the appropriate credit shall be restored to the employee's surplus days earned under Clause 7.1(h)(2). Where an employee has more days to their credit through this clause that can be disposed of during the mid-season or project break, they shall be used to cover a second mid-season or project break of the appropriate number of days before the completion of the field season.

13.6 Supply and Maintenance of Equipment/Tradesmen's Tools

(a) For employees in classifications listed in Appendix 3, 4 or 5, the Employer shall provide and maintain all equipment, tools, machinery, furniture, and supplies necessary for the employees to perform their duties effectively.

(b) For employees listed in Appendix 2, the following shall apply:

(1) Other than employees classified as tradesmen, helpers or apprentices, employees will not be required to supply work tools.

(2) Subject to (b)(1) above, the employee shall furnish and replenish their inventory of personal hand tools. The Employer shall furnish and maintain all other equipment as they deem necessary.

(3) Where maintenance of employees' hand tools has been done by the Employer in the past, this practice shall continue. It is understood that "*maintenance*" as used in this section shall mean sharpening and keeping in good working condition.

13.7 Transportation on Termination

Employees in classifications listed in Appendix 3, 4 or 5 engaged in work away from headquarters and temporary headquarters who are discharged shall be paid for transportation costs and travel time to their point of hire or residence within British Columbia, whichever is the lesser cost. The Employer may determine the mode of transportation.

13.8 Transportation of Resigned Personnel from Isolated Location

In isolated locations where an employee resigns because of unforeseen incompatibility with work or camp conditions, or for compassionate reasons, the Employer will arrange for

transportation to the nearest commercial carrier as soon as possible.

13.9 Oaths

When the Employer requires employees to take oaths pertaining to their employment, undergo medical examinations or x-rays as required for employment, the Employer shall grant the necessary time off.

13.10 Use of Aircraft

Employees shall not be required to use an aircraft in the course of their duties other than those of regular commercial airlines, licensed charters, or Government aircraft.

13.11 Copyrights

(a) The Employer and the Union agree that original articles, technical papers, information reports and/or instructional notes prepared by the employee within the course of their duties for the Employer, shall be retained by the Employer. The Employer further agrees that the employee may be granted permission to quote selected portions of such materials in a larger work or to publish the material in related journals. Such permission shall not be unreasonably withheld.

(b) The Employer agrees that an employee may prepare articles, technical papers, and/or instructional notes on their own time, and copyright for such material shall be vested in the employee. Confidential information shall not be disclosed without written permission of the Ministry head.

13.12 Personal Research

Subject to approval by the Employer and the Local Safety Committee, an employee in classifications listed in Appendix 3, 4 or 5, may use facilities normally used in the course of their duties to carry out personal research or projects. The cost of materials shall be borne by the employee. Such approval shall not be unreasonably withheld by the Employer.

13.13 Replacement of Employees Hand Tools

The Employer will replace the employees' in classifications listed in Appendix 2, 3 **or** 4 hand tools and tool boxes required for the job, which may be lost or broken while used on the job, upon reasonable proof of such loss or breakage, and proof that there has been no negligence on the part of the employee. Replacements will be of equal quality.

13.14 Motor Vehicle

For employees in classifications listed in Appendix 2, ownership of a motor vehicle will not be considered a condition of employment for the performance of the employee's duties once they have arrived at their point of assembly.

13.15 Technical Orders - Tradesmen

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

13.16 Tradesmen Not to Work as Helpers

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

13.17 Travel Outside the Province (HRO Museum Curators)

(a) Employees required to travel outside the province shall be reimbursed for receipted expenses incurred in the course of their duties. Receipts shall not be required for expense categories currently paid without receipts within British Columbia. Types and amounts of receipted expenses that will be reimbursed outside the province will be pre-authorized.

(b) Employees will be provided reasonable stop-over time, where required, in view of fatigue occasioned by international travel.

(c) Hours of work for employees on travel shall not be more than seven hours per day exclusive of meal periods, or not more than 70 hours per 2-week period, except that working hours need not be prescribed within set periods on the clock but should meet the requirements of the assignments.

13.18 Telephone Call

(a) Employees on "*seasonal field*" crews and "*mobile*" crews as defined in Clause 13.1 when away from the normal headquarters and/or temporary headquarters, shall be reimbursed for a maximum of one 5-minute telephone call home for the first night away, and every three consecutive nights away thereafter.

(b) Employees entitled to (a) above may be required to use Government telephone facilities where available, and providing access is at a time suitable to the employee and at the same frequency as in (a) above. In this case the reimbursements in (a) above will not apply.

(c) The same degree of privacy shall be provided as a public facility.

(d) Employees entitled to the provisions of 27.20 of the Master Agreement shall not be entitled to the provisions of (a) above.

ARTICLE 14 - APPRENTICES

14.1 Administration and Implementation of Apprentice Programs

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

14.2 Apprentices Attending School as Required by the B.C. Industry of Trade Authority

(a) When an apprentice is attending school as required by the B.C. **Industry Trade Authority**, they shall be paid their appropriate wage rate. Where eligible, the apprentice shall apply for a wage allowance from the federal department responsible for training and development and shall remit this allowance to the Employer.

(b) The Employer will advise apprentices when they are eligible for a federal department responsible for training and development wage allowance.

14.3 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 27.15 and 27.16 of the Master Agreement.

14.4 Apprentices Moving Expenses

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

ARTICLE 15 - TERM OF AGREEMENT

15.1 Duration

This Agreement shall be binding and remain in effect to midnight, **March 31, 2010**.

15.2 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 1, 2010**, but in any event not later than midnight, **January 31, 2010**.

(b) Where no notice is given by either Party prior to **January 31, 2010**, both Parties shall be deemed to have been given notice under this clause on **January 31, 2010**, and thereupon Clause 16.3 of this Article applies.

(c) All notices on behalf of the Union shall be given by the President of the Union or their designate and similar notices on behalf of the Employer shall be given by the **Deputy Minister, B.C. Public Service Agency**.

15.3 Commencement of Bargaining

Where a Party to this Agreement has given notice under Clause 16.2 above, the Parties shall, within 14 days after the notice was given, commence collective bargaining.

15.4 Changes in Agreement

Any change deemed necessary in this Agreement may be made by mutual agreement at any time during the life of this Agreement and such agreed changes shall be incorporated into this Agreement as an Addendum.

15.5 Agreement to Continue in Force

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

15.6 Effective Dates of Agreement

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

FOR THE UNION:

FOR THE EMPLOYER:

George Heyman
President

James Gorman
Deputy Minister

Byron Goerz
Component Chairperson

Paul Straszak
Assistant Deputy Minister

Wayne White
Member

David Nixon
Senior Labour Relations Specialist

Larry Martin
Member

Nancy Davis
Senior Labour Relations Specialist

Dean Draper
Member

George Butcher
Member

Gary Hall
Staff Representative

Signed: _____, **2006**

LETTER OF INTENT NUMBER 1

The parties have agreed to update the language in this Component Agreement by deleting language and articles referring to classifications and job functions that are no longer actively employed in the Public Service. The parties do not intend to eliminate any residual rights that any current employees may have as a result of any agreements between the parties (i.e. transfer agreements), grievance settlements or arbitration awards.

In the unlikely event, that the deleted language applies to any existing employees, classifications, or job functions; or if existing classifications or job functions are reactivated, the article in the Thirteenth ETO Component Agreement shall apply.

Dated: February 3, 2006

LETTER OF INTENT NUMBER 2

Foremen

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

Dated: September 30, 1986

LETTER OF INTENT NUMBER 3

Registered Forest Technologist Work Group Final Report Recommendations

The parties recognize that it is in the interest of both the Employer and the Employees that the Ministry of Forests and

Range continue to implement or amend as appropriate, the recommendations of the Registered Forest Technologist Working Group Final Report. This in part will be facilitated by the Ministry reporting to the Article 29 Joint Committee, prior to implementation, the progress and plans for the implementation of the following recommendations:

Recommendation 2

The Forest Service should undertake an RFT implementation review before requiring the RFT designation for those positions where the RFT designation is currently preferred. The intent of the review would be to ensure that the RFT registration is required and to confirm that the timing is appropriate.

Recommendation 6

The Forest Service should ensure it does not restrict the scope of RFT practice through its own internal policies.

Recommendation 7

The Forest Service and the Association of BC Forest Professionals should continue to explore opportunities to use the full spectrum of forest professionals (RFTs and RPFs) so it can achieve the highest degree of cost effectiveness.

Recommendation 11

The Forest Service should work with educational institutions, industry and the Association of BC Forest Professionals to develop a program that would allow employees to obtain the RFT designation through distance learning and work experience.

Dated: March 1, 2006

MEMORANDUM OF UNDERSTANDING 1
Assignment of Mobility Class in Appendix 2

For existing employees who were not previously covered by Mobility Class designations, the Ministries agree to discuss with the Union the assignment of Mobility Class 2 or 3 designations to the employees prior to the employees being so designated.

Where these Mobility assignments and application of Clause 13.5(d)(1) result in less paid travelling time than was previously available, then additional travelling time shall continue to be granted or alternate travel arrangements made if recognized travel time so warrants.

Dated: September 30, 1986

MEMORANDUM OF UNDERSTANDING 2
Regarding Forest Protection Branch

The Parties agree that the recruitment, retention and succession planning of Forest Protection Branch staff is a suitable matter for discussion at the Ministry Joint Committee established pursuant to Article 29.

Issues requiring potential amendment to the Master or Component agreements will be forwarded to the respective principals for their consideration.

Dated: March 19, 2006

MEMORANDUM OF UNDERSTANDING 3
Respecting Auxiliary Layoff
Protection Branch, Ministry of Forests & Range

Notwithstanding Clause 31.5 of the Master Agreement, the Parties agree that auxiliary employees employed by the

Protection Branch may request to be laid off out of order of seniority after August 15th provided:

- a) They are attending a post secondary educational institution to continue their education during the term immediately following their last day of work/layoff date (proof of enrolment may be required), and**
- b) They advise their respective Fire Centre by mid-August of their intention to return to school, and**
- c) The fire situation is such that the Protection Branch is able to meet its fire suppression obligations without the employee(s).**

Once an auxiliary employee has advised the Fire Centre of their desire to be laid off pursuant to (b) above, the employee will not be permitted to revoke that request without the Employer's agreement.

Dated: March 1, 2006

**MEMORANDUM OF UNDERSTANDING 4
Provincial Field Services
Ministry of Transportation**

1. In response to the Employer's initial request, the parties agree to recommend to the Master Bargaining principals that a joint Employer/Union committee be struck to explore possible changes to MOU#2 and to make recommendations to the Bargaining Principals as it pertains to the Ministry of Transportation, Provincial Field Services and its employees. The Committee will have three representatives from the Employer and three from the Union.

2. The Joint Committee will submit its recommendations to the Bargaining Principals by December 15, 2006.

3. The proposals submitted to by both the Union and the Employer concerning ETO 11.13 will be referred to this joint committee.

4. This agreement does not affect any proposals submitted by either party at the Master Table.

5. The Employer agrees that leave for Union members of the Joint Committee will be granted leave with pay and the Union will pay their travel expenses.

Dated: February 7, 2006

LETTER OF UNDERSTANDING

Current local practise with respect to issue of outer wear for Snow Survey Technicians will not be altered during the life of this Agreement.

Dated: January 15, 1989

APPENDIX 1

Worksite	Points of Assembly
Forest District Staff	Forest District Office or Field Office
Forest Service Nurseries	Nursery
Cowichan Lake Research	Cowichan Lake Research Station
Manning Park	Manning Park Service Yard
Mount Seymour Park	Mount Seymour Park Service Yard
Paul Lake Park	Paul Lake Park Service Yard
Lac Le Jeune	Lac Le Jeune Park Service Yard
Skihist Park	Skihist Park Service Yard
Monck Park	Monck Park Service Yard
Big Bar Park	Big Bar Park Service Yard
Parks Construction	Established for individual projects
Ministry of Forests' Projects	Forest District Office, Field Office or project camp where applicable, or otherwise mutually acceptable location.

APPENDIX 2
(Employees Previously Included in the
Operational Services Component)

Bridgeworker 1-3
Building Maintenance Worker
Building Security Officer 1-3
Carpenter
Communication Technician 4
Cook 1-2 Field Operations
Electrician's Helper
Flag Person
Flunkey
Foreman 1-4
Forest Nursery Worker 3-4
Gardener 1
General Tradesman
Labourer
Labourer Bridge
Lithographer 1
Machine Operator 1-7
Mechanic's Helper
Mechanic's Assistant
Mechanic 1-2
Operator - Control Tower
Painter
Patrolman 1-2
Patrolman Corporal
Printing Operator
Rock Scaler
Shoemaker Orthopaedic 1
Sign Fabricator 2
Sign Maintenance Person
Superintendent Mechanical 2-3
Trades Classifications
Aircraft Maintenance Engineer - TJ, TL, TS, TPS
Aircraft Mechanic - TJ
Autobody Heavy Vehicle & Equipment - TA, TJ, TL, TS
Bridgeworker - TA, TJ, TL, TS, TSS, TPS

Building Engineer - TJ
 Carpenter - TJ, TL, TS, TSS, TPS
 Electrical Rebuild Heavy Vehicle & Equipment - TJ, TL, TS
 Electrician - TA, TJ, TL, TS, TSS, TPS
 Electronics Audiometric - TJ, TL, TS
 Electronics Avionics - TJ, TL, TS
 Electronics Domestic Radio TV - TJ, TL, TS
 Electronics Industrial - TJ, TL, TS
 Electronics Radio Communication - TA, TJ, TL, TS, TSS, TPS
 Electronics Security - TA, TJ, TL, TS
 Electronics TV Production - TJ, TL, TS
 Engine Rebuild Heavy Vehicle & Equipment - TJ, TL, TS, TSS
 Gardener - TJ, TL, TS, TSS
 Industrial Warehousing - TA, TJ, TL, TS, TSS, TPS
 Instrument Mechanic - TJ, TL
 Lithographer Press over 21" - TJ, TL, TS, TSS
 Lithographer Press to 21" - TJ, TL, TS, TSS
 Machinist - TJ
 Machinist Heavy Vehicle & Equipment - TJ, TL, TS
 Machinist Manufacturing - TJ, TL, TS, TSS
 Marine Fitter - TJ, TL, TS, TSS, TPS
 Mechanic Heavy Vehicle & Equipment - TA, TJ, TL, TS, TSS, TPS
 Mechanic Light Vehicle & Equipment - TJ, TL, TS, TSS, TPS
 Painter Decorator - TJ, TL, TS, TSS
 Sheet Metal - TJ, TL, TS
 Shipwright - TJ, TL, TS, TSS
 Shoemaker Orthopaedic - TJ, TS
 Upholsterer - TJ, TL
 Welder Heavy Vehicle & Equipment - TA, TJ, TL, TS, TSS
 Upholsterer Furniture Repair worker
 Utility Tradesman Obs
 Utility Workers 1 - Parks Branch Workshop
 Yardworker

NOTE: TA = Trade Apprentice
 TJ = Trade Journeyman
 TL = Trade Leadhand

TS = Trade Supervisor
TSS = Trade Senior Supervisor
TPS = Trade Principal Supervisor

APPENDIX 3
(Employees Previously Included in the
Educational and Scientific Services Component)

Biologist 1 - 5
Laboratory/Health Science Officer (Laboratory Scientist)
Planning Officer 1 – 5
Policy Analyst - Science
Scientific Technical Officer (Park Officer)

APPENDIX 4
(Employees Previously Included in the Environment,
Resources and Conservation Component)

Agricultural Officer 1 - 2
Fish and Wildlife Assistant 1 - 2
Forest Technician 1 - 2
Forest Protection Officer 1 - 4
Laboratory Assistant 1 - 2
Park Assistant 1 - 3
Science Officer
Scientific Technical Officer (Agriculture Officer)
Scientific Technical Officer (Forest Technician **and Officer**)
Scientific Technical Officer (Park Technician)

APPENDIX 5
**(Employees Previously included in the Engineering,
Technical and Inspectional Component)**

Counsellor Apprenticeship/Industrial Training 1-4
Commercial Transport Inspector R12-R24
Conservation Officer
Engineering Aide 1-2
Heritage Resource Officer 1-7
Inspector Fire Commissioner's Office 1-3
Inspector - Mechanical Motor Vehicle **R21-R28**
Inspector - Transport Inspecting Engineer **R24-R30**
Operator, Radio 1-2
Photo Arts Technician 1-6
Photographic Technician 4
Pilot 1-3
Safety Officer 1-3
Scientific Technical Officer (Engineering Aide)
Scientific Technical Officer (Engineering Assistant)
Scientific Technical Officer (Technical Assistant)
Scientific Technical Officer (Technician)
Technical Assistant 1-2
Technical Enforcement Officer 1-7

APPENDIX 6
AUXILIARY LAYOFF AND RECALL UNITS

**1. MINISTRY OF ABORIGINAL RELATIONS AND
RECONCILIATION**

**For employees in classifications listed in Appendix 3 or
4 of the Component Agreement - by Division**

2. MINISTRY OF ADVANCED EDUCATION

For employees in classifications listed in Appendix 3 or 4
of the Component Agreement

- Ministry of Advanced Education, Victoria

For employees in classifications listed in Appendix 5 of the Component Agreement - by geographic location

3. MINISTRY OF AGRICULTURE AND LANDS

(a) For employees in classifications listed in Appendix 3 or 4 of the Component Agreement - by geographic location as follows:

Risk Management and Competitiveness Division

- (i) Regional Operations**
- (ii) Industry Competitiveness**
- (iii) Animal Health**
- (iv) Business Risk Management**
- (v) Aquaculture Development**
- (vi) Resource Management**

Strategy, Policy and Legislation Division

- (i) Fisheries & Aquaculture Licensing and Compliance**
- (ii) Food Safety and Quality**

Crown Land Administration Division

(b) For employees in classifications listed in Appendix 5 of the Component Agreement - by geographic location

(c) Agricultural Land Commission

4. B.C. MENTAL HEALTH AND ADDICTION SERVICES (Riverview)

(a) For employees in classifications listed in Appendix 2 of the Component Agreement – **Riverview**

(b) For employees in classifications listed in Appendix 3 or 4 of the Component Agreement – **Riverview**

(c) For employees in classifications listed in Appendix 5 of the Component Agreement – **Riverview**

5. MINISTRY OF CHILDREN AND FAMILY DEVELOPMENT

(a) For employees in classifications listed in Appendix 2 of the Component Agreement - by point of assembly

(b) For employees in classifications listed in Appendix 5 of the Component Agreement - by geographic location

6. MINISTRY OF COMMUNITY SERVICES

(a) For employees in classifications listed in Appendix 2 of the Component Agreement – by point of assembly

(b) For employees in classifications listed in Appendix 3 or 4 of the Component Agreement – by Branch, by geographic location

7. MINISTRY OF EDUCATION

(a) For employees in classifications listed in Appendix 3 or 4 of the Component Agreement - Ministry of Education, Victoria

(b) For employees in classifications listed in Appendix 5 of the Component Agreement - Ministry of Education, Victoria

8. MINISTRY OF EMPLOYMENT AND INCOME ASSISTANCE

For employees in classifications listed in Appendix 5 of the Component Agreement – Headquarters: by Division, by geographic location

9. MINISTRY OF ENERGY, MINES AND PETROLEUM RESOURCES

(a) For employees in classifications listed in Appendix 2 of the Component Agreement - by point of assembly

(b) For employees in classifications listed in Appendix 3 or 4 of the Component Agreement - by geographic location within a Branch

(c) For employees in classifications listed in Appendix 5 of the Component Agreement:

In Victoria:

(i) **Oil and Gas Titles Branch, Mineral Titles Branch, Geological Survey Branch, Environmental Sustainability Branch, Health and Safety Branch**

(ii) **Mining and Minerals - by Branch by geographic location**

(iii) Balance of Victoria - by Branch

Balance of Ministry - by geographic location within a Branch

10. MINISTRY OF ENVIRONMENT

For employees in classifications listed in Appendix 3, 4, or 5 of the Component Agreement:

In Victoria

(i) **Environmental Stewardship Division**

(a) **Ecosystems and Fish and Wildlife Branch
- by Section**

(b) **Balance of Division - by Branch**

(ii) **Balance of Ministry - by Division, by Branch**

Balance of Province

(i) **Environmental Stewardship Division - by section, by geographic location**

(ii) **Balance of Ministry - by Division, by geographic location**

(iii) **For Parks Regional Operations:**

(a) **by Park Office**

(b) **by designated First Nations point of assembly**

11. FORENSIC PSYCHIATRIC SERVICES COMMISSION

For employees in classifications listed in Appendix 3 or 4 of the Component Agreement – Forensic Psychiatric Hospital

12. MINISTRY OF FORESTS AND RANGE AND MINISTER RESPONSIBLE FOR HOUSING

1. Ministry of Forests and Range

(a) For employees in classifications listed in Appendix 2 of the Component Agreement - by point of assembly

(b) For employees in classifications listed in Appendix 3 or 4 of the Component Agreement:

(i) Headquarters Function* except Initial Attack and Unit Crews - by Branch and geographic location

Initial Attack Crews and Unit Crews - by crew type, by geographic location

Lookout persons - by point of assembly

(ii) Regions - by section within Regional office

(iii) Districts - by geographic location

(c) For employees in classifications listed in Appendix 5 of the Component Agreement:

(i) Headquarters* - by Branch **and geographic location**

- (ii) Regions - by **Function**** within regional office (except Scalers)
- Scalers - by Section within regional office
- (iii) District/Field Offices
- by office (except scalers)
- (iv) Scaling
- Interior Scalers: by District
- Coast Scalers: by District

***Headquarters – Protection Branch, Range Branch, BC Timber Sales, Research Branch (note there is also a research function in the field not tied to HQ Research Branch)**

****Functions are:**

1. Engineering
2. Geomatics (e.g. GIS/LIM)
3. Scaling

2. Minister Responsible for Housing

13. FRESHWATER FISHERIES SOCIETY OF B.C.

Headquarters Operations – by geographic location

Fisheries Hatcheries – by Hatchery

14. MINISTRY OF HEALTH

(a) For employees in classifications listed in Appendix 2 of the Component Agreement - by point of assembly

(b) For employees in classifications listed in Appendix 3 or 4 of the Component Agreement – **by geographic location**

(c) For employees in classifications listed in Appendix 5 of the Component Agreement - by office

15. INTEGRATED LAND MANAGEMENT BUREAU

For employees in classifications listed in Appendix 3, 4, or 5 of the Component Agreement - by Division, by Branch, by section, by geographic location

16. ISLANDS TRUST

(a) For employees in classifications listed in Appendix 3 or 4 of the Component Agreement - by branch and geographic location

(b) For employees in classifications listed in Appendix 5 of the Component Agreement - by branch and geographic location

17. MINISTRY OF LABOUR AND CITIZENS' SERVICES

(a) For employees in classifications listed in Appendix 2 of the Component Agreement – by geographic location within a Branch

(b) For employees in classifications listed in Appendix 3 or 4 of the Component Agreement – by geographic location within a Branch

(c) For employees in classifications listed in Appendix 5 of the Component Agreement – by geographic location within a Branch

18. LIQUOR DISTRIBUTION BRANCH

For employees in classifications listed in Appendix 2 of the Component Agreement – by point of assembly

19. OBL CONTINUING CARE SOCIETY

For employees in classifications listed in Appendix 2 of the Component Agreement – by point of assembly

20. OIL AND GAS COMMISSION

(a) For employees in classifications listed in Appendix 2 of the Component Agreement – by point of assembly

(b) For employees in classifications listed in Appendix 3 or 4 of the Component Agreement – by geographic location within a Branch

(c) For employees in classifications listed in Appendix 5 of the Component Agreement – by geographic location within a Branch

21. PROVINCIAL CAPITAL COMMISSION

- (a) For employees in classifications listed in Appendix 2 of the Component Agreement – Provincial Capital Commission
- (b) For employees in classifications listed in Appendix 3 or 4 of the Component Agreement – Provincial Capital Commission
- (c) For employees in classifications listed in Appendix 5 of the Component Agreement – Provincial Capital Commission

22. MINISTRY OF PUBLIC SAFETY AND SOLICITOR GENERAL

- (a) For employees in classifications listed in Appendix 2 of the Component Agreement – by point of assembly
- (b) For employees in classifications listed in Appendix 5 of the Component Agreement – by geographic location

23. ROYAL BRITISH COLUMBIA MUSEUM

- (a) For employees in classifications listed in Appendix 2 of the Component Agreement - by point of assembly
- (b) For employees in classifications listed in Appendix 5 of the Component Agreement - by Branch and geographic location:
 - (i) Arts Technicians
 - (ii) Trades
 - (iii) Audio and Visual
 - (iv) Design Services

- (v) Program Production
- (vi) Conservation
- (vii) Anthropology
- (viii) Natural History Collections
- (ix) History Collections
- (x) Library
- (xi) Finance and Facilities
- (xii) Marketing Services
- (xiii) Personnel Services
- (xiv) Customer Services
- (xv) Systems
- (xvi) Natural History
 - Botany
 - Entomology
 - Ichthyology
 - Invertebrate Zoo
 - Ornithology
 - Mammalogy
- (xvii) History
 - Archaeology
 - Ethnology
 - History

24. TILLICUM AND VETERANS CARE SOCIETY

For employees in classifications listed in Appendix 2 of the Component Agreement – by point of assembly

25. MINISTRY OF TOURISM, SPORT AND THE ARTS

(a) For employees in classifications listed in Appendix 2 of the Component Agreement – by geographic location

(b) For employees in classifications listed in Appendix 3 of the Component Agreement – by Branch by geographic location

(c) For employees in classifications listed in Appendix 4 of the Component Agreement - by Branch by geographic location

(d) For employees in classifications listed in Appendix 5 of the Component Agreement – by Branch by geographic location

26. MINISTRY OF TRANSPORTATION

(a) For employees in classifications listed in Appendix 2 of the Component Agreement:

Victoria - by Branch

Balance of Province – by geographic location

(b) For employees in classifications listed in Appendix 3 or 4 of the Component Agreement:

Victoria – by Branch

Balance of Province – by geographic location

(c) For employees listed in Appendix 5 of the Component Agreement:

Victoria – by Branch

Balance of Province – by geographic location

Field Services:

Paving - by project supervisor

Grading - by project supervisor

APPENDIX 7 - VACATION UNITS

(a) For employees in classifications listed in Appendix 2 - Vacation units are as per Article 10.1 of the ETO Component Agreement.

(b) For employees in classifications listed in Appendix 3 or 4 - Vacation units are the same as Layoff and Recall units in Appendix 6 except for the following:

Ministry of Health

- (1) Health Unit by Health Unit
- (2) Laboratory by Laboratory

(c) For employees in classifications listed in Appendix 5 - Vacation units are the same as Layoff and Recall units in Appendix 6 except for the following:

Ministry of Agriculture and Lands

- (1) Agriculture and Food – by office within branch.
- (2) B.C. Fisheries – same as layoff and recall units in Appendix 6.

Ministry of Forests and Range and Minister Responsible for Housing

Headquarters (Victoria)

- (i) Financial Management Branch
 - a. Project Development and Support Services
- (ii) Information Systems Branch
 - a. Copy Centre
 - b. Electronic Shop
- (iii) Remainder of Headquarters
 - by branch (except Scalers)
 - Scalers by Branch and geographic locations

Regions - by Division within Regional Office;

Divisions are:

- a. Revenue and Corporate Services
- b. Data Service Centre
- c. Engineering
- d. Compliance and Enforcement

Districts/Field Offices

- a. Engineering
- b. Data Service Centre
- c. Scaling
 - Interior Scalers: by District
 - Coast Scalers: by District

Special Projects: by project

ADDENDUM 1 - MARINE

The provisions of this Addendum shall apply exclusively to those employees employed within the following classifications:

Marine Captain
Marine Engineer
Marine Mate (First)
Marine Oiler
Marine Engineer-Junior (Apprentice - 4th Ticket)
Marine Deckhand
Marine Terminal Attendant

With the exception of Article 15, no other provision in the Environmental, Technical and Operational Component Agreement shall apply to employees within the aforementioned classifications.

ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

- (a) For the purpose of this Addendum, "*Union*" means the "*B.C. Government and Service Employees' Union*", and "*Employer*" means "*Government of the Province of British Columbia*" as represented by the "*Public Service Employee Relations Commission*".
- (b) The purpose of this Addendum is to maintain harmonious and mutually beneficial relationships between the Employer and the Union; to set forth certain terms and conditions of employment, hours of work, employee benefits, and general working conditions affecting employees covered by this Addendum; to ensure all reasonable measures are provided for the safety and occupational health of the employees.
- (c) Unless otherwise stipulated, it is agreed and understood that all clauses included in the Master Agreement entered into between the B.C. Government and Service Employees' Union

and the Government of the Province of British Columbia are to apply to employees covered by this Addendum.

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.1 Representation

Only properly authorized representatives of the Union shall represent the Union at meetings with the Employer. In order that this may be carried out, the Union will supply the Employer with the names of its representatives. Similarly, the Employer will supply the Union with a list of its supervisory, or other personnel, with whom the Union may be required to transact business.

2.2 Bulletin Boards

(a) The Employer shall supply bulletin boards for Union information purposes in the following locations:

- (1) each messroom;
- (2) other strategic locations as agreed upon by the Parties.

(b) Galleys or areas mutually agreed upon at all terminals will have up-to-date vacancy postings and notices to employees posted by the Employer.

2.3 Union Insignia

B.C. Government and Service Employees' Union insignia will be displayed in mutually agreeable, prominent positions in ship lounge areas and terminal buildings.

2.4 Union Representatives

(a) The Employer recognizes that due to the nature of the employment of employees in the Marine Addendum it is often difficult for the President or Staff Representatives to meet with the employees outside of normal working hours. Therefore, the Employer agrees to grant permission to the President or his designate, a Staff Representative, upon prior notice, to meet with

employees aboard the vessels during working hours. Permission to visit such vessels informally will not be unreasonably denied.

(b) Such visits shall not interfere with the normal operation of the vessels, scheduled sailing times or public access to public areas of the vessel.

ARTICLE 3 - WORK SCHEDULES FOR MINISTRY OF TRANSPORTATION & HIGHWAYS EMPLOYEES

Pursuant to Clause 14.2 of the Master Agreement, the work schedules outlined in Table A and the following provisions shall apply to the Ministry of Transportation & Highways Employees:

- (a) Work schedules shall be on a 12-month basis.
- (b) (1) The length of the scheduled shift and the shift pattern may vary within the year to meet operational requirements.
(2) Shift changes for employees required to be with a vessel during refit shall be made to make scheduled shifts coincide with refit shifts.
(3) Employees required to deliver a vessel to and from refit shall be paid applicable overtime rates for hours worked in excess of their regularly scheduled shift.

Where the return delivery job abuts a refit shift, then the length of that refit shift shall be used as the length of the regularly scheduled shift.

(4) Employees required to be with the vessel at refit shall work their regular shift up to the commencement of refit. Such employees shall resume their regular shift pattern upon the completion of refit.

(5) The actual hours worked during refit shall be measured against those hours which would have been worked had the employee remained on their regular shift pattern. The period used for such comparison shall

commence on the first day of the last completed shift pattern prior to refit and end on the last day of the first completed shift pattern after refit. Any shortfall resulting from such comparison shall be forgiven. Any surplus resulting from such comparison may be compensated in cash or time off in accordance with (h).

(6) Employees will be provided with reasonable, shared transportation between the shipyard and their provided residence during the period of refit.

(c) (1) Where the length of the scheduled shift and/or shift pattern vary during the year, the Scheduled Surplus Differential (SSD) shall be determined for each shift according to the shift length and shift pattern worked as set out in Table A of this Agreement.

(2) Annual scheduled time off (ASTO) shall be scheduled on an annual basis, taking into account expected annual variation in the length of scheduled shift.

(3) The length of scheduled shift used in calculating the SSD shall be the average of the scheduled day, afternoon and night shifts.

(4) The SSD shall be based on the employee's basic and substitution pay and paid biweekly. Any necessary adjustments shall be calculated once per year with December 31 as the cut-off date.

(5) Employees on educational leave or in receipt of Short Term Illness and Injury Plan benefits for a period in excess of one complete shift pattern or its equivalent shall not be entitled to SSD.

(6) Adjustments to SSD payments will be made twice per year based on the difference between SSD paid and SSD due for actual hours worked for regulars who are employed on ASTO relief.

(d) Where unexpected changes in the length of the scheduled shift within the year require adjustment to be made to the ASTO

entitlement, such adjustment shall be made once per year with extra credits being compensated for in cash and debits being forgiven.

(e) On the 2:1 pattern, the minimum scheduled shift shall be seven hours, the maximum scheduled shift shall be nine and one-half hours. The minimum average scheduled shift shall be seven and one-half hours.

(f) Where employees are required to remain on the vessel or at the terminal during the meal period, the meal period shall be included in the scheduled shift.

(g) (1) ASTO shall be calculated and scheduled on a calendar year basis and except as provided in (2) below, scheduled on a seniority-based employee preference scheme. No employee shall exercise their seniority for more than one continuous period of ASTO per year.

(2) Where the Employer can demonstrate that the ASTO scheduled on a yearly basis does not meet the requirements of (1) above, the following scheduling system shall be utilized:

(i) Each employee shall indicate on the incomplete block time off schedule, at least eight weeks prior to the start of the scheduling period, their preference.

(ii) Where more than one employee of the same classification has scheduled ASTO at the same time and cannot resolve it between them, the senior employee may exercise their seniority rights.

(iii) No employee will be permitted to exercise their seniority in more than one block per year and more than once in that block.

(iv) The Employer reserves the right to schedule ASTO on a reverse seniority basis where no employee chooses ASTO pursuant to this Article.

- (v) No employee will be forced to take more than one-half of their ASTO entitlement in any one block.
 - (vi) The number of blocks will be decided by mutual agreement at the local level. There will be a minimum of two blocks and a maximum of four blocks.
- (3) For each vessel no more than one employee from each department (Deck, Engineering, etc.) shall be scheduled off at any one time other than by mutual agreement or when operational requirements permit. Every attempt will be made to accommodate the employee's ASTO choice.
- (4) An employee may advise the Employer in writing once a year that they wish to take additional shift blocks of annual surplus time off. Such election shall be made before November 30. This additional time off shall be debited against the Annual Excess Days Worked (AEDW). Where this option is exercised by an employee, the SSD shall be revised on the basis of the remaining AEDW, if any.
- (5) (i) Incomplete block time off schedules shall be circulated at least eight weeks prior to the commencement of each scheduling period.
- (ii) Completed block time off schedules shall be posted at least four weeks prior to the commencement of each scheduling period.
- (6) An employee who voluntarily transfers to another work location where the ASTO schedule has already been completed shall not be entitled to exercise their seniority rights with respect to that ASTO schedule in that block. However, every effort will be made to grant ASTO at the time of the transferred employee's choice. Notwithstanding Clause 3(i), the transferred employee will be able to take all their ASTO in the calendar year.

(h) Overtime compensation may be taken in cash or compensatory time off. Compensatory time off may be elected twice per calendar year and taken on the following basis:

(1) Compensatory time off taken must be not less than a complete shift pattern unless by mutual agreement.

(2) Vacation entitlement not accounted for in SSD may be added to compensatory time off and taken as per (1) above.

(3) (1) plus (2) shall not exceed 15 shifts per year except by mutual agreement.

(4) Time not taken under (1) and (2) above shall be paid in cash or accounted for under Clause (i).

(5) Time off to be taken under (1) and (2) above may be scheduled by the Employer in the final quarter of the year if no preference has been given by the employee by that time, or the employee may opt to be paid their outstanding balance in cash.

(i) The accumulation of all time (including ASTO vacation not accounted for in Table A, and compensatory time off) that an employee may wish to carry over from one calendar year to the next calendar year may not exceed 15 days. This time can be combined with other time off in the next calendar year and may be taken off in 2-shift patterns where the shift pattern is ten shifts or more. Where the shift pattern is less than ten shifts, such time will be taken in a complete shift pattern.

Notwithstanding the above, employees will be entitled to take time off by single shifts provided no cost accrues to the Employer.

(j) (1) Auxiliary employees will work shifts as required within the month.

(2) Define "*watch month*" for auxiliary employees as whichever of 27, 28 or 30 days is a multiple of the watch

periods, i.e. for a 10:5 watch period - watch month is 30 days; for a 6:3 watch period - watch month is 27 days.

(3) Auxiliary employees will be paid overtime rates for all hours worked in excess of scheduled hours for the shift on which they work.

(4) Auxiliary employees will be paid overtime rates for all scheduled hours worked in excess of 140 hours in the averaging period defined in (2) above.

(5) Auxiliary employees who work more than 1827 hours at straight-time rates in a calendar year shall be paid the applicable overtime rates for all hours worked in excess of the 1827 hours.

(6) Auxiliary employees who complete a full shift pattern are entitled to the rest period appropriate to the particular shift pattern pursuant to Table A. Work performed on such rest days will be considered overtime pursuant to Article 16.6(a)(3) of the Master Agreement.

(7) Employees who work less than a complete shift pattern but who work the maximum number of consecutive shifts required on a regular shift pattern at the job site may, subject to the availability of relief personnel, opt for days of rest equal in number to the rest days provided on the shift pattern on which the employee worked the majority of their consecutive shifts.

(8) Auxiliary employees do not qualify for recall pursuant to Article 31.5 of the Master Agreement during their days of rest.

(k) Start time shall be defined as being that time which an employee is required to report for work.

(l) There shall be no split shifts.

(m) The Employer will make every effort not to revoke scheduled time off, and where it is necessary to do so, a written explanation shall be given.

ARTICLE 4 - OVERTIME

4.1 Conversion on Substitution

If an employee while substituting in a higher paying position earns overtime and has elected to take compensatory time off for that overtime, the wage paid during the period of compensatory time off shall be the applicable rate for the higher paying position.

4.2 Allocation of Overtime

Pursuant to Clause 16.5 of the Master Agreement and except in case of emergencies, overtime shall be allocated on an equitable basis within the appropriate classification among employees currently assigned to the point of assembly. Accordingly, no employee in another classification shall be called out on overtime until all employees in the appropriate classification have had the opportunity to refuse the overtime. For the purpose of this clause, an effort by the Employer to contact an employee shall constitute an opportunity to work.

ARTICLE 5 - OCCUPATIONAL HEALTH & SAFETY

5.1 Supply and Maintenance of Safety Equipment

- (a) The Employer will comply with all regulations pertaining to fire fighting equipment and respiratory equipment as laid down by the various regulatory agencies.
- (b) All safety and life saving equipment that is required by CSI and WCB to be carried on board any vessel is to be maintained in a proper manner. Immediately that it is noted that this equipment is missing or defective, the Captain is to ensure that it is replaced or repaired.
- (c) Escape respiratory equipment will be located in the engine room on all Ferries.

ARTICLE 6 - GENERAL CONDITIONS

6.1 Crew Parking Lots

The Employer agrees to provide sufficient parking facilities for crew members in the Ministry of Transportation & Highways.

6.2 Job Orientation

- (a) All new employees will be assigned a designated area of employment, and fully instructed on their specific duties.
- (b) All employees assigned to a new position on a regular basis will be made familiar with their new work areas.

6.3 Marine Disaster

An employee covered by this Agreement who, while in the employ of the Employer and on Employer business, suffers a loss of clothing or personal effects through a marine disaster, which is interpreted for the purposes of this clause to mean, "*when a vessel suffers some structural damage through shipwreck, fire, or as a result of a violent storm*", shall be fully compensated for that loss.

6.4 No Painting

All Officers shall have the right to refuse to chip, scale, paint or polish bright work, and shall not be subject to disciplinary action for so refusing.

6.5 Maintenance of Terminal Facilities

With the exception of traffic control duties and emergency situations, deckhands will not be required to perform Terminal Attendant duties when Terminal Attendants are on duty.

6.6 Deck Department

A seat (with back) in the wheel house shall be provided.

6.7 Tools

The Employer shall provide the tools and supplies for vessel maintenance.

6.8 Crew Accommodation

All crew accommodation and mess rooms shall be equipped with adequate ventilation and shall meet applicable standards and regulations.

6.9 Washrooms

Where operationally feasible, washroom facilities will be provided for employees that are separate from the facilities provided for the public.

6.10 Lockers

The Employer shall provide sufficient securable lockers for each crew member on the vessel.

6.11 Certificate Requirements

- (a) It is agreed that certificates lesser than those shown on the existing job specifications will not be utilized except for relief purposes or whenever no suitable applicants with higher certificates are available for regular appointments.
- (b) Where no suitable applicants are available, appointment will not be made recognizing a lesser certificate without prior consultation with the Union.

6.12 Marine Incidents

The provisions of Article 32.5 of the Master Agreement shall apply with respect to Marine incidents.

6.13 Time Sheets

An employee shall be entitled to view the crew's time sheet upon request.

6.14 Painting in Inclement Weather

No employee will be unreasonably required to paint or chip weather deck, exterior housework or exposed superstructures in inclement weather or during the hours of darkness. Car decks may be painted during the hours of darkness.

6.15 Substitution Pay/Appointment

For the purpose of substitution appointments, a watch is the group of employees who are normally assigned to work the same hours on the same shift on the same vessel. Substitution appointments will be offered in the following order:

- (a) (1) Captain substitution appointments:
 - (i) regular Mate on the watch requiring the appointment;
 - (ii) regular Mate outside the watch holding the greatest capability seniority, provided the regular Mate is on a parallel shift pattern working the same days on with the same days of rest. In the event two or more Mates have the same capability seniority date as Captain, regular seniority will govern. If there is still a tie, auxiliary seniority will govern;
 - (iii) regular Deckhand with the greatest capability seniority on the watch requiring the appointment;
 - (iv) regular Deckhand outside the watch holding the greatest capability seniority, provided the regular Deckhand is on a parallel shift pattern working the same days on with the same days of rest. In the event two or more Deckhands have the same capability seniority dates as Captain, then Mate's capability date will govern. If there is still a tie, then regular seniority will govern. If still tied, auxiliary seniority will govern;

- (v) auxiliary Deckhands.
- (2) Mate substitution appointments:
 - (i) regular Deckhand with the greatest capability seniority on the watch requiring the appointment;
 - (ii) regular Deckhand outside the watch holding the greatest capability seniority, provided the regular Deckhand is on a parallel shift pattern working the same days on with the same days of rest. In the event two or more Deckhands have the same capability seniority date as Mate, then regular seniority will govern. If there is still a tie, auxiliary seniority will govern;
 - (iii) auxiliary Deckhands.
- (3) Engineer substitution appointments:
 - (i) regular Oiler with the greatest capability seniority on the watch requiring the appointment;
 - (ii) regular Oiler outside the watch holding the greatest capability seniority, provided the regular Oiler is on a parallel shift pattern working the same days on with the same days of rest. In the event two or more eligible Oilers have the same capability seniority date as Engineer, then regular seniority will govern. If there is still a tie, auxiliary seniority will govern;
 - (iii) auxiliary Oilers.

In all cases, substitution appointments shall only be offered to employees deemed capable by the Employer to perform the principal duties of the higher paying position.

(b) For purposes of this Article, the term "*capability seniority*" shall be defined as the date upon which the employee was deemed capable to substitute into the higher paying position in

question. In the event that no written record exists confirming this date, capability seniority shall accrue from the date on which the employee first substituted into that position.

(c) A substitution appointment occasioned by a position vacancy or pre-planned approved leave greater than a watch month shall be offered to an employee on the ferry route requiring the appointment. The appointment shall be offered to the employee in the classification from which the selection is made having the greatest capability seniority.

(d) When a substitution appointment necessitates the movement of the employee between watches, then:

(1) there shall be no increased cost to the Employer;

(2) the substituting employee shall assume the work schedule of the position into which they are substituting on a date consistent with operational requirements; and

(3) scheduling of substitution appointments shall be effected in a manner that will minimize the possibility of a substituting employee working in excess of their annual hours of work. However, should operational requirements necessitate such an overage, it shall be paid at the straight-time rate for the position in which the employee is substituting.

6.16 Request for Reassignment to Another Watch

Regular employees requesting reassignment to another watch on the same ferry route shall make such requests in writing to the Employer including reasons. The Employer shall make every effort to comply with such requests provided a vacancy exists and no cost accrues to the Employer. Reassignments shall be limited to once per twelve month period per employee.

6.17 Meal Periods

No meal period will be scheduled in the first two hours or the last two hours of a workday unless by mutual agreement.

ARTICLE 7 - SERVICE CAREER POLICY

7.1 Substitution for Experience

- (a) Regular employees wishing to substitute in a different department for reasons of career development shall make written application to the Employer.
- (b) Any shortfall of hours resulting from substitution shall be worked by the employee prior to the end of the year.

7.2 Transfer

Employees required to transfer from one watch to another will be advised of the reasons for the transfer in writing.

ARTICLE 8 - CLOTHING POLICY

8.1 Uniforms and Protective Clothing

- (a) The Employer shall provide all wearing and/or protective clothing as listed in Appendix 1. These clothing items shall be required to be worn at all times when at work and may be worn to and from work, but shall not be worn at any other times or in any public place unless so instructed by the Ministry. It is recognized by the Parties that identification of employees to the public is the principal reason for the clothing issue.
- (b) The Joint Committee shall meet at the request of either Party on a mutually agreed date and location to discuss and make recommendations on matters of concern, including clothing specifications (i.e. quality, colour, material and style). No changes shall be implemented without agreement between the Parties.

8.2 Laundering and Dry Cleaning

A biweekly allowance of \$8.50 will be paid to all marine services employees who receive uniforms.

The allowance is for the purpose of cleaning, laundering, and minor maintenance (e.g. replacement of buttons, etc.) of Employer

issued clothing, with the exception of coveralls, winter coats, and floater coats which will be cleaned by the Employer. Alterations and major repairs will remain the responsibility of the Employer.

Employees issued with work uniforms only will receive the full allowance. Where an employee is issued work uniforms as well as dress uniforms they will receive one-half of the allowance. The Employer will be responsible for the dry cleaning of dress uniforms.

8.3 Clothing Issue

- (a) A Clothing Officer shall be designated on each ferry route. Clothing Officer Quartermaster functions shall be considered hours of work.
- (b) Except for made to measure items, the first clothing issue shall be made pursuant to Appendix 1 within one month of the employee's appointment. Made to measure items will be supplied within two months of the request being received by the clothing officer.

When an employee changes classification, first issue clothing items identical to each of the subject classifications will not be re-issued.

- (c)
 - (1) The replacement of clothing issue items shall be based upon a "*fair wear and tear*" policy and with the exception of made to measure items, will be made pursuant to 9.4(c)(2) within one month of the request being made to the Clothing Officer. If made to measure replacement is necessary, replacement shall be made pursuant to Article 9.4(c)(2) within two months of the request to the Clothing Officer.
 - (2) Replacement of an unserviceable clothing item will be made upon presentation of the item to the Clothing Officer and provision of a reasonable explanation that its replacement has not been occasioned through negligence of the employee. Clothing items being replaced shall be

marked and have removed there from all Employer insignia, after which the clothing items shall be returned to the employee.

- (d) (1) A clothing supply depot shall be established.
- (2) An emergency supply of clothing shall be established and maintained at each ferry route.
- (3) Whenever possible standardized forms shall be developed and utilized for purposes of clothing measurements.
- (e) (1) Upon termination of their employment, auxiliary employees shall return all clothing items issued pursuant to Appendix 1.
- (2) With the exception of retiring employees, upon termination of their employment all regular employees shall:
 - (i) Return to the Clothing Officer all clothing items issued pursuant to Appendix 1 within the 12-month period prior to their termination.
 - (ii) Present to the Clothing Officer all other clothing items issued pursuant to Appendix 1 for purposes of marking and removal of Employer insignia, after which the clothing items shall be returned to the employee.

8.4 Union Label

Uniforms and clothing issued by the Employer shall, wherever possible, be Union made and bear a recognized Union Label.

ARTICLE 9 - EDUCATIONAL LEAVE FOR REGULAR EMPLOYEES

9.1 Education Leave Provisions

(a) The purpose is to provide regular employees with the opportunity for sustained study and up grading to higher standard certificates or other pertinent qualifications.

(b) Educational leave up to five months with basic pay may be approved to take formal training and study for the purpose of securing a certificate, provided that:

(1) Selection is on the basis of an acceptable performance record.

(2) The employee has completed a service record of one continuous year.

(3) It is in the interest of the service that the employee secure the certificate.

(4) On the basis of (1) to (3), the seniority in service will prevail.

(5) Upon successful completion of the course and required examination, the Employer will pay tuition fees, costs of required text books and first examination fee.

The Employer will pay travelling expenses for one return trip from the employee's home to the school and pay \$100 per month toward out-of-pocket subsistence expenses of the employee, provided that the employee's home is more than 100 miles from the nearest school offering the course being taken.

(6) The employee provided proof of attending the training in a form specified by the Employer.

(7) Prior to leave of absence with pay, the employee undertakes a certification to remain in the service for a period equal to three times the training period and should

they resign before the period expires, they will refund the portion of salary and costs paid during training, in direct relation to the unexpired period and the period required.

(8) If, after being granted appropriate leave with pay, the employee fails to obtain the appropriate certificate or up grading, further leave shall be without pay.

(9) Commensurate with the demands of the ferry service (schedule), leave of absence with pay will be granted to an appropriate number of employees by group and class, as provided for in (3).

(10) The Employer may require employees requesting educational leave to write a qualifying examination set by an independent authority, to determine the employee's capability to take the training requested. Unless there is a reasonable doubt as to the educational qualifications, this shall not apply if the employee has in their possession a certificate of competency.

(c) Leave with pay to write examinations for a certificate or other qualification shall be approved.

9.2 Training

(a) Employees granted leave with pay for the purpose of attending training courses will accumulate vacation while attending the course.

(b) Any regular employee required to attend courses to obtain certificates which the Employer deems to be a condition of employment, shall receive leave of absence with pay, plus all expenses incurred in obtaining the certificate (registration, fees, books, etc).

(c) Cost of required renewals shall be paid for by the Employer.

(d) (1) Regular employees who have their certificate requirements change as a result of a change of vessel or change of certificate requirement of existing vessel shall be

granted educational leave of the purpose of obtaining the requisite higher certificate. If the higher certificate is not obtained within two years from the date of notification of such requirement, the employee may be reassigned to another position for which the employee is qualified.

(2) If seetime is required to complete the requirements of the higher certificate, the Employer will make such time available before the reassignment to another position for which they are qualified pursuant to (1) above.

ARTICLE 10 - PAYMENT OF ALLOWANCES

10.1 Senior Chief Engineer's Wage Differential

(a) The Ministry of Transportation & Highways senior duty differentials shall be nine percent of the basic wage paid to Senior Chief Engineers who are designated as Seniors, except that those Seniors who are responsible for 2-vessel operations or three sailing watches per day on one vessel, shall receive 13% of their basic wage.

(b) Senior Chief Engineers shall receive an allowance of 40¢ per hour when they are required by the District Marine Manager to perform the route supervisory duties normally performed by the District Marine Manager.

10.2 Certificate Allowance

An allowance of \$18.50 biweekly shall be paid to employees who have Marine Certificates of competency which are recognized as superior to existing minimum job specification requirements for their appointed position providing this appointment did not involve a lateral transfer or voluntary demotion. Employees hired after April 22, 1996 shall receive this allowance if they have marine certificates of competency which are recognized as superior to existing minimum job specification requirements for their appointed positions, providing this appointment did not involve a lateral transfer or voluntary demotion, and providing such certification enables them to substitute in a higher classified position. The maximum allowance under this clause shall

be \$18.50 biweekly regardless of the level and/or number of certificates of competency.

10.3 Dirty Money and Heat Money

An allowance of \$6.75 per hour shall be paid to all employees in addition to their basic pay, for carrying out the following work on board vessels:

- (a) Spray painting in confined spaces below the main deck, exclusive of machinery space;
- (b) When working on sanitary systems, cleaning choked water closet and urinal bowls, also choked water closet and urinal waste lines. (All work carried out on the sanitary flushing supply systems to water closets and urinals shall be paid at the normal hourly rates);
- (c) When working below the Engine Room deck plates (Bilges and tank top cleaning in non-machinery spaces shall be paid at the normal hourly rates); or
- (d) When employees are required to clean up excrement or vomit in passenger areas, or when employees are required, in the course of their duties, to be in physical contact with excrement. (A minimum of \$6.75 will be paid in this case).

ARTICLE 11 - AUXILIARY EMPLOYEES

- (a) Auxiliary seniority units on a ferry route shall be defined as follows:
 - (1) Deck
 - (2) Engine
 - (3) Shore Staff
- (b) Auxiliary employees may take overtime in cash or CTO. If the employee opts for compensatory time off, such time off shall be taken at a time mutually agreed to between the Employer and the employee.

APPENDIX 1

MINISTRY OF TRANSPORTATION AND HIGHWAYS Marine Services Uniform Issue

The Employer agrees to provide to all regular employees the following:

Marine Captain

- 2 jackets, dress
- 4 pants, dress (summer or winter weight optional)
- 1 white shirt per workday in shift block, minimum four, maximum eight (long or short sleeve optional)
- 2 ties, black (clip on optional)
- 1 cap (white standard marine) and badge
- 1 floater coat
- 1 winter parka
- 1 sweater with crest
- 1 pair coveralls (white or blue)
- 1 set braid jacket
- 1 set braid shirt

Marine Mate

- 2 jackets, dress
- 2 pants, dress (winter weight)
- 2 pants (winter or summer weight, work or dress optional)
- 1 white shirt per day in shift block, minimum four, maximum eight (long or short sleeve optional)
- 2 ties, black (clip on optional)
- 1 cap (white standard marine) and badge
- 1 floater coat
- 1 winter parka
- 1 sweater with crest
- 1 pair coveralls (white or blue) by request
- 1 set of braid jacket
- 1 set of braid shirt

- 1 set of rain gear
- 1 pair sea boots
- 1 toque
- 1 sou-wester hat (by request)

Marine Engineers

- 1 jacket, dress
- 1 jacket, work
- 2 pants, dress (winter or summer weight optional)
- 2 pants, work
- 1 shirt per workday in shift block, white or blue, minimum four, maximum eight (short or long sleeve optional)
- 2 ties, black (clip on)
- 1 cap (standard white marine) and badge
- 1 cap (blue peaked ball type) and badge
- 1 floater coat
- 1 winter parka
- 1 sweater with crest
- 3 pairs coveralls (white or blue)
- 1 set of braid jacket
- 1 set of braid shirt
- 1 pair sea boots (by request)
- 1 toque

Deckhands, Oilers

- 2 jackets (work)
- 2 pants (work) (Oilers only)
- 4 pants (work) (Deckhands only)
- 1 shirt per workday in shift block (blue) minimum four, maximum eight (short or long sleeve optional)
- 2 caps (blue peaked ball type) (1 winter, 1 summer) and badges
- 1 set rain gear (Deckhands only)
- 1 toque
- 1 floater coat
- 1 winter parka

- 1 sweater with crest
- 3 coveralls (blue) (Oilers only)
- 2 coveralls (blue) (Deckhand only)
- 1 pair seaboots
- 1 sou-wester hat (by request)

Terminal Attendants

- 2 jackets (work)
- 3 pants (work)
- 1 shirt per workday in shift block (blue) minimum four, maximum eight (long or short sleeve optional)
- 2 caps (blue peaked ball type) (1 winter, 1 summer) and badges
- 1 toque
- 2 pair of shorts (by request)
- 1 pair coveralls (blue) (by request)
- 1 floater coat
- 1 winter parka
- 1 sweater with crest
- 1 set rain gear (by request)
- 1 pair seaboots
- 1 sou-wester hat (by request)

Auxiliary Employees

(a) Short term (i.e. after the completion of 210 hours:

- 2 pairs coveralls (blue)
- 1 cap (white standard marine (mate) or blue, peaked ball type (Engineer, Deckhand, Oiler and Terminal Attendant) and badge
- 1 toque (by request)
- 1 pair of seaboots (if warranted by season)

(b) Long term according to classification as outlined above.

NOTE:

(a) *"Long term auxiliary employee": is defined as "auxiliary employees who have completed 1400 hours worked within a 15-month period".*

(b) Female style clothing shall be supplied where appropriate for both regular and auxiliary employees.

**MEMORANDUM OF UNDERSTANDING NO. 1
Marine Services - Joint Committee**

The Parties recognize that it is in the interest of both the Employer and the employees to establish a Joint Committee for the purpose of discussing matters of mutual interest.

The Union Committee shall be composed of four representatives, one of which shall be a Staff Representative.

The Joint Committee shall meet at the request of either Party on a mutually agreed date and location to discuss and make recommendation on matters of concern, such as: Mess Rooms, Training Programs, Camp Conditions, Certificate Requirements or other such matters as the Parties agree to.

Dated: September 30, 1986

**LETTER OF INTENT NO. 1
Marine Emergency Duties**

The Employer recognizes that it is desirable for employees to be trained in the procedures provided for in the Marine Emergency Duties Program.

The Employer shall therefore endeavour to provide to regular employees training in this program, subject to the availability of funds and training space at appropriate institutions within the Province.

Where funds are available, the Employer shall also endeavour to provide training in this program to qualified auxiliary employees who have worked for the Employer in Marine Services for a minimum of 200 working days or 1400 hours within a 15-month period.

All applications for such training shall be submitted through District Marine Manager and appropriate Ministry officials.

Dated: May 27, 1992

**LETTER OF UNDERSTANDING
Respecting Article 6.15 of the Marine Addendum**

This is to record our agreement reached on February 14, 1996 as to the future application of Article 6.15 of the marine Addendum. This agreement replaces the letter of Understanding dated November 10, 1992.

Article 6.15 states that, "*...a watch is the group of employees who are normally assigned to work the same hours on the same shift on the same vessel*".

For substitution appointments that are for a watch month or less defined by Article 6.15(a)(1,2,3), the following definitions are in effect:

1. *a regular normally assigned employee* is one who is assigned to a watch on a permanent basis;
2. *a regular temporarily assigned employee* is one who is not permanently assigned to a watch, rather they cover the absence of a normally assigned regular employee from their watch.

If a regular temporarily assigned employee is assigned to cover a vacancy on a watch at their base classification and a short-term

substitution opportunity arises, then the regular normally assigned employee with the most capability seniority on the watch requiring the appointment will have preference over the regular temporarily assigned employee for that substitution opportunity.

If there is no capable regular normally assigned employee on the watch requiring the substitution appointment, then the regular temporarily assigned employee with the most capability seniority will be considered in watch and will be offered the substitution appointment over other regular normally assigned employees outside the watch who work a parallel shift pattern with the same days on with the same days of rest.

A regular temporarily assigned employee whose name appears on a specific shift pattern on the last day of a block of working days is considered to be within watch for the purpose of any substitution opportunities commencing on the next work day of the specific shift pattern after days of rest provided there is no capable regular normally assigned employee on that specific shift pattern available to fill the substitution opportunity.

Notwithstanding the above, a capable regular normally assigned employee who returns to their normally assigned watch after a period of absence will have preference over any regular temporarily assigned employee for purposes of substitution opportunities arising on that watch.

For ferry locations that incur substitution opportunities that are greater than a watch month as a result of the addition of a second vessel during the summer months, these substitution opportunities are considered to end the day the second vessel is taken out of operation. All regular normally assigned employees who have moved as a result of these substitution opportunities return to their normally assigned watch and future substitution opportunities that arise on the next watch will be made in accordance with Article 6.15.

For the purposes of all grievances outstanding as of the date of signing of this Letter of Understanding, the foregoing shall be applicable retroactively.

TABLE "A" MARINE WORK SCHEDULES

Length of Scheduled Workday	Shift Pattern	Annual Earned Time Off (ETO)	Statutory Lieu Days	Minimum Annual Vacation	Annual Surplus Time	Annual Scheduled Time Off	Annual Excess Days Worked	Annual Excess Hours Worked (AEHW)	(2.0 * (AEHW))	Scheduled Surplus Differential (2.0 * AEHW * 100)/1827
(Hours)		(Days)	(Days)	(Days)	(Days)	(Days)				(Percent)
7½	4:2	-0.1	10.3	14.0	24.2	5x4=20 6x4=24	4.2 0.2	31.5 1.5	63.0 3.0	3.4 0.2
7¾	4:2	7.8	9.9	13.5	31.2	6x4=24 7x4=28	7.2 3.2	55.8 24.8	111.6 49.6	6.1 2.7
8	4:2	15.3	9.6	13.1	38.0	7x4=28 8x4=32 9x4=36	10.0 6.0 2.0	80.0 48.0 16.0	160.0 96.0 32.0	8.8 5.3 1.8
8¼	4:2	22.0	9.3	12.7	44.0	9x4=36 10x4=40 11x4=44	8.0 4.0 0.0	66.0 33.0 0.0	132.0 66.0 0.0	7.2 3.6 0.0
8½	4:2	28.6	9.0	12.4	50.0	10x4=40 11x4=44 12x4=48	10.0 6.0 2.0	85.0 51.0 17.0	170.0 102.0 34.0	9.3 5.6 1.9

Length of Scheduled Workday	Shift Pattern	Annual Earned Time Off (ETO)	Statutory Lieu Days	Minimum Annual Vacation	Annual Surplus Time	Annual Scheduled Time Off	Annual Excess Days Worked	Annual Excess Hours Worked (AEHW)	(2.0) * (AEHW)	Scheduled Surplus Differential (2.0 * AEHW * 100)/1827
(Hours)		(Days)	(Days)	(Days)	(Days)	(Days)				(Percent)
8 ³ / ₄	4:2	34.7	8.8	12.0	55.5	12x4=48 13x4=52	7.5 3.5	65.6 30.6	131.2 61.25	7.2 3.4
9	4:2	40.5	8.6	11.7	60.8	13x4=52 14x4=56 15x4=60	8.8 4.8 0.8	79.2 43.2 7.2	158.4 86.4 14.4	8.7 4.7 0.8
9 ¹ / ₄	4:2	46.0	8.3	11.4	65.7	14x4=56 15x4=60 16x4=64	9.7 5.7 1.7	89.7 52.7 15.7	179.4 105.5 31.5	9.8 5.8 1.7
9 ¹ / ₂	4:2	51.2	8.1	11.1	70.4	15x4=60 16x4=64 17x4=68	10.4 6.4 2.4	98.8 60.8 22.8	197.6 121.6 45.5	10.8 6.7 2.5
7 ¹ / ₂	6:3	-0.1	10.3	14.0	24.2	3x6=18 4x6=24	6.2 0.2	46.5 1.5	93.6 3.0	5.1 0.2
7 ³ / ₄	6:3	7.8	9.9	13.5	31.2	4x6=24 5x6=30	7.2 1.2	55.8 9.3	111.6 18.6	6.1 1.0
8	6:3	15.3	9.6	13.1	38.0	5x6=30 6x6=36	8.0 2.0	64.0 16.0	128.0 32.0	7.0 1.8

Length of Scheduled Workday	Shift Pattern	Annual Earned Time Off (ETO)	Statutory Lieu Days	Minimum Annual Vacation	Annual Surplus Time	Annual Scheduled Time Off	Annual Excess Days Worked	Annual Excess Hours Worked (AEHW)	(2.0) * (AEHW)	Scheduled Surplus Differential (2.0 * AEHW * 100)/1827
(Hours)		(Days)	(Days)	(Days)	(Days)	(Days)				(Percent)
8¼	6:3	22.0	9.3	12.7	44.0	6x6=36 7x6=42	8.0 2.0	66.0 16.5	132.0 33.0	7.2 1.8
8½	6:3	28.6	9.0	12.4	50.0	7x6=42 8x6=48	8.0 2.0	68.0 17.0	136.0 34.0	7.4 1.9
8¾	6:3	34.7	8.8	12.0	55.5	8x6=48 9x6=54	7.5 1.5	65.6 13.1	131.2 26.2	7.2 1.4
9	6:3	40.5	8.6	11.7	60.8	9x6=54 10x6=60	6.8 0.8	61.2 7.2	122.4 14.4	6.7 0.8
9¼	6:3	46.0	8.3	11.4	65.7	9x6=54 10x6=60	11.7 5.7	108.2 52.7	216.4 105.5	11.8 5.8
9½	6:3	51.2	8.1	11.1	70.4	10x6=60 11x6=66	10.4 4.4	98.8 41.8	197.6 83.6	10.8 4.6
10	1:1	-0.2	7.7	10.5	18.0	1x14=14	4.0	40.0	80.0	4.4
7½	14:7	-0.1	10.3	14.0	24.2	3x7=21	3.2	24.0	48.0	2.6
7¾	14:7	7.8	9.9	13.5	31.2	4x7=28	3.2	24.8	49.6	2.7

Length of Scheduled Workday	Shift Pattern	Annual Earned Time Off (ETO)	Statutory Lieu Days	Minimum Annual Vacation	Annual Surplus Time	Annual Scheduled Time Off	Annual Excess Days Worked	Annual Excess Hours Worked (AEHW)	(2.0) * (AEHW)	Scheduled Surplus Differential (2.0 * AEHW * 100)/1827
(Hours)		(Days)	(Days)	(Days)	(Days)	(Days)				(Percent)
8	14:7	15.3	9.6	13.1	38.0	4x7=28 5x7=35	10.0 3.0	80.0 24.0	160.0 48.0	8.8 2.6
8¼	14:7	22.0	9.3	12.7	44.0	5x7=35 6x7=42	9.0 2.0	74.25 16.5	148.5 33.0	8.1 1.8
8½	14:7	28.6	9.0	12.4	50.0	6x7=42 7x7=49	8.0 1.0	68.0 8.5	136.0 17.0	7.4 0.9
8¾	14:7	34.7	8.8	12.0	55.5	7x7=49	6.5	56.9	113.8	6.2
9	14:7	40.5	8.6	11.7	60.8	8x7=56	4.8	43.2	86.4	4.7
9¼	14:7	46.0	8.3	11.4	65.7	8x7=56 9x7=63	9.7 2.7	89.7 24.8	179.4 49.6	9.8 2.7
9½	14:7	51.2	8.1	11.1	70.4	9x7=63 10x7=70	7.4 0.4	70.3 3.8	140.6 7.6	7.7 0.4
12	14:14	30.3	6.4	8.8	45.5	2x14=28 3x14=42	17.5 3.5	210.0 42.0	420.0 84.0	23.0 4.6
12	15:15	30.3	6.4	8.8	45.5	2x15=30 3x15=45	15.5 .5	186.0 6.0	372.0 12	20.4 0.7

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