

**COLLECTIVE AGREEMENT**

**between the**

**INTERIOR ROADS LTD.  
Service Area 16**

**and the**

**B.C. GOVERNMENT AND SERVICE  
EMPLOYEES' UNION (BCGEU)  
Sixth for Service Area 16**

**Effective from December 1, 2006 to November 30, 2011**

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**DEFINITIONS**

- (1) "*Bargaining unit*" means all employees of Interior Roads Ltd., except those excluded by the *Labour Relations Code* and those mutually agreed to between the parties to this Agreement.
- (2) "*Basic pay*" means the rate of pay negotiated by the parties to this Agreement including add-to-pay resulting from salary protection.
- (3) "*Classification series*" refers to related job description categories, e.g., machine operator series, bridgeworker series, mechanical series, etcetera.
- (4) "*Continuous employment*" or "*service*" means uninterrupted employment with Interior Roads Ltd. and includes all previous uninterrupted service with the Province of BC, Interior Roads Ltd., Whiteline Road Maintenance Ltd., and Caribou Road Services (South) Ltd.
- (5) "*Day of rest*", in relation to employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties of his position.
- (6) "*Demotion*" means a change from an employee's position to one with a lower salary.
- (7) "*Employee*" means a member of the bargaining unit and includes:
  - (a) "*regular*", meaning an employee who is employed for work which is of a continuous full-time nature;
  - (b) "*temporary*", meaning an employee who is employed for work which is not of a continuous nature.
- (8) "*Employer*" means Interior Roads Ltd.
- (9) "*Hours of operation*" means the time designated by the Employer in which to meet its contractual obligations, including those with the government.
- (10) "*Hours travelled*" means hours spent travelling from point to point on an hourly or daily basis laid down by the Employer and does not include meal breaks, lodging time, or time spent other than travelling.
- (11) "*Lateral transfer*" or "*transfer*" refers to the movement of an employee from one position to another which does not constitute a demotion or promotion.
- (12) "*Layoff*" includes a cessation of employment or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, a reorganization, program termination, closure, or other material change in organization and where, should work become available, employees will be recalled in accordance with Article 13 or 31.
- (13) "*Leave of absence with pay*" means to be absent from duty with permission and with pay.
- (14) "*Leave of absence without pay*" means to be absent from duty with permission but without pay.
- (15) "*Point of assembly*" means that location where an employee regularly reports for work assignments within his seniority block.
- (16) "*Probation*" means the first forty-five (45) calendar days of employment, during which time, the Employer shall assess suitability for continued employment.
- (17) "*Promotion*" means a change from an employee's position to one with a higher salary level.
- (18) "*Qualified*" means that the employee meets the minimum requirements of the classification and, where applicable, as tested and certified by the operator trainer.

(19) "*Ratification date*" means the date by which both parties have received the approval from their principals to execute the terms of the new Agreement as noted in Article 34 - Term of Agreement.

(20) "*Relocation*" means the transfer of an employee from one seniority block or their regular point of assembly to another.

(21) "*Resignation*" means a voluntary notice by the employee, in writing, that he is terminating his service on the date specified.

(22) "*Rest period*" is a paid interval which is included in the workday and is intended to give the employee an opportunity to have refreshments or a rest.

(23) "*Seniority block*" means that geographic area in which an employee earns and maintains seniority.

(24) "*Service Area*" means the geographic maintenance area as negotiated between the Employer and the Province of BC as represented by the Ministry of Transportation, i.e., Service Area 16.

(25) "*Shift*" means the period of scheduled straight-time working hours on a scheduled workday where the hours scheduled are consecutive except for the meal period.

(26) "*Steward*" means the Union's representative at the local level who shall perform duties in accordance with the Collective Agreement.

(27) "*Spouse*" includes husband, wife and common-law spouse.

(28) "*Termination*" is the separation from the company for cause or non-culpability.

(29) "*Travel status*" with respect to an employee, means absence of the employee from his seniority block on the Employer's business with the approval of the Employer. The parties agree that an employee who starts and finishes his shift from his regular point of assembly will not be entitled to travel status.

(30) "*Trial period*" means the forty-five (45) workday period served by a promoted (including temporarily posted), or transferred employee, during which time, the Employer shall assess his suitability for the new position.

(31) "*Union*" means the B.C. Government and Service Employees' Union (BCGEU).

(32) "*Workday*" is a period of twenty-four (24) consecutive hours commencing with the starting time of any shift. For the purpose of calculating compensatory overtime rates only, the time worked prior to, but adjoining to, a shift shall be deemed as time worked after a shift.

(33) "*Work group*" is a crew or number of crews which work from a common point of assembly and perform work of a similar nature in a defined geographic area. Where more than one (1) group works from a common point of assembly the work groups will be named by the Employer. Each group will operate independently for work schedule, substitution, allocation of overtime, training, and vacation purposes.

(34) "*Work schedule*" means the roster of work hours and days, start and finish times, length of scheduled workday, shift patterns and, where appropriate, averaging periods in order to meet the annual hours of work.

## ARTICLE 1 - PREAMBLE

### 1.1 Purpose of Agreement

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

## 1.2 Future Legislation

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

## 1.3 Company Rules

The Employer has the right to make rules provided they are not inconsistent with this Agreement.

## 1.4 Singular/Plural and Gender

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

## 1.5 Harassment

(a) The Union and the Employer recognize the right of employees to work in an environment free from harassment. Such grounds include, but are not limited to, sex, race, religion, colour, marital status, sexual orientation, family status, and disability.

(b) If there is an allegation of harassment, the employee will inform the General Manager of the company, in writing, and request assistance resolving this issue within thirty (30) days of the alleged occurrence. The Executive Vice-President's designate will investigate the allegation and take steps to resolve the concern as appropriate within thirty (30) days of the issue being raised by the employee. The Executive Vice-President's designate will discuss the proposed resolution with the employee. The employee shall have the right to have a steward present during these discussions. If the proposed resolution is acceptable, the employee shall confirm the acceptance in writing.

(c) If the proposed resolution is unacceptable to the employee, the employee may proceed as outlined in (d) below.

(d) Complaints respecting harassment, will be filed at Step 2 of the grievance procedure.

## 1.6 Human Rights Code and Employment Standards Act

The parties hereto subscribe to the principles of the *Human Rights Code of BC*. It is further agreed that wherever this Agreement is silent, the provisions of the *Employment Standards Act* shall apply.

# ARTICLE 2 - UNION RECOGNITION AND RIGHTS

## 2.1 Bargaining Unit Defined

(a) The bargaining unit shall comprise all employees of Interior Roads Ltd. who perform any work which has been secured by the Employer.

(b) New positions falling within the scope of this Agreement shall be included in the bargaining unit, unless it is agreed that it is an "*excluded position*".

(c) Positions excluded by this Agreement shall be as described in Appendix 4.

## 2.2 Bargaining Agent Recognition

The Employer recognizes the BCGEU as the exclusive bargaining agent for all employees in the bargaining unit.

### **2.3 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 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 Executive Vice-President of the company or his designate.
- (c) The Employer agrees that a copy of all correspondence between the Employer and any employee covered by this Agreement, pertaining to the interpretation or application of any article of this Agreement, as it applies to that employee, shall be forwarded to the President of the Union (or designate).

### **2.4 No Other Agreement**

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

### **2.5 No Discrimination for Union Activity**

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

### **2.6 Recognition of Stewards**

- (a) The Employer recognizes the Union's right to appoint union stewards and the Union shall notify the Employer of such appointments, in writing. A steward shall obtain the permission of his supervisor prior to leaving his work area to attend to union duties relating to the Employer's operations. Leave for this purpose shall be with current pay and permission shall not be unreasonably withheld. On resuming his duties the steward shall notify his supervisor.
- (b) The duties of stewards shall include but are not limited to:
  - (1) investigation of complaints which are of an urgent nature;
  - (2) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
  - (3) supervision of ballot boxes and other related functions during union votes;
  - (4) attending meetings at the request of the Employer.

### **2.7 Union Bulletin Boards**

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

### **2.8 Union Insignia**

A union member shall have the right to wear or display the recognized insignia of the Union. The Union agrees to furnish to the Employer at least one (1) union shop card, for each of the Employer's places of operation covered by this Agreement, to be displayed on the premises. Such card will remain the property of the Union and shall be surrendered upon demand.

## 2.9 Honouring a Picket Line

All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a dispute in the appropriate legislation. Any employees failing to report for duty shall be considered to be absent without pay. Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

## 2.10 Time Off for Union Business

- (a) As operational requirements permit, leave of absence without pay and without loss of seniority, shall be granted by the Employer for:
- (1) an elected or appointed union representative to attend conventions of the Union and bodies to which the Union is affiliated;
  - (2) an elected or appointed union representative to attend to union business which requires the employee to leave the employee's general work area;
  - (3) for employees who are representatives of the Union on the Bargaining Committee to attend meetings of the Committee;
  - (4) to an employee called by the Union to appear as a witness before an arbitration board.
- (b) Leave of absence without loss of pay or seniority shall be granted to a maximum of three (3) union appointees to the Labour-Management Committee.
- (c) 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.
- (d) 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.
- (e) *Chief Steward:* Leave of absence with current pay, benefits and without loss of seniority will be granted to one (1) Chief steward, who is a member of the Labour-Management Committee, for up to a combined maximum total of four (4) days per year to deal with collective agreement related problems on the worksites within the service area. Further leaves will be granted as required as per Clause 2.10(a)(2).

## 2.11 Emergency Services

The parties recognize that, in the event of a strike or lockout, situations may arise of an emergency nature. To this end, the Employer and Union agree to provide services of an emergency nature.

## 2.12 No Interruption of Work

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

## ARTICLE 3 - UNION SECURITY

All employees shall, as a condition of continued employment, become members of the Union, and maintain such membership, upon completion of fifteen (15) days as an employee (subject only to the provisions of Section 17 of the *Labour Relations Code*).

## ARTICLE 4 - CHECK-OFF OF UNION DUES

- (a) The Employer shall deduct, from the wages of each employee in the bargaining unit, an amount equal to the regular dues payable to the Union by a member of the Union.

(b) The Employer shall deduct from each employee, who is a member of the Union, any assessments levied in accordance with the Union's Constitution and Bylaws and owing by the employee to the Union.

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

(d) All deductions shall be remitted to the President of the Union not later than twenty-eight (28) days after the date of deduction and the Employer shall also provide the following information by service area by way of printed copy: Social Insurance Number; Surname and First Name; Sex; Address; Job Classification; Gross Pay; Month-to-Date Dues.

*Note: As soon as the Employer's equipment will allow, the above information will be accompanied by computer disk on which the information has been stored.*

(e) Before the Employer is obligated to deduct any amount under (a) or (b) above, the Union must advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.

(f) The Employer shall supply each employee, without charge, a receipt and/or T4 for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year.

(g) An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's wages or salary, the amount of the regular dues payable to the Union by a member of the Union.

## **ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES**

The Employer, by way of a letter of introduction to the employee, will introduce the union steward. The new employee's supervisor will endeavour to have him meet the steward. This may not always be feasible, for example, where the steward is on an opposite shift. The steward will inform the employee what his rights are with respect to the Collective Agreement, the benefits therein and the duties of union membership. The new employee and the steward shall be allowed time with pay, up to fifteen (15) minutes, for the latter meeting.

## **ARTICLE 6 - EMPLOYER RIGHTS**

### **6.1 Employer Recognition**

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

### **6.2 Management Performing Bargaining Unit Work**

Management shall not perform bargaining unit work except where bargaining unit work employees are not immediately available and limited to the following circumstances:

- (a) in an emergency situation, or
- (b) when an immediate hazard to the travelling public exists and where the time required to temporarily correct the situation is of a very short duration, or
- (c) instruction of employees in addition to operator training.

### **6.3 Right to Assign Work Across Seniority Blocks and Classifications**

The Employer has the right to assign work across classifications, including bargaining unit supervisors, and seniority blocks throughout its entire service area and to manage the work programs in all respects except as specifically modified or specifically limited by the Collective Agreement.

## **ARTICLE 7 - EMPLOYER/UNION RELATIONS**

### **7.1 Union and Employer Representation**

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

### **7.2 Union Bargaining Committee**

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

### **7.3 Office Use/Union Representatives**

- (a) Union representatives shall be permitted entry to the Employer's premises in order to carry out their required duties. Union representatives shall notify the designated supervisor in advance of this requirement and shall also indicate the purpose for entering. Union representatives shall not interfere with the operational requirements of the Employer.
- (b) The Employer shall make available to union representatives, temporary use of an office or similar facility to conduct confidential investigation of grievances. Where Telephone and fax facilities are immediately available, their incidental use will be permitted provided specific permission has been requested and approved by the Employer.
- (c) Union representatives include the President, Executive Members, stewards, and staff.
- (d) The Employer shall allow the union representative reasonable use of assembly rooms or similar facilities for the purpose of conducting union meetings on the employee's time.

## **ARTICLE 8 - GRIEVANCE PROCEDURE**

### **8.1 Grievances**

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

### **8.2 Step 1**

Every effort shall be made by an employee and his immediate supervisor to resolve the issue verbally. An employee shall have the right to have his steward present at such a discussion. If unresolved, an employee may, within twenty-one (21) calendar days of first becoming aware of the action or circumstance giving rise to the grievance, submit a grievance in writing to the Employer's designate at Step 2. The Employer's designate will sign and date the grievance form to confirm receipt. For the purpose of this clause, the Employer shall provide the Union with a list of employer designates, by worksite, once annually or whenever a change in designates has occurred.

### **8.3 Step 2**

The Employer's designate shall meet with the Union's designate within fifteen (15) calendar days after receipt of the grievance. This meeting may be waived by mutual agreement. The Employer's designate shall reply in writing to the employee's grievance within twenty-one (21) days of receiving the grievance at Step 2.

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

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

- (a) submit the grievance to arbitration;
- (b) make application under Section 87 of the *Labour Relations Code* for a settlement officer;
- (c) where Section 87 is used, the twenty-one (21) day requirement to file the grievance at arbitration shall commence from the date of the hearing with the settlement officer.

### **8.5 Policy Grievance**

Either party may submit a policy grievance respecting the general application, interpretation, or an alleged violation of an article of this Agreement, within twenty-one (21) calendar days of the occurrence or first becoming aware of the action or circumstance giving rise to the grievance, at arbitration pursuant to Clause 9.1

### **8.6 Suspension or Discharge**

Grievances arising from suspension or dismissal shall be filed at Step 2 of the grievance procedure within twenty-one (21) days of the occurrence. Failing a satisfactory settlement or reply within seven (7) calendar days the matter may be referred to arbitration, pursuant to Clause 8.4 above.

### **8.7 Time Limits**

Should either party exceed the time limits set out in this article, or fail to request an extension of the time limits, in writing, within the time limits, the party exceeding the time limits must concede the grievance. Requests for time limit extensions shall not be unreasonably withheld.

If a grievance is not initiated in accordance with the prescribed time limits, such grievance shall be deemed to be abandoned by the Union. However, the Union will not be deemed to have prejudiced its position on any future grievance. Notwithstanding the above, the parties may agree in writing to extend time limits by mutual agreement.

### **8.8 Administrative Provisions**

Grievances and replies at Steps 1 and 2 of the grievance procedure, which are required in writing, shall be sent by Xpresspost courier, facsimile transmission or other mutually agreeable means. Written replies and notification shall be deemed to be presented on the date which they are sent by facsimile transmission or accepted by a courier and received on the day they were delivered or received by facsimile transmission in the appropriate office.

### **8.9 Technical Objections**

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

### 8.10 Deviation from Grievance Procedure

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

### 8.11 Misrepresentation

As with all relationships, honesty is a paramount factor in order to resolve grievances at the earliest possible stage. Where it is established by the Labour-Management Committee, during or following the grievance procedure, that a person falsified or fabricated information, the Committee will recommend an appropriate remedial action to be taken which may include disciplinary action.

## ARTICLE 9 - ARBITRATION

### 9.1 Notification

Pursuant to Clauses 8.4 and 8.5, the Union's area staff representative may submit a grievance to arbitration within twenty-one (21) days of the date of receipt of the Employer's Step 2 response, or within twenty-one (21) days of the date it was due.

### 9.2 Pre-Arbitration Meeting

- (a) The General Manager of the company or his designate shall meet with the Union's representative within fifteen (15) days of receipt of the Union's notice of intent to arbitrate at which time the parties will attempt to resolve the grievances, or, alternatively, explore common ground respecting the matter and agree upon an arbitrator as selected from the following list:

Vince Ready	Robert B. Blasina
Wayne Moore	A. Paul Devine
Judi Korbin	

- (b) The Arbitrator shall be selected on a rotational basis in the above order, provided he is available to convene a hearing within thirty (30) days. Should none of the Arbitrators be available within the thirty (30) day period, then the parties may by mutual agreement select an alternative arbitrator.

### 9.3 Decision of the Arbitrator

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

### 9.4 Time Limit for Decision

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

### 9.5 Costs

The parties to this Agreement shall jointly bear the cost of the arbitrator and each of the parties shall bear the cost of its own representatives and witnesses.

### 9.6 Expedited Arbitration

- (a) So long as the provisions of Section 104 of the *Labour Relations Code* are available to the parties, it is agreed to follow said process.

(b) All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:

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

By mutual agreement, a grievance falling into any of these categories may be placed into the expedited arbitration process.

(c) The parties shall mutually agree upon single arbitrators who shall be appointed to hear and resolve groups of grievances. The Arbitrators shall be selected from the following list:

Mark Atkinson	Robert B. Blasina
Wayne Moore	A. Paul Devine
Judi Korbin	

The Arbitrator shall be selected on a rotational basis in the above order, provided he is available to convene a hearing within thirty (30) days. Should none of the Arbitrators be available within the thirty (30) day period, then the parties may by mutual agreement select an alternative arbitrator.

(d) The Arbitrator shall hear the grievances and shall render a decision within seven (7) workdays of such hearings. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey a decision.

(e) Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.

(f) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.

(g) A grievance determined by either party to fall within one of the categories listed in (b) above may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to Clause 9.2(b).

(h) The parties shall equally share the cost of the fees and expenses of the Arbitrator and hearing rooms. In the event that either party delays cancellation pursuant to (g) above such that a cancellation fee is charged by the Arbitrator or by the facility in which the hearing is booked, the party cancelling shall be fully responsible for such fee(s).

## **9.7 Amending Time Limits**

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

## **ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE**

### **10.1 Confidentiality**

The parties agree that information concerning matters relative to the following clauses will be handled in confidence.

### **10.2 Personnel File Entries**

An employee will be given a copy of any document placed upon an employee's personnel file which may form the basis of disciplinary action.

### **10.3 Personnel File**

An employee, or the President of the Union (or designate), with the written authority of the employee, shall be entitled to review the employee's personnel file, in the office in which the file is normally kept.

The employee or the President, as the case may be, shall give the Employer adequate notice prior to having access to the file. Where specifically requested by an employee, written censures, letters of reprimand, adverse reports or any disciplinary action recorded on an employee's personnel file shall be considered removed after the expiration of eighteen (18) months.

#### **10.4 Right to Union Representation**

An employee will be advised, and provided with sufficient advance notice, of any meeting with the Employer which may be the basis of disciplinary action in order for the employee to contact and briefly consult with a steward, and make arrangements to have the steward present at such meeting, if he feels it is necessary. Should the employee be a steward, he shall be entitled to select another steward or a union staff representative to be present at such a meeting, if he feels it is necessary.

#### **10.5 Burden of Proof**

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

#### **10.6 Suspension or Discharge**

In the event of an employee's suspension or dismissal, the Employer agrees to notify the employee, in writing as soon as reasonably possible, setting out the grounds for the Employer's action. A copy of the notice will be sent to the Union's designate within five (5) calendar days. Grievances arising from suspension or dismissal shall be filed at Step 2 pursuant to Clause 8.6 within twenty-one (21) days of the suspension or dismissal.

#### **10.7 Right to Grieve Other Disciplinary Action**

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports or employee appraisals. Should an employee dispute any such entry in his file, he shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his personnel record. The Employer agrees not to introduce as evidence in any hearing, any document from the file of an employee, the existence of which the employee was not aware.

#### **10.8 Probationary Period**

- (a) Each new employee shall serve a probationary period of forty-five (45) calendar days from date of hire during which time the Employer shall assess suitability for continued employment.
- (b) The Employer, during the probationary period may release the employee for unsuitability for continued employment providing the factors involved in suitability could reasonably be expected to affect work performance.

#### **10.9 Abandonment of Position**

An employee who fails to report for duty for four (4) consecutive workdays without informing the Employer of the reason for his absence will be presumed to have abandoned his 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 Service Seniority Defined**

- (a) *"Service seniority for regular employees"* shall be defined as the length of service with the Employer, and shall include service seniority, as a regular, accrued with the Public Service of BC plus all service seniority accrued with previous maintenance contractors, provided there has been no break of employment. Seniority shall be maintained and accrued except as specified in Clause 11.3 below.

- (b) (1) *"Service seniority for temporary employees"* shall be defined as the total number of straight-time hours worked with the Employer plus all accumulated straight-time hours accrued with the Public Service of BC plus all accumulated straight-time hours accrued with previous maintenance contractors, provided there has been no break of employment. *"Straight-time"* hours shall be defined as all hours worked at the straight-time rate of pay and designated paid holidays or days off in lieu in accordance with Clause 17.8.
- (2) A temporary employee on a claim resulting from being employed with Interior Roads Ltd. recognized by the Workers' Compensation Board shall be credited with service seniority equivalent to what he would have earned had he not been absent and had been able to work.
- (3) Subject to Clause 11.4, a temporary employee shall retain his seniority if he is moved by the Employer from one seniority block or classification series to another.
- (c) When two (2) or more employees have equal seniority, the order of establishing their relative seniority shall be determined by their temporary seniority. Should this not result in a break in the tie, the order of establishing their relative seniority shall be determined by the employees' service start date with the Province of BC or with a maintenance contractor. Where the service start dates are equal, their relative seniority will be determined by chance as mutually agreed to between the employees and the Union.

## 11.2 Seniority Lists

The Employer will prepare separate seniority lists, June 1 and December 1, for each classification series within a seniority block. The information will show each person's point of assembly, classification, regular or temporary status, seniority and service start date. These lists will be posted on the appropriate bulletin boards with copies sent to the Union. The foregoing will not preclude the Union from requesting additional lists where circumstances warrant and such request(s) will not be unreasonably declined.

In addition, should the Employer fail to maintain or extend the current maintenance contract with the Province of BC, seniority lists shall be issued on the first day of the month preceding the expiry of the maintenance contract. Seniority lists shall include vacation credits and seniority ranking for vacation entitlement.

## 11.3 Loss of Seniority for a Regular Employee

A regular employee shall lose his seniority with the Employer in the event that he:

- (a) is discharged for cause;
- (b) resigns his position;
- (c) is on layoff for more than eighteen (18) months;
- (d) accepts a position with the Employer which is outside the bargaining unit, except for temporary appointments for less than four (4) consecutive months. This period may be extended by mutual agreement between the parties. During this period an employee will continue to pay union dues at his old rate and remain a member of the bargaining unit;
- (e) accepts a severance payment in accordance with Article 13;
- (f) refuses, while on layoff, an offer from the Employer of a regular position that he is qualified for in his seniority block;
- (g) declines, while on layoff, three (3) written offers of a temporary work assignment of less than four (4) months, provided such employee has made a written election to accept temporary work during his layoff.

**11.4 Loss of Seniority for a Temporary Employee**

A temporary employee shall lose his seniority with the Employer in the event that he:

- (a) is terminated for cause;
- (b) voluntarily terminates or abandons his position;
- (c) is not recalled for a work assignment in a twelve (12) month period;
- (d) is unavailable for, or declines, three (3) offers of re-employment pursuant to Clause 31.2(c)(3).

**11.5 Seniority Upon Re-employment**

A regular employee who resigns his regular position and within sixty (60) calendar days is re-employed as a regular employee, shall be granted leave of absence without pay covering those days absent and shall retain, effective the date of re-employment, all provisions and rights in relation to seniority and other fringe benefits.

**11.6 Seniority Blocks Defined**

Each employee will be assigned a point of assembly within his seniority block. Each of the following areas will be considered as a separate "*seniority block*" for the purposes of this Agreement:

100 Mile House	Bridge Lake	Lillooet
Ashcroft	Clinton	Mission Mountain
Big Bar Ferry	Goldbridge	

Seniority blocks are generally for the application of seniority for layoff and/or recall.

Seniority blocks also have some application in other provisions of the Collective Agreement, e.g., vacation scheduling, posting and filling of vacancies, and selection for training.

**11.7 Seniority While on Absence Due to Workers' Compensation Benefits**

- (a) An employee on WCB leave pursuant to this clause shall earn seniority for all hours the employee would have worked had he not been injured and been able to stay on the job.
- (b) On return from WCB leave, an employee shall be placed in his former position, or if he is incapable of assuming his prior duties, he shall be given such work as he is able to perform, subject to the availability of such work.

**ARTICLE 12 - TRAINING AND SERVICE CAREER POLICY****12.1 Employee Training**

Both parties recognize the need to provide employees with opportunities to improve their qualifications in order to prepare for promotional advancement, upgrade their skills required as a result of technological change, new methods or procedures, and to qualify for new positions being planned. To meet these needs the Employer shall:

- (a) establish an upgrading and/or training program for all trades or trades-related classifications;
- (b) ensure there are at least two (2) regular employees (in excess of the normal operators) trained and qualified to operate the following type of equipment in each seniority block, e.g., single axle dump truck, tandem dump truck, loader, grader, etcetera;
- (c) where the complement in (b) above falls below two (2) regular employees, the Employer shall, within three (3) weeks, commence operator training pursuant to Clause 12.2;
- (d) in seniority blocks with ten (10) or less regular employees, the number in (b) and (c) above should read one (1).

## 12.2 Selection for Training

(a) As required within a seniority block, training will be offered to employees in the following order, subject to interest being indicated to learn to operate a particular piece of equipment:

- senior regular employee within the classification;
- senior regular employee within the classification series;
- senior temporary employee within the classification;
- senior temporary employee within the classification series.

(b) When the Employer has met its obligation pursuant to Clause 12.1 above, the senior employee may not be eligible for further training until all other employees within the classification series have been offered training. However, when a new type of equipment is introduced the seniority process in (a) above will again apply.

(c) *Employee's Obligation After Training:* Except where there is a reasonable excuse, once trained and qualified, the employee will be obligated to take the position that he has trained for when it comes available. If he chooses not to take the position, the employee shall reimburse the Employer for the external costs incurred in his training.

## 12.3 On-the-Job Operator Training

(a) Employees shall be designated for on-the-job operator training in writing.

(b) Training shall be considered time worked.

(c) If an employee does not show an aptitude for the particular training he is undertaking, he may be rejected. An employee rejected from the training will be so informed in writing by the Employer.

(d) Unless the employee is under direct supervision, an employee proficiently operating equipment at a higher rate shall receive the appropriate rate for actual hours worked at this higher level.

(e) The parties recognize that continuity of training is important. Subject to operational requirements, the Employer undertakes to schedule training so as to provide the required continuity. It is understood that the length of training may vary depending on operator experience, complexity of the equipment, and operational requirements; however, normally a minimum of three (3) consecutive days will be allowed.

(f) When the Employer has met the obligations for adequate training, the new operator will be assessed as to his ability to operate the piece of equipment in question. This process would be carried out by the direct supervisor, operator trainer and the senior qualified operator. At this stage, the operator trainer would award certification of proficiency to operate this piece of equipment. If the new operator fails to achieve a certification of proficiency, then additional retraining would be rescheduled at the Employer's convenience.

## 12.4 Completion of Courses on Company Time

Employees may, at the sole option of the Employer, be granted reasonable time during the regular workday to complete Employer-approved courses.

## 12.5 Reimbursement for Approved Courses

(a) Employees shall, upon successful completion of job-related courses, be reimbursed one hundred percent (100%) of Employer pre-approved costs.

(b) The parties to this Agreement may mutually agree to an alternate reimbursement percentage for approved job-related courses.

(c) Termination of employment will nullify any obligation of assistance by the Employer.

(d) The employee will reimburse the Employer for outside fees and related training costs, for employee requested training, if the employee voluntarily terminates employment within one (1) year of completion. Such costs will not include back wages.

### **12.6 Training Away from Regular Assembly Point**

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

### **12.7 Filling Vacancies Without Posting**

The Employer agrees to fill regular vacancies created as a result of regular employees' death, resignation, retirement, promotion, transfer, dismissal, and any resulting vacancies created as a consequence of any of the foregoing. The Employer agrees to fill such vacancies within thirty (30) calendar days. This clause does not interfere with the Employer's right to layoff, subject to Clause 24(d). Where the Employer has concerns relative to filling vacancies as a result of a transfer, it will be resolved at the Labour Management Committee.

*Note: It is agreed that absences on LTD or WCB over two (2) years would be considered a vacancy, but the employee has the right to bump into the position if it has been filled.*

- (a) Senior qualified regular employee in the classification series within the seniority block.
- (b) Senior qualified regular employee in another classification series within the seniority block.
- (c) Senior qualified regular employee from another seniority block.
- (d) Senior qualified temporary employee within the seniority block.
- (e) Senior qualified temporary employee from another seniority block.
- (f) The classifications of TSS, TPS, TSBW and TSIW trades and foreman 1, 2, and 3 will be posted pursuant to Clause 12.8.
- (g) Until the regular employee complement reaches fifty (50) the provisions of clauses (d) and (e) will be exercised at the sole discretion of the Employer.

### **12.8 Filling Vacancies Through Posting**

- (a) Where a vacancy cannot be filled in accordance with Clause 12.7, the position shall be posted on the union bulletin boards for fourteen (14) calendar days. A copy of the posting will be forwarded to the Union.
- (b) All job postings shall indicate the classification of the position, qualifications required, assembly point, hourly rate, whether shift work is involved, date of posting, and date of closing.
- (c) The parties agree that vacancies in the classifications of TSS, TPS, TSBW and TSIW trades supervisors, and foreman 1, 2, and 3 will be posted in accordance with this clause and that the selection of the successful applicant will be based on the relative abilities of the applicants. Where two (2) or more applicants are relatively similar in abilities, then the senior employee will be the successful candidate. The position will be posted and filled as follows:
  - first, in the seniority block;
  - second, company-wide;
  - third, outside the company.

### **12.9 Filling of Temporary Vacancies**

- (a) The Employer shall fill vacancies of a temporary nature created as a result of a regular employee using any provision of this Collective Agreement which results in an absence, excluding vacations, which exceeds sixty (60) calendar days.
- (b) Where a temporary vacancy occurs pursuant to (a) above, the Employer shall, on the fifty-ninth day, offer the position to employees within the seniority block as follows:
- (1) senior qualified regular employee in the classification series;
  - (2) senior qualified regular employee in another classification series;
  - (3) senior qualified temporary employee.
- (c) Where subsequent vacancies are created as a result of Clause 12.9(b), the Employer agrees to fill those vacancies immediately and shall offer those positions to employees within the seniority block as follows:
- (1) senior qualified regular employee in the classification series;
  - (2) senior qualified regular employee in another classification series;
  - (3) senior qualified temporary employee.
- (d) The provisions of clauses (b)(3) and (c)(3) will be exercised at the sole discretion of the Employer.
- (e) It is understood that an employee who fills a vacancy temporarily shall return to his former position and employee status should the employee referred to in Clause 12.9(a) return to his regular position.
- (f) A vacancy created as a result of a regular employee's absence on long-term disability (LTD) or WCB benefits shall be considered a regular vacancy for the purpose of Clause 12.7 on the date the employee is determined to be permanently disabled from his own occupation.

### **12.10 Interview Expenses**

Bargaining unit applicants for a posted position shall be granted leave of absence with pay as required for any interview. The applicant will also have his pre-authorized expenses paid.

### **12.11 Appointments**

Appointments shall be made on the basis of seniority, subject to Clause 12.8(c) and subject to the employee meeting the qualifications as defined in the classification specifications.

### **12.12 Posting Awards**

The Employer shall provide the Union with a copy of all job posting awards and shall post such awards on all bulletin boards.

### **12.13 Trial Period**

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

### **12.14 Relocation**

Employees shall not be required to relocate to a point of assembly outside their present seniority block, except for work which is of a temporary nature, in which case all associated expenses and travelling time will be paid by the Employer.

### **12.15 Transfers Without Posting**

The Labour-Management Committee may grant a lateral transfer or a voluntary demotion for compassionate or medical reasons. Compassionate or medical reasons shall be defined as but not restricted to the following:

- (a) Critical health circumstances of the employee or critical illness or handicap of family members residing with the employee, requiring medical attention which is unavailable in the immediate area;
- (b) The Labour-Management Committee may supersede the provisions of Article 12 and place an employee in a vacancy or into a training program. The Employer shall incur no cost for such transfer.

The Committee will place an employee into a vacancy prior to posting pursuant to Clauses 12.7 and 12.8. The Employer shall incur no cost for such transfers.

### **12.16 Union Observer**

The President (or designate) may sit as an observer on interviews for positions in the bargaining unit. The observer shall be a disinterested party and shall be at the Union's expense.

### **12.17 Temporary Posting**

Appointment of temporary positions (for winter shift foremen, construction and maintenance road foreman 1, pickup broom operator, graveling crew, thermo lay and spray patch crew, etcetera) shall be made in accordance with the following:

- (a) A notice will be posted on all bulletin boards, preferably forty-five (45) days in advance, requesting that interested individuals provide written indication of their desire to be considered to the manager. This notice is not considered a "*posting*" for the purposes of Clause 12.8.
- (b) Failure to apply in writing will indicate no interest in the position.
- (c) The manager may or may not hold interviews in making his selection. Selection for non-foreman positions will be made on the basis of seniority (area wide for mobile crews), subject to the employee meeting the required qualifications as defined in the classification specifications. The trial period in Clause 12.13 will apply to such appointments. Foreman positions will be selected in accordance with Clause 12.8(c).
- (d) The name of the employee(s) selected shall be placed on the bulletin boards.

## **ARTICLE 13 - LAYOFF**

### **13.1 Role of Seniority in Layoff**

In the event of layoff, regular employees will be laid off by reverse seniority in a classification. The Employer shall give the employee two (2) weeks' advance notice in writing of layoff. Regular employees recalled to work for two (2) weeks or less will not be entitled to a subsequent notice of layoff.

### **13.2 Options Upon Layoff**

A regular employee affected by a layoff may choose, by indicating to the Employer in writing, one of the following options in the following sequence:

- (a) (1) Bump a junior employee in a lower classification in the same classification series within the seniority block. In doing so he must have the necessary qualifications to perform the job.
- (2) Bump the junior employee in another classification series within the seniority block. In doing so he must bump into an equivalent or lower classification, provided he has the necessary qualifications to perform the job.

The employee who bumps in accordance with (1) and (2) above will not have his salary reduced. However, such employee shall not receive negotiated salary increases until the salary of the employee's new classification equals or exceeds the salary which the employee is receiving.

(b) Opt to be placed on a recall list for a period of eighteen (18) months for the purpose of recall to a position within his seniority block for which the employee is qualified after a period of familiarization. If this option is selected, no severance pay will be paid; or

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

(1) A regular employee who, at the time of layoff, has service of three (3) years or more shall be entitled to an amount calculated pursuant to (i) through (iii) below:

- (i) for the first year of completed employment..... three (3) weeks' current salary;
- (ii) for the second year of completed employment .... three (3) weeks' current salary;
- (iii) for each completed year thereafter ..... one-half (½) month's current salary.

(2) A regular employee who, at the time of layoff, has service of less than three (3) years shall be entitled to severance pay in an amount equal to one (1) week's pay for every year of service or major part thereof.

(3) An employee covered by the provisions contained in subsections (1) and (2) above will not receive an amount greater than six (6) months' current salary.

"Service", for the purposes of subsections (1) to (3) above, shall mean any continuous service with the provincial government prior to December 1, 1988 plus subsequent continuous service with any and all contractors for road and bridge maintenance services in Service Area 16, to which this Agreement applies.

(4) (i) Regular employees hired or converted to regular status after July 1, 2002 shall be entitled to severance notice or pay in lieu of notice in accordance with the *Employment Standards Act*, but not to exceed eight (8) weeks.

(ii) Regular employees hired or converted to regular status prior to July 2002 shall be entitled to the current applicable severance pay provisions set out above, however it is understood that upon expiry of the next MOT contract, the current severance pay provisions shall cease to have application and that clause (1) above will have application to all regular employees regardless of their hire date.

(5) In addition to the circumstances by which an employee normally accesses the provisions of Clauses 13.2(c)(1) to (3) such severance pay is payable by Interior Roads Ltd. to employees in Service Area 16 in the event that Interior Roads Ltd. ceases operations of highway and bridge maintenance in Service Area 16, including the decision of Interior Roads Ltd. or the government of BC not to renew the contract for highway or bridge maintenance in Service Area 16 and another contractor assumes operation of highway and bridge maintenance in Service Area 16 and that contractor is not a successor employer pursuant to relevant legislation and/or this Agreement.

(6) Severance pay is not payable by Interior Roads Ltd. to employees in Service Area 16 in the event that Interior Roads Ltd. ceases operations of highway and bridge maintenance in Service Area 16, including the decision of Interior Roads Ltd. or the government of BC not to renew the contract for highway and bridge maintenance in the service area and:

- (i) operations of highway and bridge maintenance in Service Area 16 reverts to the government of BC, or

- (ii) another contractor assumes the operation of highway and bridge maintenance in Service Area 16 and that contractor is a successor employer to Interior Roads Ltd. pursuant to relevant legislation and/or this Agreement.
- (d) Opt for early retirement.
- (e) Fill a vacancy in another seniority block within the specific service area provided the employee has the necessary qualifications to perform the job. The vacancy must be at the same or lower rate of pay.
- (f) Bump the junior employee at another seniority block. In doing so he must bump into an equivalent or lower classification provided he has the necessary qualifications to perform the job.

### 13.3 Pre-Layoff Canvass

- (a) Prior to the layoff of regular employee(s) under Article 13 of this Agreement, the Employer may, within a seniority block as defined in Clause 11.6, canvass any employee or group of employees to invite:
  - (1) placement into a vacant regular position within the seniority block, or
  - (2) resignation with severance as provided for in Clauses 13.2(c)(1), (2), and (3).

The Employer will advise employees of the number of individuals likely to be affected by a prospective layoff.

- (b) Where an employee selects an option or accepts an offer of placement, once confirmed in writing, such acceptance is final and binding upon the employee, subject to the Agreement of the Employer.
- (c) The Employer may establish reasonable time periods in which responses from employees will be received for consideration.

## ARTICLE 14 - HOURS OF WORK

### 14.1 Hours of Work

The hours of work will be:

- (a) *Regular Maintenance Crews*: Thirty-five (35) hours per week based on a 5:2 pattern for winter shifts and a 5:2/5:2/4:3 pattern for summer shifts or as mutually agreed otherwise, and such pattern as is reached pursuant to Clause 14.2 for other shifts.
- (b) The Labour-Management Committee may mutually agree to projects at forty (40) hours per week.

### 14.2 Work Schedules

- (a) The Employer shall determine when various services are provided (hours of operation), the classifications of positions, and the numbers of employees required to provide the services.
- (b) Other work schedules may be established by mutual agreement between the parties in accordance with the table below. The hours of work specified in Clause 14.1 shall not be changed by such work schedules.

Table of Recognized Workday Lengths and Shift for Patterns for a 35-Hour Workweek								
Length Of Scheduled Workday	Shift Pattern	Workdays Scheduled	Workdays Required	Surplus Or Shortage	Number of Days of Rest	Statutory Holiday Provisions	# of Statutory Holidays Shut Down	Statutory Holiday Lieu Days
7hrs/49min	5:2/4:3	224	224	0	130	Shut Down	11	--
7hrs/30min	5:2/5:2/4:3	233	233	0	121	Shut Down	11	--
7hrs	5:2	250	250	0	104	Shut Down	11	--
8hrs/45min	4:3	198	200	* -2	156 (156-2=154)	Shut Down	11	--
8hrs/50min	4:3	198	198	0	156	Shut Down	11	--
7hrs/30min	2:1	232	232	0	122	Shut Down	11	--
10hrs	4:3/3:4	175	175	0	179	Shut Down	11	--

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

Should the parties fail to agree on an appropriate work schedule, the matter will be referred to expedited arbitration, pursuant to Clause 9.6, for resolution. The Employer has the option to implement the disputed shift until such time as an arbitrated settlement is reached. The Arbitrator, in making his determination, shall choose either the company- or the Union-proposed work schedule for implementation. The onus will be on the party requesting a shift pattern other than 5:2 for winter shifts and 5:2/5:2/4:3 for summer shifts. The foregoing will not preclude start-time adjustments subject to mutual agreement of the parties at the local level. Such adjustment will not be considered a "new" schedule for this clause.

(c) Work schedules will be limited to a maximum of three (3) per calendar year with a minimum duration of two (2) months for any work schedule, except by mutual agreement at the local level. The new schedules, once agreed upon, shall be posted fourteen (14) days prior to implementation.

(d) Shifts for foremen, may be increased by one-half ( $\frac{1}{2}$ ) hour per day and will be consistent with the schedule being worked by the workers supervised. Such additional time will accumulate as earned time off and be administered pursuant to Clause 14.8.

(e) Other shift patterns may be negotiated by mutual agreement at the Labour-Management Committee.

### 14.3 Rest Periods

All employees shall have two (2) ten (10) minute rest periods in each shift in excess of six (6) hours; one (1) rest period to be granted before and one (1) after the meal period. Rest periods shall not begin until one (1) hour after commencement of the shift or not later than one (1) hour before either the meal period or end of shift. Rest periods shall be taken without loss of pay to the employees.

### 14.4 Standby Provision

Where regular employees are required to stand by to be called for duty under conditions which restrict their normal off-duty activities, they shall be compensated at straight-time in proportion of one (1) hour's pay for each three (3) hours standing by. An employee designated for standby shall be immediately available for duty during the period of standby at a known telephone number. No standby payment shall be made if an employee is unable to be contacted or to report for duty when required. The provisions of

this clause do not apply to part-time employees who are not assigned a regular work schedule and who are normally required to work whenever called. Employees required to stand by will not be required to stand by on two (2) consecutive weekends or on two (2) consecutive designated paid holidays, except by mutual agreement. This provision will not apply in emergency situations.

#### **14.5 Meal Periods**

Recognized meal periods will be within the middle two (2) hours of the workday or shift. The normal meal period will be without pay and will not be less than one-half (½) hour and not more than one (1) hour. Lengthening of the scheduled workday will not be achieved by expanding the normal meal period except by mutual agreement.

Employees who are required to perform their duties during the meal period, shall be paid one and one-half times (1½x) the base rate for the duration of the recognized meal period and will be given a meal period, if possible, without pay at another time in the shift or workday.

#### **14.6 Days of Rest**

(a) The normal days of rest, except as has been otherwise agreed in section (b) below, shall be Saturday and Sunday.

(b) Due to contractual obligations with the Ministry of Transportation, Interior Roads Ltd. may be required to operate on a seven (7) days per week basis. The work schedule will ensure that an employee's days of rest are on consecutive days.

#### **14.7 Winter Shifts for Highway Maintenance Crews**

(a) The Union and the Employer recognize that the implementation for highway maintenance winter shifts is largely dependent on winter conditions and that shifts may have to be implemented on short notice.

(b) However, it is agreed that wherever possible the negotiations of these shift schedules should be undertaken at least forty-five (45) days prior to anticipated commencement and that fifteen (15) days should be provided for any sign up and selection process which is involved. The Employer will post the winter schedule listing the operator classifications required for each shift and sign-up will be in accordance with Clause 14.9. The regular operators on afternoon and night shifts will be paid that rate for the duration of the time that the specific equipment classification is required on winter shift. Employees required to operate a yet higher classification of equipment, for a period of time, will receive the appropriate substitution pay.

Recognizing (a) above, when the Employer anticipates that the need for a certain classification is no longer required on winter night shift, the most senior operator in that classification will be offered the option of returning to day shift at his regular rate of pay or staying on night shift at the level of classification still required on night shift providing, of course, that the operator shall not bump a more senior operator in that classification.

#### **14.8 Earned Time Off**

(a) Earned time off is to be considered as a "*straight-time*" credit and will be scheduled off by mutual agreement based on operational requirements. Such time off shall be scheduled by May 1 of each year.

(b) If earned time off cannot be scheduled by mutual agreement by May 1 of each year, then the Employer, at his option, may schedule the employee for such time off or provide to the employee a cash payment in lieu of such time off at the double-time (2x) rate.

#### **14.9 Rotation of Shifts**

(a) Shift rotation shall only occur where there is a majority agreement among the employees involved within the classification series at each seniority block.

- (b) Where a machine is being utilized on a regular basis on a day shift only, the operator normally assigned to the machine shall not be required to enter into a winter shift pattern to operate other classes of machines.
- (c) Where the shift schedule changes result in workdays of the new schedule falling on rest days of the old schedule then every attempt shall be made to provide a minimum of one (1) rest day between shifts.
- (d) Employees at an assembly point assigned to operate equipment on winter shifts shall sign up in the following order:
- (1) by seniority for all employees classified at the level of the work to be performed; followed by
  - (2) seniority for all employees from other classifications.

#### **14.10 Employees Working Away From Their Assembly Point**

Employees working away from their point of assembly shall be compensated for all hours in transit to the work location. Return travel in excess of one-half (½) hour per day shall be reimbursed at the hourly rate. Return travel of up to one-half (½) hour per day shall be compensated within the existing daily rate.

#### **14.11 Split Shifts**

No employee will be required to work a split shift, unless there is mutual agreement between the parties.

#### **14.12 Conversion of Hours**

- (a) *Lieu Days*: Where an employee is granted a lieu day pursuant to Clause 17.3, the time off granted per lieu day will be in accordance with the current length of the scheduled workday.
- (b) *Designated Paid Holidays*: Where an employee is granted a designated paid holiday pursuant to Article 17, the time off granted per designated paid holiday will be in accordance with the current length of the scheduled workday.

### **ARTICLE 15 - SHIFT WORK**

#### **15.1 Definition of Shifts**

- (a) *"Day shift"* means all hours worked on any shift which starts between 4:30 a.m. and 1:59 p.m. inclusive.
- (b) *"Afternoon shift"* means all hours worked on any shift which starts between 2:00 p.m. and 8:59 p.m. inclusive.
- (c) *"Night shift"* means all hours worked on any shift which starts between 9:00 p.m. and 4:30 a.m. inclusive.

#### **15.2 Shift Premiums**

- (a) Shift premiums shall be as follows:
- Afternoon .....eighty-five cents (85¢);  
Night .....one dollar (\$1).
- (b) An employee working a full shift which begins between 11:00 a.m. and 1:59 p.m. inclusive shall receive the shift premium for all hours worked after 2:00 p.m.

(c) Shift premiums will apply to overtime hours worked in conjunction with a shift. An employee who is called out between 9:00 p.m. and 4:29 a.m. shall receive the shift premium for each hour worked during the callout period, up to the commencement of his regular scheduled shift.

### 15.3 Work Schedule Premiums

(a) In the event that the work schedule or shift for a regular employee or a temporary employee working a scheduled shift roster is changed without forty-eight (48) hours' advance notice and such change is the result of the actions of another employee covered by this Agreement utilizing the benefits provided for by the provisions of this Agreement, the employee will receive a premium of fifty-five cents (55¢) per hour in addition to his regular pay, for work performed on the first shift to which he changed.

(b) In the event that an employee's work schedule or shift is changed without five (5) days' advance notice and the change results from causes other than that defined in (a) above, the employee shall receive a premium, at the applicable overtime rate, except that if the change results from no fault of the Employer, he shall not receive a premium at overtime rates but shall receive the premium defined under (a) above.

(c) If shifts are scheduled so that there are not twenty-four (24) hours between the start of an employee's shift and the start of his next shift, a premium calculated at the overtime rates will be paid for hours worked on the succeeding shift within the twenty-four (24) hour period.

(d) Where an employee exercises seniority rights to work shifts, one of which falls within the twenty-four (24) hour period from the start of the previous shift, the employee shall not be entitled to claim the premium rate referred to in (a) above.

### 15.4 Exchange of Shifts

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

### 15.5 Minimum Pay When Reporting for Work

(a) Temporary employees who report for work at the call of the Employer shall be paid for all hours worked, with a minimum of two (2) hours' pay at their regular rate, unless the employee is unfit to perform his duties or has failed to comply with the Industrial Health and Safety Regulations of the Workers' Compensation Board.

(b) Where a temporary employee commences work he shall receive four (4) hours' pay at his regular rate unless his work is suspended for reasons completely beyond the control of the Employer or the duration of the work assignment is known in advance by the employee, in which instances the provisions of Clause 15.5(a) above shall apply.

## ARTICLE 16 - OVERTIME

### 16.1 Definitions

(a) "*Overtime*" means work performed by a regular employee in excess or outside of his regularly-scheduled hours of work.

(b) "*Straight-time rate*" means the hourly rate of remuneration.

(c) "*Time and one-half*" means one and one-half times (1½x) the straight-time rate.

(d) "*Double-time*" means twice (2x) the straight-time rate.

(e) "*Double-time and one-half*" means two and one-half times (2½x) the straight-time rate.

## 16.2 Rates of Compensation

Where an employee is authorized to perform overtime, he shall be compensated as follows:

- (a) one and one-half times (1½x) for the first three (3) hours of overtime;
- (b) double-time (2x) for hours worked in excess of (a);
- (c) one and one-half times (1½x) for hours worked on a day of rest.

## 16.3 Minimum Increment and Method of Compensation

- (a) Overtime shall be compensated in thirty (30) minute increments for periods of overtime over ten (10) minutes in duration.
- (b) Overtime compensation shall be monetary unless the employee indicates, in writing to the Employer, his desire to have such compensation in time off in lieu of payment. If the employee chooses time off, such time off shall be scheduled by mutual agreement between the employee and the Employer by May 1 of each year. If compensatory time off cannot be scheduled by mutual agreement by May 1 of each year, the Employer, at his option, may schedule the employee for such time off or provide to the employee a cash payment in lieu of such time off.
- (c) When overtime is worked the employee shall indicate on his daily time card whether he elects to have such overtime compensation in all cash, or all time off. If a choice is not recorded on the daily time card, the overtime will automatically be paid in cash. The Employer agrees that scheduling of compensatory time off shall not be unreasonably withheld.

## 16.4 Sharing of Overtime

- (a) Overtime work shall be allocated on a rotation basis, in order of seniority, considering the availability of qualified employees. Such equitable sharing (including temporary employees not on layoff) shall be by seniority block by each: shop (mechanical); shop (parts/stockworkers); road crew; specialty crews; bridge crew; sign workers.

Note: "*Equitable sharing*" means allocation on a rotation basis.

- (b) The equitable sharing will be calculated separately for the winter and summer shifts.
- (c) The Employer shall maintain records of all offers of overtime by name, date, time, method of offer, the response to the offer, and any reasons for declines. Such records shall be available for viewing by all employees.
- (d) A list of overtime worked, by groups as above, shall be posted and regularly maintained as such overtime is worked.
- (e) Should a dispute arise concerning the allocation of overtime, the Employer agrees that access to the overtime records shall be given to a union representative.

## 16.5 No Layoff to Compensate for Overtime

Employees shall not be required to layoff during regular hours to equalize any overtime worked, unless by mutual agreement in accordance with Clause 16.3.

## 16.6 Right to Refuse Overtime

All employees shall have the right to refuse overtime work, except in an emergency situation, without being subject to disciplinary action. An employee on standby pursuant to Clause 14.4 shall not have the right to refuse callout or overtime work. Where all employees decline overtime work, the Employer will have the right to recall temporary workers from layoff.

**16.7 Callout Provisions**

- (a) An employee who is called back to work outside his regular working hours shall be compensated for actual time worked at overtime rates. He shall be compensated from the time he leaves his home to report for duty until the time he arrives back upon proceeding directly to and from work.
- (b) *Callout Time Which Abuts the Succeeding Shift:*
- (1) If the callout is for three (3) hours or less, the employee will be required to work the callout period and the whole of the abutting shift. In this case, compensation shall be at overtime rates for the callout period and at the straight-time rate for the regular shift.
- (2) If the callout is for longer than three (3) hours, the employee will be required to work the callout period and a portion of the abutting regular shift. The portion of the regular shift which must be worked will be regular shift less the amount that the callout exceeds three (3) hours. Compensation shall be at overtime rates for the callout period and straight-time for the regular shift without shortfall.
- (3) For the purpose of (1) above, it is agreed that "callout" means that an employee has been called out without prior notice.
- (c) *Overtime or Callout Which Does Not Abut the Succeeding Shift:* When overtime is worked there shall be an elapsed time of eight (8) hours between the end of overtime and the time the employee reports for duty on the next regular shift, with no shortfall out of his regular shift.
- (d) Time spent by an employee travelling to work or returning to his residence before and after callout shall constitute time worked at the overtime rate.

**16.8 Rest Interval After Overtime**

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

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

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

New Year's Day	Canada Day	Remembrance Day
Good Friday	British Columbia Day	Christmas Day
Easter Monday	Labour Day	Boxing Day
Queen's Birthday	Thanksgiving Day	

- (b) Any other day proclaimed a holiday by federal or provincial governments shall also be a paid holiday.
- (c) For an employee whose workweek is from Monday to Friday and when any of the above-noted holidays fall on a Saturday and is not proclaimed as observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement; when a holiday falls on a Sunday and it is not proclaimed as being observed on some other day, the following Monday (or Tuesday, when the preceding section already applies to the Monday) shall be deemed to be the holiday for the purpose of this Agreement.

**17.2 Holiday Falling on a Non-Scheduled Workday**

- (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 which shall be scheduled by mutual agreement between the employee and the Employer.
- (b) If an employee is called in to work on the day designated as the lieu day pursuant to (a) above, he shall be compensated at time and one-half (1½x).
- (c) An employee who works on a designated holiday, which is not a scheduled workday, shall be considered to have worked overtime and shall receive his regular day's pay and shall receive additional compensation at the rate of time and one-half (1½x) for all hours worked, except for Christmas and New Year's when the additional compensation shall be at the rate of double-time (2x) for all hours worked.

**17.3 Holiday Falling on a Scheduled Workday**

An employee who works on a designated holiday, which is a scheduled workday, shall be compensated at the rate of time and one-half (1½x) for hours worked, plus a day off in lieu of the holiday. Lieu days earned pursuant to this clause shall be scheduled by mutual agreement. However, where an employee works Christmas Day or New Year's Day, the rate will be double-time (2x) plus a day off in lieu.

Except where there is a local agreement to the contrary, the statutory holiday graveyard shift will be the shift where the majority of the hours of the shift occur on the statutory holiday.

**17.4 Holiday Coinciding with a Day of Vacation**

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

**17.5 Christmas or New Year's Day Off**

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

**17.6 Paid Holiday Pay**

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

**17.7 Workday Scheduled on a Paid Holiday**

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

**17.8 Paid Holidays for Temporary Employees**

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

**ARTICLE 18 - ANNUAL VACATIONS****18.1 Annual Vacation Entitlement**(a) *Definitions:*

"*Vacation year*" - for the purposes of this article, a vacation year shall be the calendar year commencing January 1 and ending December 31.

"*First vacation year*" - the first vacation year is the calendar year in which the employee's first anniversary falls.

(b) A regular employee who has received at least ten (10) days' pay at straight-time rates for each calendar month will have an annual vacation entitlement as follows:

<b>Vacation Years</b>	<b>Workdays</b>
First to fifth .....	fifteen (15)
Sixth .....	sixteen (16)
Seventh .....	seventeen (17)
Eighth .....	twenty-one (21)
Ninth.....	twenty-two (22)
Tenth.....	twenty-three (23)
Eleventh.....	twenty-four (24)
Twelfth to nineteenth.....	twenty-five (25)
Twentieth to twenty-fourth and thereafter.....	thirty (30).

*NOTE: Where an employee is on a modified workweek schedule, i.e., other than a standard 5:2/seven (7) hour day, it is understood that the vacation days are converted to hours. For each day of vacation the hourly entitlement is reduced accordingly. This application is reversed if an employee's work schedule returns to the standard as set out above.*

(c) Employees who served with the Commonwealth Forces during World War II (including service on the high seas) or the Korean Conflict and had such time observed by the government, for the purposes of vacation calculation, will continue to receive credit for such time.

**18.2 Vacation Earnings for Partial Years**

(a) (1) During the first partial year of service a new employee will earn vacation at the rate of one and one-quarter ( $1\frac{1}{4}$ ) days for each month for which he earns ten (10) days' pay.

(2) Any unused vacation earned during the first partial year will be paid to the employee on the final payday of that year.

(b) During the first and subsequent vacation years a regular employee will earn one-twelfth ( $\frac{1}{12}$ ) of the annual entitlement for each month in which the employee has received at least ten (10) days' pay at straight-time rates. Where an employee has taken more vacation than earned, the unearned portion taken shall be charged against future earned credits or recovered upon termination, whichever occurs first.

**18.3 Vacation Scheduling**

(a) With the exception of authorized vacation carryover under Clause 18.6, the scheduling and completion of vacations shall be on a calendar year basis.

(b) The calendar year in which an employee's first anniversary falls shall be the first vacation year. For the purpose of additional leave entitlement, the calendar year in which the fifth anniversary falls shall be the fifth vacation year; in which the sixth anniversary falls shall be the sixth vacation year; etcetera.

(c) *Vacation Period:*

(1) The Employer will endeavour to allow as many regular employees as possible to take their vacation at any time of the year. During winter shift a maximum of one (1) regular employee in each classification may take his vacation subject to Clause 18.3(d) of this Agreement.

(2) Notwithstanding (1) above, work groups consisting of six (6) to eight (8) employees, as at April 1 of each year, may have their availability to take vacation during July, August, and the period December 1 to March 15, limited to two (2) employees away at a time in each classification series. Likewise, work groups of five (5) or less employees, as at April 1, may have their availability to take vacation during those months limited to one (1) employee away at a time in each classification series.

(d) *Preference in Vacation:*

(1) A preference in selection of vacation time shall be determined in each work group on the basis of service seniority within that work group.

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

(e) *Scheduling of Vacation:*

(1) Vacation schedules will be posted between December 1 and December 15 for the period of January 1 through April 30 and between April 1 and April 15 for the period May 1 through December 31. The Employer will approve vacations within fourteen (14) days immediately following the posting period.

(2) Employees who do not exercise their seniority rights within fourteen (14) days of the vacation schedule being posted shall not be entitled to exercise those rights with respect to any vacation time previously selected by employees with less seniority. The Employer reserves the right to schedule vacation for those employees who have not selected their vacation by May 15, except for vacation to be carried over as allowed under Clause 18.6 of this Agreement. Vacation schedules, once approved, will only be changed with Employer approval in exceptional circumstances.

(3) An employee who transfers to another work location where the vacation schedule has already been completed will not be entitled to exercise his seniority rights for that year only. However, every effort shall be made to grant vacation at the time of the employee's choice.

(4) An employee transferred by the Employer shall maintain his vacation period, provided that any other employee's vacation period shall not be affected.

(5) The Employer shall make every reasonable effort to contact employees who are absent in order to establish such employees' preference for vacation.

(f) *Vacation Relief:* Where vacation relief is required, the Employer shall give regular employees the opportunity to substitute and shall make every reasonable effort to arrange for staff replacement in the lowest-paying category.

#### **18.4 Vacation Pay**

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

**18.5 Approved Leave of Absence During Vacation**

When an employee is in receipt of sick leave or paid leave during his vacation period, there shall be no deduction from the vacation credits for such leave. The period of vacation so displaced shall be taken at a mutually agreed time. An employee intending to claim displaced vacation leave must advise the Employer and provide necessary documentation within three (3) days of returning to work.

**18.6 Vacation Carryover**

(a) An employee may carry over up to five (5) days' vacation leave per vacation year provided that such vacation carryover shall not exceed ten (10) days at any time. Employees in their first partial year of service, who commenced prior to July 1 of that year, may carry over up to five (5) days' vacation leave into their first vacation year.

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

**18.7 Callback from Vacation**

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

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

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

**18.8 Vacation Leave on Retirement**

An employee who is scheduled to retire and to receive a pension allowance under the pension plan shall be granted full vacation entitlement for the final calendar year of service.

**18.9 Vacation Credits Upon Death**

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

**18.10 Vacation Entitlement for Temporary Employees**

Temporary employees will be entitled to receive vacation pay at the rate of six percent (6%) of their regular earnings. Temporary employees shall receive such earned vacation pay on each paycheque.

**ARTICLE 19 - SICK LEAVE****19.1 Waiting Period**

Benefits for weekly indemnity insurance will commence:

(a) on the first day of injury or hospitalization, or

(b) on the seventh day in the event of continuous illness that is in excess of six (6) days. During this waiting period, employees will receive seventy-five percent (75%) of their regular basic pay.

Benefits will be paid to the employee at seventy-five percent (75%) of their basic pay. The Employer will not unreasonably deny employees an advance on their weekly indemnity benefits, where there is a delay

in payment from the insurer such that the employee does not receive the expected funds on the regular payday.

### **19.2 Top-Up**

Whenever an employee is absent due to illness or injury, the employee may authorize that his reduced sick leave rate be topped up to one hundred percent (100%). Such top-up shall be deducted from time credits owing to the employee from his accrued ETO, CTO, or vacation, in that order.

### **19.3 Employee to Advise Supervisor**

An employee is obligated to inform his supervisor that he is unable to report for duty. Generally, such notification will be on a daily basis except where the initial notification has specified a multiple day absence. The employee will update his supervisor as soon as reasonably possible if such circumstances change.

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

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

- (a) a medical practitioner qualified to practice in the Province of BC, or
- (b) the consulting physician to whom the employee is referred by the medical practitioner in (a) above, providing medical evidence of the employee's inability to work in any of the following circumstances:
  - (1) where it appears that a pattern of consistent or frequent absence from work is developing;
  - (2) where the employee has been absent for six (6) consecutive scheduled days of work.

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

### **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 special leave, at his 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 five (5) workdays.
- (b) "*Immediate family*" is defined as an employee's parent, spouse (including common-law spouse), child, brother, sister, father-in-law, mother-in-law, grandchild, stepchild 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, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, the employee shall be entitled to special leave for one (1) day.
- (d) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and shall be credited the appropriate number of days to his vacation leave credits.
- (e) Temporary 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 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;

- (4) serious household or domestic emergency ..... one (1) day;
  - (5) moving household furniture and effects ..... one (1) day;
  - (6) attend his formal hearing to become a Canadian citizen . one (1) day;
  - (7) attend funeral as pallbearer or mourner ..... one-half (½) day;
  - (8) court appearance for hearing of employee's child ..... one (1) day.
- (b) Two (2) weeks' notice is required for leave under (a)(1), (2), (5), and (6) above.
- (c) For the purpose of (a)(2), (4), (5), (6), (7), and (8) above, leave with pay will be only for the workday on which the situation occurs.
- (d) For the purpose of determining eligibility for special leave under (a)(5), an employee will qualify if he is maintaining a self-contained household and if he is changing his place of residence which necessitates the moving of household furniture and effects during his normal working hours, and if he has not already qualified for special leave under (a)(5) on two (2) occasions within the preceding twelve (12) months.

### 20.3 Family Illness

- (a) In the case of illness of a dependent child or spouse of an employee, and when no one at the employee's home other than the employee can provide for the needs of the ill child or spouse, the employee shall be entitled, after notifying his supervisor, to use up to a maximum of two (2) days' paid leave at any one time for this purpose.
- (b) The Employer may request a report from a qualified medical practitioner when it appears that a pattern of consistent absence is developing.

### 20.4 Full-Time Union or Public Duties

The Employer shall grant, on written request, leave of absence without pay or benefits:

- (a) for employees to seek election in a municipal, provincial, or federal election for a maximum period of ninety (90) days;
- (b) for employees selected for a regular position with the Union or any body to which the Union is affiliated for a period of one (1) year;
- (c) for employees elected to a public office for a maximum period of five (5) years;
- (d) for an employee elected to the position of President or Secretary-Treasurer of the BCGEU. The leave shall be for a period of three (3) years and shall be renewed upon request.

### 20.5 Leave for Court Appearances

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

## 20.6 Elections

Any employee eligible to vote in a federal, provincial, or municipal election or a referendum shall have four (4) consecutive clear hours during the hours in which the polls are open in which to cast his ballot.

## 20.7 General Leave

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

## 20.8 Leave for Medical and Dental Care

- (a) Where it is not possible to schedule medical and/or dental appointments outside regularly-scheduled working hours, reasonable time off for medical and dental appointments for employees or for dependent children shall be permitted, but where any such absence exceeds two (2) hours, the full-time absence shall be charged to the entitlement described in Clause 20.10.
- (b) Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct, from their credit described in Clause 20.10, the necessary time, including travel and treatment time up to a maximum of three (3) days, to receive medical and dental care at the nearest medical centre for the employee, his spouse, dependent child, or a dependent parent permanently residing in the employee's household or with whom the employee permanently resides. The Employer may request a certificate of a qualified medical or dental practitioner, as the case may be, stating that treatment could not be provided by facilities or services available at the employee's place of residence.
- (c) When accessing time off in sections (a) or (b) above, it is understood that the employee should give as much notice as possible, generally not less than forty-eight (48) hours.

## 20.9 Definition of Child

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

## 20.10 Maximum Leave Entitlement

Paid leaves taken shall not exceed a total of thirty-five (35) hours per calendar year, unless additional special leave is approved by the Employer. Bereavement leave is not considered paid leave for purposes of this article.

## 20.11 Emergency Service and Reserve Component Leave

- (a) *Emergency Service*: Where employees' services are required for emergency operations by request from provincial emergency programs, or appropriate police or fire authority, leave from work as required will be granted without loss of basic pay. If any remuneration, other than for expenses, is received, it shall be remitted to the Employer. In order for an employee to qualify for paid leave, he must have provided evidence, in the form of a valid provincial emergency program registration card or appropriate authorization/identification for other emergency services, to the Employer for approval prior to any such leave. When employees are called to respond to an emergency situation that requires an immediate response, such leave shall be deemed as approved, unless the Employer has an emergency that requires the employee to be at work. Employees will inform their immediate supervisor/office/answering service prior to responding.

(b) *Reserve Component*: Employees who previously participated in activities related to the Reserve Component of the Canadian Armed Forces may be granted leave of absence as follows:

- (1) *With pay* - where an employee is required to take annual training with Her Majesty's reserve forces, provided any remuneration from the Government of Canada is remitted to the Employer;
- (2) *Without pay* - where an employee participates in a program of training for the purpose of qualifying for a higher rank;
- (3) *Without pay* - where an employee, as a delegate, attends meetings of service associations or conferences related to the Canadian Armed Forces.

Any remuneration received from the Government of Canada for the purposes of activities related to the Canadian Armed Forces may be retained by the employee when on leave of absence without pay, or where he chooses to use part or all of his annual vacation entitlement for these activities, or where he elects to take leave of absence without pay for annual training as stipulated in (1) above.

#### **20.12 Leave for Writing Examinations**

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

#### **20.13 Leave for Taking Courses**

- (a) An employee shall be granted leave with pay to take courses at the request of the Employer. The Employer shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees, course-required books, necessary travelling and subsistence expenses, and other legitimate expenses where applicable. Fees are to be paid by the Employer when due.
- (b) An employee may be granted leave without pay, or leave with partial pay, to take courses in which the employee wishes to enrol.

#### **20.14 Donor Leave**

An employee shall be granted the necessary leave of absence for the purpose of donating bone marrow or an organ. An employee on such leave will be entitled to weekly indemnity benefits as per Clause 19.1(a).

#### **20.15 Other Religious Observances**

- (a) Employees who are members of non-Christian religions are entitled to up to two (2) days' leave without pay per calendar year to observe spiritual or holy days. Such leave shall not be unreasonably withheld.
- (b) A minimum of two (2) weeks' notice is required for leave under this provision. Where two (2) weeks' notice is not possible due to the unpredictable nature of the spiritual or holy days, then as much notice as possible shall be provided.
- (c) Employees granted leave under this provision may utilize or reschedule CTO, ETO, unused vacation or lieu days.

### **ARTICLE 21 - PARENTAL, MATERNITY & ADOPTION LEAVES AND ENTITLEMENTS**

#### **21.1 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 ten (10) weeks prior to the expected date of the termination of the pregnancy.
- (c) The period of maternity leave may commence as early as eight (8) weeks prior to the expected date of the termination of the pregnancy. The commencement of leave may be deferred for any period approved in writing by a duly-qualified medical practitioner.

### **21.2 Parental and Adoption Leave**

- (a) Upon request an employee shall be granted leave of absence without pay for up to thirty-seven (37) weeks for parental or adoption leave.
- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the thirty-seven (37) weeks' parental or adoption leave between them. The leave shall only be granted to one (1) employee parent at a time.
- (c) Leave taken under this clause shall commence in the case of a mother, immediately following the conclusion of leave taken pursuant to Clause 21.1 above, and in the case of the father, following the birth or adoption of the child.
- (d) Such written request, pursuant to (a) above, must be made at least four (4) weeks prior to the proposed leave commencement date.
- (e) Where parental and/or adoption *Employment Insurance Act* benefits are extended under the *Act*, the period of leave entitlement under this clause will be extended for an equal period.

### **21.3 Benefits**

- (a) The Employer shall maintain coverage for medical, extended health, dental, group life, and long-term disability benefits and shall pay the Employer's and the employee's share of these premiums and benefit costs during the period of any maternity, adoption, or parental leave (maximum of six [6] months). The Employer will be entitled to reimbursement for the employee's share of these premiums and costs in the event that the employee does not return to work for a period of at least six (6) months.
- (b) Notwithstanding any other provisions of this Agreement, vacation entitlements and vacation pay shall continue to accrue while an employee is on maternity, adoption, or parental leave for the first six (6) months of such leave providing the employee returns to work for a period of at least six (6) months. Vacation earned pursuant to this clause may be carried over to the following year, notwithstanding any other clause in this Agreement.

### **21.4 Rights on Return to Work**

- (a) On return to work from maternity, adoption, and/or parental leave, an employee shall be placed in her or his former position at a salary level she or he would have achieved but for the leave(s), or in a position of equal rank and salary.
- (b) An employee shall accumulate seniority while on maternity, adoption, and/or parental leave.

### **21.5 Extension of Maternity or Adoption Leave**

- (a) Maternity or adoption leave shall be extended for up to an additional six (6) months for health reasons where a doctor's certificate is presented and where the medical condition relates to the child or children.
- (b) Maternity or adoption leave may be extended for a period up to six (6) months at the request of the employee. Such requests will be given reasonable consideration by the Employer.

**ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY****22.1 Statutory Compliance**

The Union and the Employer agree that regulations made pursuant to the *Workers' Compensation Act*, the *Workplace Act*, or any other statute of the Province of BC, pertaining to the working environment, shall be fully complied with.

**22.2 Safety Program**

The Employer shall establish a safety program and schedule monthly tool box meetings with employees in each reporting point to discuss health and safety matters. The Employer shall maintain a record of the meeting and matters discussed. Copies of the monthly tool box report and minutes of the local Occupational Health and Safety Committee Meetings shall be sent to members of the Occupational Health and Safety Committee and the Union area office.

**22.3 Local Occupational Health and Safety Committee**

- (a) The Employer shall initiate and maintain, at the regular place of employment, Local Occupational Health and Safety Committees where there is, subject to the provisions of Clause 22.1, a workforce of twenty (20) or more workers in an operation or work area classified as A (High) or B (Medium) by WCB First Aid Regulations.
- (b) Employees who are representatives of this Committee shall not suffer any loss of pay for the time spent attending a committee meeting, job site inspection, accident investigation or training in accordance with the WCB Regulations.
- (c) Committee meetings shall be scheduled during normal working hours whenever practicable. Time spent by designated committee members attending meetings held on their days of rest or outside their regularly-scheduled hours of work shall not be considered time worked, but such committee members shall receive equivalent time off at the straight-time rate.

**22.4 Unsafe Work Conditions**

No employee shall be disciplined for refusal to work on an assignment which, in the opinion of a member of the Occupational Health and Safety Committee, a person designated by a Safety Committee, a Safety Officer, or a steward at a worksite where there is no Safety Committee, following an onsite inspection and discussion with a representative of the Employer, does not meet the standards established pursuant to the *Workers' Compensation Act*.

Where an employee acts in compliance with Section 3.24 of the WCB Industrial Health and Safety Regulations, he shall not be subject to disciplinary action.

**22.5 Injury Pay Provision**

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

**22.6 Transportation of Accident Victims**

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

**22.7 Investigation of Accidents**

- (a) Pursuant to Section 6 of the WCB Industrial Health and Safety Regulations, all accidents shall be investigated jointly by at least one (1) representative designated by the Union and one (1) employer representative.

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

- Workers' Compensation Board;
- Employer designate(s);
- BCGEU designate(s);
- Occupational Health and Safety Committee Members.

(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 for a joint investigation as soon as possible.

(d) Time spent in accident investigation will be considered time worked based on the employee's classification in effect at the time of the investigation. Applicable overtime rates will also be paid.

## 22.8 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, or where employees are currently performing first aid duties in addition to the normal requirements of the job, the cost of obtaining and renewing the Occupational First Aid Certificate shall be borne by the Employer and leave to take the necessary courses shall be granted with pay.

(c) Employees required to possess an Occupational First Aid Certificate and who are designated to act as the First Aid Attendant in addition to their normal job responsibilities shall receive the following allowance on the basis of the class of certificate which they hold:

- Level 3 – fifty dollars (\$50) biweekly or one hundred dollars (\$100) per month;
- Level 2 – forty dollars (\$40) biweekly or eighty (\$80) per month.

The allowance shall be prorated for partial months. Employees designated to act as the Industrial First Aid Attendant in addition to their normal job duties will receive their full monthly allowance while on approved leave with pay of up to ten (10) days or while on vacation leave with pay.

Where the Employer has an additional requirement for a First Aid Attendant on a temporary basis, provided the employee acts as the First Aid Attendant for a minimum of ten (10) workdays in any month, he shall receive the full monthly allowance.

(d) (1) In order to meet the requirements of (a) above, the Employer will designate in order of seniority from among those regular employees holding an appropriate Occupational First Aid Certificate to act as the First Aid Attendant in addition to the normal requirements of the job.

(2) Where no employee within the work unit possesses an Occupational First Aid Certificate, the opportunity to obtain a Certificate will be offered to regular employees within the work unit in order of service seniority, provided the employee can meet the requirements of the WCB Regulations to undertake the training in order to obtain an Occupational First Aid Certificate.

(3) In the event that the procedures outlined above do not meet the requirements of (a), the Union will assist the Employer to meet their obligations by approaching regular employees in the work unit on behalf of the Employer.

(4) Where (d)(1), (2), and (3) above do not meet, within a reasonable period of time, the requirements of the Employer to achieve (a) above, the Employer may:

- (i) recall a qualified temporary employee, in order of seniority, from those holding the appropriate Occupational First Aid Certificate; and/or

(ii) include an Occupational First Aid Certificate as a desirable qualification on a posting.

(5) Failing (4) above, the Employer may require the most senior employee within the work unit who can meet the requirements of the WCB Regulations to undertake Industrial First Aid training in order to obtain a certificate.

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

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

### **22.10 Radio Contact or Employee Check**

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

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

## **ARTICLE 23 - TECHNOLOGICAL CHANGE**

### **23.1 Notice of Technological Change**

Where the Employer intends to introduce technological change, the Employer shall provide the Union with as much notice as possible, but in any event not less than sixty (60) days. Notice of the change is to include the nature of the change, the anticipated date of effect, and the names of employees likely to be directly affected. A copy of this notice will be sent to the employees so affected.

### **23.2 Meeting Between the Parties**

The parties shall meet within fourteen (14) days of receipt of such notice in order to negotiate periods of training and familiarization.

When it is necessary to reduce staff due to technological change, employees so affected may opt for the provisions of Clause 13.2.

### **23.3 Resolution of Disputes**

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

## **ARTICLE 24 - CONTRACTING IN AND CONTRACTING OUT**

(a) The Union recognizes that the Employer is obligated by the terms of its maintenance contract with the Ministry of Transportation to utilize hired equipment and to subcontract highways roads and bridge maintenance on a contract basis.

(b) The Employer and Union are committed to productive and competitive utilization of bargaining unit employees. In addition the joint Labour-Management Committee shall work together to identify work activities that can be performed more effectively and work activities currently subcontracted that

may be performed by bargaining unit employees in a more cost-effective, timely and competitive manner.

(c) In addition to work specified in (a) it is agreed the Employer can contract out over and above, where they presently do not have the necessary equipment, such as but not limited to gradall, rock scaling, major paving, and surface treatment, major mowing and brushing, dust control/stabilization, pile driving, crushing and screening.

(d) The Employer agrees not to contract out any work presently performed by regular employees covered by this Agreement, which would result in the laying off of said employees.

(e) The Employer agrees that it will not contract out winter maintenance activities while temporary employees are on layoff.

(f) Notwithstanding, this article does not preclude the Employer from choosing the most economical manner available to complete the summer work programs without the requirement to recall temporary employees from layoff.

## **ARTICLE 25 - HEALTH AND WELFARE BENEFITS**

*Note: Reference to a Policy Number in this article is for reference only and is not intended to preclude the Employer from providing the same level of benefit with a different insurer.*

### **25.1 Eligibility**

Temporary employees who are converted to regular status shall be covered under the provisions of the Employer's benefit plan commencing upon the first day of the month following their conversion date. All other employees who are placed in a regular position shall have a ninety (90) day waiting period before coverage under the Plan commences.

### **25.2 Short-Term Illness and Injury Plan (STIIP)**

The Employer will provide a short-term illness and injury plan that entitles regular employees to a benefit of seventy-five (75%) of pay for a period not to exceed six (6) months as provided for under Liberty Health Policy Number 77004.

### **25.3 Basic Medical Services Plan (MSP) Insurance**

All regular employees may choose to be covered by the BC Medical Services Plan benefits and premium rates shall be in accordance with the existing policy of the plan. The Employer will pay one hundred percent (100%) of the regular premium.

### **25.4 Extended Health Care Plan**

Regular employees shall be entitled to coverage for extended health care as provided for under CU&C Health Policy Number 2876 with the following improvements: diabetic supplies at one hundred percent (100%) with no maximum; vision care increased to two hundred and twenty-five dollars (\$225) effective January 1, 2008 and two hundred and fifty dollars (\$250) effective January 1, 2010.

### **25.5 Dental Plan**

Regular employees shall be entitled to coverage for dental care as provided for under CU&C Health Policy Number 2876 with the following improvements: orthodontics maximum increased to two thousand five hundred dollars (\$2,500) effective January 1, 2008 and to three thousand dollar (\$3,000) effective January 1, 2010.

**25.6 Group Life and Accidental Death and Dismemberment**

Regular employees shall be entitled to coverage for group life (regular and optional) as provided for under Liberty Health Policy Number 77004 (group life increased to one hundred thousand dollars [\$100,000] effective January 1, 2010) and basic accidental death and dismemberment as provided for under American Home Policy Number BSC 9023831 and to optional accidental death and dismemberment as provided for under Cigna Policy Number OKE 50002.

**25.7 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.
- (b) The cost of all medical certificates required by the Employer, or the Employer's carrier, shall be borne by the Employer.

**25.8 Medical Examination**

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

**25.9 Short-Term (STIP) and Long-Term Disability (LTD)**

Regular employees shall be entitled to coverage for short-term and long-term disability as provided for under Liberty Health Policy Number 77004.

The Employer shall maintain coverage for MSP, extended health benefits, dental care benefits, group life, accidental death and dismemberment, and long-term disability and shall pay the Employer's share of these premiums while an employee is in receipt of benefits on the long-term disability plan during the twenty-four (24) month own-occupation period. When an employee surpasses his twenty-four (24) month own-occupation period and has been accepted as "*totally disabled*", the Employer will continue to pay the employee's premiums for MSP, dental, and extended health benefits.

On return from leave an employee shall be placed in his former position.

**25.10 Employer to Provide Coverage**

The Employer shall provide coverage as set out in the policies described in Clauses 25.2, 25.3, 25.4, 25.5, 25.6, and 25.9 above and shall pay one hundred percent (100%) of the premiums as set out in these policies. The employee shall pay the premium for any insurance over the amount set out in the policy described in Clause 25.6 above. Benefit coverage for Clause 25.3 will remain in effect until the end of the following month in which an employee is permanently laid off, terminated or resigns. Benefit coverage for Clauses 25.2, 25.4, 25.5, 25.6, and 25.9 will cease immediately upon permanent layoff, resignation, or termination of employment.

**25.11 Workers' Compensation Benefits**

When an employee is on a claim recognized by the WCB, he shall be entitled to receive benefits and seniority until he is medically cleared to return to work.

**25.12 Employee and Family Assistance Program (EFAP)**

The Employer agrees to provide an employee and family assistance program through Brown Crawshaw Inc., or a mutually acceptable service provider up to a maximum annual cost of sixty-eight hundred dollars (\$6800).

### 25.13 Continuation of Benefits

Employees who are eligible for benefits under Clause 25.1 above, may be entitled at the sole discretion of the Employer, to maintain coverage as set out in the policies described in Clauses 25.3, 25.4, and 25.5 and only during the period of an employer-approved leave or temporary layoff.

### 25.14 Copies of the Benefit Plan

- (a) A copy of the master contracts with the carrier for all the benefit plans contained within Article 25 shall be sent to the President of the Union or the appropriate BCGEU area office.
- (b) The Employer will develop a pamphlet detailing the provisions of the benefit plans (i.e. extended health care, dental care, vision care, amounts for specialists, hearing aids, orthotics, group life, short-term illness and injury plan, long-term disability, etcetera) for distribution to all employees eligible for coverage within thirty (30) days of the signing of this Collective Agreement. The cost of such a pamphlet shall be borne by the Employer.

## ARTICLE 26 - EMPLOYEE EQUIPMENT AND CLOTHING

### 26.1 Protective Clothing

- (a) "*Protective clothing*" is understood to mean wearing apparel which protects the employee's clothing from excessive dirt, grease, sparks, or chemicals.
- (b) The Employer agrees to supply the following protective apparel to its employees:
  - (1) individual plant issue coveralls to employees in the following classification series as follows:
    - (i) mechanical - five (5) pairs;
    - (ii) machine operators - two (2) pairs;
    - (iii) bridgeworkers - two (2) pairs.
  - (2) plant issue welder's leather jackets and aprons where appropriate, except in the case of trade journeyman welder(s) who will receive individual issue welder's leather jackets and aprons;
  - (3) plant issue rubber boots, aprons, gloves, and goggles where appropriate when employees are cleaning or washing machinery or equipment;
  - (4) work gloves where the handling of materials is likely to puncture, abrade, or irritate the hands or arms;
  - (5) smocks, aprons, and laboratory coats where the employee's clothes may be soiled due to the work situation;
  - (6) where work is to be performed in inclement weather the necessary rain wear, parkas, and gloves shall also be made available.
- (c) It shall be the Employer's responsibility to clean and maintain all the above items.

### 26.2 Review of Work Clothing Cost to Employer

It is agreed by the parties that, within the six (6) month period of implementation of this Agreement, the Labour-Management Committee will meet to review the matter of protective clothing in an effort to reduce the cost of providing and administering such benefits to employees.

### 26.3 Safety Equipment

With the exception of boots and prescription glasses, the Employer will supply all safety equipment required for the job under WCB Regulations. Where the following safety equipment is required by the

WCB, it will be issued on a individual basis: hard hats and liners where required; safety gloves; safety or welding goggles and helmets; respirators; protective hearing devices; chain saw leggings.

#### **26.4 Replacement Provisions**

Replacement of unserviceable items will be made upon surrender of the items to be replaced, together with proof that replacement is not as a result of negligence by the employee.

#### **26.5 Lockers**

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

### **ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES**

#### **27.1 Paydays**

- (a) Employees shall be paid biweekly every second Friday.
- (b) A comprehensive statement detailing all payments, allowances, Employer and employee pension contributions, and deductions shall be issued to the employee for each pay period.
- (c) The Employer will deposit, without cost to the employee, an employee's pay in a participating chartered bank, trust company, or credit union of the employee's choice on or before the appropriate payday.
- (d) The Employer will make a reasonable attempt to ensure that employees working shifts shall receive pay statements in accordance with the following:
  - *Day shift* - on the payday;
  - *Afternoon shift* - coming off the shift prior to the payday;
  - *Night shift* - coming off the shift the morning of the payday.

#### **27.2 Rates of Pay**

Employees shall be paid in accordance with the rates of pay as set out in Appendix 1 and Article 28.

#### **27.3 Substitution Pay**

- (a) Where an employee substitutes to a higher-paying position for more than one-half ( $\frac{1}{2}$ ) hour, he shall be paid the higher rate by one-half ( $\frac{1}{2}$ ) day increments.
- (b) Substitution to a higher-paying position shall be offered to the most senior qualified employee in the classification series within a seniority block.
- (c) Where an established supervisory position normally exists, it shall be the normal practice that a substitute be designated in accordance with this clause and where the absence exceeds one (1) day.

#### **27.4 Pay on Temporary Assignment**

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

#### **27.5 Salary Protection and Downward Reclassification of Position**

- (a) An employee shall not have his salary reduced by reason of a change in the classification of his position or placement into another position with a lower salary, except in cases where it is caused by the employee or as a result of Article 13 - Layoff.

- (b) Such employee shall not receive negotiated salary increases until the salary of the employee's new classification equals or exceeds the salary which the employee is receiving.
- (c) When the salary of the employee's new classification equals or exceeds the salary which the employee is receiving, the employee's salary will be implemented at the rate of his new classification.
- (d) Such employee shall receive the full negotiated salary increases for his new classification thereafter.

### **27.6 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. The allowance shall cover distance to and from the employee's place of residence, up to a maximum of thirty-two (32) kilometres, only when the employee is required to have his vehicle at work for use in the performance of his duties. The vehicle allowance shall be forty-nine cents (49¢) per kilometre.

### **27.7 Meal Allowances**

Employees on travel status away from their regular point of assembly shall be entitled to a meal allowance for the time spent away from their regular point of assembly. Meal allowances shall be:

Breakfast .....	Nine dollars and fifty cents (\$9.50)
Lunch.....	Eleven dollars and sixty-five cents (\$11.65)
Dinner.....	Nineteen dollars and five cents (\$19.05)
Daily Total .....	Forty dollars and twenty cents (\$40.20)

*Note: Above amount includes GST and gratuities.*

### **27.8 Isolation Allowance**

An isolation allowance shall be paid to each regular employee as follows:

<b>Location .....</b>	<b>Allowance (Biweekly)</b>
Bridge Lake.....	Thirty-eight dollars (\$38)
Goldbridge .....	Fifty-five dollars (\$55)
Mission Mountain .....	Fifty-five dollars (\$55).

### **27.9 Danger Pay**

Except for maintenance bridgeworkers, a premium allowance of sixty cents (60¢) per hour shall be paid in addition to regular rates of pay to employees working on a swing stage, over bridges or stacks or towers, or over the side of buildings or vessels, such that they are working more than fifty (50) feet (15.24 metres) above surrounding terrain. The premium allowance shall apply to actual time while exposed, except that the minimum time shall be one-half (½) hour.

### **27.10 Dirty Money**

A premium allowance of fifty cents (50¢) per hour shall be paid in addition to regular rates of pay to employees who are required to work in areas contaminated with sewage. The premium allowance shall apply to actual time while exposed, except that the minimum time shall be one-half (½) hour.

### **27.11 Welding and Cutting of Galvanized Material**

A premium allowance of one dollar (\$1) per hour shall be paid in addition to regular rates of pay for employees required to weld or torch cut galvanized material. The premium allowance shall apply to actual time while exposed except that the minimum time shall be one-half (½) hour.

**27.12 Board and Lodging Expenses**

Employees will be paid accommodation and board and lodging expenses in accordance with the provisions of Appendix 2 to this Agreement.

**27.13 Return to Regular Point of Assembly**

Both parties recognize the desirability of employees returning from field locations to their regular point of assembly. Transportation shall be made available for return to regular point of assembly for rest days.

**27.14 Tools**

- (a) No employees, other than those classified as tradesmen, helpers, or apprentices, will be required to supply work tools or equipment.
- (b) Subject to the above, the employee shall furnish and replenish his inventory of personal hand tools. The Employer shall furnish and maintain all other equipment as he deems necessary.
- (c) The Employer will replace the employee's hand tools and tool boxes required for the job, which may be lost or broken while used on the job, upon reasonable proof of such loss or breakage, and proof that there has been no negligence on the part of the employee. Replacement will be of equal quality. In order for the employee to qualify for replacement of tools, the employee must provide in advance to the Employer a written inventory of his tools approved by the appropriate Employer Superintendent detailing the number, type, make, and serial number (if applicable) of each tool.

**27.15 Cash Policy**

Employees who are designated the responsibilities of handling cash who make excessive and frequent cash errors shall, at the Employer's option, be provided with further training following which, if such errors continue, they shall be liable for disciplinary action.

**27.16 Training Allowance**

Employees who are required by the Employer to provide training to a specified level and to certify to the competency of the employees so trained shall receive ten dollars (\$10) per day while training. In such cases, the most senior qualified operator with the capability to provide training in the required class of equipment shall be given the opportunity to provide such training.

**27.17 Telephone Allowance**

Employees on travel status who are required to obtain overnight accommodation shall, following the submission of the appropriate documentation and receipts, be entitled to claim for one (1) five (5) minute telephone call home, within the service area, for every second consecutive night away.

**27.18 Vacation Transportation Subsidy for Severely Isolated Locations**

Employees at Goldbridge and Mission Mountain will be entitled to receive, once in each calendar year, a special subsidy to assist them with transportation expenses for themselves and their dependants. This subsidy will be three hundred dollars (\$300) and is only payable in the event that the employee actually leaves the isolated area. This provision will not be extended to any employee hired after March 1, 1995.

**27.19 Retirement Allowance**

Upon retirement from service, an employee who has completed twenty (20) years of continuous service, and who under the provisions of the pension plan is entitled to receive a benefit on retirement, is entitled to an amount equal to his salary for one (1) month, and for each full year of service exceeding twenty (20) years but not exceeding thirty (30) years, is entitled to an additional amount equal to one-fifth ( $\frac{1}{5}$ ) of his monthly salary.

**27.20 Medical Exams**

The Employer agrees to pay for medicals for employees who are required to take a medical to maintain a certain class of licence.

**ARTICLE 28 - APPRENTICESHIP PROGRAM****28.1 Administration and Implementation of Apprenticeship Programs**

The Employer and the Union recognize that apprenticeship programs are the normal procedure for obtaining journeyman qualifications. Administration and implementation of apprenticeship programs will be administered by the Employer.

**28.2 Apprentices Attending School as Required by Provincial Government**

When an apprentice is attending school as required by the applicable ministry of the provincial government, he shall be paid his appropriate wage rate. Where eligible, the apprentice shall apply for a wage allowance from the provincial government and shall remit this allowance to the Employer.

- (a) The Employer will advise apprentices when they are eligible for a provincial government wage allowance.
- (b) Apprentices will qualify for per diem allowance while attending school required by the provincial government. Rates will be the daily totals referred to in Clause 27.7.

**28.3 Apprentices Attending Special Training as Required by Employer**

Where apprentices are required by the Employer to attend specialized training locations, which require them to either relocate or transfer from their headquarters, they shall receive the appropriate allowance.

**28.4 Apprentice Moving Expenses**

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

**28.5 Employment**

Upon completion of an apprenticeship program, no employee shall be entitled to the provisions of Clause 13.1 unless the employee was entitled to such provisions prior to the commencement of his apprenticeship or the employee is offered a regular position pursuant to Article 12.

**ARTICLE 29 - LABOUR-MANAGEMENT COMMITTEE****29.1 Establishment and Meetings of Committee**

The Employer and the Union agree to establish a Labour-Management Committee comprised of three (3) Employer and three (3) union representatives. 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.

Where a meeting of the Labour-Management Committee is scheduled on an employee's day of rest, the equivalent hours at the meeting, plus travel time which exceeds one (1) hour, will be granted as paid time off to be scheduled by mutual agreement.

**29.2 Scope of Committee**

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/employer relations. Any discussion of grievances, as defined by this Agreement, shall be treated strictly on a "without prejudice" basis.

## ARTICLE 30 - GENERAL CONDITIONS

### 30.1 Copies of Agreements

- (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 Agreement 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  
INTERIOR ROADS LTD.  
Service Area 16  
and the  
B.C. GOVERNMENT AND SERVICE  
EMPLOYEES' UNION (BCGEU)  
Sixth for Service Area 16  
Effective from \_\_\_\_\_ to \_\_\_\_\_

- (c) All Agreements shall be printed in a union shop and shall bear a recognized union label. The Agreement shall be in pocket size format (4" x 6").
- (d) The Union will provide copies of the printed Agreement within ninety (90) days of the signing. The ninety (90) days may be waived in extenuating circumstances.

### 30.2 Employer Vehicle Use

An employer vehicle will be made available to crews working at a temporary field point of assembly for reasonable use in the field geographic location. For vehicle use under this clause and for return to the regular point of assembly, the driver must be a responsible employee (approved by the Employer) who is prepared to return the vehicle in an undamaged and serviceable condition. If such use results in a loss to a third party or to the vehicle as a result of the driver's ability being impaired by the use of alcohol or drugs, the employee will be expected to compensate the Employer for any portion of the loss which is not payable by the Insurance Corporation of British Columbia (ICBC) because of impairment and will be subject to disciplinary action up to and including immediate termination.

### 30.3 Ownership of Vehicle

Ownership of a vehicle will not be considered a condition of employment.

### 30.4 Comprehensive Insurance

The Employer agrees to provide comprehensive insurance, with one thousand dollars (\$1,000) deductible for major break and enter or fire, covering tools, reference texts and instruments owned by the employees and required to be used in the performance of their duties at the request of the Employer. The Employer will provide the broadest policy coverage available. Exemptions from coverage (exclusions) will form a part of the policy. In the event of such loss, the Employer will pay the deductible.

### 30.5 Indemnity - Civil Action

Except where there has been flagrant or wilful negligence on the part of an employee, the Employer agrees not to seek indemnity against an employee whose actions result in a judgement against the

Employer. The Employer agrees to pay any judgement against an employee arising out of the performance of his duties. The Employer also agrees to pay any legal cost incurred in the proceedings including those of the employee.

### **30.6 Indemnity - Criminal Actions**

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

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

(b) In order that the above provision 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; 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 of intended legal action against him;
- (2) when the employee himself requires or retains legal counsel in regard to the incident or course of events;
- (3) where any investigative body or authority first notifies the employee of investigation or other proceeding which might lead to legal action against the employee;
- (4) when information first becomes known to the employee in the light of which it is a reasonable assumption that the employee would conclude that he might be the object of legal action;
- (5) when the employee receives notice of any legal proceedings of any nature or kind.

### **30.7 Travel Advance**

Employees who proceed on travel status shall be provided with an adequate travel advance. The amount of the advance will be determined by such factors as time away from the regular point of assembly and the frequency of reimbursement.

## **ARTICLE 31 - TEMPORARY EMPLOYEES**

### **31.1 Appointment and Conversion to Regular**

(a) A temporary employee shall receive a letter of appointment clearly stating his employment status and expected duration of employment.

(b) Temporary employees who are on appointments of a specified duration and who work eighteen hundred and twenty-seven (1827) hours at straight-time in a fifteen (15) month period shall be converted to regular status provided the Employer feels such work specified by the appointment is to be of an ongoing and permanent nature. Conversion of such temporary employees to regular status will be effective the beginning of the month following the month in which they attain the required hours.

(c) Temporary employees converted to regular status shall be notified in writing. Such letter shall indicate conversion date, point of assembly, and necessary documentation to enrol in the employee benefit program.

**31.2 Layoff and Recall**

(a) Layoff of temporary employees shall be by classification in reverse order of seniority within a seniority block. The Employer shall provide the following advance written notification of layoff:

- (1) five (5) workdays' notice to temporary employees who have completed four hundred (400) straight-time hours since their previous layoff;
- (2) ten (10) workdays' notice to temporary employees who have completed eight hundred (800) straight-time hours since their previous layoff.

If the employee has not had the opportunity to work such workdays after notice of layoff, he shall be paid in lieu of work for that part of the notice period during which work was not made available.

(b) Temporary employees on layoff shall be recalled in order of seniority within an assembly point provided the temporary employee is qualified to carry out the work which is available. No recall shall be for less than one (1) full shift pursuant to the work schedule.

(c) *Offers of Temporary Work:*

- (1) Employees on layoff will be notified of available work by registered mail. Where that is not possible, contact will be by other means.
- (2) If an employee receives notice of available work and declines the work offered, such decline will be considered to be a decline for purposes of Clause 11.4(d).
- (3) An employee who declines work on three (3) separate occasions in a six (6) month period (January to June and July to December) shall lose his seniority and shall be considered terminated for just cause.
- (4) Temporary employees who are unavailable in the following circumstances will not have the decline or unavailability count as an occurrence for the purpose of Clause 11.4(d):
  - (i) absence on a WCB claim;
  - (ii) maternity leave;
  - (iii) absence on bereavement leave without pay;
  - (iv) leave to participate in activities of a Reserve Component of the Canadian Armed Forces;
  - (v) illness; proof of illness may be required if the absence is greater than five (5) days or where it appears a pattern of consistent or frequent absence is developing;
  - (vi) illness of a dependent child of an employee, where no one other than the employee can care for the child. Proof of illness may be required if a pattern of consistent absence is developing;
  - (vii) Union leave per Clause 2.10;
  - (viii) jury duty;
  - (ix) medical or dental appointments;
  - (x) any approved leave of absence without pay.

(d) In the event that there is a requirement for an increase in the workforce, the Employer may hire new temporary winter shift employees, for orientation and training purposes only, prior to the recall of the former temporary employees. Such orientation and training shall not constitute a normal recall for the purpose of (b) above. This situation shall not result in increased hours of work to new employees

over the duration of the winter shift. Such new employees will accrue seniority during this orientation and training period.

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

### 31.3 Temporary Displacement

- (a) Within a seniority block, senior temporary employees may opt to displace junior temporary employees who have been recalled outside of the recall period or if a senior temporary is unavailable for recall pursuant to Clause 31.2(c)(4).
- (b) Senior temporary employees shall only be eligible to displace junior temporary employees if the displacement occurs immediately following the expiry of the leave(s) referred to in Clause 31.2(c)(4) above.
- (c) Where a senior temporary employee has displaced a junior temporary employee pursuant to Clause 31.3(a), the displaced temporary shall not be entitled to the notice of layoff provisions of Clause 31.2(a).
- (d) Where a senior temporary employee displaces a junior temporary employee pursuant to Clause 31.3(a), and where notice of layoff has been given pursuant to Clause 31.2, the Employer shall not be obligated to extend notice of layoff beyond that notice of layoff which has been given.

### 31.4 Health and Welfare

In lieu of health and welfare benefits, temporary employees shall receive compensation of sixty cents (60¢) per hour, to a maximum of forty-five dollars (\$45) biweekly. The in-lieu amount will increase as follows:

- December 1, 2008 .....seventy cents (70¢) per hour to a maximum of fifty-two dollars and fifty cents (\$52.50) biweekly.
- December 1, 2009 .....eighty cents (80¢) per hour to a maximum of sixty dollars (\$60) biweekly.
- December 1, 2010 .....ninety cents (90¢) per hour to a maximum of sixty-seven dollars and fifty cents (\$67.50) biweekly.

### 31.5 Training Period

The temporary employee wage scale will be as follows:

- Eighty-five percent (85%).....zero (0) to one thousand (1,000) hours.
- Ninety percent (90%).....one thousand one (1,001) to one thousand five hundred (1,500) hours.
- Ninety-five percent (95%) .....one thousand five hundred one (1,501) to two thousand (2,000) hours.

Temporary employees will move to the new adjusted rate, pursuant to the above scale, upon ratification. No existing temporary employee will have his pay reduced by moving to the new adjusted rate. Employees presently at eighty-five percent (85%) will move to ninety-five percent (95%) after six hundred and nine (609) hours worked and one hundred percent (100%) after two thousand (2,000) hours worked.

## ARTICLE 32 - PENSION PLAN

### 32.1 Establishment of a Plan

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

### 32.2 Definition of Eligible Employee

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

The Employer shall review all employee time records twice annually, once on June 1 and once on December 1. Employees who have qualified for the pension as stated above will be advised by the Employer that they have qualified on or before the first pay period in July and the first pay period in January respectively. This clause does not preclude employees from inquiring if they have qualified at any time and subsequently making an application.

### 32.3 Contribution Rates

The Employer's contribution rate to the pension fund shall be nine point five percent (9.5%) of each employee's gross monthly earnings. The Employer shall also deduct six percent (6%) from each eligible employee's gross monthly earnings and remit that amount, together with the Employer's required contribution on behalf of each employee, to the pension fund.

### 32.4 Definition of Gross Earnings

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

### 32.5 Coverage While Disabled

Where a member becomes disabled and is in receipt of disability income from any employer-sponsored disability benefit program whether such program is insured or not, that member shall have remitted to the pension fund by the Employer the same pension contribution as set out in Clause 32.3 above. Such amount would be based on the disability benefit received. The member will be responsible to remit to the pension fund, his portion of the pension contribution as set out in Clause 32.3. When an employee surpasses the twenty-four (24) month own-occupation period and has been accepted as totally disabled, the Employer will pay the Employer's required contribution only for a period of an additional six (6) months.

With regard to those employees presently receiving the benefits of Clause 32.5; the incumbents Loran Wiley and Jim Pollitt will continue to receive those benefits as per the Collective Agreement which expired November 30, 1994.

### 32.6 Remittance of Contributions

All Employer- and employee-required contributions payable in respect of any pay periods ending in a calendar month shall be paid no later than ten (10) calendar days after the end of the month in respect of

which the contribution is applicable. The remittance shall be made in accordance with statutory regulations contained in Section 37 of the *Pension Benefits Standards Act* (RSBC 1991).

### **32.7 Late Remittance**

In the event that contributions are not remitted in the manner provided in Clause 32.6 above, the Employer shall be subject to the following provision. For all funds in arrears, the Employer will remit the appropriate contribution identified in Clause 32.3 above, and the Employer will include a delinquency charge payment of two percent (2%) per month, compounding monthly, on behalf of each individual for whom a remittance is to be made to the Fund. Any month or portion thereof is deemed to be one (1) full month. The payment of such delinquency charge will be made in a manner prescribed by the BCGEU or its designate, and is payable as liquidated damages and not as a penalty.

### **32.8 Discontinuance of Contributions**

In the event that Employer-required contributions on behalf of eligible employees are discontinued for other than temporary reasons, the Employer shall notify the local Union area office immediately in writing.

## **ARTICLE 33 - EMPLOYMENT EQUITY**

The parties agree that the employment equity provision signed by the parties will form part of this Agreement (Appendix 3).

## **ARTICLE 34 - TERM OF AGREEMENT**

### **34.1 Duration**

This Agreement shall be binding on the parties hereto and shall be effective from the date of ratification and remain in effect until midnight, November 30, 2011. This Agreement was ratified on October 22, 2007.

### **34.2 Notice to Bargain**

- (a) This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after August 1, 2011, but in any event not later than midnight, November 1, 2011.
- (b) Where no notice is given by either party prior to November 1, 2011, both parties shall be deemed to have given notice under this clause on November 1, 2011.
- (c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the President (or designate).
- (d) Where a party to this Agreement has given notice under 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) Both parties shall adhere fully to the terms of this Agreement during the period of *bona fide* collective bargaining.

### **34.3 Changes in Agreement**

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

### **34.4 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 of the *Labour Relations Code of BC* is hereby excluded.

**34.5 Joint Orientation**

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

**SIGNED ON BEHALF  
OF THE UNION:**

**SIGNED ON BEHALF  
OF THE EMPLOYER:**

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

\_\_\_\_\_  
Larry A. Nelson, General Manager

\_\_\_\_\_  
Kelly McDonald, Bargaining Unit Chairperson

\_\_\_\_\_  
Charles Hutchins, Division Manager

\_\_\_\_\_  
Jim Thompson, Bargaining Committee Member

\_\_\_\_\_  
Ken Kelly, Operations Manager

\_\_\_\_\_  
Wayne Yasinowski, Bargaining Committee Member

\_\_\_\_\_  
Mike Bourassa, Human Resources Manager

\_\_\_\_\_  
Frank N. Anderson, Staff Representative

\_\_\_\_\_  
Jay Sharun, Western Industrial Relations

Dated this \_\_\_\_ day of \_\_\_\_\_, 2008.

**APPENDIX 1**  
**CLASSIFICATIONS AND RATES OF PAY**

Classifications	2005 June 14 + 4.04%	2006 June 14 + 2.75%	2007 June 14 + 3.29%	2008 June 14 + 3% (**)	2009 June 14 + 3% (**)	2010 June 14 + 3% (**)
<i>Road Maintenance Series</i>						
LO1 - Labourer 1	21.91	22.51	23.25	23.95	24.67	25.41
MO1 - Machine Operator 1	23.02	23.66	24.44	25.17	25.92	26.70
MO2 - Machine Operator 2	23.02	23.66	24.46	25.17	25.92	26.70
MO3 - Machine Operator 3	23.64	24.29	25.09	25.84	26.61	27.41
MO4 - Machine Operator 4	24.86	25.54	26.38	27.17	27.99	28.82
MO5 - Machine Operator 5	24.86	25.54	26.38	27.17	27.99	28.82
RF1 – Road Foreman 1	25.53	26.23	27.10	27.91	28.75	29.61
RF2 – Road Foreman 2	26.17	26.91	27.79	28.63	29.48	30.37
RF3 – Road Foreman 3	26.92	27.66	28.57	29.42	30.30	31.21
<i>Sign Maintenance Series</i>						
Sign Worker 1	22.46	23.08	23.84	24.55	25.29	26.05
Sign Worker 2	23.87	24.52	25.33	26.09	26.87	27.68
<i>Bridge Maintenance Series</i>						
Bridgeworker - Maintenance	21.91	22.51	23.25	23.95	24.67	25.41
Bridgeworker – TJ	26.19	26.91	27.79	28.63	29.48	30.37
Bridgeworker – TL	26.92	27.66	28.56	29.42	30.30	31.21
Bridgeworker – TS	27.61	28.37	29.30	30.18	31.09	32.02
Bridgeworker - TSS	28.38	29.16	30.12	31.03	31.96	32.92
<i>Mechanical Maintenance Series</i>						
Mechanic Helper	21.91	22.51	23.25	23.95	24.67	25.41
Mechanic Assistant	23.02	23.66	24.44	25.17	25.92	26.70
Mechanic – TJ	26.92	27.66	28.56	29.42	30.30	31.21
Mechanic – TL	27.61	28.37	29.30	30.18	31.09	32.02
Mechanic – TS	28.38	29.16	30.12	31.03	31.96	32.92
Mechanic – TSS	29.13	29.93	30.92	31.84	32.80	33.78
Mechanic - TPS	29.94	30.761	31.78	32.73	33.71	34.73
Welder – TJ	26.92	27.66	28.57	29.42	30.30	31.21
Welder - TL	27.61	28.37	29.30	30.18	31.09	32.02
<i>Industrial Warehousing Series</i>						
Stock Worker 2	21.91	22.51	23.25	23.95	24.67	25.41
Yard Worker	21.91	22.51	23.25	23.95	24.67	25.41
Ind. Warehouse Worker – TJ	24.24	24.91	25.73	26.50	27.29	28.11
Ind. Warehouse Worker – TL	24.86	25.54	26.38	27.17	27.99	28.82
Ind. Warehouse Worker - TS	25.53	26.23	27.10	27.91	28.75	29.61
<i>Note: The employee designated as "operator trainer" will receive a premium of fifty dollars (\$50) biweekly.</i>						

(\*\*) The June 14, 2008, 2009 and 2010 wage increases are the greater of the Labour Component of the Annual Price Adjustment (COLA) or three percent (3%). Therefore, the rates noted above will be adjusted should the COLA be greater than three percent (3%).

It is understood that the Labour Component of the Annual Price Adjustment (COLA) will follow Schedule 2 of the Ministry of Transportation Maintenance Agreement and the Notice of Clarification and Acknowledgement of Agreement dated June 7, 2007. Letter to remain in effect only for the duration of this Collective Agreement.

### RATES OF PAY FOR APPRENTICES

Apprenticeship Program Length	Percentage of Certified Journeyman Rate				
	<i>* Becomes 60% if the employee has not successfully completed a recognized pre-apprenticeship training program prior to being indentured</i>				
	<i>1<sup>st</sup> Year</i>	<i>2<sup>nd</sup> Year</i>	<i>3<sup>rd</sup> Year</i>	<i>4<sup>th</sup> Year</i>	<i>5<sup>th</sup> Year</i>
<i>2-Year</i>	<i>65% *</i>	<i>90%</i>			
<i>3-Year</i>	<i>65% *</i>	<i>75%</i>	<i>90%</i>		
<i>4-Year</i>	<i>65% *</i>	<i>70%</i>	<i>80%</i>	<i>90%</i>	
<i>5-Year</i>	<i>65% *</i>	<i>70%</i>	<i>75%</i>	<i>80%</i>	<i>90%</i>

### APPENDIX 1A - DAILY RATES

Where applicable, it is agreed that a daily rate is achieved by multiplying the hourly rate times the normal hours of work per the work schedule in effect, e.g., seven (7) hours times the hourly rate.

### APPENDIX 2 BOARD AND LODGING EXPENSES

"Travel status", with respect to an employee, means absence of the employee from the employee's designated headquarters or geographic location on the Employer's business with the approval of the Employer.

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

- (a) meal allowances as outlined in Clause 27.7;
- (b) accommodation reimbursement;
- (c) where private accommodation is used they will be entitled to forty dollars (\$40) per night.

### APPENDIX 3 EMPLOYMENT EQUITY

The Employer is committed to providing a work environment free of any form of adverse discrimination.

- (a) The parties hereto subscribe to the principles of the *Human Rights Code of BC*.
- (b) The parties recognize the need to implement an employment equity program.

- (c) The goals of employment equity are to create a workforce which, at all levels, is representative of the diverse population it serves; and to ensure that individuals are not denied employment, advancement or training opportunities for reasons unrelated to ability to the job.
- (d) Policies, procedures and practices with respect to recruitment, selection and promotion shall facilitate:
- (1) opportunities for external recruitment and internal advancement to develop a workforce that is representative of the diversity of the people of BC, and
  - (2) the long-term career development and advancement of employees covered under this Collective Agreement.
- (e) There will be a local union-management committee on employment equity.
- (f) The Committee is authorized to:
- (1) advise the Employer on employment equity issues and initiatives;
  - (2) develop action plans, consistent with employment equity goals established by the Employment Equity and Strategy Appendix to the September 23, 1999, Road and Bridge Maintenance Industry Accord, that address creating, retaining and accommodating a representative workforce, as well as eliminating barriers to a representative workforce;
  - (3) monitor progress of action plans, and
  - (4) provide an annual progress report to the Tripartite Partnering Committee, or its sub-committee on employment equity.
- (g) Employees representing the Union on the local Committee shall be on leave of absence without loss of pay for time on the local Committee.

#### APPENDIX 4 EXCLUDED PERSONNEL

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

<i>Head Office Staff</i>		
General Manager	Accounts Receivable	Equipment Manager
Comptroller	Head Payroll/Personnel	Planning Manager
Accounts Payable		
<i>Service Area 16 Office Staff</i>		
Division Manager	Office Manager	Equipment Supervisor
Operations Manager	Clerical	Quality Manager
<i>Service Area 16 Supervisors – one (1) each at:</i>		
100 Mile House	Clinton	Goldbridge
Lillooet	Bridge Lake	Ashcroft

**APPENDIX 5  
DRIVER'S LICENCE SUSPENSIONS**

(a) Where a machine operator, who is required to hold a valid Driver's Licence as a condition of employment, has his Driver's Licence suspended for one (1) year or less:

(1) The employee will retain his regular position in the workforce and shall be engaged in non-operator duties for which he is qualified. He shall be paid at the rate established for the duties engaged in for the period of suspension. In the event such employment does not exist, the employee may, upon the exhaustion of ETO, CTO, and vacation entitlement, apply for leave of absence without pay to cover the period involved.

(2) A letter shall be written by the manager to the employee advising him of his status during the period of licence suspension. In the same letter the employee shall be warned that any further licence suspensions will result in his suspension from employment with a recommendation for dismissal.

In cases of Driver's Licence suspensions on medical grounds, each case is to be examined on its own merits, including referral to the Labour-Management Committee. In determining any action with regard to the employee concerned, the recommendations of the Committee must be taken into consideration.

(3) On the second occurrence of licence suspension, as indicated above, action may be taken to dismiss the employee for just cause in that he is unable to perform the duties required by the position.

(b) Where a machine operator, who is required to hold a valid Driver's Licence as a condition of employment, has his Driver's Licence suspended for more than one (1) year, the employee may be suspended immediately. This shall be confirmed in writing by the Executive Vice-President of the company.

(c) Where an employee is dismissed or suspended, the Union may refer any dispute through the grievance procedure to arbitration.

(d) In the case of an employee who is on his initial probationary period (new employee), Driver's Licence suspension will result in a finding of unsuitability.

(e) Where an employee's Driver's Licence has been suspended pursuant to (a) above, for impaired driving, such employee will need to satisfy the Employer that he has undergone counselling and/or treatment prior to being reinstated.

(f) For the purpose of (a) and (b) above, administrative suspensions levied by ICBC of up to three (3) months will not be used when calculating Driver's Licence suspension duration.

**APPENDIX 6  
SICK BANK FROM GOVERNMENT SERVICE**

Where the provincial government makes it possible to access such monies, the Employer hereby agrees that monies due employees for sick bank credits earned while in the employ of the provincial government of BC will be accessed for payout as follows:

(a) where an employee opts for severance or early retirement he will receive an amount equal to fifty percent (50%) of accumulated sick leave credit on the date of severance or early retirement;

(b) provided there is no cost incurred by the Employer over and above administrative costs.

### MEMORANDUM OF UNDERSTANDING 1 NSC DRIVER (LICENCE) PROFILE

The *National Safety Code* (NSC) has been implemented in BC under BC Regulation 26/58 - Division 37, pursuant to the *Motor Vehicle Act*. Certain parts of the regulation apply to the Employer.

Pursuant to Section 37.02(1), the Employer must possess and maintain a safety certification. In order to fulfil this requirement, the Employer is required by Section 37.29 to maintain "*a transcript of the driving record of each driver*" which is to be produced by the Employer during a "*facility audit*" carried out by inspectors. The transcript is a record of any and all driving offences and/or driving violation convictions of the driver. The transcripts referred to can be obtained in two ways:

- at the request of a driver directly to the Motor Vehicle Branch;
- at the request of the Employer to the Motor Vehicle Branch, with written approval of the driver.

The parties to this Memorandum recognize the legal requirements to obtain safety certification and that the obtaining of driver records is for the purpose of maintaining the certification. To that end, the Employer will allow bargaining unit employees to obtain such records in either way noted above; the Employer will pay the costs of obtaining same when the second method is used.

As long as the legal requirement exists to obtain such driver records, employees shall be required to supply or to authorize the obtainment of such records.

The Union and the Employer agree that the employees of Interior Roads Ltd. are very much in the view of the general public. As professional operators, their driving skills and operating habits are under constant scrutiny. Public safety and liability are of a great concern to the Union and the Employer.

The parties agree that the Employer will not establish rules or standards regarding the employment, or continuation of employment, of drivers which exceed the BC provincial standards for retention of driving privileges, unless such standards are mutually agreed to by the parties.

### MEMORANDUM OF UNDERSTANDING 2 SUCCESSORSHIP

The Employers will join with the Union and the Ministry of Transportation in a consultative process to explore how successorship might be extended into the next round of Maintenance Agreements.

### MEMORANDUM OF UNDERSTANDING 3 SENIORITY BLOCKS

This Memorandum defines the seniority blocks for Service Area 16 and the geographic boundaries of each seniority block.

- (a) Temporary employees, during winter shift only, may cross seniority block boundaries, in emergencies, to assist with winter road maintenance only.
- (b) The "*geographic boundaries*" of the "*seniority blocks*" are defined as follows:

*100 Mile House* - includes locations surrounding the District of 100 Mile House with the western boundary being Helena Lake Road; the northern boundary ending on Highway #97 at 132 Mile and the 108/Horsefly Road to the Moffet Lake Road junction; the southern boundary ending on Highway #97 at 83 Mile and the Horse Lake Road to, but including, Ryall Road; the eastern boundary Highway #24 from the intersection of Highway #97 east to the Horse Lake/Lone Butte cut-off road and extending to the north side of Canim Lake to Hendrix Lake town site as well as Canim Lake South Road to Howard Lake Forestry Road.

*Bridge Lake* - west on Highway #24 to Lone Butte intersection of Highway #24 and the Horse Lake/Lone Butte cut-off road, but not including the cut-off road - also the Horse Lake Road from the intersection of the Lone Butte/Horse Lake cut-off road through to Highway #24; east on Highway #24 to Eagle Island Road; north to South Canim and Mahood Lake South then west to the Lake Access just east of the pavement on the Canim South Road; south to Bonaparte and Little Green Lake loop intersection - from Lone Butte south on Watch Lake Road to the Watch Lake Lodge. *NOTE: The Ministry boundary is actually a few hundred meters west of Eagle Island Road but for safety reasons the turnaround is at Eagle Island Road.*

*Clinton* - north boundary Highway #97 to 83 Mile; east along 83 Mile Road along Green Lake to Watch Lake Lodge; Watch Lake Lodge turns into Little Green Lake Loop Road south to Bonaparte Road; east boundary to Bonaparte Road in from 70 Mile to intersection of Little Green Lake Road and Bonaparte Road at Bonaparte and Canyon Ranch; boundary goes south on Young Lake Road; west boundary - all roads west to the Fraser River; off Meadow Lake Road to Dog Creek Road to the Old Pigeon Place; along Kelly Lake to Pavilion Road up to first cattle guard, Big Bar Lake Road to Big Bar Ferry; 7.2 kilometres on West Pavilion Road south to Highway #97 to 20 Mile Store.

*Ashcroft* - TransCanada #1 at north end of main bridge in Spences Bridge and all side roads and streets on north side of Thompson River; TransCanada #1 to 11 kilometres east of Cache Creek; #97C from TransCanada #1 to Old Bethlehem Copper turnoff (38 kilometres from Ashcroft) up Highland Valley; #99 from Junction #97 and #99 to Hat Creek Junction; #97 from TransCanada #1 to 20 Mile Store and Loon Lake turnoff; all Ministry of Transportation maintained side roads within these perimeters.

*Lillooet* - #99 north to Hat Creek Junction; #99 south to avalanche gates at "*Blow Down Creek*"; #40 to Mission Dam #12 to 38 kilometres south toward Lytton; #204 (South Texas Creek Road) Forks or "*Y*"; all Ministry of Transportation maintained side roads within these perimeters.

*Mission Mountain* - Mission Dam to south side of Carpenter Lake over Mission Mountain to Shalalth and Seton Portage - Shalalth Road to a dead end; Seton Portage to north end of Maintained Road.

*Goldbridge* - #40 from Mission Dam east side of Carpenter Lake; to Goldbridge and to Bralorne; all other side roads in the area.

*Big Bar Ferry.*

#### **MEMORANDUM OF UNDERSTANDING 4 SEMI-RETIREMENT**

The parties agree to a semi-retirement provision for regular employees who are at least fifty-five (55) years old and who are eligible to collect a pension within five (5) years as follows:

- (a) Regular employees who are eligible as set out above may apply to work during the winter season. The "*winter season*" shall be defined, pursuant to Article 14, as the entire period in which regular employees are on the winter shift schedule.
- (b) Employees choosing this option, pursuant to (a) above, must apply by December 31 of each year.
- (c) Employees who are approved will be considered on leave of absence without pay for the summer season and there will be no loss in seniority while on such leave.
- (d) Employees' vacation entitlement will be prorated and, unless mutually agreed to otherwise, they may only access their vacation immediately following the conclusion of the winter season or be paid out in cash at the conclusion of the winter season. Employees who choose to take their vacation immediately following the conclusion of the winter season will commence the leave of absence immediately following their vacation.

- (e) Employees will be entitled to all paid holidays that occur during the winter season.
- (f) Employees may maintain coverage in Clauses 25.3 and 25.5 by paying the premiums themselves.
- (g) Employees will advise in writing by September 1 of their intention to return for the winter season. Employees who fail to advise by September 1 will be considered to have resigned and may, if eligible, proceed to pension.
- (h) Employees on semi-retirement leave of absence will not be entitled to the provisions of Clause 18.8. For the purpose of Clause 27.19, the winter seasons worked under this Memorandum shall be considered towards the calculation of full years of service.
- (i) In order to preserve crew integrity, the Employer reserves the right to reject any application for semi-retirement.

**MEMORANDUM OF UNDERSTANDING 5  
SUMMER SHIFT PATTERN IN CLAUSES 14.1(A) & 14.2(B)**

The parties agree that the 5:2/5:2/4:3 shift pattern for summer shifts, pursuant to Clauses 14.1(a) and 14.2(b), will be implemented for the 2008 summer season. Within sixty (60) days following the conclusion of the 2008 summer season, it is agreed that the parties will meet to review the efficiency of the 5:2/5:2/4:3 summer schedule versus a 5:2 summer schedule. Specifically, the parties will review the following:

- (a) Employees' use of medical and dental care, pursuant to Clause 20.8, on days of rest versus workdays and employees' use of sick leave that abuts their day off. Employees' use of these leaves will be compared to the historical usage of such leaves, giving consideration for any individual circumstances.
- (b) The amount of overtime that was required on the days that would have been worked had there been a 5:2 shift pattern in comparison to previous years and in consideration of the work required. This overtime will also be compared to the overtime savings as a result of the longer workday.
- (c) Productivity and labour costs of the various work groups as it compares to the 5:2 shift pattern. This will include any savings and/or additional costs related to travel expenses, fuel usage and amount of work required.

Should it be determined from the above-noted review that the 5:2/5:2/4:3 shift pattern is less efficient than a 5:2 shift pattern, it is agreed that the language in Clauses 14.1(a) and 14.2(b) for a 5:2/5:2/4:3 pattern for summer shift would be considered suspended until it has been demonstrated to be as or more efficient than the shift in place, unless mutually agreed to otherwise.

Should there be a dispute as to the efficiency of the 5:2/5:2/4:3 summer shift pattern, it is agreed that the matter will be filed at expedited arbitration with the intent to have the matter heard prior to the start of the 2009 summer season.

The review and provisions noted above will be conducted in subsequent years if requested by either party. Such request must be made within thirty (30) days of the conclusion of the summer shift.

The review noted above, and any dispute that may occur, will be conducted by the individuals that have negotiated this Memorandum, providing those individuals are available.

**MEMORANDUM OF UNDERSTANDING 6  
VOLUNTARY DEPARTURE PROGRAM**

WHEREAS various factors including economic conditions of the company have brought pressures to bear, and

WHEREAS the Collective Agreement recognizes staff reductions may occur by reducing either the least senior employees or by voluntary separation through the pre-layoff canvass provisions, and

WHEREAS the above-named parties wish to enhance and amend the pre-layoff provisions of the Collective Agreement,

THEREFORE, be it resolved that:

1. Clause 13.3, Pre-Layoff Canvass, be amended to read:

(a) Prior to the layoff of regular employee(s) under Article 13 of this Agreement, the Employer may, within a seniority block as defined in Clause 11.6, canvass any employee or group of employees to invite:

- (1) placement into a vacant regular position within the seniority block, or
- (2) resignation with severance as provided for in Clause 13.2(c)(1), (2) and (3), or
- (3) acceptance of a paid leave of absence for thirteen (13) weeks (with benefits continuation) followed by an immediate layoff with recall rights only as a temporary employee at the bottom of the temporary seniority list.

The Employer will advise employees of the number of individuals likely to be affected by a prospective layoff.

(b) Where an employee selects an option or accepts an offer of placement, once confirmed in writing, such acceptance is final and binding upon the employee, subject to the agreement of the Employer.

(c) The Employer may establish reasonable time periods in which responses from employees will be received for consideration.

2. Leave(s) of absence without pay may also be considered by the Employer in accordance with Clauses 20.7 and 25.13 where such leave would alleviate an identified surplus and the provisions of Clause 12.9 would likewise be waived for such leave(s) of absence. Full seniority will also accrue during such leave of absence. An employee proceeding on such leaves will immediately exhaust all vacation and CTO prior to the leave of absence. It is understood that such leave(s) will be consistent with the summer work period as established by the Employer (generally April through October).

**MEMORANDUM OF AGREEMENT 1  
MODIFIED SUCCESSORSHIP**

WHEREAS the Employer has a highway maintenance contract with the Province of BC to provide road and bridge maintenance in Service Area 16, and

WHEREAS the Employer and the Union are or hereby agree to become parties to a collective agreement(s) covering highway maintenance work, and

WHEREAS the Union and the Employer seek to clarify the representative obligations of the Union, the Employer and predecessor contractor(s) (the previous Employer(s) holding the highway maintenance contract for the above service area);

THEREFORE the parties agree as follows:

1. The Employer agrees that it is the successor Employer, as defined in this Memorandum of Agreement, for the highway maintenance contract where the predecessor contractor, at the time of the termination of their contract, had a collective agreement with the Union, or was certified pursuant to Part 3 of the *Labour Relations Code of BC* with the Union.
2. As a result of paragraph 1 above, the Employer agrees from the date of entering into this Agreement, or such other date as the parties may agree, to be bound by the terms and conditions of the Collective Agreement, except where amended by this Memorandum of Agreement, that the predecessor contractor had with the Union.
3. Following award of the highways maintenance contract, all bargaining unit employees of the predecessor contractor shall become employees of the Employer. All of the rights of the employees under the Collective Agreement, including seniority and entitlement to benefits, will continue. The employee files of the predecessor contractor will become the employee files of the Employer. Apprenticeship indenture contracts of employees with the predecessor contractor will be assumed by the Employer.
4. Employees on any leaves of absence under the Collective Agreement at the time the Employer takes over a highway maintenance contract will be entitled to remain on leave of absence with the Employer for the time remaining for such leave under the Collective Agreement, subject to any requirements under the Collective Agreement governing the leave.
5. The Employer has no obligation to pay severance pay under the Collective Agreement to any of the employees of the predecessor contractor where entitlement is earned solely due to the termination of the predecessor contractor's maintenance agreement with the Province of BC.
6. The Employer is not liable for any monies or benefits earned but not received by the employees of the predecessor contractors while the employees were employed by the predecessor contractor.
7. The Employer is responsible for all wages and other earnings (including CTO) earned by its employees while employed by the Employer, and if a highways maintenance contract is not renewed, the Employer must pay out all earned wages and benefits to its employees within fifteen (15) days of cessation of their employment.
8. With respect to highways maintenance contracts between the Employer and the government that are not renewed, the Employer will be responsible for all grievances that pertain to issues or matters that arise as a result of the Employer performing the highways maintenance contracts, and such grievances will be resolved through expedited mediation/arbitration or by direct agreement before the termination of the highways maintenance contract, unless otherwise agreed by the parties.
9. Where the Employer and the Union have been unable to conclude all outstanding grievances sixty (60) days before the termination of the highways maintenance contract, the Province of BC shall be advised of the monetary value of each outstanding grievance. The monetary value should be established by mutual agreement between the Employer and the Union and confirmed in writing by the parties to the Province of BC. Failing mutual agreement on the monetary value of each outstanding grievance, the arbitrator assigned to arbitrate the outstanding grievance(s). If no arbitrator has been appointed by the parties, this matter shall be referred to a settlement officer pursuant to Section 87 of the *Labour Relations Code* for resolution. Grievances that arise subsequent to the above period shall also have a monetary value established and notification provided to the Province of BC.

The Province of BC shall withhold an amount equal to ten percent (10%) from the final highways maintenance contract payment to address outstanding issues arising from this provision, unless the Union and Employer or arbitrator, in the case of a dispute, have advised the Province of BC in

writing of the proper amount to be held back. The monies withheld by the Province of BC shall be deposited into a trust account to be administered by an independent trustee appointed by mutual agreement of the BC Roadbuilders Association and the BCGEU by October 1, 1999. Fees associated with the administration of the trust account shall be equally shared by the parties. The funds shall be dispersed in accordance with the grievance resolutions reached between the parties or by an appointed arbitrator. Disbursement of funds shall occur within fourteen (14) days of concluding the outstanding grievances. All outstanding grievances are to be resolved by the mutual agreement of the parties or by arbitration within thirty (30) days of the expiry of the maintenance contract.

10. None of the employees of the Employer will have any entitlement to severance pay under the Collective Agreement if their employment is terminated as a result of the current highways maintenance contract of the Employer being terminated and a new maintenance contract for the same service area is entered into with a new contractor who is recognized as a successor employer by the Labour Relations Board or through a memorandum of agreement on modified successorship that is consistent with this Agreement, and signed by the new contractor and the Union or the maintenance contract is returned to direct government service. However, the severance pay provisions for Service Areas 2, 3 and 4 shall be governed exclusively by the terms of the Collective Agreement.
11. The Employer may require employees to take as time off, all earned CTO/ETO and lieu day entitlements prior to the expiration date of the highways maintenance contract.
12. The Employer and the Union agree that the provisions and principles contained within this Memorandum of Agreement shall apply to any other maintenance service area(s) for which the Union is certified and/or has a collective agreement that the Employer currently holds with, or may obtain in the future, from the government for road and bridge maintenance. The Employer and the Union shall sign and implement a separate memorandum of agreement for each service area currently held or obtained in the future, for which the Union is certified and/or has a collective agreement. This does not prevent any employee(s) from exercising any rights provided under the *Labour Relations Code* or future labour legislation.

**LETTER OF INTENT 1  
CHANGING GRADER BLADES**

December 5, 2000

Mr. George Heyman, President  
BC Government and Service Employees' Union  
4911 Canada Way  
Burnaby, BC V5G 3W3

Dear Mr. Heyman

Re: Changing of Blades on Graders

This letter will confirm the agreement reached in bargaining, that being an employee who is requested to change blades on graders, shall be paid at the MO4 rate of pay and shall qualify for substitution pay in accordance with Clause 27.3.

Yours truly

*original signed*

Larry Nelson, General Manager  
Interior Roads Ltd.

**CLASSIFICATION SPECIFICATION ATTACHMENT  
ROAD CLASSIFICATION SERIES - APRIL 26, 1995****LABOURER 1**

*Class Definition:* Positions at this level perform unskilled manual work requiring little previous training or experience, but involving physical effort, under the general direction of the foreman/supervisor. On a temporary basis, he would be responsible for regulating and controlling the vehicular traffic in and around such operations as road maintenance, construction, painting, etcetera; work is supervised and frequently checked in progress and upon completion.

*Special Knowledge:* Preferably holds a valid Traffic Control Ticket and a valid BC Driver's Licence.

*Typical Duties:* Includes a variety of tasks in the construction and maintenance of roads and bridges, general assisting skilled workers with construction, maintenance and demolition work; acting as swamper on trucks hauling heavy equipment, supplies and materials; making chains, changing blades; general yard duties, such as clean-up, manually loading and unloading of freight and supplies, etcetera; monitoring, directing and controlling the flow of traffic in and around the work area in accordance with Section 52 of the Accident Prevention Regulations issued by the Workers' Compensation Board of BC, or performing any other related duties; the setting up and removal of all necessary traffic control devices, in relation to posted speed, traffic volume, worksite location, prevailing weather, etcetera; all employees are expected to adhere to all safety regulations at all times.

**GENERAL LABOURER - MACHINE OPERATOR 1 - SIGN WORKER 1**

*Class Definition:* Positions at this level perform unskilled manual work requiring little previous training or experience, but involving physical effort; work is supervised and frequently checked in progress and upon completion.

*Typical Duties:* Include a variety of tasks in the construction and maintenance of roads and bridges, general assisting skilled workers with construction, maintenance and demolition work; acting as swamper on trucks hauling heavy equipment, supplies and materials; operating simple power tools, weed eaters, chain saws, brush saws, and mowers; fuelling equipment with tidy tanks, making chains, changing blades; must hold a valid BC Driver's Licence (Class 5)\* (preferably Class 3 with air brakes); must hold a valid Traffic Control Ticket; all employees are expected to adhere to all safety regulations at all times; perform any other related duties, including assisting sign worker 2.

**MACHINE OPERATOR 2**

*Education and Specialized Knowledge:* Preferably secondary school graduation; a good working knowledge of the *Motor Vehicle Act* and Regulations; a good knowledge of safety rules and regulations as they pertain to the driving and/or operation of the vehicles, equipment, and machinery involved.

*Experience:* Three (3) years' experience in related work (preferable).

*Specialized Abilities and Skills:* Mechanical and operational aptitude; physically fit, mentally alert and safety conscious; ability to follow directions promptly and efficiently; hold a valid BC Driver's Licence (Class 3 with air brake endorsement); ability to operate a small loader for the purposes of self-loading and to perform any other related duties; ability to work outdoors under varying weather conditions and operate the equipment listed below and to perform any other related duties.

*Driver Operator of:* Single-axle truck with all attachments; loader only - up to two point five (2.5) cubic yards; flusher truck, single-axle; single-axle flat deck truck with crane up to eight thousand (8,000) pound capacity; power roller, single drum or double drum - up to forty (40) inches; power saw, culvert cutter, bituminous raker, culvert steamer; under the general direction of a supervisor/foreman; all employees are

expected to adhere to all safety regulations at all times; includes all lower-rated equipment, subject to qualifications.

### **MACHINE OPERATOR 3**

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

*Experience:* Three (3) years' experience in related work (preferable).

*Specialized Abilities and Skills:* Mechanical and operational aptitude; physically fit, mentally alert and safety conscious; ability to follow directions promptly and efficiently; hold a valid BC Driver's Licence (Class 3 with air brake endorsement); ability to operate loaders for the purposes of self-loading; ability to work outdoors under varying weather conditions and operate the equipment listed below and to perform any other related duties.

*Driver Operator of:* Tandem-axle dump truck, with all attachments except wing ploughing; tandem-axle flat deck truck with truck crane up to eight thousand (8,000) pounds (Hiab type); pavement burner; trucks and trailers up to ten thousand (10,000) pounds GVW, including spray patcher; front end loader over two point five (2.5) yards (note: premium pay for work on a loader over two point five [2.5] yards would be fifty cents [50¢] over the base rate for the machine, other than self-loading); thermo lay unit; tractor-mounted backhoe; compactor, self-propelled over forty (40) inch drum; includes all lower-rated equipment, subject to qualifications; front end loader operating sweeper attachment; tractor-mounted mowing or brushing machine; forklift over ten thousand (10,000) pounds with air brakes; under the general direction of a supervisor; all employees are expected to adhere to all safety regulations at all times.

### **MACHINE OPERATOR 4**

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

*Experience:* Three (3) years' experience in related work (preferable).

*Specialized Abilities and Skills:* Mechanical and operational aptitude; physically fit, mentally alert, and safety conscious; ability to follow directions promptly and efficiently; hold a valid BC Driver's Licence (Class 3 with air brake endorsement); ability to operate all loaders for the purposes of loading and to perform other related duties; ability to work outdoors under varying weather conditions and operate the equipment listed below and to perform any other related duties.

*Driver Operator of:* Power grader with attachments; sweeper, self-contained pickup type; hydraulic excavator over 100 HP, including attachments; under the general direction of a supervisor/foreman; all employees are expected to adhere to all safety/screening regulations at all times; includes all lower-rated equipment, subject to qualifications; tandem-axle dump with wing (only when wing is utilized); loader over two point five (2.5) yards when used on the specialized graveling/screening crews only; all employees are expected to adhere to all safety regulations at all times.

## **MACHINE OPERATOR 5**

*Education and Specialized Knowledge:* Preferably secondary school graduation; a good working knowledge of the *Motor Vehicle Act* and Regulations up to and including large tractor trailer units; a good knowledge of the *Commercial Transport Act*; a good knowledge of safety rules and regulations as they pertain to the driving and/or operation of the vehicles, equipment, and machinery involved; a good working knowledge of tractor trailer operations including an established length of experience in the operations of all types of tractor trailer units; preferably graduation from a defensive driving course and/or recognized training program in the driving and operation of commercial-type vehicles or heavy equipment.

*Experience:* Three (3) years' experience in related work (preferable).

*Specialized Abilities and Skills:* Mechanical and operational aptitude; physically fit, mentally alert, and safety conscious; ability to follow directions promptly and efficiently; hold a valid BC Driver's Licence (Class 1 with air brake endorsement); ability to work outdoors under varying weather conditions and operate the equipment listed below and to perform any other related duties.

*Driver Operator of:* Tractor trailer unit including low beds, high boys, tilt trailers over ten thousand (10,000) pounds, tri-axles and belly dumps; for the purpose of loading and unloading only, the low bed, high boy, or tilt trailer operator must be able to operate the following - loader, power grader, gradall (truck- or crawler-mounted), crane (self-propelled), crawler tractor, hydraulic excavator, chip spreader, paving machine, truck equipped with crane over eight thousand (8,000) pound capacity; under the general direction of a supervisor/foreman; all employees are expected to adhere to all safety regulations at all times.

## **SIGN WORKER 2**

*Class Definition:* Positions at this level erect and maintain all sign and other painted control devices in use by contract maintenance establishments.

*Typical Duties:* Include to direct a labourer when additional assistance is required; to erect, maintain and, where necessary, touch up signs as street signs, directional fingerboards, speed zones, and similar messages; to hand- or spray-paint cross walks, hatch traffic islands, guard rails, and similar devices; to read and decipher blueprints, maps, and drawings; to keep paint and stock records and order as required; to estimate outside work - labour and materials and equipment costs; to order and maintain sign inventory for maintenance/annual planning, which involves records, time cards, accomplishment, etcetera; performing other related duties; hold corresponding and valid BC Driver's Licence (Class 3 with air brake endorsement); under the general direction of a road foreman/supervisor; all employees are expected to adhere to all safety regulations at all times.

## **ROAD FOREMAN 1 - TEMPORARY OR PERMANENT**

*Definition:* The employee must have a crew of three (3) or more employees including himself and be in a position to make onsite decisions involving the allocation of manpower, equipment, primary material, hired equipment, and subcontractors, plus processing Primary Material Usage Forms; a foreman can operate equipment subject to qualifications; ability to work outdoors; shift work as scheduled is involved; a temporary foreman must be designated and agree to accept the responsibilities; must hold a valid BC Driver's Licence (Class 3 with air brake endorsement).

## **QUALITY CONTROL PERSON**

*Summary Description:* Under the direction of the General Manager/Operations Manager evaluates efficiency methods of the quality assurance program as a quality control person.

*Exemplary Duties/Responsibilities/Qualifications:* Works closely with the management team in formulating operational policies and procedures; inspects operating functions to evaluate the efficiency methods; compiles required and special reports, and prepares recommendations on findings for management evaluations; has an excellent knowledge of the maintenance contract and quality assurance program; examines work for quality and quantity under these standards; interprets, implements, and enforces compliance with policies, procedures, and safety regulations; conducts crew meetings to discuss operational problems or explain procedure changes; job costing and bidding project work will be essential; some computer knowledge will be required for this position; extensive travel and extended hours of work will also be required; may be required to operate equipment within service area; reports directly to General Manager with strong emphasis on confidentiality of internal information. Licences - possession of a valid Motor Vehicle Operator's Licence required for the duties of this position; incumbents will follow any other instructions; must have a Class 3 with air brake endorsement.

## **ROAD FOREMAN 2**

*Definition:* The employee must have a crew of six (6) or more employees including himself on a year-round basis and be in a position to make onsite decisions involving the allocation of manpower, equipment, primary material, hired equipment, and subcontractors; this would entail verifying time cards for employees, hired equipment, and subcontractors, plus processing Primary Materials Usage Forms; a foreman can operate equipment subject to qualifications; ability to work outdoors; shift work as scheduled is involved; must have a valid BC Driver's Licence (Class 3 with air brake endorsement).

## **ROAD FOREMAN 3**

*Definition:* The employee must have a crew of twelve (12) or more employees including himself on a year-round basis and be in a position to make onsite decisions involving the allocation of manpower, equipment, primary material, hired equipment, and subcontractors; this would entail verifying time cards for employees, hired equipment, and subcontractors, plus processing Primary Material Usage Forms; a foreman can operate all equipment in emergency situations only, subject to qualifications; must have a valid BC Driver's Licence (Class 3 with air brake endorsement).

## **MECHANICAL MAINTENANCE SERIES (INCLUDING WELDING)**

*Trade Journeyman Mechanic:* Must be trade qualified and hold a Class 3 Driver's Licence with Air Brakes.

*Trade Leadhand Mechanic:* Must have a crew of two (2) or more employees on a permanent basis; he handles duties similar to a road foreman 1 or operates in a one (1) man shop.

*Trade Senior Mechanic:* Must have a crew of four (4) or more employees on a permanent basis; he handles duties similar to a road foreman 2 - performs supervisory duties and some mechanical repair duties.

*Trades Senior Supervisor Mechanic:* Must have a crew of six (6) or more employees on a permanent basis; he handles duties similar to a road foreman 3 - performs supervision duties as well as some limited repair duties.

*Trade Senior Principal Supervisor Mechanic:* Must have a crew of ten (10) or more employees on a permanent basis; he handles duties similar to a road foreman 3 with duties confined to supervision.

## **BRIDGE MAINTENANCE SERIES**

*Trade Journeyman Bridgeworker:* Must be trade qualified with Air Brakes and have a Class 3 Driver's Licence.

*Trade Leadhand Bridgeworker:* Must have a crew of two (2) or more employees on a permanent basis; he handles duties similar to a road foreman 1.

*Trade Senior Bridgeworker:* Must have a crew of four (4) or more employees on a permanent basis; he handles duties similar to a road foreman 2.

*Trade Senior Supervisor Bridgeworker:* Must have a crew of six (6) or more employees on a permanent basis; he handles duties similar to a road foreman 3.

## **INDUSTRIAL WAREHOUSING SERIES**

*Trade Journeyman Warehouse Worker:* Must be trade qualified and have a valid Class 5 BC Driver's Licence.

*Trade Leadhand Warehouse Worker:* Must have a crew of two (2) or more employees on a permanent basis, including himself, or be in a storeroom on his own.

*Trade Senior Warehouse Worker:* Must have a crew of four (4) or more employees on a permanent basis, including himself.