

**COLLECTIVE AGREEMENT**

**between the**

**ENVIROTEST CANADA**

**and the**

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

**Effective from September 1, 2006 to December 31, 2009**

**TABLE OF CONTENTS**

**DEFINITIONS..... 1**

**ARTICLE 1 - AGREEMENT AND SCOPE..... 1**

    1.1 Purpose of Agreement ..... 1

    1.2 Bargaining Unit Defined ..... 1

    1.3 Bargaining Unit Recognition..... 1

    1.4 Representation..... 1

    1.5 Correspondence ..... 1

    1.6 Future Legislation ..... 1

    1.7 Sexual and Other Forms of Harassment..... 2

    1.8 Conflict with Policies ..... 2

**ARTICLE 2 - EMPLOYEE RIGHTS..... 2**

    2.1 No Discrimination for Union Activity ..... 2

    2.2 Stewards ..... 2

    2.3 Union Representatives ..... 2

    2.4 Office Use ..... 3

    2.5 Union Insignia..... 3

    2.6 Time Off for Union Business ..... 3

    2.7 Union Bulletin Board..... 3

**ARTICLE 3 - UNION SECURITY ..... 3**

    3.1 Membership ..... 3

**ARTICLE 4 - UNION DUES ..... 4**

    4.1 Dues and Assessments ..... 4

    4.2 Income Tax Receipts ..... 4

**ARTICLE 5 - EMPLOYEE RECORDS ..... 4**

    5.1 Access to Personnel File..... 4

**ARTICLE 6 - EMPLOYER RIGHTS ..... 5**

    6.1 Employer Recognition..... 5

**ARTICLE 7 - STRIKES, LOCKOUTS AND PICKET LINES ..... 5**

    7.1 Right to Refuse to Cross a Picket Line ..... 5

    7.2 Strikes and Lockouts Prohibited..... 5

**ARTICLE 8 - GRIEVANCES..... 5**

    8.1 Definition of Grievance ..... 5

    8.2 No Stoppage of Work..... 5

    8.3 Steps ..... 5

    8.4 Time Limit to Submit to Arbitration..... 6

    8.5 Union and Employer Grievances ..... 6

    8.6 Time Limits..... 6

    8.7 Administrative Provisions ..... 6

    8.8 Technical Objections ..... 6

    8.9 Deviation from the Grievance Procedure..... 6

    8.10 Dismissal Grievance ..... 6

**ARTICLE 9 - ARBITRATION..... 7**

    9.1 Single Arbitrator ..... 7

    9.2 Decision of the Arbitrator..... 7

    9.3 Time Limit for Decision ..... 7

    9.4 Costs ..... 7

9.5	Expedited Arbitration .....	7
9.6	Amending Time Limits .....	7
<b>ARTICLE 10</b>	<b>- DISMISSAL, SUSPENSION AND DISCIPLINE.....</b>	<b>8</b>
10.1	Burden of Proof .....	8
10.2	Right to Have a Steward Present.....	8
10.3	Suspension or Discharge .....	8
10.4	Probationary Period .....	8
10.5	Discipline Record .....	8
10.6	Abandonment of Position.....	8
<b>ARTICLE 11</b>	<b>- SENIORITY .....</b>	<b>9</b>
11.1	Seniority Based on Hours Worked.....	9
11.2	Equal Seniority.....	9
11.3	Seniority List.....	9
11.4	Loss of Seniority.....	9
11.5	Reasonable Cause .....	10
11.6	Re-employment.....	10
<b>ARTICLE 12</b>	<b>- PROMOTIONS, VACANCIES AND JOB POSTINGS .....</b>	<b>10</b>
12.1	Selection Criteria .....	10
12.2	Job Posting Information.....	10
12.3	Posting Awards.....	11
12.4	Interview Expenses .....	11
12.5	Trial Period .....	11
12.6	Multiple Applications .....	11
<b>ARTICLE 13</b>	<b>- LAYOFF AND RECALL.....</b>	<b>11</b>
13.1	Layoff by Seniority.....	11
13.2	Definition of Layoff.....	11
13.3	Options Upon Layoff.....	11
13.4	Severance Pay for Part-time Employees in the Event of a Closure .....	12
13.5	Recall of Employees .....	12
13.6	Current Address .....	12
13.7	Method of Recall .....	12
13.8	Full Time Lane Inspectors Postings .....	13
13.9	Transfer Without Posting.....	13
13.10	No Transfers Without Consent.....	13
<b>ARTICLE 14</b>	<b>- HOURS OF WORK .....</b>	<b>13</b>
14.1	Work Week.....	13
14.2	Work Schedules.....	13
14.3	Staffing.....	14
14.4	Conversion of Hours.....	15
14.5	Rest Periods .....	15
14.6	Meal Periods .....	15
14.7	Days of Rest.....	15
14.8	Table of Recognized Work Day Lengths and Shift Patterns.....	15
14.9	No Guarantee .....	16
14.10	Standby.....	16
<b>ARTICLE 15</b>	<b>- WORKING AWAY FROM REGULAR POINT OF ASSEMBLY .....</b>	<b>16</b>
15.1	Relocations of a Temporary Nature .....	16
15.2	Technicians Working Away from their Point of Assembly .....	16

<b>ARTICLE 16 - OVERTIME .....</b>	<b>17</b>
16.1 Definitions.....	17
16.2 Overtime Entitlement.....	17
16.3 Work Beyond Scheduled Shift.....	17
16.4 Call-Out Provisions .....	17
16.5 Rest Interval After Overtime.....	17
16.6 Method of Compensation .....	17
16.7 Allocation of Overtime.....	18
16.8 Overtime Records .....	18
16.9 No Pyramiding.....	18
<b>ARTICLE 17 - PAID HOLIDAYS .....</b>	<b>18</b>
17.1 Paid Holidays .....	18
17.2 Holidays Falling on a Day of Rest .....	18
17.3 Holiday Coinciding With a Day of Vacation.....	19
17.4 Paid Holiday Pay .....	19
17.5 Qualification for Holiday Pay .....	19
<b>ARTICLE 18 - ANNUAL VACATIONS.....</b>	<b>19</b>
18.1 Vacation Year .....	19
18.2 Vacation Entitlement .....	19
18.3 First Incomplete Year of Service.....	20
18.4 Vacation Pay .....	20
18.5 Vacation Scheduling.....	20
18.6 Vacation Carry Over.....	21
18.7 Call Back From Vacation .....	21
<b>ARTICLE 19 - TRAINING .....</b>	<b>21</b>
19.1 Completion of Courses on Company Time .....	21
19.2 Reimbursement for Approved Courses.....	22
19.3 Training Away From Regular Point of Assembly .....	22
19.4 Examinations.....	22
<b>ARTICLE 20 - SPECIAL AND OTHER LEAVES .....</b>	<b>22</b>
20.1 Bereavement Leave .....	22
20.2 Special Leave .....	22
20.3 Family Illness.....	23
20.4 Leave for Court Appearances.....	23
20.5 General Leave .....	23
20.6 Maximum Leave Entitlement.....	23
20.7 Maternity Leave.....	23
20.8 Parental Leave or Adoption Leave.....	23
20.9 Extension of Leaves.....	24
20.10 Benefits Continuation.....	24
20.11 Deemed Resignation.....	24
20.12 Entitlements Upon Return to Work.....	24
<b>ARTICLE 21 - OCCUPATIONAL HEALTH AND SAFETY.....</b>	<b>25</b>
21.1 Statutory Compliance .....	25
21.2 Safety Program .....	25
21.3 Unsafe Work Conditions .....	25
21.4 Injury Pay Provision .....	25
21.5 Transportation of Accident Victims.....	25
21.6 Investigation of Accidents.....	25
21.7 Occupational First Aid Requirements and Courses.....	26

21.8	Unresolved Safety Issues.....	26
21.9	Dangerous Goods, Special Wastes, Pesticides and Harmful Substances.....	26
<b>ARTICLE 22 - ADJUSTMENT PLAN.....</b>		<b>26</b>
<b>ARTICLE 23 - CONTRACTING.....</b>		<b>26</b>
23.1	No Contracting Out Which Results in Layoff .....	26
<b>ARTICLE 24 - BENEFIT PLANS.....</b>		<b>26</b>
24.1	Benefits .....	26
24.2	Health and Welfare .....	27
24.3	Doctor's Certificate of Inability to Work .....	27
24.4	Medical Examination.....	27
24.5	Subrogation .....	27
24.6	Arrangement of Benefit Plans .....	28
24.7	Employee's Responsibility.....	28
24.8	EAP Program .....	28
<b>ARTICLE 25 - EMPLOYEE EQUIPMENT AND CLOTHING.....</b>		<b>28</b>
25.1	Uniforms .....	28
25.2	Tools.....	29
<b>ARTICLE 26 - RATES OF PAY AND CLASSIFICATION.....</b>		<b>29</b>
26.1	Rates of Pay .....	29
26.2	Classifications and Salary Assignments.....	29
26.3	Pay Days .....	29
26.4	Substitution Pay.....	30
26.5	Reporting Pay.....	30
26.6	Pay on Temporary Assignment.....	30
<b>ARTICLE 27 - PREMIUMS AND ALLOWANCES.....</b>		<b>30</b>
27.1	Notice of Work Schedules.....	30
27.2	Exchange of Shifts .....	30
27.3	Vehicle Allowance.....	31
27.4	Meal Allowance.....	31
27.5	Telephone Allowance.....	31
27.6	Janitorial Work.....	31
27.7	Shift Premium .....	31
<b>ARTICLE 28 - LABOUR MANAGEMENT COMMITTEE.....</b>		<b>31</b>
28.1	Committee.....	31
<b>ARTICLE 29 - GENERAL CONDITIONS .....</b>		<b>31</b>
29.1	Point of Assembly.....	31
29.2	Employer Vehicle Use.....	31
29.3	Indemnity .....	32
29.4	Payroll Deductions.....	32
29.5	Copies of Agreement.....	32
29.6	Cashier Policy .....	33
<b>ARTICLE 30 - TERM OF AGREEMENT.....</b>		<b>33</b>
30.1	Term of Agreement.....	33
30.2	Notice to Bargain .....	33
30.3	Agreement to Continue in Force .....	33
30.4	Changes in Agreement.....	33
30.5	Limitations .....	34

<b>APPENDIX A .....</b>	<b>35</b>
<b>APPENDIX B .....</b>	<b>36</b>
<b>MEMORANDUM OF UNDERSTANDING #1 - Inspection Centres.....</b>	<b>38</b>
<b>MEMORANDUM OF UNDERSTANDING #2.....</b>	<b>39</b>
<b>MEMORANDUM OF UNDERSTANDING #3.....</b>	<b>40</b>
<b>MEMORANDUM OF UNDERSTANDING #4.....</b>	<b>41</b>
<b>MEMORANDUM OF UNDERSTANDING #5 - RE: Acting Assistant Manager Selection Process.....</b>	<b>42</b>
<b>MEMORANDUM OF UNDERSTANDING #6 - RE: Full-Time Lane Inspector Status – 72 Hours Bi-weekly.....</b>	<b>43</b>
<b>MEMORANDUM OF UNDERSTANDING #7 - RE: New Classification – Casual Mechanical Labourer.....</b>	<b>45</b>
<b>MEMORANDUM OF UNDERSTANDING #8 - RE: AirCare III Transition.....</b>	<b>46</b>

## DEFINITIONS

"*Child*" means a child of the employee, including a ward of the Superintendent of Family and Child Services and a child of the employee's spouse.

"*Spouse*" means husband, wife or common-law spouse of the employee. Common-law spouse includes same sex and opposite sex individuals where the employee has been living in a common-law relationship for at least twelve (12) months.

## ARTICLE 1 - AGREEMENT AND SCOPE

### 1.1 Purpose of Agreement

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

### 1.2 Bargaining Unit Defined

- (a) The bargaining unit shall comprise all employees of Envirotest Canada (formerly Ebco-Hamilton Partners) employed on the mainland of British Columbia west of Hope and south of Squamish.
- (b) The parties agree that the positions set out in Appendix A are excluded from the scope of the certification.

### 1.3 Bargaining Unit Recognition

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

### 1.4 Representation

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

### 1.5 Correspondence

- (a) The Employer agrees that all correspondence between the Employer and the Union related to matters covered by this Agreement shall be sent to the President of the Union or his/her designate.
- (b) The Union agrees that all correspondence between the Union and the Employer related to matters covered by this Agreement shall be sent to the General Manager or his/her designate.

### 1.6 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement. The parties shall make every effort to negotiate a mutually agreeable provision to be substituted for the provisions rendered null and void or materially altered.

### **1.7 Sexual and Other Forms of Harassment**

- (a) The Union and the Employer recognize the right of employees to work in an environment free from harassment, and discrimination. The Employer agrees to maintain such an environment, as required by law.
- (b) Complaints regarding sexual harassment, or any other forms of harassment, will be in writing to the Human Resources Manager with a copy to the Union. The Employer and the Union will jointly investigate these complaints forthwith and the Employer will determine and take appropriate action, including discipline and/or transfer where warranted. Where a transfer is warranted, it shall be the respondent who will be transferred. Where a complaint has been substantiated, the complainant shall not be transferred without his/her agreement.
- (c) Where the complaint is not resolved to the satisfaction of the complainant or respondent within thirty (30) days of the filing of the complaint, he/she may initiate a grievance at Step 2 of the grievance process. The thirty (30) day time limit may be extended for investigating purposes by mutual agreement of the Employer and the Union.

### **1.8 Conflict with Policies**

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

## **ARTICLE 2 - EMPLOYEE RIGHTS**

### **2.1 No Discrimination for Union Activity**

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

### **2.2 Stewards**

- (a) The Employer recognizes the Union's right to appoint stewards and the Union shall notify the Employer of such appointments in writing. A steward shall obtain the permission of his/her supervisor prior to leaving his/her work area to attend to Union duties relating to the Employer's operations. Leave for this purpose shall be with pay and permission shall not be unreasonably withheld. On resuming his/her duties, the steward shall notify his/her supervisor.
- (b) Stewards will be granted leave from their work area with pay under this clause to perform the following duties:
  - (1) assisting any employee who the steward represents in presenting a grievance in accordance with the Grievance Procedure;
  - (2) attending meetings at the request of the Employer;
  - (3) attending meetings which are disciplinary at the request of the employees or the Employer;
  - (4) supervision of ballot boxes and other related functions during ratification votes.

### **2.3 Union Representatives**

The designated Union representative shall be permitted entry to the Employer's premises in order to carry out required duties. The designated Union representative shall notify the Human Resources Manager in

advance of this requirement and shall indicate the purpose for entering the Employer's premises. Such permission shall not be unreasonably denied. Union representatives shall not interfere with the operational requirements of the Employer.

#### **2.4 Office Use**

The Employer shall make available to Union Representatives, temporary use of an office or similar facility at each worksite, including Head Office to conduct confidential investigation of grievances.

#### **2.5 Union Insignia**

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

#### **2.6 Time Off for Union Business**

(a) When operational requirements permit, leave of absence without pay and without loss of seniority shall be granted by the Employer:

- (1) for an elected or appointed Union representative to attend conventions of the Union or any bodies to which the Union is affiliated;
- (2) for up to three (3) employees who are representatives of the Union on the Bargaining Committee to attend meetings of the Committee and to attend bargaining meetings;
- (3) to an employee called by the Union to appear as a witness before an Arbitration Board;
- (4) to an elected or appointed Union representative to attend to Union business which requires them to leave their general work area.

(b) To facilitate the administration of Union leaves without pay, the leave shall be given at current pay and the Union shall reimburse the Employer for salary and benefit costs. The Union shall provide the Employer with fourteen (14) calendar days notice prior to the commencement of such leave. The Employer will not unreasonably withhold the granting of such leave where less than fourteen (14) calendar days notice is given.

#### **2.7 Union Bulletin Board**

The Employer shall provide a bulletin board at each regular assembly point for the exclusive use of the Union, the sites to be determined by mutual agreement between the Employer and the Union. The use of such board shall be restricted to the business affairs of the Union. Such information shall be posted by and or removed by a designated shop steward.

### **ARTICLE 3 - UNION SECURITY**

#### **3.1 Membership**

(a) All employees hired on and after September 1<sup>st</sup>, 1992 shall, as a condition of continued employment, remain or become members of the Union and maintain such membership upon completion of fifteen (15) days employment.

(b) Station Managers will not perform Lane Inspector work except for training purposes or work of an emergent nature.

"*Emergent Nature*" includes Station Managers directing vehicles during unanticipated volume backlogs. Station Managers may direct traffic outside the buildings. They may open and close lanes as required.

They may not direct vehicles into the building when inspectors are working in those lanes. This area will be monitored by the Labour-Management Committee and addressed if there are problems.

## ARTICLE 4 - UNION DUES

### 4.1 Dues and Assessments

(a) The Employer shall deduct from the wages of each employee in the bargaining unit, whether or not the employee is a member of the Union, an amount equal to the regular dues payable to the Union by a member of the Union. Each employee shall provide, as a condition of continued employment, the Employer with a written authorization to make such deductions.

(b) The Employer shall deduct from each employee, who is a member of the Union, any assessments levied in accordance with the Union Constitution and/or bylaws and owing by the employee to the Union and remit such money to the Union.

(c) Deductions shall be made monthly and remitted to the President of the Union no later than the 25<sup>th</sup> day of the subsequent month. The Employer shall also provide the Union with member information including the following:

- Social Insurance Number
- Surname, First Name
- Job Classification Number
- Monthly Dues
- Gross Pay

Such information shall be submitted on a disc in the ASCII computer format.

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

### 4.2 Income Tax Receipts

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

## ARTICLE 5 - EMPLOYEE RECORDS

### 5.1 Access to Personnel File

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

(b) The Employer agrees that Collective Agreement references to personnel file is the file that is kept at Head Office.

## ARTICLE 6 - EMPLOYER RIGHTS

### 6.1 Employer Recognition

The Union recognizes and agrees that except as specifically modified by this Agreement, all of the rights and powers which the Employer had prior to the signing of this Agreement are retained solely and exclusively by the Employer.

## ARTICLE 7 - STRIKES, LOCKOUTS AND PICKET LINES

### 7.1 Right to Refuse to Cross a Picket Line

Employees covered by this Agreement shall have the right to refuse to cross a legal picket line arising out of a dispute as defined in the *Labour Relations Code*. Any employee failing to report for duty shall be considered to be absent without pay. Failure to cross a legal picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement and nor shall it be grounds for disciplinary action.

### 7.2 Strikes and Lockouts Prohibited

There shall be no strikes or lockouts so long as this Agreement continues to operate.

## ARTICLE 8 - GRIEVANCES

### 8.1 Definition of Grievance

The Employer and the Union agree that grievances may arise concerning:

- (a) differences between the parties respecting the interpretation, application, operation or any alleged violation of a provision of this Agreement, including a question as to whether or not a matter is subject to arbitration; or
- (b) the dismissal or discipline of an employee bound by this Agreement.

### 8.2 No Stoppage of Work

All grievances shall be finally and conclusively settled in the manner set out in this Article without slowdown, interference with, or stoppage of work.

### 8.3 Steps

The procedure for resolving a grievance shall be as set out below:

#### (a) *Step 1*

Every effort shall be made by an employee and his or her immediate supervisor to resolve the issue verbally. An employee shall have the right to have his or her steward present at such a discussion. If unresolved, an employee may, within fifteen (15) calendar days of the event giving rise to the grievance, submit a grievance in writing to the employee's immediate supervisor. The employee's immediate supervisor will sign and date the grievance form to confirm receipt.

#### (b) *Step 2*

The Employer's designate(s) shall meet with the Union's designate(s) within thirty (30) calendar days after receipt of the grievance. This meeting may be waived by mutual agreement. Following such a

meeting, the Employer's designate shall respond within fifteen (15) calendar days in writing to the Union's Staff Representative.

#### **8.4 Time Limit to Submit to Arbitration**

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

#### **8.5 Union and Employer Grievances**

The Employer has the right to file a grievance. The Union has the right to file a policy grievance. Such grievances shall be filed at Step 2 of the grievance procedure set out above. The grievance must be filed within twenty-one (21) working days of the complaint arising.

#### **8.6 Time Limits**

- (a) If an employee or the Union does not present a grievance or proceed to the next higher level within the prescribed time limits, the grievance shall be deemed to have been abandoned, but shall not be deemed to have prejudiced its position on any future grievance.
- (b) If the Employer does not respond within the prescribed time limits, the Employer shall grant the remedy sought in the grievance but shall not be deemed to have prejudiced its position in any future grievance.

#### **8.7 Administrative Provisions**

Grievances may be filed by hand delivery or other mutually agreeable means. Grievance replies shall be sent by hand delivery, facsimile or courier. Written replies and notification shall be deemed to be presented on the date on which they are accepted by a courier and received on the day they were delivered to the appropriate office.

#### **8.8 Technical Objections**

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

#### **8.9 Deviation from the Grievance Procedure**

- (a) The Employer agrees that, after a grievance has been initiated in writing at Step 2, no discussion will be entered into respecting the grievance with the aggrieved employee without the consent of the Union. Such consent shall not be unreasonably withheld.
- (b) In the event that, after having initiated a grievance in writing through the grievance procedure, an employee endeavours to pursue the same matter giving rise to the grievance through another channel, the Union agrees the grievance shall be considered to be abandoned.
- (c) Notwithstanding (b) above, an employee who has filed a complaint with the Human Rights Council shall not have their grievance deemed abandoned through the filing of the complaint.

#### **8.10 Dismissal Grievance**

In the case of a dispute arising from an employee's dismissal, the grievance may be filed directly at Step 2 within ten (10) working days of the date on which the dismissal occurred.

## ARTICLE 9 - ARBITRATION

### 9.1 Single Arbitrator

The parties agree to refer all arbitrations, except those that are to be resolved on an expedited basis, to Joan Gordon, Robert Blasina or substitute agreed to be the parties who may act as a single arbitrator. At the written request of either party, within seven (7) days of receipt of written notice of referral to arbitration, either party may require that the grievance be submitted to a three (3) member arbitration board to be chaired by Joan Gordon, Robert Blasina or substitute agreed to by the parties. Both parties shall have seven (7) days to name their appointee to the three-person board.

### 9.2 Decision of the Arbitrator

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

### 9.3 Time Limit for Decision

An arbitrator or board shall render a written decision to the parties within thirty (30) calendar days of the date the arbitration hearing is concluded. This time period may be altered by consent of the parties.

### 9.4 Costs

The parties to this Agreement shall jointly bear the cost of the Single Arbitrator or Chair and each of the parties shall bear the cost of its nominee to the arbitration board and its own representatives and witnesses.

### 9.5 Expedited Arbitration

(a) Notwithstanding the foregoing, the parties may agree to utilize the provisions of Section 104 of the *Code* as an alternative dispute resolving mechanism, (ie) if a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this agreement, including any question as to whether a matter is arbitrable, during the term of the collective agreement, Judi Korbin, Rod Germaine or a substitute agreed to by the parties, shall at the request of either party

- (1) investigate the difference;
- (2) define the issue in the difference; and
- (3) make written recommendations to resolve the difference;

within thirty (30) days of the date of receipt of the request and, for those thirty (30) days from the date, time does not run in respect of the grievance procedure.

(b) The parties may agree to be bound by the recommendations noted above. Such agreement shall be in writing.

### 9.6 Amending Time Limits

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

## ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE

### 10.1 Burden of Proof

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

### 10.2 Right to Have a Steward Present

(a) An employee has the right to request the presence of a steward at any discussion with supervisory personnel which the employee believes may result in disciplinary action. The Employer agrees that an employee has the right to have a Shop Steward present when dealing with disciplinary matters, however, it is the responsibility of the employee to request a Shop Steward. Where a supervisor meets with an employee for disciplinary purposes, the supervisor shall notify the employee in advance of the purpose of the meeting in order that the employee may contact a steward. This clause shall not apply to those discussions that are of an operational nature.

(b) A steward shall have the right to consult with a Staff Representative of the Union and to have a local Union representative present at any discussion with supervisory personnel which the steward believes might be the basis of disciplinary action against the steward.

### 10.3 Suspension or Discharge

(a) In the event of a grievance arising from an employee's suspension of three (3) days or less, the Employer agrees to notify the employee, in writing, setting out the grounds for the Employer's action. A copy of the notice will be sent to the Union's designate within seven (7) calendar days.

(b) In the event of suspension of greater than three (3) days or dismissal, the Employer will notify the employee, in writing, setting out the grounds for the Employer's actions. A copy of this notice will be sent to the Union's designate within seven (7) calendar days of the suspension or dismissal.

(c) It is expressly understood that where the grievance of a suspension or dismissal proceeds to arbitration, the arbitrator will decide whether the suspension or dismissal is for just cause based on the real substance of the matters in dispute.

### 10.4 Probationary Period

(a) Each new employee shall serve a probationary period of thirty (30) shifts or three (3) months whichever is longer from start date, during which time the Employer shall assess suitability for continued employment.

(b) The Employer, during the probationary period, may release the employee for unsuitability for continued employment.

(c) During the probationary period an employee shall not be entitled to claim the rights and benefits arising out of seniority. Upon successful completion of the probationary period, an employee shall be credited with seniority from start date, in accordance with the provisions of Article 11.

### 10.5 Discipline Record

The Employer agrees to provide copies to the employee of any disciplinary action record placed on the employee's personnel file, at the time of filing such record. The Employer further agrees that any written warning will be removed from an employee's personnel file after eighteen (18) months, provided there has not been any further infraction.

### 10.6 Abandonment of Position

An employee who fails to report for duty for three (3) consecutive shifts without informing the Employer of the reason for his/her absence will be presumed to have abandoned his/her position. An employee shall

be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not having informed the Employer.

## ARTICLE 11 - SENIORITY

### 11.1 Seniority Based on Hours Worked

- (a) Seniority for all employees shall be based on hours worked.
- (b) Hours worked shall include:
  - (1) hours worked according to payroll records, excluding overtime hours;
  - (2) paid leaves of absence in accordance with hours paid, including vacation and statutory holidays;
  - (3) leave of absence on a claim recognized by the Workers' Compensation Board based on hours utilized for WCB purposes;
  - (4) Union leave based on hours utilized for reimbursement purposes;
  - (5) maternity, parental and adoption leave based on the hours that the employee would have worked;
  - (6) sick leave which exceeds three (3) consecutive shifts for which there is Employment Insurance sick leave coverage, based on the hours worked in the last two (2) pay periods. Proof of Employment Insurance sick leave payment shall be provided to Human Resources in order that seniority be credited.

### 11.2 Equal Seniority

When two (2) or more employees have equal seniority the order establishing their relative seniority will be by chance as mutually agreed between the Employer and the Union.

### 11.3 Seniority List

- (a) The Employer will prepare a seniority list semi-annually (on the payroll nearest and before May 1, November 1) for all employees in the bargaining unit. The seniority list will be posted prior to May 15 and November 15 of each year. The information will show each person's classification, status, seniority based on hours worked as set out above, and point of assembly. The Employer will also prepare seniority lists for each classification within each point of assembly. These lists will be posted on the appropriate bulletin boards with a copy sent to the Union. Once posted, the list may be challenged for a period of fifteen (15) calendar days. If not challenged within the time set out herein, the seniority lists will be accepted by the parties and the employees as accurate. The list shall be utilized for all schedules which are posted after May 30, and November 30, respectively.
- (b) The Tech Centre, Head Office and each of the inspection centres will be a point of assembly for the purposes of Article 11, 12, 13.

### 11.4 Loss of Seniority

An employee shall lose seniority and shall be considered to be terminated in the event that:

- (a) he or she is discharged for cause;
- (b) he or she resigns or retires from his or her position;
- (c) he or she abandons his or her position;

- (d) he or she fails to return to work following a recall within one (1) week or such other mutually agreed to period, unless unable to do so because of reasonable cause, where the recall is to the employee's regular point of assembly;
- (e) employees who are laid off for a period of eight (8) months;
- (f) he or she accepts severance pay in accordance with the provisions of Article 13.
- (g) he or she is absent due to illness or injury for two (2) years, except where the employee is in receipt of WCB benefits as a result of an Employer-related injury.

### **11.5 Reasonable Cause**

- (a) For the purpose of Article 11.4(d), the following shall constitute reasonable cause:
  - (1) absence on a WCB claim;
  - (2) maternity leave;
  - (3) parental leave or adoption leave;
  - (4) absence on bereavement leave;
  - (5) leave to participate in activities of a reserve component of the Canadian Armed Forces;
  - (6) illness; (Doctor's certificate may be required as per Article 24.3)
  - (7) Union leave as per Clause 2.6;
  - (8) jury duty;
  - (9) any approved leave of absence or approved period of unavailability.
- (b) Where the dependent child of a part-time employee is ill and where no one other than the employee can care for the child, the Employer will extend the period within which an employee must return to work from three (3) days to one (1) week. Proof of illness may be required if a pattern of consistent absences is developing.

### **11.6 Re-employment**

An employee who resigns his or her position and, within sixty days is re-employed by the Employer, shall be granted leave of absence without pay covering those days absent and shall be credited with his or her former seniority but without seniority credit for the period of absence.

## **ARTICLE 12 - PROMOTIONS, VACANCIES AND JOB POSTINGS**

### **12.1 Selection Criteria**

- (a) All vacancies which are to be filled will be posted and filled within thirty (30) days of becoming vacant in the case of entry level positions and forty-five (45) days in the case of other positions. Entry level positions are Lane Inspector, Technician Trainee and Clerk I.
- (b) Entry level positions will be filled by the senior qualified applicant. When a vacancy for a full-time position in any other classification occurs and is required to be filled, the Employer will prefer the senior employee, provided that merit, skills and ability are relatively equal.
- (c) Where there are no qualified internal applicants, the Employer may select outside applicants.

### **12.2 Job Posting Information**

All job postings shall indicate the job classification, qualifications required, point of assembly, hourly rate, date of posting and date of closing. A copy of the posting will be forwarded to the Union. All postings shall be posted for a minimum of two (2) weeks.

### **12.3 Posting Awards**

The Employer shall provide the Union with a copy of all job posting awards and shall post such awards on a bulletin board at each point of assembly.

### **12.4 Interview Expenses**

Applicants for a posted position shall be granted leave of absence with current pay as required for an interview. The applicant will upon pre-approval have his or her travelling expenses paid.

### **12.5 Trial Period**

Where a bargaining unit employee is promoted, he or she will be placed in a trial period for three (3) months, and upon satisfactory completion of the trial period will be confirmed in the position in writing by the Employer. If at any time during the trial period, the employee is unable to satisfactorily perform the duties of the new position, he or she will be returned to the former position held. Any other employee(s) transferred or promoted as a result of the original job posting will also be returned to his or her former status.

### **12.6 Multiple Applications**

An employee who is the successful applicant for a position will not be considered for another position at the same classification for three (3) months from the date of the original vacancy except for Assistant Managers who will not be considered for another position at the same classification for six (6) months from the date of the original vacancy.

## **ARTICLE 13 - LAYOFF AND RECALL**

### **13.1 Layoff by Seniority**

In the event of a layoff, permanent employees will be laid off by reverse seniority in a classification at a point of assembly. Probationary employees shall be laid off before permanent employees in the same classification.

### **13.2 Definition of Layoff**

A part-time employee shall be considered to be laid off if, at the Employer's initiative and due to a shortage of work, the employee has not been scheduled to work for a period of one (1) week. Part-time employees shall only be eligible for severance pay as per Article 13.4. A full-time employee shall be considered to be laid off if, at the Employer's initiative and due to a shortage of work, the full-time employee's hours are reduced to less than their regularly scheduled hours bi-weekly.

### **13.3 Options Upon Layoff**

A full-time employee who is laid off from a point of assembly shall have the right to either:

- (a) remain on layoff status until work becomes available at the employee's regular point of assembly; or
- (b) bump the most junior employee in the same classification at another point of assembly, provided that the bumping employee has more seniority; or
- (c) opt for severance pay under this Article. The following three (3) part-time employees are grand-parented and may opt for pro-rated severance under this Article:

Jasbir Dhesa, Marie Chic and Eng Khor

(d) if the employee exercises his/her rights under 13.3(b), but works less than an FTE as stated under Article 14.1, he/she shall have the option to maintain his/her benefits at a prorata basis as long as the employee meets the minimum eligibility requirements of the benefits plan.

If an employee elects layoff status, the employee must remain on layoff until work becomes available at the employee's regular point of assembly. If an employee elects to bump into a new point of assembly, the employee loses the right to be scheduled for work at the old point of assembly. If an employee elects severance pay it shall be calculated on the basis of one week's pay for every year of service or major part thereof. No employee shall receive an amount greater than four (4) months current pay.

Severance pay for grand-parented part-time employees shall be the same as for full-time employees but shall be paid on a pro-rated basis based on average earnings for the twenty-six (26) pay periods prior to termination of employment. A week's pay shall be calculated by totalling the employee's wages, excluding overtime, earned in the previous twenty-six (26) pay periods prior to termination in which the employee worked hours and dividing by fifty-two (52).

#### **13.4 Severance Pay for Part-time Employees in the Event of a Closure**

Part-time employees shall be eligible for severance pay provided the following conditions are met:

(a) The AirCare program or its equivalent is permanently closed or the Employer is not the successful bidder/contractor for any subsequent programs and there is a termination of operations by the Employer.

(b) Part-time employees must continue to report for work as required by the Employer to the closure of the program or until the Employer initiates the termination of the employment.

Severance pay for part-time employees shall be the same as for full-time employees but shall be paid on a pro-rated basis based on average earnings for the twenty-six (26) pay periods prior to termination of employment. A week's pay shall be calculated by totalling the employee's wages, excluding overtime, earned in the previous twenty-six (26) pay periods prior to termination in which the employee worked hours and dividing by fifty-two (52).

#### **13.5 Recall of Employees**

Recall of employees shall be in order of seniority within a classification at a point of assembly. Where there are no laid off employees within the classification at the point of assembly, the Employer will recall employees in order of seniority within the same classification from other points of assembly; such employees shall have the right to refuse without penalty.

#### **13.6 Current Address**

It shall be the responsibility of laid off employees to keep the Employer informed of their current addresses and telephone numbers at which they may be contacted.

#### **13.7 Method of Recall**

The Employer shall first attempt to contact the employee by telephone and if that is not successful shall notify the employee by letter delivered to the employee's address by way of courier, priority post or similar service providing signature of receipt. The time period for the employee to return to work shall be from the time of the telephone call or the time that the letter is delivered to the employee's address. Each letter shall be deemed to have been delivered two (2) days from the date of mailing, regardless of whether or not the employee signs acknowledgement of receipt.

### **13.8 Full Time Lane Inspectors Postings**

By completing a Transfer form, full-time Lane Inspectors can indicate their wish to move to a different station or stations, should a vacancy occur.

Only Lane Inspectors who have completed and returned this form to the Human Resources department will be considered for transfers.

When a full-time Lane Inspector vacancy occurs at a station, it will be offered to the most senior Lane Inspector who has indicated a desire to transfer to that station.

This procedure will be repeated until there is a vacancy at a station to which no full-time Lane Inspector has requested a transfer. That vacancy will be posted in accordance with the Collective Agreement.

### **13.9 Transfer Without Posting**

The Labour Management Committee may grant lateral transfers or voluntary demotions for compassionate or medical reasons or in recognition of the joint duty of the parties to accommodate employees in accordance with the *Human Rights Code*. In the event that the Committee has granted a transfer or demotion at the request of the employee, the employee shall not be eligible for any job posting for a period of six (6) months without the approval of the Labour Management Committee.

### **13.10 No Transfers Without Consent**

An employee, except an Assistant Manager, will not be required to permanently transfer to a different point of assembly without his/her consent unless according to Article 1.7. Assistant Managers' transfers will be limited to one transfer per 365 day period, except by mutual agreement. An Assistant Manager may refuse a transfer under this Article by changing their status to a full-time lane inspector.

- (a) An Assistant Manager shall not be transferred to a point of assembly further than forty-five (45) kilometres from the point of assembly where he or she was working unless mutually agreed between the Company and the Union;
- (b) Rand-McNally shall be used for distance calculation; and
- (c) No full-time Lane Inspector will be displaced as a result of an Assistant Manager exercising his/her right under this clause.

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

### **14.1 Work Week**

- (a) Hours of work for full-time Lane Inspector employees exclusive of meal periods taken away from the work station but including paid statutory holidays will be seventy-two (72) hours or eighty (80) hours bi-weekly.
- (b) Hours of work for full-time Office and Technical employees exclusive of meal periods taken away from the work station but including paid statutory holidays will be eighty (80) hours bi-weekly.

### **14.2 Work Schedules**

- (a) Work schedules shall be posted at least seven (7) days in advance of the starting date of the new schedule.
- (b) Full-time employees at a point of assembly shall be scheduled to work one of the shift patterns and length of scheduled work days specifically set out in Article 14.8 (a or b).

- (c) The Employer shall determine when various services are provided (hours of operation), the classifications of positions and the number of employees required to provide the services.
- (d) The Employer's designate at each point of assembly will establish the length of scheduled work day and shift pattern to be followed for full-time employees at the point of assembly. By mutual agreement, the Employer's designate and an employee may agree to allow an individual employee to work a different length of scheduled work day and shift pattern as long as it is selected from the options set out in Article 14.8(a or b).
- (e) If either party wishes to change the existing length of scheduled work day and shift pattern, it shall provide the other party with the earliest possible advance notice in writing. If a change is requested only at a particular point of assembly, the notice shall be given to the appropriate Union steward or designated Employer representative. If a change is requested which involves more than one point of assembly, notice shall be given to the Union's area representative or the Employer's General Manager. The parties shall have fourteen (14) days from the date notice is given to reach agreement on length of scheduled work day and shift pattern. If the parties are unable to reach agreement within fourteen (14) days, either party may refer the matter to the Labour Management Committee for possible resolution. Where agreement cannot be reached, full-time employees shall work a maximum eight (8) hours per day at straight time rates.
- (f) Shift pattern and length of scheduled work day changes will be limited to a maximum of three (3) per year with a minimum duration of two (2) months for any shift pattern or scheduled work day length, except by mutual agreement at the local level.
- (g) Unless mutually agreed between the employee and the manager, employees will not be required to work split-shifts.

### 14.3 Staffing

- (a) At least thirty percent (30%) of all scheduled part-time Lane Inspectors by Inspection Centre shall be scheduled for a minimum of sixteen (16) hours per week.
- (b) Part-time employees shall be scheduled in order of seniority so that the most senior part-time employee in a classification at a point of assembly receives equal to the greatest number of part-time hours each week. Part-time employees shall not be scheduled for shifts of less than four (4) hours.
- (c) Where additional work becomes available on a daily basis, it shall be offered in order of seniority to employees at the point of assembly, provided it will not result in the payment of overtime. If no employees are available, it shall be offered to employees at the nearest point of assembly in order of seniority.
- (d) Where additional shifts becomes available during the scheduled week the work shall be offered to employees as follows:
- (1) the most senior employee without a scheduling conflict, provided it will not result in the payment of overtime.
  - (2) Where there are no employees available at a point of assembly, the Employer will contact the next nearest point of assembly and offer the shifts in accordance with (d) above.
  - (3) Employees who accept additional shifts will not be eligible for payment pursuant to Article 27.1.
- (e) Employees may request, in writing, restriction of availability if such does not impair operational requirements or result in additional cost to the Employer. Restriction of availability shall be at the sole discretion of the Employer.

(f) Full-time lane inspectors shall have the option to revert to part-time status. Employees who revert to part-time shall receive benefits pursuant to Article 24.2 of the Collective Agreement. Employees who revert to part-time shall carry all accrued seniority to the part-time position, however, they may not bid for a full-time position for a period of ninety (90) days.

#### 14.4 Conversion of Hours

Where an employee is granted a designated paid holiday or a lieu day pursuant to Article 17, the time off granted will be eight (8) hours per designated paid holiday. Where the scheduled work day exceeds eight (8) hours, the resulting difference shall be included in the work schedules within the next two (2) weeks or as mutually agreed at the local level.

#### 14.5 Rest Periods

(a) All employees shall have two (2) fifteen (15) minute rest periods in each work period in excess of five (5) hours. Where a meal period is provided, one (1) rest period is to be granted before and one (1) after the meal period, where applicable. Employees working a shift of four (4) hours, but not more than five (5) hours, shall receive one (1) rest period during such a shift.

(b) Rest periods shall not begin until one (1) hour after the beginning of work. Meal periods shall not begin until one (1) hour after the first rest period is completed. The last rest period shall not begin until one (1) hour after the completion of the meal period and not later than one (1) hour before the end of the shift.

(c) Rest periods shall be taken without loss of pay to the employee.

#### 14.6 Meal Periods

Recognized meal periods will be within the middle three (3) hours of any shift which exceeds five (5) hours. The normal meal period will not be less than one-half ( $\frac{1}{2}$ ) and not more than one (1) hour. Lengthening of the scheduled work day will not be achieved by expanding the normal meal period except by mutual agreement.

#### 14.7 Days of Rest

(a) The normal days of rest for eighty (80) hour bi-weekly full-time employees shall be Saturday and Sunday, or Sunday and Monday, or in the case of 4:3 shift pattern, three (3) consecutive days.

(b) The normal days of rest for a seventy-two (72) hour bi-weekly full-time employee shall be Saturday and Sunday, or Sunday and Monday and one additional day throughout the week. The days available for the third (3<sup>rd</sup>) day of rest will be determined by the operational requirements of the station. The third (3<sup>rd</sup>) day of rest will be regularly scheduled and allocated by seniority at the point of assembly.

(c) The normal days of rest under (a) and (b) above may be changed with mutual agreement at the local level.

#### 14.8 Table of Recognized Work Day Lengths and Shift Patterns

(a) Eighty (80) Hour Bi-Weekly Employee

Length of Scheduled Work Day	Shift Pattern (Days on:Days off)
8 hrs.	5:2
8 hrs. 35 min.	5:2, 5:2, 4:3
8 hrs. 55 min.	5:2, 4:3
10 hrs.	4:3

- (b) Seventy-two (72) Hour Bi-Weekly Employee

Length of Scheduled Work Day	Shift Pattern (Days on:Days off)
8 hrs.	5:2, 4:2:1

- (c) Schedules and shift patterns for Lane Inspectors may be changed by mutual agreement at the local level.

- (d) By mutual agreement assistant managers may be scheduled to work shift patterns and length of schedule work days different from those set out in Article 14.8 in accordance with the following principles:

- (1) Eighty (80) hours will be scheduled within a two (2) week period.
- (2) If more than 80 hours in a two (2) week period are scheduled, overtime rates will apply.
- (3) The length of shift can remain flexible with no shift less than six (6) hours per day or longer than ten (10) hours, except by mutual agreement at the local level.

#### 14.9 No Guarantee

The provisions of this Article are not to be construed as a guarantee of hours of work per day or per week.

#### 14.10 Standby

- (a) Where a full-time employee is required to be on standby, he/she shall be compensated at the rate of one (1) hour's pay for each three (3) hours standing by. Employees designated for standby shall be provided with a pager and shall be immediately available for duty during the period of standby.
- (b) Full-time employees will not be designated for stand-by on two (2) consecutive weekends or two (2) consecutive paid holidays.

### ARTICLE 15 - WORKING AWAY FROM REGULAR POINT OF ASSEMBLY

#### 15.1 Relocations of a Temporary Nature

Employees who at the request of the Employer agree to relocate on a temporary basis to a point of assembly other than their regular point of assembly shall be reimbursed for reasonably incurred expenses. Such relocations shall not be between points of assembly greater than thirty-five (35) kilometres apart for a period of time not to exceed thirty (30) days unless mutually agreed between the Employer and the Union. If an employee is relocated during a shift, travel time to the temporary point of assembly shall be considered as time worked. Full-time employees will be reimbursed at the rate of forty-five cents (45¢) per kilometre for commuter mileage that exceeds mileage to and from their regular point of assembly.

All employees shall have the right to refuse to relocate without being subject to disciplinary action for so refusing, except where the Employer is unable to recruit sufficient qualified employees. In such a case, qualified employees, in reverse order of seniority in a classification, shall be required to accept relocation.

#### 15.2 Technicians Working Away from their Point of Assembly

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

## ARTICLE 16 - OVERTIME

### 16.1 Definitions

- (a) "*Straight-time rate*" - means the hourly rate of remuneration;
- (b) "*Time and one-half*" - means one and one-half times the straight-time rate;
- (c) "*Double time*" - means twice the straight-time rate;
- (d) "*Double time and one-half*" - means two and one-half times the straight-time rate.

### 16.2 Overtime Entitlement

- (a) An employee shall be entitled to time and one-half for the first three (3) hours of authorized overtime worked in a day in excess of the regular length of the scheduled work day at the employee's point of assembly, and time and one-half for any hours in excess of forty (40) hours in a week, but excluding from the calculation hours worked in excess of the regular length of the scheduled work day.
- (b) An employee shall be entitled to double time for all overtime hours worked in excess of those set out in paragraph (a) above in a day, and forty-eight (48) hours in a week, but excluding from the calculation overtime hours worked in excess of the regular length of the scheduled work day.
- (c) Overtime shall be compensated in fifteen (15) minute increments.
- (d) It is understood that the regular length of the scheduled work day shall mean the option selected from the table of recognized work day lengths set out in Article 14.8.

### 16.3 Work Beyond Scheduled Shift

All employees shall have the right to refuse to work beyond their scheduled shift. Where the Employer is unable to recruit sufficient qualified employees immediately available at the point of assembly, the following shall apply:

- (a) Qualified employees immediately available at the point of assembly, in reverse order of seniority in a classification at the point of assembly, shall be required to work.

### 16.4 Call-Out Provisions

- (a) *Call Out Compensation* - A full-time employee who is called back to work outside his/her regular working hours shall be compensated for a minimum of three (3) hours at overtime rates. He/she shall be compensated from the time he/she leaves his/her home to report for duty until the time he/she arrives back upon proceeding directly to and from work. It is agreed that "*call out*" means that an employee has been called out without prior notice.
- (b) *Call Out for Emergency Situations* - It is agreed that full-time employees called out for emergency situations who were not on standby will not be expected to perform tasks other than those of an emergent nature.

### 16.5 Rest Interval After Overtime

An employee required to work overtime adjoining his/her regularly scheduled shift shall be entitled to nine (9) clear hours between the end of the overtime work and the start of his/her next regular shift. If nine (9) clear hours are not provided, then that portion of the shift shall be compensated at overtime rates on the next regular shift.

### 16.6 Method of 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 employee and the Employer. If compensatory time off ("*CTO*") cannot be scheduled within three

months of the date of election, cash payment shall be made on the following pay period. CTO shall be equivalent to the rate which would be received if an employee elected monetary payment.

(b) The employee shall advise his or her respective supervisor of his or her election to have either all cash or all compensatory time off for the pay period in which it was earned, no later than the shift following the shift on which the overtime was worked.

(c) The Employer agrees that scheduling of compensatory time off shall not be unreasonably withheld.

### **16.7 Allocation of Overtime**

Overtime shall be allocated on an equitable basis to immediately available qualified employees at the point of assembly in the classification which would normally perform the work.

### **16.8 Overtime Records**

Should a dispute arise concerning the allocation of overtime, the Employer agrees that overtime records shall be maintained and access shall be given to a union representative in the event of a dispute. Such overtime records are to be maintained for a period of one year.

### **16.9 No Pyramiding**

Overtime rates shall apply to the straight time rate only. Premiums are in addition to the overtime rates but are not multiplied by the overtime rates. Employees required to work on a paid holiday or lieu day, pursuant to Article 17.2, shall receive overtime at double-time rates.

## **ARTICLE 17 - PAID HOLIDAYS**

### **17.1 Paid Holidays**

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

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

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

(c) Seven (7) days written notice prior to the scheduled being posted shall be given to the Employer for purposes of scheduling the Personal Day. Subject to operational requirements, the Employer will endeavour to allow as many employees as possible to take their Personal Day upon request.

It is understood that no fewer than two (2) employees per day may be absent for Personal Days and vacations at any point of assembly.

### **17.2 Holidays Falling on a Day of Rest**

(a) When a paid holiday falls on an employee's day of rest, the employee shall be entitled to a day off with pay in lieu. Scheduling of these lieu days shall be by mutual agreement within sixty (60) days

following the paid holiday. If not scheduled within sixty (60) days, it shall be immediately scheduled on the vacation roster.

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

(c) Employees may opt for pay for the holiday instead of the lieu day noted above.

### **17.3 Holiday Coinciding With a Day of Vacation**

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

### **17.4 Paid Holiday Pay**

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

### **17.5 Qualification for Holiday Pay**

To qualify for holiday pay, an employee must:

(a) have been in the employ of the Employer for at least thirty (30) days; and

(b) have worked or earned wages for at least fifteen (15) of the last thirty (30) days before the holiday.

(c) For purposes of (a) and (b) above, time worked includes absence on vacation, an Employer-related WCB claim, bereavement leave, paid sick leave, Employment Insurance sick leave and Union leave and where the employee has returned to work from maternity, adoption or parental leave prior to the paid holiday.

## **ARTICLE 18 - ANNUAL VACATIONS**

### **18.1 Vacation Year**

For the purpose of this Article, the vacation year shall be the twelve (12) month period commencing June 1<sup>st</sup> and ending May 31<sup>st</sup>. "*First vacation year*" shall mean the vacation year in which an employee's first anniversary falls.

### **18.2 Vacation Entitlement**

(a) Full-time employees are entitled to the number of days of vacation as set out below:

(1) First vacation year..... 10 days

(2) Second vacation year: ..... 10 days

(3) Third vacation year: ..... 15 days

(4) Fourth vacation year: ..... 15 days

(5) Fifth vacation year and above..... 15 days and one additional day per year to a maximum of five (5) additional days.

(b) Where an employee is granted a vacation pursuant to this Article, and where the employee's regular length of scheduled work day is greater than eight (8) hours per day, the annual vacation entitlement shall be converted to hours on the basis of an eight (8) hour day and deducted accordingly;

(c) A part-time employee is entitled to annual vacation on a pro rata basis.

(d) Any part-time employee who has not taken vacation or elected to carry over his or her vacation shall have them paid out on the first payroll in December based on the previous May 31<sup>st</sup> year end.

### 18.3 First Incomplete Year of Service

Subject to the provisions of Article 18.5(d) and (e), upon completion of six months of continuous service, an employee may schedule and take five days of vacation prior to May 31<sup>st</sup> with vacation pay calculated at the rate of four percent (4%) of gross wages earned during the first six (6) months of continuous service. In that case, the employee will be entitled to schedule and take the remaining vacation days in the employee's first vacation year with vacation pay calculated as the difference between four percent (4%) of gross wages earned as of May 31<sup>st</sup> and the vacation pay already paid out under this section.

### 18.4 Vacation Pay

An employee is entitled to vacation pay calculated as a percentage of gross wages earned in the year preceding the vacation year:

(1)	First vacation year.....	4%
(2)	Second vacation year.....	4%
(3)	Third vacation year.....	6%
(4)	Fourth vacation year.....	6%
(5)	Fifth vacation year.....	6%
(6)	Sixth vacation year.....	6.2%
(7)	Seventh vacation year.....	6.4%
(8)	Eighth vacation year.....	6.6%
(9)	Ninth vacation year.....	6.8%
(10)	Tenth vacation year.....	7.0%
(11)	Eleventh vacation year.....	7.2%
(12)	Twelfth vacation year.....	7.4%
(13)	Thirteenth vacation year.....	7.6%
(14)	Fourteenth vacation year.....	7.8%
(15)	Fifteenth vacation year and above.....	8.0%

The first pay period in June, employees shall be notified of the vacation entitlement and percentage for the year.

### 18.5 Vacation Scheduling

(a) Except as provided in Article 18.6, vacations must be taken within the vacation year following the year in which the vacation is earned.

(b) An employee earns but is not entitled to receive vacation leave during the first six (6) months of continuous employment.

(c) Subject to operational requirements, the Employer will endeavour to allow as many full-time employees as possible to take their vacation at any time of the year.

(1) In peak work periods, a minimum of one (1) full-time employee at each point of assembly take his or her vacation subject to Article 18.5(d) of this Agreement and subject to operational requirements;

(2) Notwithstanding (1) above, during July, August and December a minimum of two (2) Inspectors and at a point of assembly may be away at time.

- (d) (1) A preference in selection of vacation time shall be determined at each of the point of assemblies on the basis of seniority within the point of assembly. At head office a preference in selection of vacation time shall be determined by seniority in each department.
- (2) An employee shall be entitled to receive his or her vacation in an unbroken period. Employees wishing to split their vacation may exercise their seniority rights in their first choice within each vacation block. Seniority shall prevail in the choice of the subsequent vacation period, but only after all first vacation periods have been selected.
- (e) (1) Vacations schedules will be posted between February 1<sup>st</sup> and March 1<sup>st</sup> for the subsequent vacation year.
- (2) Employees who do not exercise their seniority rights during this period shall not be entitled to exercise those rights with respect to any vacation time previously selected by employees with less seniority. The Employer reserves the right to schedule vacation for those employees who have not selected their vacation by May 31<sup>st</sup> except for vacation to be carried over in accordance with Article 18.6 of this Agreement.
- (3) Vacation time not selected by February 28<sup>th</sup> (29<sup>th</sup>) will be approved on a first come, first serve basis and is subject to operational requirements.
- (4) The Employer shall make every reasonable effort to contact employees who are absent in order to establish such employees' preference for vacation.

### **18.6 Vacation Carry Over**

- (a) An employee may carry over up to five (5) days vacation leave per vacation year except that such vacation carry over shall not exceed ten (10) days at any time.
- (b) A single vacation period which overlaps the end of a vacation year (May 31<sup>st</sup>) shall be considered as vacation for the vacation year in which the vacation commenced. The portion of vacation taken subsequent to but adjoining May 31<sup>st</sup> shall not be considered a vacation carry over, nor as a choice for the subsequent vacation year.

### **18.7 Call Back From Vacation**

- (a) Employees who have commenced their annual vacation shall not be called back to work, except in case of extreme emergency.
- (b) When, during any vacation period, an employee is recalled to duty, he/she shall be reimbursed for all expenses incurred by him/herself, in proceeding to his/her place of duty and in returning to the place from which he/she was recalled upon resumption of vacation, upon submission of receipts (except for meals) to the Employer. If an employee's approved vacation is cancelled because of operational requirements, and he/she has incurred non-refundable expenses for the vacation, he/she will be reimbursed upon provision of receipts to the Employer. Proof that expenses were non-refundable will also be required.
- (c) Time necessary for travel in returning to his/her place of duty and returning again to the place from which he/she was recalled shall not be counted against his/her remaining vacation entitlement.

## **ARTICLE 19 - TRAINING**

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

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

### **19.2 Reimbursement for Approved Courses**

- (a) Employees who request courses shall, upon successful completion of Employer pre-approved job related courses, be reimbursed up to one hundred percent (100%) of Employer pre-approved costs.
- (b) Termination of employment will nullify any obligation of assistance by the Employer.

### **19.3 Training Away From Regular Point of Assembly**

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

### **19.4 Examinations**

Employees shall be permitted to write any examination required by the Employer, upon satisfactory completion of the necessary term of service and training programs. Employees who fail an examination are eligible to be re-examined. Employees may, upon request, discuss with the Human Resources department, to review their examination, but will not be given a copy of the exam. This provision shall not apply to examinations set as a condition of employment.

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

### **20.1 Bereavement Leave**

- (a) In the case of bereavement in the immediate family an employee not on leave of absence without pay shall be entitled to bereavement leave, at his/her regular rate of pay, from the date of death to and including the day of the funeral with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed four (4) work days.
- (b) Immediate family is defined as an employee's parent, spouse, child, brother, sister, father-in-law, mother-in-law, and any other relative permanently residing in the employee's household or with whom the employee permanently resides.
- (c) In the event of the death of the employee's grandparents, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents-in-law, the employee shall be entitled to bereavement leave for one (1) day for the purpose of attending the funeral..
- (d) Part-time employees shall be entitled to bereavement leave as outlined above, but such leave shall be without pay.

### **20.2 Special Leave**

- (a) Where leave from work is required, an employee shall be entitled to special leave at his/her regular rate of pay for the following:
  - (1) marriage of the employee.....three (3) days;
  - (2) attend wedding of the employee's child ..... one (1) day;
  - (3) birth or adoption of the employee's child..... one (1) day;
- (b) Two (2) weeks notice is required for leave under (a)(1) and (2).
- (c) For the purpose of (a)(2), leave with pay will be only for the work day on which the situation occurs.

- (d) Part-time employees shall be entitled to special leave without pay.

### **20.3 Family Illness**

In the case of illness or hospitalization of the spouse or a dependent child of an employee, and no one at the employee's residence other than the employee can provide for the needs of the ill spouse or child, the employee shall be entitled, after notifying his/her supervisor, to a maximum of two (2) days leave without pay at any one time for this purpose. Proof of illness may be required if a pattern of consistent absences is developing.

### **20.4 Leave for Court Appearances**

- (a) The Employer shall grant paid leave to full time employees who serve as jurors or witnesses in a court action, provided such court proceeding is not occasioned by the employee's private affairs.
- (b) The employee shall advise his/her supervisor as soon as he/she is aware that such leave is required.

### **20.5 General Leave**

The Employer may grant leaves of absence without pay to an employee requesting such leave with good and sufficient reason. A request for a leave of absence in excess of one (1) week must be in writing to the Employer who shall reply in writing within ten (10) days of receipt of request. Approval shall not be unreasonably withheld. Requests for leave of absence without pay must satisfy the following conditions:

- (a) employees shall lose all seniority if new employment is taken on a leave of absence from the Employer;
- (b) the length of the leave of absence must be stated in writing to the Employer;
- (c) other health and welfare benefit coverage shall be continued until the end of the month in which the leave of absence commences. At the employee's option and with the permission of the carrier, other health and welfare benefit coverage may be continued upon the employee tendering premiums for the coverage prior to the commencement of the leave of absence.
- (d) leave of absences will not be granted for the purposes of other employment.

### **20.6 Maximum Leave Entitlement**

Leaves taken under Articles 20.2 and 20.3 shall not exceed a total of forty (40) hours per calendar year, unless additional special leave is approved by the Employer.

### **20.7 Maternity Leave**

- (a) An employee is entitled to maternity leave of up to seventeen (17) weeks without pay.
- (b) An employee shall notify the Employer in writing of the expected date of the termination of her pregnancy. Such notice will be given at least eleven (11) weeks prior to the expected date of the termination of the pregnancy.
- (c) The period of maternity leave shall commence six (6) weeks prior to the expected date of the termination of the pregnancy. The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner.

### **20.8 Parental Leave or Adoption Leave**

Upon written request at least four (4) weeks prior to commencement date, parental leave or adoption leave under this section shall be granted as follows.

- (a) For a birth mother who takes leave under Clause 20.7 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-five (35) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Clause 20.7 unless the Employer and employee agree otherwise.
- (b) For a birth mother who does not take leave under Clause 20.7 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event.
- (c) For a birth father, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event.
- (d) For an adopting parent, up to thirty-seven (37) consecutive weeks of unpaid leave beginning within fifty-two (52) weeks after the child is placed with the parent.
- (e) Where both parents are employees of the Employer, the employees shall determine the apportionment of the thirty-seven (37) weeks.
- (f) The above leave requests must be supported by appropriate documentation.
- (g) An employee's combined entitlement to leave under Clause 20.7 and this section is limited to fifty-two (52) weeks plus any additional leave the employee is entitled to under section 20.7(c) or (i) below.
- (h) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under (a), (b), (c) or (d) above.

## **20.9 Extension of Leaves**

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

## **20.10 Benefits Continuation**

- (a) For leaves taken pursuant to Articles 20.7, 20.8, and 20.9 the Employer shall maintain existing coverage for medical, extended health, dental, and group life insurance and shall pay the Employer's share of the premiums, provided the employee provides payment prior to the first day of each month.
- (b) Notwithstanding (a) above, should an employee be deemed to have resigned in accordance with Article 20.11 the Employer will recover monies paid pursuant to this Clause. It is specifically agreed that the Employer may withhold these monies from any final amounts owing to the employee for wages, holiday pay or other funds owing to the employee.

## **20.11 Deemed Resignation**

An employee shall be deemed to have resigned on the date upon which leave pursuant to Articles 20.7, 20.8, and 20.9 commenced if he/she does not return to work.

## **20.12 Entitlements Upon Return to Work**

- (a) Vacation entitlement shall continue to accrue while an employee is on leave pursuant to Articles 20.7, 20.8 and 20.9 providing the employee returns to work for a period of not less than six (6) months. Vacation earned pursuant to this clause may be carried over to the following year. Vacation pay shall be calculated pursuant to Article 18.4.

(b) An employee who returns to work after the expiration of maternity, parental, adoption or extensions to such leaves shall retain the seniority the employee had accumulated prior to commencing the leave and shall be credited with seniority for the period of time covered by the leave.

(c) On return from maternity, parental, adoption or extension to such leaves, an employee shall be placed in the employee's former position or in a position of equal rank and basic pay.

## ARTICLE 21 - OCCUPATIONAL HEALTH AND SAFETY

### 21.1 Statutory Compliance

The Union and the Employer agree that they are bound by regulations made pursuant to statutes of the Province of British Columbia pertaining to health and safety of the working environment.

### 21.2 Safety Program

The Employer shall establish a Safety Committee and schedule monthly meetings with representatives of employees from each district to discuss health and safety matters. The Employer shall maintain a record of the meeting and matters discussed. Copies of the monthly report shall be sent to members of the Labour Management Committee. Each worksite shall be entitled to a Union designated safety representative to report to the Safety Committee. Monthly meetings will be scheduled during normal working hours. Whenever a committee member attends during off duty hours, he/she shall be paid at straight time rates. The Union shall appoint five (5) members to the Safety Committee from amongst the safety representatives.

### 21.3 Unsafe Work Conditions

Where an employee acts in compliance with Section 3.12 and 3.13 of the Worker's Compensation Board Occupational Health and Safety Regulations, the employee shall not be subject to disciplinary action.

### 21.4 Injury Pay Provision

An employee who is injured on the job during working hours shall first be seen by a First Aid Attendant and if required to leave for treatment or be sent home for such injury, shall receive payment for the remainder of his or her shift.

### 21.5 Transportation of Accident Victims

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

### 21.6 Investigation of Accidents

(a) Pursuant to Division 10 of the *Workers' Compensation Act*, all accidents requiring medical treatment or serious near misses, shall be investigated jointly by at least one (1) representative designated by the BCGEU and one (1) management representative.

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

- (1) Workers' Compensation Board;
- (2) Occupational Health and Safety Committee; and
- (3) Area Office.

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

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

- (a) The Union and the Employer agree that First Aid Regulations made pursuant to the *Workers' Compensation Act* shall be fully complied with.
- (b) Where the Employer requires an employee to perform first aid duties in addition to the normal requirements of the job, the cost of obtaining and renewing the required type of First Aid Certificate shall be borne by the Employer and leave to take the necessary courses shall be granted with pay.
- (c) Employees required to possess a First Aid Certificate and who are designated to act as the First Aid Attendant in addition to their normal job responsibilities, shall receive a First Aid Premium of thirty cents (30¢) per hour.
- (d) The Employer shall provide and maintain a certified first aid kit at each point of assembly as required by WCB regulations.

### **21.8 Unresolved Safety Issues**

Unresolved safety issues may be referred to the Labour/Management Committee for possible resolution. This provision does not limit any right to seek a resolution from the WCB.

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

The Employer agrees to comply with regulations made pursuant to WHMIS.

## **ARTICLE 22 - ADJUSTMENT PLAN**

Where the Employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees, the parties shall conduct themselves as provided by Section 54 of the *Labour Relations Code*, as amended from time to time.

## **ARTICLE 23 - CONTRACTING**

### **23.1 No Contracting Out Which Results in Layoff**

The Employer agrees not to contract out any of the Employer's work covered by this Agreement which would result in the laying off of employees or failure to recall qualified employees.

## **ARTICLE 24 - BENEFIT PLANS**

### **24.1 Benefits**

The Employer shall provide and pay seventy-five percent (75%) of the premium costs for permanent full-time employee, for the following existing benefits plans or as amended per Article 24.6:

- (a) British Columbia Medical Services Plan
- (b) Group Health as provided in the carrier's benefit booklet and as agreed to by the Parties.

The Employer agrees to provide seven (7) days per year of paid sick leave, which may be carried over for a maximum of one (1) year or the company agrees to pay out to the employee seventy-five percent (75%) of the unused sick days to which the employee is entitled.

Sick days to be paid out on the first payroll of December, following the completion of the entitlement year.

For the purpose of this article, the sick days shall be calculated on the twelve (12) month period commencing June 1<sup>st</sup> and ending May 31<sup>st</sup>. Any employee becoming entitled to sick days during the calculation period shall receive a pro-rata entitlement.

#### **24.2 Health and Welfare**

Effective January 1<sup>st</sup>, 2007, permanent part-time employees shall receive sixty-five cents (65¢) cents for each straight-time hour worked in lieu of health and welfare benefits.

#### **24.3 Doctor's Certificate of Inability to Work**

- (a) The Employer may require an employee who is unable to work because of illness or injury to provide a statement from a qualified medical practitioner. The Employer may also require an employee who is returning to work from illness or injury to provide a statement from a qualified medical practitioner certifying the employee is fit to return to work.
- (b) The cost of all medical certificates required by the Employer, or the Employer's carrier, shall be borne by the Employer.

#### **24.4 Medical Examination**

Where the Employer requires an employee to submit to a medical examination or medical interview, it shall be at the Employer's expense and on the Employer's time. The medical examination or medical interview may be conducted by a physician of the Employer's choice.

#### **24.5 Subrogation**

- (a) Weekly indemnity benefits will be reduced by all disability income benefits to which the absent employee is entitled except disability income which was being received prior to the illness or injury resulting in the employee being absent from work and which is unrelated to the illness or injury causing the current absence. Other disability income benefits will include:
  - (1) any amount the absent employee receives from group insurance, wage continuation or pension plan of the Employer;
  - (2) any amount of disability income provided by any compulsory act or law, except Unemployment Insurance sickness benefits and WCB benefits;
  - (3) any periodic benefit payment from the Canada or Quebec Pension Plan or other social security plan of any country.
- (b) Notwithstanding the above, in the case of ICBC Weekly Indemnity payments or, in the case of personal insurance coverage, integration will apply to the extent that the combination of Plan benefits and ICBC Weekly Indemnity payments, or personal insurance disability income benefits exceed either:
  - (1) one hundred percent (100%) of pay; or
  - (2) the applicable benefit percentage of the individual's average total monthly income in the twelve (12) month period immediately preceding commencement of the disability, whichever is the greater. Where this provision is to apply, the employee will be required to provide satisfactory evidence of his/her total monthly income.
- (c) Notwithstanding the above, where an employee makes a successful wage loss claim against a third party for an injury for which the employee received or would receive weekly indemnity benefits,

the Employer will be entitled to recover or decrease Plan benefits by an amount equal to the amount that Plan benefits in combination with the wage loss claim paid exceed one hundred percent (100%) of pay.

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

#### **24.6 Arrangement of Benefit Plans**

- (a) The benefits plan shall be jointly administered by the Employer and the Union through a committee with equal representation. The joint Employer/Union committee, may from time to time, amend the benefit coverage.
- (b) The Employer's cost of providing benefits to eligible employees will be based upon the fixed contributions at date of ratification. The cost of the benefit plan will be fixed for a period of twelve (12) months from the date of the commencement of the agreement. The cost is subject to a maximum escalation of 5% per year there after for the duration of the Collective Agreement except for any increases from Medical Services of BC for which the Employer shall be liable for seventy-five percent (75%) of the increase.
- (c) The joint Employer/Union committee shall review any cost savings achieved. These savings will be rebated to the employees through either premium reduction, premium holidays or a method determined by the committee.
- (d) The Union and the Employer's recognize and agree that the obligation and liability with regard to providing the benefit and insurance coverage agreed to in this article is in all events limited to arranging the underwriting of coverage by insurers and to the internal procedural administration of the plans. The Union and the Employer shall not be held liable for refusal by insurers to underwrite any plan, for cancellation of coverage by insurers, or for the rejection of any claim or claims by insurers.

#### **24.7 Employee's Responsibility**

It is understood and agreed that it is the responsibility of each employee to be familiar with the specific details of coverage and eligibility requirements of all benefit plans. Neither the Union nor the Employer has any direct responsibility for ensuring that all requirements of eligibility or conditions of coverage or entitlement to benefits are made by the employee beyond the obligations specifically stipulated in this Agreement.

#### **24.8 EAP Program**

The Employer will implement and fund an Employee Assistance Program for all employees.

### **ARTICLE 25 - EMPLOYEE EQUIPMENT AND CLOTHING**

#### **25.1 Uniforms**

- (a) The Employer shall provide and maintain the appropriate uniform or wearing apparel to employees required to wear a uniform or standard form of apparel.
- (b) The Employer shall not introduce changes in style of uniforms without prior consultation with the Union.
- (c) All issue clothing shall be new wherever possible. If used clothing must be issued, it shall be cleaned and in good condition. Used footwear shall not be issued at any time. This shall not include outer footwear such as overshoes, etc.

(d) Beginning the first year of this contract, the Company will provide new uniforms every three (3) years, or such sooner dates as the Company decides in its sole discretion. The Labour Management Committee shall make non-binding recommendations to the Company regarding the type, quantity, style and quality of uniforms. For purpose of this clause, start date, shall have been 1996.

(e) The Employer agrees to issue a parka to all employees for their use at work during the winter season. Such parka shall either be new or cleaned and in good condition upon issue to the employee. An employee who leaves the employment of the Employer shall be required to return the parka which will only be reissued to another employee if it is in good condition and after being cleaned.

## **25.2 Tools**

(a) Employees will not be required to provide work tools or equipment.

(b) The Labour Management Committee shall make non-binding recommendations to the Company regarding tools and equipment.

## **ARTICLE 26 - RATES OF PAY AND CLASSIFICATION**

### **26.1 Rates of Pay**

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

### **26.2 Classifications and Salary Assignments**

(a) When a new or substantially altered classification covered by this Agreement is introduced, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree, the matter will be referred to arbitration, pursuant to Article 9. In determining an appropriate rate of pay for the position, the parties and the arbitrator shall compare the new position to existing positions in the bargaining unit with respect to the skill, effort and responsibility required in the performance of the work and the conditions under which the work is performed.

(b) Upon the new or substantially altered position being introduced, an employee may be placed in the position and paid a rate set by the Employer. Upon a rate being established in accordance with the provisions of the collective agreement, the employee will be paid the established rate with adjustment being made to the rate retroactively if necessary.

(c) The recognized job description for each bargaining unit position shall be the job description presented by the Union.

(d) It is recognized that there will be other duties that the Employer may assign to employees that are not listed in the specific job descriptions. In cases where the Employer is unable to recruit sufficient qualified employees for immediate availability, the most junior employee shall be required to work the assignment.

(e) The Employer and the Union shall meet within five (5) days of the establishment of a new position or newly created work to bargain/negotiate the inclusion of the position in the bargaining unit, if appropriate, the job description and rate of pay. If the Parties are unable to agree, the matter will be referred to arbitration pursuant to Article 9.

### **26.3 Pay Days**

(a) Employees shall be paid biweekly.

(b) A comprehensive statement detailing all payments, allowances and deductions shall be provided for each pay period.

(c) The Employer and the Union agree that the Employer will direct deposit, without cost to the employee, an employee's pay in a participating chartered bank, trust company or credit union of the employee's choice. The Union and the Employer agree that upon commencement of employment, the employee will authorize the direct deposit in writing.

#### **26.4 Substitution Pay**

(a) An employee will be granted substitution pay for a minimum of two (2) hours where the employee is designated or assigned by the manager or their designee, to perform the principal duties of a higher paying position. Substitution pay is not payable when an employee has not been designated or assigned by the Employer to substitute at the point of assembly.

(b) Substitution to a higher paying position shall be offered to the most senior qualified employee in the appropriate classification at the point of assembly.

(c) The Employer shall establish and maintain a list of qualified employees eligible for substitution to the assistant manager rate:

(1) Employees shall apply in writing for placement on the list;

(2) Qualifications shall be established by the Employer and the union and reviewed as required.

#### **26.5 Reporting Pay**

Employees who report for work at the call of the Employer shall be guaranteed a minimum of:

(a) four (4) hours pay at the employee's classified straight time rate of pay if the employee commences work; or

(b) two (2) hours pay at the employee's classified straight time rate of pay if the employee does not commence work.

#### **26.6 Pay on Temporary Assignment**

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

### **ARTICLE 27 - PREMIUMS AND ALLOWANCES**

#### **27.1 Notice of Work Schedules**

In the event that a regularly scheduled employee's work schedule or shift is changed without three (3) days' advance notice, (full-timers and those scheduled under 14.3(b)) and the change results from the fault of the Employer, the employee shall receive a premium of one dollar (\$1.00) per hour for work performed on the first shift to which he/she was changed.

#### **27.2 Exchange of Shifts**

Employees may exchange shifts with the approval of the Employer, provided that, whenever possible, sufficient advance notice in writing is given and provided that there is no increase in cost to the Employer.

**27.3 Vehicle Allowance**

Vehicle allowances for all distances travelled on Employer business shall be paid to employees required to use their own vehicles in the performance of their duties. Vehicle allowances shall be forty-two cents (42¢) per kilometre.

**27.4 Meal Allowance**

Employees on approved travel status shall be reimbursed for receipted expenses for meals during the time spent away in accordance with the Employer's current policy.

**27.5 Telephone Allowance**

Employees on travel status who are required to obtain overnight accommodation shall be entitled to claim up to five dollars (\$5.00) per night in telephone charges to call home to or within British Columbia.

**27.6 Janitorial Work**

All employees, shall have the right to refuse to perform janitorial duties without being subject to disciplinary action for so refusing, except where the Employer is unable to recruit sufficient employees on site. In such a case employees, in reverse order of seniority, shall be required to perform the janitorial duties.

**27.7 Shift Premium**

Employees employed as Technicians and Mechanical Technicians, and scheduled to commence work between the hours of 3:00 p.m. and 10:59 p.m. inclusive, shall receive a shift premium of fifty cents (50¢) for all hours worked.

**ARTICLE 28 - LABOUR MANAGEMENT COMMITTEE****28.1 Committee**

- (a) The Employer and the Union agree to establish a Labour/Management Committee comprised of three (3) Employer designates and two (2) Union Representatives plus one (1) Staff Representative. The Committee shall meet at the request of either party, but not more than once per month at a place and time to be mutually agreed.
- (b) The Committee shall be co-chaired by an Employer and Union representative. The purpose of the meetings shall be to exchange information of mutual interest, to review administrative matters arising from this Agreement, to review trends in training programs for the purpose of evaluating potential employee needs, and to maintain effective Union/Management relations. Any discussion of grievances as defined by this Agreement, shall be treated strictly on a "*without prejudice*" basis.

**ARTICLE 29 - GENERAL CONDITIONS****29.1 Point of Assembly**

Each employee will be assigned a regular point of assembly, such as an inspection centre or office.

**29.2 Employer Vehicle Use**

An Employer vehicle will be made available to technicians for reasonable use in the field.

### 29.3 Indemnity

#### (a) *Civil Actions*

Except where there has been misconduct or flagrant or wilful negligence on the part of an employee, the Employer agrees not to seek indemnity against an employee whose actions result in a judgment against the Employer. The Employer agrees to pay any judgment against an employee arising out of the proper performance of his/her duties. So long as no conflict of interest arises between the Employer and the employee, the Employer agrees to provide legal representation for the employee at its expense.

#### (b) *Criminal Actions*

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

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

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

### 29.4 Payroll Deductions

- (a) An employee shall be entitled to have deductions from his/her salary assigned for the purchase of Canada Savings Bonds.
- (b) In the case of an employee who is receipt of Employment Insurance sick leave benefits, Workers' Compensation benefits or who is on unpaid leave of absence, the required amount must be paid prior to the first day of each month.

### 29.5 Copies of Agreement

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

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

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

COLLECTIVE AGREEMENT  
between  
ENVIROTEST CANADA  
and the  
B.C. GOVERNMENT AND SERVICE

EMPLOYEES' UNION  
(BCGEU)

Effective September 1, 2006 to December 31, 2009

- (c) All Agreements shall be printed in a union shop and shall bear a recognized union label.
- (d) The Union will provide copies of the printed Agreement to the Employer within ninety (90) days of the signing. The Employer will distribute to the stewards by internal mail, who then will provide each member with a copy. Ninety (90) days may be waived in extenuating circumstances.

### **29.6 Cashier Policy**

Employees who perform duties as cashiers shall not be penalized for cash errors, except as provided under the progressive discipline system. Cashiers who do make excessive and too frequent cash errors shall be:

- (a) provided with further training as a cashier; or,
- (b) liable for disciplinary action provided there was no success in (a).

## **ARTICLE 30 - TERM OF AGREEMENT**

### **30.1 Term of Agreement**

This Agreement shall be binding on the parties and shall be effective from the date of ratification until midnight December 31, 2009.

### **30.2 Notice to Bargain**

- (a) This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after September 30, 2009, but in any event not later than midnight, September 30, 2009.
- (b) Where no notice is given by either party prior to September 30, 2009, both parties shall be deemed to have given notice under this section on September 30, 2009.
- (c) All notices on behalf of the Union shall be given by the President of the Union or his/her designate and similar notices on behalf of the Employer shall be given by the General Manager or his/her designate.
- (d) Where a party to this Agreement has given notice under sub-section (a) above, the parties shall, within ten (10) days after the notice was given or at such other times as may be mutually agreed, commence collective bargaining.
- (e) Should the province of British Columbia decide or should the Employer decide that its contract for motor vehicle inspection will not be renewed, the obligation to engage in collective bargaining with the Union shall cease for all purposes as of that date.

### **30.3 Agreement to Continue in Force**

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

### **30.4 Changes in Agreement**

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

**30.5 Limitations**

- (a) The signing of this Agreement supersedes all other Agreements and understandings between the parties hereto.
- (b) The parties hereto agree that the operation of Section 50(2) and 50(3) of the *Labour Relations Code* is hereby excluded.

**APPENDIX A**

General Manager  
District Manager  
Financial Manager  
Public Relations Manager  
Engineering Manager  
Maintenance Manager  
Human Resources Manager  
Human Resources Assistant  
Systems Manager  
Station Manager  
Quality Assurance Manager  
Manager of Operations and Contract Performance

## APPENDIX B

Classification		Sept. 1, 2006	Jan. 1, 2007	Jan. 1, 2008	Jan. 1, 2009
Lane Inspector	<i>Probation:</i>	12.95	13.20	13.30	13.55
	<i>End of Probation:</i>	14.95	15.20	15.30	15.55
	<i>After 1 year:</i>	15.75	16.00	16.10	16.35
	<i>After 2 years:</i>	16.75	17.00	17.10	17.35
Clerk IV	<i>Probation:</i>	18.45	18.70	18.80	19.05
	<i>End of Probation:</i>	19.45	19.70	19.80	20.05
	<i>After 1 year:</i>	19.70	19.95	20.05	20.30
	<i>After 2 years:</i>	19.95	20.20	20.30	20.55
Clerk III	<i>Probation:</i>	17.45	17.70	17.80	18.05
	<i>End of Probation:</i>	18.45	18.70	18.80	19.05
	<i>After 1 year:</i>	18.70	18.95	19.05	19.30
	<i>After 2 years:</i>	18.95	19.20	19.30	19.55
Clerk II	<i>Probation:</i>	16.45	16.70	16.80	17.05
	<i>End of Probation:</i>	17.45	17.70	17.80	18.05
	<i>After 1 year:</i>	17.70	17.95	18.05	18.30
	<i>After 2 years:</i>	17.95	18.20	18.30	18.55
Clerk I	<i>Probation:</i>	15.45	15.70	15.80	16.05
	<i>End of Probation:</i>	16.45	16.70	16.80	17.05
	<i>After 1 year:</i>	16.70	16.95	17.05	17.30
	<i>After 2 years:</i>	16.95	17.20	17.30	17.55
Payroll 1/ Accounting II	<i>Probation:</i>	18.75	19.00	19.10	19.35
	<i>End of Probation:</i>	19.75	20.00	20.10	20.35
	<i>After 1 year:</i>	20.00	20.25	20.35	20.60
	<i>After 2 years:</i>	20.25	20.50	20.60	20.85
Accounting I	<i>Probation:</i>	17.75	18.00	18.10	18.35
	<i>End of Probation:</i>	18.75	19.00	19.10	19.35
	<i>After 1 year:</i>	20.00	20.25	20.35	20.60
	<i>After 2 years:</i>	20.25	20.50	20.60	20.85
Info Line I	<i>Probation:</i>	15.70	15.95	16.05	16.30
	<i>End of Probation:</i>	16.70	16.95	17.05	17.30
	<i>After 1 year:</i>	16.95	17.20	17.30	17.55
	<i>After 2 years:</i>	17.20	17.45	17.55	17.80
Tech III	<i>Probation:</i>	21.95	23.28	24.61	25.94
	<i>End of Probation:</i>	22.95	24.28	25.61	26.94
	<i>After 1 year:</i>	23.20	24.53	25.86	27.19
	<i>After 2 years:</i>	23.45	24.78	26.11	27.44
Tech II	<i>Probation:</i>	20.95	22.28	23.61	24.94
	<i>End of Probation:</i>	21.95	23.28	24.61	25.94
	<i>After 1 year:</i>	22.20	23.53	24.86	26.19
	<i>After 2 years:</i>	22.45	23.78	25.11	26.44
Tech I	<i>Probation:</i>	19.95	21.28	22.61	23.94
	<i>End of Probation:</i>	20.95	22.28	23.61	24.94
	<i>After 1 year:</i>	21.20	22.53	23.86	25.19
	<i>After 2 years:</i>	21.45	22.78	24.11	25.44
Assistant Manager	<i>Probation:</i>	17.45	17.70	17.80	18.05
	<i>End of Probation:</i>	18.45	18.70	18.80	19.05
	<i>After 1 year:</i>	18.70	18.95	19.05	19.30
	<i>After 2 years:</i>	18.95	19.20	19.30	19.55

<b>Classification</b>		<b>Sept. 1, 2006</b>	<b>Jan. 1, 2007</b>	<b>Jan. 1, 2008</b>	<b>Jan. 1, 2009</b>
Mechanical Tech II	<i>Probation:</i>	18.95	20.28	21.61	22.94
	<i>End of Probation:</i>	19.95	21.28	22.61	23.94
	<i>After 1 year:</i>	20.20	21.53	22.86	24.19
	<i>After 2 years:</i>	20.45	21.78	23.11	24.44
Mechanical Tech 1	<i>Probation:</i>	17.95	19.28	20.61	21.94
	<i>End of Probation:</i>	18.95	20.28	21.61	22.94
	<i>After 1 year:</i>	19.20	20.53	21.86	23.19
	<i>After 2 years:</i>	19.45	20.78	22.11	23.44
Mechanical Labourer	<i>Probation:</i>	16.45	16.70	16.80	17.05
	<i>End of Probation:</i>	17.45	17.70	17.80	18.05
	<i>After 1 year:</i>	17.70	17.95	18.05	18.30
	<i>After 2 years:</i>	17.95	18.20	18.30	18.55

Employees employed by the Company on July 5<sup>th</sup>, 1993, will have a common anniversary date of September 1<sup>st</sup>. Employees who were hired into a classification after July 5<sup>th</sup>, 1993, will have an anniversary date of their hire. Wage increase will occur on each employee's anniversary date.

Wage increases for Lane Inspectors, Mechanical Labourers and office staff:

\$0.25 on January 1, 2007

\$0.10 on January 1, 2008

\$0.25 on January 1, 2009

Wage increases and labour market adjustments for Technicians and Mechanical Technicians:

\$1.33 on January 1, 2007

\$1.33 on January 1, 2008

\$1.33 on January 1, 2009

**MEMORANDUM OF UNDERSTANDING #1**

**Between  
Envirotest Canada  
("the Employer")  
and  
BC Government and Service Employees' Union  
("the Union")**

**INSPECTION CENTRES**

1. The Employer has the right to schedule part-time employees to work at each of its Inspection Centres.
2.
  - (a) The Employer will assign weekly blocks of shifts in order of seniority to part-time employees in the Inspector classification at each Inspection Centre. The most senior part-time employee shall be scheduled for the weekly block of shifts containing the greatest number of hours.
  - (b) Where additional work becomes available on a daily basis, it shall be offered to employees either:
    - (i) available at the Inspection Centre in order of seniority, providing it does not result in overtime; or,
    - (ii) where the work is not offered to employees at the Centre, it shall be offered to employees off site in order of seniority at the Inspection Centre.
  - (c) Part-time employees who have restricted their availability ("*restricted employee*") are entitled to maintain such restriction. Restricted employees will be scheduled according to their seniority along with all other employees. In the event their scheduling conflicts with their declared restriction, restricted employees shall then be scheduled, after initial scheduling, according to their seniority.
3. Nothing in this Memorandum of Understanding shall preclude the Employer from laying off employees in accordance with the provisions of Article 13 if there is insufficient work to maintain this level of full time employment.
4. Where one of the full-time positions referred to in this Memorandum becomes vacant and there is sufficient work available for the position to be filled, the Employer will post the vacancy in accordance with the provisions of Article 12 of the Collective Agreement.
5. An employee who can demonstrate an assurance of full time employment at time of hire shall have his/her name added to the list. Such claims shall be made within thirty (30) days of ratification of the Agreement and will only apply to those employees hired in 1992.

**MEMORANDUM OF UNDERSTANDING #2**

**Between  
Envirotest Canada  
("the Employer")  
and  
BC Government and Service Employees' Union  
("the Union")**

Whereas the Employer has declared its intention to install video monitoring equipment in the AirCare worksites, the Union has expressed its concern with respect to the use of such video monitoring equipment, the parties agree as follows:

- (a) Video monitoring equipment may be used to protect the safety of employees, secure the Employer's property, and maintain the integrity of the test process. The Employer shall disclose to the Union/Stewards the location of any and all monitoring cameras.
- (b) Video records derived from the video monitoring equipment will not be used as evidence to support discipline for performance related issues unless the discipline involves: conduct that is wilful, flagrant or grossly negligent and results in injury; the security of the Employer's property; or the integrity of the test process.
- (c) Nothing in this Letter of Understanding shall be deemed to limit the right of the Employer to use the video records derived from the video monitoring equipment for training and process improvement purposes.
- (d) Video records will be kept confidential. Access will be limited to those individuals requiring access for the reasons outlined in Clauses (a) through (c) above.
- (e) Video monitoring equipment will not be installed by the Employer in staff washrooms, lunchrooms, locker areas and employee lounges.
- (f) The Union agrees not to file any grievance concerning the Employer's installation of the video monitoring equipment in the AirCare worksites.

**MEMORANDUM OF UNDERSTANDING #3**

**Between  
Envirotest Canada  
("the Employer")  
and  
BC Government and Service Employees' Union  
("the Union")**

The parties agree that the purpose of this LOU is to provide clarification of the term "*sufficient*" as it is used in Article 16.3. Nothing in this LOU is intended to limit or otherwise alter the rights of either party in any other provision of the collective agreement.

Pursuant to Article 16.3, where requested by either party at the local level, the following process will be used as an aid to determining when sufficient qualified employees are available to test vehicles at the end of the day.

The manager on duty will assess the vehicle traffic in the queue at or near 15 minutes prior to closing.

- (a) If there are 2 or fewer cars in each open lane, the manager will place a cone/sawhorse behind the vehicles in up to 50% of the lanes. This will indicate that these lanes will be closed once the vehicles in those lanes are tested. Lane 1 at each station will not be closed until all vehicles have been tested.
- (b) If there are more than 2 cars in each open lane, all open lanes will continue to test cars until the 2 car limit is reached. Then, the procedure in (a) above will apply.

Once the lane or lanes are set up to be closed (i.e., the cone/sawhorse is placed behind a vehicle), they will only be reopened if:

- (c) There is an end-of-day rush that results in any of the remaining lanes reaching 5 cars or more. If this occurs, the lanes that had previously been designated to close will reopen until the 2-car limit is reached, at which time the procedure in (a) above will apply.
- (d) There is a malfunction in one of the lanes remaining open that make it impossible to continue testing vehicles in that lane. If this occurs, and one or more of the lanes designated to close will reopen. Every reasonable effort will be made to accommodate senior employees who wish to go home, by replacing them with onsite and available junior employees.

The parties agree to review the operation of this agreement and resolve any issues through the Labour Management Committee.

**MEMORANDUM OF UNDERSTANDING #4**

**Between  
Envirotec Canada  
("the Employer")  
and  
BC Government and Service Employees' Union  
("the Union")**

The Employer shall, with input from employees, produce job descriptions for each classification in the bargaining unit. Each classification's job description will be reviewed by a Joint Union and Employer Committee. When the Committee has agreed that the job description is accurate, it will be signed off by the Committee. This process will be completed within six (6) months of ratification of the Collective Agreement.

**MEMORANDUM OF UNDERSTANDING #5**

**Between  
Envirotest Canada  
("the Employer")  
and  
BC Government and Service Employees' Union  
("the Union")**

**RE: Acting Assistant Manager Selection Process**

The Parties agree that the Joint Labour Management Committee will review and mutually agree to a process for selection of Acting Assistant Manager positions.

**MEMORANDUM OF UNDERSTANDING #6****Letter of Understanding  
Between  
Envirotest Canada  
("the Employer")  
and  
BC Government and Service Employees' Union  
("the Union")****RE: Full-Time Lane Inspector Status – 72 Hours Bi-weekly**

As will all positions, the number of seventy-two (72) hour bi-weekly full-time employees will be determined by operational requirements at each point of assembly.

All full-time Lane Inspectors employed at the signing of this agreement, who choose to take a seventy-two (72) hour position, shall be allowed a one-time option to return to a eighty (80) hour bi-weekly position provided they remain at their home station (the station they work at on the signing of this agreement). An employee forfeits this right if they transfer to another station. Any employees hired after this date are subject to all articles of the Collective Agreement regarding hours of work, work days and shift patterns.

Pursuant to the Collective Agreement, seventy-two (72) hour bi-weekly employees have three (3) days off every other week. The extra day off will be made available in accordance with operational requirements. The extra scheduled day off for those Inspectors choosing the seventy-two (72) hour bi-weekly hours of work option by February 1, 2004 will be granted in accordance with seniority. After February 1, 2004, requests for moving to a seventy-two (72) hour bi-weekly position will be granted subject to operational requirements and on a first-come, first-serve basis.

It is understood that the Employer may choose not to post a full-time vacant position or post a full-time vacant position as either eighty (80) hours bi-weekly or seventy-two (72) hours bi-weekly. Employees opting for a transfer or applying for a posting will be subject to the hours as they are posted or available.

Full-time employees (eighty (80) hours or seventy-two (72) hours) may be asked to work extra hours pursuant to Article 16.3 and the Memorandum of Understanding re: Overtime.

Over time will be paid pursuant to Article 16. Specifically, daily overtime at time and one-half will be paid for the first three hours in excess of eight (8) hours, or in excess of the regular shift, whichever is greater. Any daily overtime hours worked in excess of these hours will be paid at double time. Weekly overtime will be paid as follows: straight time for all hours worked up to forty (40) hours in a week. Time and one-half for hours worked over forty (40) up to forty-eight (48) hours in a week and double time for hours worked over forty-eight (48) hours in a week.

Meal and Rest Period will be paid pursuant to Article 14.5 and 14.6.

Group Benefits will be provided pursuant to Article 24. Any Group Benefits dependent on income will be adjusted in accordance with the Group Benefit Plan.

Pursuant to Article 14.9 – Guarantee, nothing in this Memorandum of Understanding is to be construed as a guarantee of hours of work per day or per week.

This Memorandum of Understanding forms part of the Collective Agreement and remains in full force and effect in the same manner as all articles within this agreement.

**MEMORANDUM OF UNDERSTANDING #7****RE: New Classification – Casual Mechanical Labourer**

The following outlines agreements reached between the above noted parties with respect to the introduction of the new classification for Casual Mechanical Labourer.

- The Casual Mechanical Labour Position is not intended to permanently take the position or replace the position of a Mechanical Technician. It's intent is to provide assistance to Technicians for various projects/tasks and to fill temporary vacancies.
- If a current Mechanical Technician position becomes temporarily or permanently vacant, the Employer may use Casual Mechanical Labourers in accordance with this agreement for a maximum of forty-five (45) days from the date the Mechanical Technician position became vacant. The fort-five (45) days may be extended by mutual agreement between the parties.
- A formal job description has been developed. However, generally the Casual Mechanical Labourer does basic mechanical tasks and assists Technicians on an as when needed basis.
- The Casual Mechanical Labourer is able to work in the lab as a test driver.
- Casual Mechanical Labourers shall not be allowed to work on any dynamometer equipment or Spencer blower equipment without a Technician being present. Casual Mechanical labourers may offer assistance to Technicians in the performance of their duties.
- The Mechanical Labourers are eligible for shift premiums as outlined in the Collective Agreement for Technicians.
- The wage scale for this position is as follows:

	<b>Sept. 1, 2003</b>	<b>Sept. 1, 2004</b>	<b>Sept. 1, 2005</b>
Probation	15.35	15.90	16.45
After Probation	16.35	16.90	17.45
After 1 Year	16.60	17.15	17.70
After 2 Years	16.85	17.40	17.95

Wage increases of 30¢ plus 25¢ per hour (total of 55¢ per hour) on September 1, 2004 and then again on September 1, 2005 are included above.

Signed on this 30<sup>th</sup> day in the month of November 2004.

**MEMORANDUM OF UNDERSTANDING #8**

**Between  
Envirotest Canada  
("the Employer")  
and  
BC Government and Service Employees' Union  
("the Union")**

**RE: AirCare III Transition**

This Memorandum of Understanding shall apply in the event of station and lane closures and resultant lay-offs because of transition from the AirCare II Program to the AirCare III Program.

**1. Seniority**

The Employer will prepare an up-to-date seniority list for all employees in the bargaining unit, based on hours worked, thirty (30) days prior to any layoffs. This list will be posted on the appropriate bulletin board(s) and may be challenged for a period of fifteen (15) calendar days ("*posting period*"). After this posting period, the list shall be utilized for the purposes of any layoffs and bumping rights.

**2. Layoffs for Full-Time Lane Inspectors**

(a) In the event of a layoff or being bumped as a result of a station or lane closures, full-time Lane Inspectors will have three (3) days to elect one of the following options:

- (i) elect to take a permanent layoff and severance;
- (ii) elect a one time bump of a full-time Lane Inspector with less seniority at another station of their choice; or
- (iii) revert to part-time status and then exercise bumping rights of a part-time employee with less seniority at another station of their choice.

(b) All laid off or bumped full-time Lane Inspectors who choose (a)(ii) above, will be put on a list in order of their seniority. The Lane Inspector with the most seniority may bump an employee with less seniority at a station of their choice. This process will continue until all laid off or bumped Lane Inspectors are either placed at a worksite or if no position is available, take a permanent layoff and severance.

**3. Layoffs for Part-Time Lane Inspectors**

(a) In the event of a layoff or being bumped as a result of a station or lane closures, part-time Lane Inspectors will have three (3) days to elect one of the following options. It is understood that part-time Lane Inspectors are not entitled to severance:

- (i) elect to take permanent layoff; or
- (ii) elect a one time bump of another part-time Lane Inspector with less seniority at a station of their choice.

(b) All laid off or bumped part-time Lane Inspectors who choose (a)(ii) above, will be put on a list in order of their seniority. The Lane Inspector with the most seniority may bump an employee with

less seniority at a station of their choice. This process shall continue until all laid off or bumped part-time Lane Inspectors are either placed at a worksite or if no part-time positions are available, take a permanent layoff.

#### **4. Layoffs for Administrative Staff**

In the event of a layoff, any affected administrative staff (i.e. Payroll Clerk, Accounting Clerk, Clerk II and Clerk III) will be given a permanent layoff and a severance package as outlined in Article 13.

#### **5. Full-Time Assistant Managers**

- (a) In the event of a layoff or being bumped as a result of a station or lane closures, full-time Assistant Managers will have three (3) days to elect one of the following options:
  - (i) elect to take a permanent layoff and severance;
  - (ii) elect a one time bump of an Assistant Manager with less seniority at a station of their choice; or
  - (iii) revert to a full-time Lane Inspector or a part-time Lane Inspector or a part-time Assistant Manager and then exercise bumping rights of that classification according to this Memorandum of Understanding.
- (b) All laid off full-time or bumped full-time Assistant Managers who choose (a)(ii) above, will be put on a list in order of their seniority. The Assistant Manager with the most seniority may bump an Assistant Manager at a station of their choice. This process shall continue until all laid off or bumped full-time Assistant Managers are either placed at a worksite or if no position is available, take a permanent layoff.

#### **6. Part-Time Assistant Managers**

- (a) In the event of a layoff or being bumped as a result of a station or lane closures, part-time Assistant Managers will have three (3) days to elect one of the following options:
  - (i) elect to take a permanent layoff;
  - (ii) elect to bump a part-time Assistant Manager with less seniority at a station of their choice; or
  - (iii) revert to a part-time Lane Inspector and then exercise bumping rights of that classification according to this Memorandum of Understanding.

#### **7. The Layoff process**

- (a) Assistant Managers will be dealt with first before dealing with the layoffs of any other positions or classifications; and
- (b) each employee on the bumping list will be dealt with fully before moving onto the next person on the list.

**8. Career and Vocational Counseling**

The Employer agrees to provide reasonable career and vocational counselling, including resources to assist employees with resumes, interviewing skills and Employment Insurance information for those employees affected by any station closures, lane closures and bumping.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

\_\_\_\_\_  
Ed Theobald, General Manager

\_\_\_\_\_  
David Cumming, Bargaining Chair

\_\_\_\_\_  
Carrie McVeigh, Human Resources Manager

\_\_\_\_\_  
Toni Campbell, Bargaining Committee

\_\_\_\_\_  
Rob Robinson, Manager of Operations and  
Contract Performance

\_\_\_\_\_  
Barbara Crowley, Staff Representative

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