

**COLLECTIVE AGREEMENT**

**between the**

**YELLOWHEAD ROAD AND BRIDGE (NORTH PEACE) LTD.  
(Contract Area 22)**

**and the**

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

**Effective to November 30, 2011**

## TABLE OF CONTENTS

<b>DEFINITIONS .....</b>	<b>1</b>
<b>ARTICLE 1 - PREAMBLE.....</b>	<b>3</b>
1.1 Purpose of Agreement .....	3
1.2 Future Legislation.....	3
1.3 Conflict With Policy .....	3
1.4 Singular and Plural/Gender .....	3
1.5 Harassment.....	3
1.6 Human Rights and Employment Standards Act.....	3
<b>ARTICLE 2 - UNION RECOGNITION AND RIGHTS .....</b>	<b>3</b>
2.1 Bargaining Unit Defined .....	3
2.2 Bargaining Agent Recognition.....	4
2.3 Correspondence .....	4
2.4 No Other Agreement .....	4
2.5 No Discrimination for Union Activity .....	4
2.6 Recognition of Stewards.....	4
2.7 Union Bulletin Boards .....	5
2.8 Union Insignia.....	5
2.9 Right to Refuse to Cross Picket Lines.....	5
2.10 Time Off for Union Business .....	5
2.11 Union Bargaining Committee .....	5
2.12 Office Use/Union Representatives .....	6
2.13 Emergency Services .....	6
2.14 No Interruption of Work.....	6
<b>ARTICLE 3 - UNION SECURITY .....</b>	<b>6</b>
<b>ARTICLE 4 - CHECK-OFF OF UNION DUES .....</b>	<b>6</b>
4.1 Union Dues and Assessments .....	6
<b>ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES.....</b>	<b>7</b>
<b>ARTICLE 6 - EMPLOYER RIGHTS .....</b>	<b>7</b>
6.1 Employer Recognition.....	7
6.2 Bargaining Unit Work .....	8
<b>ARTICLE 7 - EMPLOYER/UNION RELATIONS .....</b>	<b>8</b>
7.1 Union and Employer Representation .....	8
7.2 Technical Information .....	8
7.3 Labour/Management Committee .....	8
<b>ARTICLE 8 - GRIEVANCE PROCEDURE.....</b>	<b>8</b>
8.1 Grievances.....	8
8.2 Step 1.....	8
8.3 Step 2.....	8
8.4 Time Limit to Submit to Arbitration.....	9
8.5 Policy Grievance.....	9
8.6 Suspension or Discharge .....	9
8.7 Time Limits.....	9
8.8 Administrative Provisions .....	9
8.9 Technical Objections .....	9
8.10 Deviation from Grievance Procedure.....	9
<b>ARTICLE 9 - ARBITRATION.....</b>	<b>10</b>
9.1 Notification .....	10

9.2	Pre-Arbitration Meeting .....	10
9.3	Decision of the Arbitrator.....	10
9.4	Time Limit for Decision .....	10
9.5	Costs.....	10
9.6	Expedited Arbitration .....	10
9.7	Amending Time Limits .....	11
<b>ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE.....</b>		<b>11</b>
10.1	Burden of Proof .....	11
10.2	Right to Have Steward Present.....	11
10.3	Right to Grieve Other Disciplinary Action.....	12
10.4	Suspension or Discharge .....	12
10.5	Probationary Period .....	12
10.6	Personnel File .....	12
10.7	Abandonment of Position .....	12
<b>ARTICLE 11 - SENIORITY .....</b>		<b>12</b>
11.1	Service Seniority Defined.....	12
11.2	Seniority Lists for Regular Employees .....	13
11.3	Loss of Seniority for a Regular Employee.....	13
11.4	Loss of Seniority for a Temporary Employee .....	13
11.5	Re-employment.....	14
11.6	Bridging of Service.....	14
<b>ARTICLE 12 - PROMOTIONS, VACANCIES AND JOB POSTINGS .....</b>		<b>15</b>
12.1	Vacancy Filled by a Regular Employee in a Seniority Block.....	15
12.2	Vacancy Not Filled by a Regular Employee in a Seniority Block.....	15
12.3	Job Posting Information .....	15
12.4	Posting Awards.....	15
12.5	Notification of Unsuccessful Applicants and Grievance Process .....	16
12.6	Interview Expenses.....	16
12.7	Trial Period .....	16
12.8	Filling of Regular Vacancies .....	16
12.9	Filling of Temporary Vacancies.....	16
12.10	Letter of Preference .....	17
<b>ARTICLE 13 - LAYOFF AND RECALL .....</b>		<b>17</b>
13.1	Reassignment on Temporary Reduction of Work .....	17
13.2	Notice of Layoff .....	17
13.3	Options Upon Layoff.....	17
13.4	Recall .....	18
13.5	Pre-Layoff Canvas .....	18
13.6	Yard Closure .....	19
13.7	Transfer Without Posting .....	19
13.8	Relocations of a Temporary Nature .....	19
13.9	Minimum Staffing Level.....	19
13.10	Regular Employees after Temporaries.....	19
<b>ARTICLE 14 - HOURS OF WORK .....</b>		<b>19</b>
14.1	Hours of Work .....	19
14.2	Work Schedules .....	20
14.3	Conversion of Hours.....	20
14.4	Rest Periods .....	21
14.5	Standby Provisions .....	21
14.6	Meal Periods .....	21

14.7	Days of Rest.....	21
14.8	Clean-up Time .....	21
14.9	Split shifts .....	22
<b>ARTICLE 15 - SHIFT WORK .....</b>		<b>22</b>
15.1	Definition of Shifts and Shift Premium Entitlements.....	22
15.2	Shift Premium Entitlement.....	22
15.3	Notice of Temporary Work Schedule Change.....	22
15.4	Exchange of Shifts.....	22
15.5	Shortfall of Annual Working Hours.....	22
15.6	Rotation of Shifts .....	22
15.7	Short Changeover Premium .....	23
15.8	Employees Working Away From Their Point of Assembly .....	23
15.9	Winter Shift for Highways Maintenance Crews.....	23
15.10	Reporting Pay .....	23
15.11	Copies of Shift Schedules to the Union .....	24
<b>ARTICLE 16 - OVERTIME .....</b>		<b>24</b>
16.1	Definitions.....	24
16.2	Overtime Entitlement .....	24
16.3	Sharing of Overtime .....	24
16.4	Overtime Compensation.....	24
16.5	Overtime Meal Allowance .....	25
16.6	No Layoff to Compensate for Overtime .....	25
16.7	Right to Refuse Overtime.....	25
16.8	Callout Provisions.....	25
16.9	Rest Interval After Overtime .....	26
16.10	Banked Overtime .....	26
16.11	Transportation on Refusal of Overtime .....	26
<b>ARTICLE 17 - PAID HOLIDAYS .....</b>		<b>27</b>
17.1	Paid Holidays .....	27
17.2	Holiday Falling on a Non-Scheduled Workday.....	27
17.3	Holiday Falling on a Scheduled Workday .....	27
17.4	Holiday Coinciding with a Day of Vacation.....	28
17.5	Christmas or New Year's Day Off .....	28
17.6	Paid Holiday Pay .....	28
17.7	Paid Holidays.....	28
17.8	Application to Layoff .....	28
17.9	Application While on Layoff .....	28
<b>ARTICLE 18 - ANNUAL VACATIONS.....</b>		<b>28</b>
18.1	Annual Vacation Entitlement .....	28
18.2	Vacation Period .....	29
18.3	Preference in Vacation.....	30
18.4	Vacation Schedules.....	30
18.5	Vacation Relief .....	30
18.6	Vacation Pay .....	30
18.7	Call-Back from Vacation.....	31
18.8	Vacation Credits Upon Death .....	31
18.9	Vacation Carry-over .....	31
18.10	Approved Leave Of Absence During a Vacation .....	31
18.11	Vacation Leave on Retirement.....	31
18.12	Vacation Pay Adjustment.....	31
18.13	Vacation for Employees .....	32

<b>ARTICLE 19 - SHORT-TERM ILLNESS AND INJURY AND LONG-TERM DISABILITY .....</b>	<b>32</b>
<b>ARTICLE 20 - SPECIAL AND OTHER LEAVE .....</b>	<b>32</b>
20.1 Bereavement Leave .....	32
20.2 Special Leave .....	33
20.3 Family Illness.....	33
20.4 Full-Time Union or Public Duties.....	33
20.5 Leave for Court Appearances.....	34
20.6 Leave for Writing Examinations .....	34
20.7 Leave for Taking Courses .....	34
20.8 Educational Leave .....	34
20.9 Elections.....	34
20.10 General Leave .....	34
20.11 Leave for Medical and Dental Care .....	35
20.12 Maximum Leave Entitlement.....	35
20.13 Emergency Service Leave .....	35
20.14 Other Religious Observances .....	35
<b>ARTICLE 21 - MATERNITY, PARENTAL AND ADOPTION LEAVE.....</b>	<b>35</b>
21.1 Maternity Leave.....	35
21.2 Extension of Maternity Leave Allowance .....	35
21.3 Parental Leave and Adoption .....	36
21.4 Extension of Leaves.....	36
21.5 Benefit Continuation.....	36
21.6 Deemed Resignation.....	36
21.7 Entitlements Upon Return to Work.....	36
<b>ARTICLE 22 - OCCUPATIONAL SAFETY AND HEALTH.....</b>	<b>37</b>
22.1 Statutory Compliance .....	37
22.2 Safety Program .....	37
22.3 Local Occupational Safety and Health Committee .....	37
22.4 Unsafe Work Conditions .....	37
22.5 Injury Pay Provision .....	38
22.6 Transportation of Accident Victims.....	38
22.7 Investigation of Accidents.....	38
22.8 Occupational First Aid Requirements and Courses.....	38
22.9 Unresolved Safety Issues.....	39
22.10 Video Display Terminals.....	39
22.11 Dangerous Goods, Special Wastes, Pesticides and Harmful Substances .....	39
22.12 Radio Contact or Employee Check .....	39
22.13 Working Alone .....	39
22.14 Survival First Aid Course.....	40
22.15 Hearing Examinations .....	40
22.16 Training Programs for Occupational Safety and Health Committee Members.....	40
22.17 Skin Protection From Ultra Violet Radiation .....	40
<b>ARTICLE 23 - TECHNOLOGICAL CHANGE.....</b>	<b>40</b>
23.1 Recognition of Technological Change.....	40
23.2 Notice of Technological Change.....	40
23.3 Waiving of Notice.....	41
23.4 Disputes Resolved .....	41
<b>ARTICLE 24 - CONTRACTING.....</b>	<b>41</b>
24.1 No Layoff of Employees .....	41

24.2	Temporary Employee Recall.....	41
24.3	Contracting In .....	41
24.4	Warranty and Repair Work .....	41
<b>ARTICLE 25 - HEALTH AND WELFARE BENEFITS .....</b>		<b>42</b>
25.1	Eligibility .....	42
25.2	Short Term Illness and Injury Plan .....	42
25.3	Basic Medical Insurance.....	42
25.4	Extended Health Care Plan.....	42
25.5	Dental Plan.....	42
25.6	Group Life and Accidental Death and Dismemberment .....	42
25.7	Doctor's Certificate of Inability to Work .....	43
25.8	Medical Examination.....	43
25.9	Wage Indemnity and Long Term Disability .....	43
25.10	Employer to Provide Coverage .....	43
25.11	Workers' Compensation Benefits .....	43
25.12	Employee and Family Assistance Program .....	44
25.13	Continuation of Benefits.....	44
25.14	Sick Leave.....	44
25.15	Copies of the Benefit Plan .....	45
25.16	Employer's Responsibilities .....	45
<b>ARTICLE 26 - EMPLOYEE EQUIPMENT AND CLOTHING.....</b>		<b>46</b>
26.1	Protective Clothing .....	46
26.2	Safety Equipment.....	46
26.3	Lockers.....	46
26.4	Purchase of Work Clothing .....	46
26.5	Tools.....	46
<b>ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES.....</b>		<b>46</b>
27.1	Equal Pay .....	46
27.2	Paydays .....	47
27.3	Rates of Pay .....	47
27.4	Substitution Pay .....	47
27.5	Rate of Pay on Reclassification or Promotion .....	47
27.6	Pay on Temporary Assignment.....	47
27.7	Wage Protection and Downward Reclassification of Position.....	47
27.8	Vehicle Allowance .....	48
27.9	Meal Allowances .....	48
27.10	Abnormal Working Conditions.....	48
27.11	Accommodation, Board and Lodging.....	48
27.12	Relocation Expenses.....	48
27.13	Retirement Allowance .....	48
27.14	Telephone Allowance.....	49
27.15	Work Time Records.....	49
27.16	Training Allowance .....	49
27.17	Isolation Allowance.....	49
27.18	Tool Allowance .....	49
27.19	Northern Travel Allowance.....	49
<b>ARTICLE 28 - CLASSIFICATION SPECIFICATIONS.....</b>		<b>49</b>
28.1	Classification Specifications .....	49
28.2	Classification and Salary Adjustments.....	49

<b>ARTICLE 29 - APPRENTICESHIP PROGRAM.....</b>	<b>50</b>
29.1 Administration and Implementation of Apprenticeship Programs .....	50
29.2 Apprentices Attending School as Required by the Min. of Labour, Skills and Development .....	50
29.3 Apprentices Attending Special Training as Required by Employer .....	50
29.4 Apprentice Moving Expenses .....	50
29.5 Employment.....	50
29.6 Hiring Apprentices .....	50
<b>ARTICLE 30 - TRAINING AND SERVICE CAREER POLICY.....</b>	<b>51</b>
30.1 Employee Training .....	51
30.2 Selection for Training.....	51
30.3 On-the-Job Operator Training.....	51
30.4 Completion of Courses on Company Time .....	51
30.5 Reimbursement for Approved Courses.....	51
30.6 Training Away from Regular Seniority Block .....	52
30.7 Examinations .....	52
<b>ARTICLE 31 - TEMPORARY EMPLOYEES .....</b>	<b>52</b>
31.1 Letter of Appointment .....	52
31.2 Layoff and Recall .....	52
31.3 Health and Welfare Benefits for Temporary Employees .....	53
31.4 Vacation Entitlement for Temporary Employees .....	53
31.5 Leave for Medical and Dental Care .....	53
31.6 Emergency Leave .....	53
31.7 Application of Agreement .....	53
31.8 Rates on Hiring.....	53
31.9 Temporary Seniority Lists.....	53
<b>ARTICLE 32 - PENSION PLAN.....</b>	<b>54</b>
32.1 Establishment of a Plan .....	54
32.2 Contribution Rates .....	54
32.3 Definition of Gross Earnings.....	54
32.4 Remittance of Contributions .....	54
32.5 Late Remittance .....	54
32.6 Pension Contributions While Ill or Injured.....	55
32.7 Pension Standards Act.....	55
<b>ARTICLE 33 - GENERAL CONDITIONS .....</b>	<b>55</b>
33.1 Point of Assembly.....	55
33.2 Return to Regular Point of Assembly .....	55
33.3 Employer Vehicle Use.....	55
33.4 Indemnity .....	55
33.5 Copies of Agreement.....	56
33.6 Travel Advance.....	57
33.7 Work Group .....	57
33.8 Technical Orders.....	57
33.9 Parking .....	57
33.10 Telephone Facilities.....	57
33.11 Other Premiums and Allowances.....	57
33.12 Students.....	57
33.13 Supervisor's Transportation.....	58
<b>ARTICLE 34 - TERM OF AGREEMENT .....</b>	<b>58</b>
34.1 Duration .....	58

34.2	Notice to Bargain .....	58
34.3	Changes in Agreement .....	59
34.4	Limitations .....	59
34.5	Joint Orientation .....	59
<b>APPENDIX 1 - Re: Short and Long Term Disability .....</b>		<b>60</b>
<b>APPENDIX 2 - Re: Hourly Wage Rates .....</b>		<b>69</b>
<b>APPENDIX 2A - Re: Training Rates .....</b>		<b>70</b>
<b>APPENDIX 3 - Re: Rates of Pay for Apprentices .....</b>		<b>70</b>
<b>APPENDIX 4 - Re: Classification Specifications .....</b>		<b>71</b>
<b>CLASSIFICATION SERIES .....</b>		<b>82</b>
<b>APPENDIX 5 - Re: Board, Lodging, and Relocation Expenses.....</b>		<b>83</b>
<b>APPENDIX 6 - Re: Isolation Allowances.....</b>		<b>87</b>
<b>APPENDIX 7 - Re: Excluded Personnel.....</b>		<b>87</b>
<b>APPENDIX 8 - Re: Arbitrator's Agreement.....</b>		<b>87</b>
<b>LETTER OF UNDERSTANDING #1 - Re: Review of Qualifications to Operate Equipment .....</b>		<b>88</b>
<b>LETTER OF UNDERSTANDING #2 - Re: Job Sharing.....</b>		<b>88</b>
<b>LETTER OF UNDERSTANDING #3 - Re: Employment Equity.....</b>		<b>88</b>
<b>LETTER OF UNDERSTANDING #4 - Re: Equipment .....</b>		<b>89</b>
<b>MEMORANDUM OF UNDERSTANDING #1 - Re: Hours of Work.....</b>		<b>90</b>
<b>MEMORANDUM OF UNDERSTANDING #2 - Re: Employee Equipment and Clothing ....</b>		<b>91</b>
<b>MEMORANDUM OF UNDERSTANDING #3 - Re: Yard Closures.....</b>		<b>91</b>
<b>MEMORANDUM OF UNDERSTANDING #4 - Re: Other Premiums and Allowances .....</b>		<b>92</b>
<b>MEMORANDUM OF UNDERSTANDING #5 - Re: Seniority Blocks.....</b>		<b>92</b>
<b>MEMORANDUM OF UNDERSTANDING #6 - Re: Minimum Accommodation Standards for Camps .....</b>		<b>92</b>
<b>MEMORANDUM OF UNDERSTANDING #7 - Re: Sick Bank .....</b>		<b>93</b>
<b>MEMORANDUM OF UNDERSTANDING #8 - Re: Student Hire Criteria.....</b>		<b>93</b>
<b>MEMORANDUM OF UNDERSTANDING #9 - Re: Special Projects .....</b>		<b>94</b>
<b>MEMORANDUM OF UNDERSTANDING #10 - Re: Training Guidelines .....</b>		<b>94</b>
<b>MEMORANDUM OF UNDERSTANDING #11 - Re: Minimum Staffing Level .....</b>		<b>95</b>
<b>MEMORANDUM OF UNDERSTANDING #12 - Re: Suspension of Driver's License.....</b>		<b>96</b>
<b>MEMORANDUM OF UNDERSTANDING #13 - Re: Gravel Haul .....</b>		<b>97</b>
<b>MEMORANDUM OF AGREEMENT - Re: Modified Successorship .....</b>		<b>100</b>

## DEFINITIONS

For the purpose of this Agreement:

- (1) *"Bargaining unit"* means all employees of the maintenance contractor except those mutually agreed to between the parties to this Agreement.
- (2) *"Bargaining Unit Work"* means all work including contracting work performed by the Employer and all road and bridge maintenance work required, by the Province of BC.
- (3) *"Basic pay"* means the rate of pay negotiated by the parties to this Agreement, including add-to-pay resulting from salary protection.
- (4) *"Child"* wherever the word *"child"* is used in this Agreement, it shall be deemed to include a ward of the Superintendent of Family and Child Services, or a child of a spouse;
- (5) *"Common Law Spouse"* includes situations where the employee has signed a declaration or affidavit that he/she has been living in a common-law relationship or has been co-habiting for at least twelve (12) months. The period of co-habitation may be less than twelve (12) months where the employee has claimed the common-law spouse's child/children for taxation purposes.
- (6) *"Contract Area"* means the geographic maintenance area as determined by the Province of BC
- (7) *"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/her position.
- (8) *"Demotion"* means a change from an employee's position to one with a lower salary.
- (9) *"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 or continuous part-time nature.
  - (b) *"Temporary"* - meaning an employee who is employed for work which is not of a continuous nature.

*"employee"* does not include managerial or confidential positions mutually excluded by the parties to this Agreement or by decision of the Labour Relations Board.
- (10) *"Employer"* means Yellowhead Road and Bridge (North Peace) Ltd. or the incumbent highways maintenance contractor for Contract Area 22.
- (11) *"Holiday"* means the twenty-four (24) hour period commencing at 0001 hours of a day designated as a paid holiday in this Agreement.
- (12) *"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.
- (13) *"Lateral Transfer"* or *"transfer"*- means the movement of an employee from one position to another with the same rate of pay.
- (14) *"Layoff"* includes a cessation of employment or elimination of a job resulting from a reduction of the amount or 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.
- (15) *"Leave of absence with pay"* means to be absent from duty with permission and with current pay.
- (16) *"Leave of absence without pay"* means to be absent from duty with permission but without pay.

- (17) *"Mutual agreement"* means agreement between the Bargaining Principals at the Labour Management Committee level, unless otherwise specified.
- (18) *"Point of Assembly"* means that location where an employee regularly reports for work assignments within his/her seniority block.
- (19) *"Predecessor Contractor"* means any contractor who previously held the Ministry of Transportation and Highways contract for the Road and Bridge Maintenance Contract in Area 22.
- (20) *"Probation"* means the first thirty (30) working days of employment.
- (21) *"Promotion"* means a change from an employee's position to one with a higher salary level.
- (22) *"Qualified"* means that the employee meets the minimum requirements of the classification.
- (23) *"Relocation"* means the movement of an employee from one seniority block or their regular point of assembly to another.
- (24) *"Resignation"* means a voluntary notice by the employee, in writing, that he/she is terminating his/her service on the date specified.
- (25) *"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.
- (26) *"Seniority block"* means that geographic area in which an employee earns and maintains seniority as per MOU #5.
- (27) *"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.
- (28) *"Steward"* means the Union's representative at the local level who shall perform duties in accordance with the Collective Agreement and as designated by the President or staff of the Union and *"Chief Steward"* has similar meaning.
- (29) *"Spouse"* includes husband, wife and common-law-spouse.
- (30) *"Termination"* is the separation of an employee for just cause.
- (31) *"Travel status"* with respect to an employee means absence of the employee from his/her seniority block on the Employer's business with the approval of the Employer.
- (32) *"Union"* means the B.C. Government and Service Employees' Union.
- (33) *"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.
- (34) *"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 seniority block (ie: road crew, bridge crew, mechanical crew, etc.). Where more than one (1) group works from a common point of assembly the work groups will be named by the Employer.
- (35) *"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.
- (36) *"Week"* is the period starting Sunday at 00:01 hours and ending Saturday at 23:59 hours.

## 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. If mutual agreement cannot be reached, the matter may be submitted to Arbitration by either party.

### 1.3 Conflict With Policy

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

### 1.4 Singular and Plural/Gender

In this Agreement whenever the male pronoun is used, it shall be deemed to include the female pronoun or vice versa and, likewise, whenever the singular is used, it shall be deemed to include the plural, 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 all forms of 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 next highest level of management not involved in the allegation, in writing, and request assistance resolving this issue within thirty (30) days of the alleged occurrence. Such Management or his designate will investigate the allegation, take steps to resolve the concern as appropriate within thirty (30) days of the issue being raised by the employee and will discuss the proposed resolution with the employee. An employee shall have the right to have a steward present during these discussions.
- (c) If the proposed resolution is unacceptable to the employee, the employee may proceed with a grievance to be filed at Step 2 of the grievance procedure.

### 1.6 Human Rights and Employment Standards Act

The parties hereto subscribe to the principles of the *Human Rights Act of British Columbia*. It is further agreed that the provisions of the *Employment Standards Act* shall apply, as a minimum standard.

## ARTICLE 2 - UNION RECOGNITION AND RIGHTS

### 2.1 Bargaining Unit Defined

- (a) The bargaining unit shall comprise all employees of the Employer except those employees in positions mutually agreed to between the parties as managerial and/or confidential exclusions or those positions excluded under the *Labour Relations Code*.
- (b) Positions excluded by this Agreement shall be as described in Appendix 7 "*Excluded Personnel*".

(c) Incumbents of new positions established by the Employer shall automatically be included in the bargaining unit unless specifically excluded by mutual agreement between the parties or excluded under the *Labour Relations Code*.

## **2.2 Bargaining Agent Recognition**

The Employer recognizes the B.C. Government and Service Employees' Union 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 his/her designate.

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

(c) The parties agree that a copy of any correspondence between one party and any employee in the bargaining unit covered by this Agreement pertaining to the interpretation of this Agreement shall be forwarded to the other party's appropriate 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 practised 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 stewards and the Union shall notify the Employer of such appointments, in writing. A steward shall obtain the permission of his/her supervisor prior to leaving his/her work area to attend to union duties relating to the Employer's operations. Leave for this purpose shall be with current pay and permission shall not be unreasonably withheld. On resuming his/her duties the steward shall notify his/her supervisor.

(b) The duties of stewards shall normally include:

- (1) investigation of complaints 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.

(c) Subject to a recognized lack of other facilities, the Employer will not unreasonably withhold approval to utilize Employer assembly rooms for the purpose of the election of a union steward on the employee's time. This Article is subject to the availability of a suitable employee who shall accept responsibility for the care of equipment and facilities in the place of work while the election is being conducted.

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

(b) The union insignia shall be displayed in mutually agreeable positions on all the Employer's mobile equipment normally operated by employees covered by this Agreement. The Union shall supply and, wherever necessary, replace such emblems of mutually agreeable size and type.

## 2.9 Right to Refuse to Cross Picket Lines

All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in relevant legislation. Any employee failing to report for duty shall be considered 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) 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 required them to leave their general work area;
  - (3) for employees who are representatives of the Union on the bargaining committee to attend meetings of the committee;
  - (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 union appointees who are attending and may require travel time to attend 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 within thirty (30) days.
- (d) The Union shall normally provide the Employer with fourteen (14) calendar days notice prior to the commencement of such leave.
- (e) *Chief stewards* - leave of absence with current pay, benefits and without loss of seniority will be granted to one (1) chief steward for up to a combined maximum total of six (6) days per year to deal with collective agreement related problems on the worksites within the Contract Area. Further leaves will be granted as required as per Article 2.10(a)(2).
- (f) The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.

## 2.11 Union Bargaining Committee

Leave of absence with pay shall be granted to union appointees to the Labour/Management Committee. Leave of absence with pay shall be granted to one (1) member of the Union Bargaining Committee while

in direct negotiations with the Employer. Five (5) days leave of absence with pay will be granted to each of two (2) members of the bargaining committee while in direct negotiations with the Employer. Should these two (2) members of the bargaining committee not require use of the complete five (5) days, the balance of the five (5) days not used can be used to cover lieu days off, if they are required to negotiate on their day off.

#### **2.12 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.
- (c) Union representatives include the president, staff, stewards and executive members.
- (d) The Employer shall allow reasonable use of assembly rooms or similar facilities for the purpose of conducting union meetings on the employee's time. Union representatives shall be allowed reasonable use of the Employer's telephone and facsimile machines for the purpose of conducting union business on the employee's time.

#### **2.13 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.

#### **2.14 No Interruption of Work**

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

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

- (a) All employees in the bargaining unit who on March 8, 1974, were members of the Union or thereafter become members of the Union shall, as a condition of employment, maintain such membership (subject only to the provisions of Section 17 of the *Labour Relations Code*).
- (b) All employees hired on or after March 8, 1974, 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*).
- (c) Nothing in this Agreement shall be construed as requiring a person who was an employee prior to March 8, 1974, to become a member of the Union.

### **ARTICLE 4 - CHECK-OFF OF UNION DUES**

#### **4.1 Union Dues and Assessments**

- (a) The Employer shall, as a condition of employment, deduct from the wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of 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 Contract Area, on a computer disk in ASCII format:
- Social Insurance Number
  - Surname and First Name
  - Sex
  - Address
  - Job Classification
  - Gross Pay
  - Month-to-Date Dues
- (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) From the date of the signing of this Agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other moneys deducted by the Employer from the pay of the employees in the bargaining unit.
- (g) The Employer shall supply each employee, without charge, a receipt (T4) for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year.
- (h) 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 agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off. A new employee shall be advised of the name and location of his/her steward. Whenever the steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce him/her to his/her steward, who will provide the employee with a copy of the Collective Agreement. The Employer agrees that a union steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for fifteen (15) minutes sometime during the first fifteen (15) days of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and the employee's responsibilities and obligations to the Employer and the Union.

## **ARTICLE 6 - EMPLOYER RIGHTS**

### **6.1 Employer Recognition**

- (a) The Union recognizes the right of the Employer to operate and manage its business in all respects except as otherwise specified in this Agreement.
- (b) Notwithstanding the classification specifications as contained in Appendix 4 of the Collective Agreement, the Employer has the right to assign work across classification including bargaining unit supervisors, and seniority blocks throughout its entire Contract Area.

## **6.2 Bargaining Unit Work**

Excluded employees shall not perform bargaining unit work, except as described in Appendix 7.

## **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 Technical Information**

The Employer agrees to provide to the Union such information that is available relating to employees in the bargaining unit, as may be required by the Union for collective bargaining purposes.

### **7.3 Labour/Management Committee**

- (a) The Employer and the Union agree to establish a labour/management committee comprised of an equal number of Employer and 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.
- (b) The Committee shall be co-chaired by an employer and union representative. The purpose of the meetings shall be to exchange information of mutual interest, to review administrative matters arising from this Agreement, and to maintain effective union/employer relations. Any discussions of grievances, as defined by this Agreement, shall be treated strictly on a "*without prejudice*" basis.

## **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/her immediate supervisor to resolve the issue verbally. An employee shall have the right to have his/her steward present at such a discussion. If unresolved, an employee may, within twenty-one (21) calendar days of first becoming aware of the action or 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.

### **8.3 Step 2**

The Employer's designate shall meet with the Union's designate (teleconference is acceptable with mutual agreement between the parties), 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.

During this time limit period, either party may request a Settlement Officer under Section 87 of the *Labour Relations Code*.

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 Article 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.

#### **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 advanced or replied to in accordance with the prescribed time limits, such grievance shall be deemed to be abandoned. However, neither party will 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 registered mail, facsimile transmission, or other mutually agreeable means. Written replies and notification shall be deemed to be presented on the date which they are registered, 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. Receipt of facsimile transmissions must be confirmed by both parties on the date on which they are received/sent.

#### **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.

## **ARTICLE 9 - ARBITRATION**

### **9.1 Notification**

Pursuant to Articles 8.4, 8.5, and 8.6, 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, or within twenty-one (21) days of the alleged violation by giving written notice to the General Manager or designate of the Union's intent to arbitrate.

### **9.2 Pre-Arbitration Meeting**

The president of the Company or his/her designate, shall meet with the Union's representative (teleconference is acceptable with mutual agreement between the parties), 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:

- Guy Beaulieu
- Ron Keras
- Judi Korbin
- Vince Ready

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. Pursuant to this Article, an arbitrator shall agree to the terms and conditions as set out in Appendix 8 - Arbitrator's Agreement.

### **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) The parties shall meet every three (3) months or as often as required to review outstanding grievances filed at arbitration to determine by mutual agreement those grievances suitable for this process, and shall set dates and locations for hearings of groups of grievances considered suitable for expedited arbitration.

(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.

- Guy Beaulieu
- Ron Keras
- Judi Korbin
- Vince Ready

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 two (2) working days 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 Article 9.2

(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 Burden of Proof**

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

### **10.2 Right to Have Steward Present**

(a) Both the employee and his steward shall be advised in advance of the purpose of any meeting with the Employer which may be the basis of disciplinary action.

(b) Should the employee discussed in (a) above be a steward, he will have the opportunity to advise his union representative of the purpose of the meeting and who shall be allowed to attend.

### **10.3 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. An employee shall be given a copy of and shall sign acknowledging receipt of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her 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 of.

### **10.4 Suspension or Discharge**

Where an employee is suspended or dismissed, the Employer agrees to notify the employee, in writing, setting out the grounds for the Employer's action. A copy of the notice will be sent to the Union's designate within seven (7) calendar days.

### **10.5 Probationary Period**

- (a) Each new employee shall serve a probationary period of thirty (30) working days from date of hire during which time the Employer shall assess suitability for continued employment.
- (b) Where an employee feels he/she has been aggrieved by the decision of the Employer to reject the employee during the probationary period, the employee may submit the matter as a grievance in accordance with Article 8.6 within twenty-one (21) days of the date upon which the employee was notified of their rejection on probation.

### **10.6 Personnel File**

- (a) An employee, or the president of the Union or his/her designate, with the written authority of the employee, shall be entitled to review the employee's personnel file(s), both paper and, if applicable, electronic, 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 such file(s). Written censures, letters of reprimand, adverse reports or any disciplinary action recorded on an employee's personnel file shall be considered invalid after the expiration of fifteen (15) months from the date it was issued.
- (b) The exception to Article 10.6(a) will be cases where either the Company or the Union can demonstrate within current arbitral standards that such documents or employment record would be relevant in future disciplinary action.

### **10.7 Abandonment of Position**

An employee who fails to report for duty for five (5) 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 British Columbia within the Ministry of Transportation and Highways plus all service seniority accrued with previous maintenance contractors for Contract Area 22, provided all such service has been continuous. Seniority shall be maintained and accrued except as specified in Article 11.3.

(b) Service seniority for temporary employees shall be defined as the total number of straight-time hours worked with the Employer.

(c) When two (2) or more employees have equal seniority, the order of establishing their relative seniority shall be determined by the employees service start date with the Company or the Province of BC as set out in Article 11.1(a). 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 for Regular Employees**

(a) The Employer will prepare seniority lists annually as of January 1<sup>st</sup>, for each classification series within a seniority block. The information will show each person's point of assembly, classification, seniority and service start date. These lists will be posted on the appropriate bulletin boards with copies sent to the Union. Whenever changes occur for regular employees, the Employer agrees to post an updated list. Seniority lists shall show employees in descending order of seniority from most senior to least senior.

(b) 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 (1<sup>st</sup>) day of the month preceding the expiry of the maintenance contract. Seniority lists shall include vacation credits and seniority ranking for vacation entitlement.

(c) For temporary seniority lists see Article 31.09.

### **11.3 Loss of Seniority for a Regular Employee**

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

(a) he is discharged for cause;

(b) he resigns or abandons his position;

(c) accepts a position with the Employer which is outside the bargaining unit, except for temporary appointments for less than a forty-five (45) working days. This temporary period may be extended by mutual agreement between the parties. During this temporary period an employee will continue to pay union dues at his/her old rate and remain a member of the bargaining unit;

(d) accepts a severance payment in accordance with Article 13;

(e) laid off for more than eighteen (18) months.

(f) is sent notice of recall by double registered mail to the last address on record with the Company and fails to report within fifteen (15) days of receipt of notice, unless he has contacted the company and has received an extension to report. A notice of recall which has been returned as unclaimed or refused will be considered received. In the event of a disruption of mail service, the Company and Union agree to meet to discuss alternate methods of recall.

(g) if absent due to temporary illness or a non-occupational accident beyond the two (2) year period of time where an employee commenced LTD.

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

(a) A temporary employee shall lose his/her seniority in the event that:

(1) He is terminated for cause.

(2) He voluntarily terminates or abandons his/her position.

(3) He/she is not recalled for a period of nine (9) months; except for temporary employees newly hired after September 1, 2006 who shall lose seniority after six (6) months on layoff from

any layoff that occurs during the first twelve (12) months following their original date of hire. Should such an employee be rehired by the Employer after the first (1<sup>st</sup>) anniversary of their original date of hire, they will then be covered by the nine (9) month provision set out above.

(4) He/she receives notice of available work and declines the work offered on three (3) separate occasions within a six (6) month period (January to June and July to December). Temporary employees who are unavailable in the following circumstances will not have the decline or unavailability count as an occurrence for the purpose of this Article:

- (i) absence while on WCB claim;
- (ii) maternity leave;
- (iii) absence on bereavement leave without pay;
- (iv) illness - proof of illness may be required if the absence is greater than five (5) days or where it appears that a pattern of consistent or frequent absence is developing;
- (v) 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 develops;
- (vi) union leave per Article 2.10;
- (vii) jury duty;
- (viii) medical or dental appointments;
- (ix) any approved leave of absence without pay.

(b) A temporary employee absent due to a work related accident while performing work for the Employer, shall not be superseded on the seniority list by an employee with less seniority, in the same work group, during the period of absence. The employee must apply for the credit to the Employer within seven (7) working days of the employee's return to work. The onus is entirely on the employee to demonstrate that the credit for seniority is warranted.

### **11.5 Re-employment**

A regular employee who resigns his/her position and within sixty (60) days is re-employed as a full-time 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 relations to seniority and other fringe benefits.

### **11.6 Bridging of Service**

If a regular employee resigns as a result of a decision to raise a dependent child or dependent children, and is re-employed, he/she shall be credited with length of service accumulated at time of resignation for the purposes of benefits based on service seniority. The following conditions shall apply:

- (a) the employee must have been a regular employee with at least five (5) years of service seniority at time of resignation;
- (b) the resignation must indicate the reasons;
- (c) the break in service shall be for no longer than one (1) year;
- (d) the previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

## ARTICLE 12 - PROMOTIONS, VACANCIES AND JOB POSTINGS

### 12.1 Vacancy Filled by a Regular Employee in a Seniority Block

When a vacancy for a regular position occurs and is required to be filled pursuant to Article 12.8, the Employer shall offer the position to employees within the seniority block in the following sequence:

- (a) In the classification series, qualified regular employees starting with the most senior and then in descending order of seniority.
- (b) In another classification series, qualified regular employees starting with the most senior and then in descending order of seniority.

### 12.2 Vacancy Not Filled by a Regular Employee in a Seniority Block

(a) If the vacancy is not filled pursuant to Article 12.1 above, the Employer shall post the vacancy on bulletin boards in every assembly point for thirty (30) calendar days. Where there is more than one (1) applicant for a vacancy, the vacancy shall be awarded in the following sequence:

- (1) qualified regular employees, from any seniority block, starting with the most senior and then in descending order of seniority;
- (2) qualified temporary employees from the seniority block where the vacancy originated starting with the most senior and then in descending order of seniority;
- (3) qualified temporary employees from any seniority block starting with the most senior and then in descending order of seniority.

If after thirty (30) days of posting there are no successful applicants from the bargaining unit, the Employer may hire from outside the bargaining unit.

- (b) For the purpose of this Article, an employee will carry his seniority as defined in Article 11.1.
- (c) In the event that a trade certified position becomes vacant, and is required to be filled pursuant to the Collective Agreement and there are no qualified applicants within the Company, then the Employer shall post the position outside the Company and also within the bargaining unit. If the position is still vacant after thirty (30) days, the Employer may offer an apprenticeship as follows:

- (1) first to regulars in the seniority block, in the classification series;
- (2) then to temporaries in the seniority block, in the classification series;
- (3) then pursuant to Article 29.5.

For the purposes of MOU#11, an apprentice filling a vacancy shall be counted as part of the bargaining unit staff level (regular employees only). An apprentice filling a vacancy shall be treated as a regular employee; and once certified, Article 29 shall apply.

### 12.3 Job Posting Information

All job postings shall indicate the nature of the position, qualifications required, assembly point, hourly rate, whether shift work is involved, date of posting and date of closing. A copy of the posting will be forwarded to the appropriate Union Area Office.

### 12.4 Posting Awards

The position shall be awarded within thirty (30) calendar days of posting. Appointments shall be made on the basis of seniority subject to the employee meeting the qualifications as defined in the classification specifications. The Employer shall provide the Union with a copy of all job posting awards and shall post such awards on all bulletin boards.

## **12.5 Notification of Unsuccessful Applicants and Grievance Process**

- (a) Unsuccessful applicants to positions will be notified of the name and classification of the successful applicant. An unsuccessful candidate may request an explanation from the supervisor by telephone of the reasons why he/she was unsuccessful, and receive an oral explanation. If a candidate wishes the reasons in writing, his/her request must be in writing to the supervisor. Within seven (7) calendar days of receipt of the employee request, the supervisor will reply to the employee.
- (b) Grievances must be filed at Step 2 within seven (7) calendar days of receipt of the Supervisor's reply. Where a grievance has been filed, no permanent placement shall take place until the grievance has been resolved. The Employer may temporarily award the position subject to the resolution of any grievance.

## **12.6 Interview Expenses**

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

## **12.7 Trial Period**

- (a) Where a bargaining unit employee is promoted, he/she will be placed on trial for a thirty (30) working day period, and upon satisfactory completion of the trial period will be confirmed in the position in writing by the Employer. If an employee is unable to perform the duties of the new position, he/she will be returned to the former position held. Any other employee(s) transferred or promoted as a result of the original job posting will also be returned to their former status.
- (b) In applying (a) above to temporary employees becoming a regular employee, the thirty (30) day trial period will be deemed to be a subsequent probation period. During this subsequent probation period, the Employer may review the employee for suitability for regular employment; providing the factors involved in suitability could reasonably be expected to affect work performance.

## **12.8 Filling of Regular Vacancies**

The Employer shall fill regular vacancies in each seniority block, created as a result of a regular employee's resignation, death, retirement, promotion, transfer, dismissal and regular vacancies created pursuant to Article 12.9(f) or any vacancies created as a result of an employee using this Article. Whenever the complement of regular employees falls below the minimum staffing levels, as provided in MOU #11, the Employer agrees to fill the vacancies or new positions within thirty (30) calendar days.

The Employer and the Union agree to suspend the provisions of this Article until the number of regular employees reaches forty-one (41), once that number has been attained the provisions of the Article shall be enforced.

## **12.9 Filling of Temporary Vacancies**

- (a) The Employer may fill vacancies of a temporary nature created as a result of a regular employee being absent on sick leave which exceeds sixty (60) calendar days.
- (b) Any other temporary vacancy may be filled as required by the Employer.
- (c) Where a temporary vacancy occurs pursuant to (a) or (b) above, the Employer may, no later than the fifty-ninth (59<sup>th</sup>) day, offer the position to employees within the seniority block as follows:
  - (1) In the classification series, qualified regular employees starting with the most senior and then in descending order of seniority.

- (2) In another classification series, qualified regular employees starting with the most senior and then in descending order of seniority.
- (3) Qualified temporary employees starting with the most senior and then in descending order of seniority.
- (d) Where subsequent vacancies are created as a result of Article 12.9(c), the Employer may fill those vacancies immediately by repeating the above process.
- (e) It is understood that employees who fill vacancies temporarily shall return to their former position and status should the employee referred to above return to their regular position.
- (f) Vacancies created as a result of a regular employees absence on Long Term Disability or Workers' Compensation may be considered a regular vacancy for the purpose of Article 12.8 on the date the employee is determined to be permanently disabled from his/her own occupation.

### **12.10 Letter of Preference**

Employees shall be allowed to submit a "*Letter of Preference*" to bid on a job posting or training posting that might come available while the employee is on vacation or other authorized leave of absence.

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

### **13.1 Reassignment on Temporary Reduction of Work**

Where an employee is reassigned for a period of time greater than one (1) full shift, such reassignment shall be made by reverse order of seniority of those employees working within a classification.

### **13.2 Notice of Layoff**

- (a) In the event of a layoff, regular employees will be laid off by reverse seniority within a classification series, within a seniority block.
- (b) An employee will receive twenty (20) working days notice of a layoff.

### **13.3 Options Upon Layoff**

A full-time employee affected by a layoff may choose by indicating to the Employer in writing one of the following options:

- (a) Bump a junior employee in the same classification series within the seniority block. In doing so he must have the necessary qualifications to perform the job.
- (b) 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 qualification to perform the job. The employee who bumps in accordance with (a) and (b) 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.
- (c) Either bump the least senior employee, or fill a vacancy in another seniority block, provided he is qualified to perform the work.

An employee with three (3) years or more seniority shall be paid relocation expenses.

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

(e) In all cases relative to (a) through (d) above, the employee will be allowed a period of familiarization.

(f) When the Company has determined there is no work available the employee may opt for severance pay as per the following:

(1) For employees who are hired or who become full-time employees after December 1, 1988, one (1) week's current salary for each year of service or major part thereof with any and all maintenance contractors for Contract Area 22, to a maximum of thirteen (13) weeks current salary.

(2) For employees who transferred from the Provincial Government on or about October 27<sup>th</sup>, 1988, severance pay as follows:

(i) a full-time employee with three (3) years seniority shall be entitled to severance pay in the amount equal to one (1) week's pay for every year of service or major part thereof;

(ii) a full-time employee with three (3) years or more service seniority shall be entitled to severance pay as per the following:

- for the first (1<sup>st</sup>) year of seniority, three (3) weeks current salary; and
- for the second (2<sup>nd</sup>) year of seniority, three (3) weeks current salary; and
- for each completed year of seniority thereafter, two (2) additional weeks current salary.

A full-time employee will not receive an amount greater than six (6) months current salary. The sequence for calculating seniority for the purpose of severance pay will be to first calculate continuous service as a full-time employee with the Government prior to adding continuous service as a full-time employee with any and all maintenance contractors for Contract Area 22.

(g) Opt for early retirement.

(h) Regular employees hired after July 16, 2002, shall receive severance in accordance with the *Employment Standards Act*.

(i) Notice in lieu of severance is acceptable at the end of MOT Contract #5.

#### 13.4 Recall

Employees laid-off will be placed on a recall list for eighteen (18) months and will be called back in reverse order that they were laid off providing they are qualified to perform the work available, after a period of familiarization.

#### 13.5 Pre-Layoff Canvas

(a) Prior to laying off an employee, the Employer must canvass all employees in order of seniority in the same classification series, within the same seniority block to invite one of the following options:

- (1) placement into other available positions (relocation expenses will not apply); or
- (2) early retirement; or
- (3) layoff with recall rights.

(b) The senior employee who selected early retirement will be entitled to the following severance pay provisions:

- (1) for the first (1<sup>st</sup>) year of completed employment, three (3) weeks current salary;

- (2) for the second (2<sup>nd</sup>) year of completed employment, three (3) weeks current salary;
- (3) for each completed year thereafter, one-half (½) months current salary.

The employee will not receive an amount greater than six (6) months current salary; however, employees who have completed twenty (20) years of continuous service shall also be entitled to the provisions of Article 27.13. The sequence for calculating seniority for the purpose of severance pay will be to calculate continuous service as a full-time employee with the Ministry of Transportation and Highways, and with any and all maintenance contractors for Contract Area 22.

### **13.6 Yard Closure**

The Employer or the Government may close or relocate a yard pursuant to MOU #3.

### **13.7 Transfer Without Posting**

After discussion with the Labour/Management Committee, the Employer may grant lateral transfers or voluntary demotions within the Company, for compassionate or medical reasons. Compassionate or medical reasons shall be defined as but not restricted to the following:

- (a) Illness of employee or family members requiring medical attention which is unavailable in the immediate area, e.g. spouse or dependent with kidney problems requiring dialysis on a regular basis.
- (b) Handicapped family members who require attention which is unavailable in the immediate area, for example, blind or deaf dependants who require special schooling.
- (c) Health circumstances which leave the member in a position where he/she is unable to work at the existing location.

### **13.8 Relocations of a Temporary Nature**

Employees shall not be required to relocate to another seniority block except for a temporary vacancy, in which case all associated expenses and travelling time will be paid by the Employer. Such temporary vacancies will not exceed thirty (30) calendar days, except by mutual agreement. Temporary vacancies will be offered to senior qualified employees on a first right of refusal basis.

### **13.9 Minimum Staffing Level**

The Employer agrees to maintain staffing levels as described in MOU #11. This clause shall become null and void at the end of MOT Contract #5 as will MOU #11.

### **13.10 Regular Employees after Temporaries**

No regular employee shall be laid off while a temporary employee is working in his seniority block. Any laid off regular employees shall be recalled prior to a temporary employee working in his seniority block.

Notwithstanding the above, in the Fort St. John seniority block, a regular employee who is not qualified to do the job performed by a temporary employee in another series may be laid off while that temporary employee remains working.

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

### **14.1 Hours of Work**

- (a) Full-time employees, on the road crews and bridge crews, shall be scheduled a minimum annual hours of work, exclusive of meal periods taken away from the workstation, in the amount of one thousand nine hundred eighty-two point five (1,982.5) hours which is equivalent to an average of thirty-six and one quarter (36¼) hours per week for the winter shift and forty (40) hours per week for the summer shift. Full-time mechanics, welders and warehouse workers shall be scheduled to work a

minimum annual hours of work, exclusive of meal periods taken away from the workstation, in the amount of two thousand eighty (2080) hours per year. Full-time employees may also be scheduled to work on other schedules up to an average of forty (40) hours per week or two thousand eighty (2,080) hours per year.

(b) *Application of the Agreement*

It is understood that, where a thirty-six and one quarter (36¼) hour workweek is in effect, the standard seven (7) hour day is increased to seven and one-quarter (7¼) hours and where a forty (40) hour workweek is in effect, the standard workday is increased to eight (8) hours. The foregoing principles shall prevail in the application of any time related provisions of this Agreement while an employee is working other than the basic thirty-five (35) hour equivalent workweek. Except for negotiated general wage increases, time credits taken later shall always be at the rate earned.

## 14.2 Work Schedules

(a) The Employer shall determine when various services are provided, the classifications of positions and the number of employees required to provide the services. Employees will work a schedule of five (5) on and two (2) off effective October 13, 2002, changes to this schedule will be subject to the Employer's approval.

(b) Work schedules will be established by mutual agreement between the parties in accordance with the terms of MOU #1. The annual hours of work specified in Article 14.1 shall not be changed by such work schedules.

The manpower/equipment requirements referred to in (a) above, will be provided to the union steward at least fourteen (14) days prior to the posting date of the schedule.

The new schedules once agreed upon shall be posted fourteen (14) days prior to implementation.

Should the parties fail to agree on the hours of work or an appropriate work schedule, the Employer shall implement a schedule and the matter will be referred to an expedited arbitration as soon as possible after the dispute arises.

An arbitrator hearing a dispute under this Article shall base his decision on the following criteria:

(1) Work schedules must meet operational requirements and shall reflect unusual or seasonal demands and improved service to the public.

(2) In making his determination, the Arbitrator shall choose either the Employer or Union proposed work schedule for implementation.

(3) The decision cannot be retroactive unless the Arbitrator finds grounds to make the decision retroactive.

(c) Work schedule changes will be limited to a maximum of eight (8) per year with a minimum duration of one (1) month for any work schedule, except by mutual agreement at the local level.

(d) *Shift Patterns* – Notwithstanding any other provisions of the Collective Agreement, all employees shall work a 4:3 shift pattern on the summer shift, as found in MOU #1. The schedule for the winter shift shall remain at 5:2.

## 14.3 Conversion of Hours

(a) *Lieu Days* - where an employee is granted a lieu day, the time off granted shall be in accordance with the current length of scheduled workday.

(b) *Vacation* - where an employee is granted vacation pursuant to Article 18.1, the annual vacation shall be converted to hours on the basis of the regular annual hours of work and shall be deducted in

accordance with the actual hours of the employee's daily shift in effect at the time the vacation was taken.

(c) *Designated Paid Holidays* - where an employee is granted a designated paid holiday pursuant to Article 17, the time off granted shall be in accordance with the current length of scheduled workday.

#### **14.4 Rest Periods**

All employees shall have two (2) fifteen (15) minute rest periods in each work period 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 the commencement of work or not later than one (1) hour before either the meal period or the end of the shift. Rest periods shall be taken without loss of pay to the employees.

#### **14.5 Standby Provisions**

(a) Where employees are required to standby to be called for duty under conditions which restrict their normal off-duty activities, they shall be compensated at straight-time in the proportion of one (1) hour's pay for each three (3) hours standing by. 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 Article does not apply to temporary employees who are not assigned on a regular work schedule and are subject to recall.

(b) Employees required to standby under (a) above, will not be required to standby on two (2) consecutive weekends or two (2) consecutive designated paid holidays, except by mutual agreement. This provision will not apply in emergency situations.

(c) Employees required to standby shall be assigned standby on an equitable basis considering the qualifications of employees required. Standby period will be scheduled to a maximum of twelve (12) hours per day. This provision will not apply in emergency situations.

#### **14.6 Meal Periods**

(a) Meal periods shall be scheduled by mutual agreement as close as possible to the middle of the shift and the length of the meal period shall not be less than thirty (30) minutes or more than sixty (60) minutes.

(b) An employee shall be entitled to take his/her meal period away from the workstation. Where an employee is recalled during the meal period, the meal period shall be considered as time worked. Employees who are required to eat their meals at their workstation in order to perform their duties during the meal period shall have the meal period scheduled with pay within their workday.

(c) When adequate facilities are not available during inclement weather, employees may carry on with their duties during the normal meal break subject to the approval of their location supervisor. On such occasions the employees shall terminate their regular day's work earlier by the length of the meal period.

#### **14.7 Days of Rest**

The normal days of rest, except as otherwise agreed, shall be Saturday and Sunday. Rest days for employees on travel status may be deferred by mutual agreement.

#### **14.8 Clean-up Time**

Maintenance employees shall be allowed reasonable time during the workday for personal clean-up purposes.

**14.9 Split shifts**

No employee will be required to work a split shift except by mutual agreement.

**ARTICLE 15 - SHIFT WORK****15.1 Definition of Shifts and Shift Premium Entitlements**

(a) *Definition of Shifts and Shift Premiums:*

"Day Shift" - all hours worked on any shift that starts between 5:30 a.m. and 1:59 p.m.

"Afternoon Shift" - All hours worked on any shift that starts between 2:00 p.m. and 8:59 p.m.

"Night Shift" - all hours worked on any shift that starts between 9:00 p.m. and 5:29 a.m.

"Weekend Shift" - all hours worked between 0001 hours Saturday and 0001 hours on Monday, April 1<sup>st</sup> through October 15<sup>th</sup> only.

(b) *Shift Premiums:*

SHIFT	DATE RATIFICATION
Afternoon Shift	90¢ per hour
Night Shift	\$1.00 per hour
Weekend Shift	65¢ per hour

**15.2 Shift Premium Entitlement**

(a) An employee working a full shift which begins between 11:00 a.m. and 1:59 p.m. inclusive shall receive the afternoon shift premium for all hours worked after 2:00 p.m.

(b) 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 5:00 a.m. shall receive the night shift premium for each hour worked during the callout period up to the commencement of his regularly scheduled shift.

(c) Weekend premiums shall apply in addition to shift premiums, to all hours worked between 0001 hours on Saturday and 0001 hours on Monday, April 1<sup>st</sup> through October 15<sup>th</sup> only.

**15.3 Notice of Temporary Work Schedule Change**

In the event that an employee's negotiated work schedule or shift is implemented without forty-eight (48) hours advance notice, the employee will receive a premium at the applicable overtime rate for work performed on the first shift to which he/she changed.

**15.4 Exchange of Shifts**

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

**15.5 Shortfall of Annual Working Hours**

Scheduling of shifts for regular employees shall not result in a shortfall of annual working hours through the shift schedules determined in this Agreement.

**15.6 Rotation of Shifts**

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

- (b) Where a machine is being utilized on a regular basis on a day shift only, then the operator normally assigned 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 days of rest of the old schedule, then every attempt shall be made to provide a minimum of one (1) rest day shift between shifts.
- (d) Employees assigned to operate equipment on winter shifts shall sign up in the following order:
  - (1) by service seniority for all employees classified at the level of the work to be performed, followed by;
  - (2) service seniority for all employees from other classifications.

### **15.7 Short Changeover Premium**

- (a) 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/her 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.
- (b) 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.

### **15.8 Employees Working Away From Their Point of Assembly**

- (a) Except by mutual agreement, employees working away from their point of assembly and who return on a daily basis, shall be compensated for all hours in transit to and from their regular point of assembly.
- (b) An employee's point of assembly may be changed to any point within a thirty-two (32) km radius of his normal point of assembly, provided that it does not result in a greater amount of travel time or expense to the employee and provided this does not affect the proper assignment of duties under this Agreement. Where damage to an employee's vehicle results from the application of this Article while the vehicle is unattended, the Employer will reimburse the full costs of the damage or of the deductible insurance coverage.

### **15.9 Winter Shift for Highways 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. Where winter shift schedules are implemented with less than forty-eight (48) hours notice, the provisions of Article 15.3 shall apply.
- (b) However, it is agreed that wherever possible the negotiations of these shift schedules pursuant to Article 14.2 should be undertaken at least thirty (30) 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 Article 15.6.

### **15.10 Reporting Pay**

A temporary employee called to work, shall be guaranteed the minimum of:

- (a) two (2) hours pay if the employee does not commence work;
- (b) four (4) hours pay if the employee does commence work.

### 15.11 Copies of Shift Schedules to the Union

Copies of the agreed to shift schedules will be sent to the appropriate Union Area Office.

## ARTICLE 16 - OVERTIME

### 16.1 Definitions

- (a) "Overtime" - means work performed by an employee in excess or outside of the 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 (1½x) times 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 (2½x) times the straight-time rate.

### 16.2 Overtime Entitlement

Overtime shall be compensated in one quarter (¼) hour increments.

### 16.3 Sharing of Overtime

- (a) Overtime shall be shared equitably, considering the availability of qualified employees within each classification series (including temporary employees currently assigned to a regularly scheduled shift) by seniority block. *Note: Equitable sharing means overtime is offered to employees starting with the employee who has accumulated the least overtime to date, then if necessary to the employee who has the next least overtime and so on up the list referred to in Article 16.3(b).*
- (b) A list of overtime worked shall be posted in each worksite every four (4) weeks. The list shall show:
  - (1) overtime hours;
  - (2) double-time hours;
  - (3) banked overtime hours;
  - (4) banked double-time hours;
  - (5) total overtime hours paid.

The list shall start on the date this Collective Agreement is ratified and hours shall accumulate monthly until the next collective agreement is ratified.

Records of all offers of overtime will be kept locally.

- (c) 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.
- (d) In the event that an employee works overtime in a series outside his own classification, the Employer may offer overtime without regard to the preceding clauses.

### 16.4 Overtime Compensation

- (a) Overtime shall be compensated at the following rates:
  - (1) time and one-half (1½x) for all hours of overtime on a scheduled workday; and
  - (2) time and one-half (1½x) for all hours worked on a day of rest.

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

(b) An employee who works on a designated holiday which is not a scheduled workday shall be considered to have worked overtime 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.

(c) An employee on travel status who is required to travel on the Employer's business outside his/her regular working hours shall be compensated at the applicable overtime rates for all hours travelled. The Employer may determine the means of such travel.

### **16.5 Overtime Meal Allowance**

(a) When an employee is required to work in excess of two and one-half (2½) hours overtime immediately before or after completion of his/her scheduled daily hours, he/she shall be paid an overtime meal allowance, and a meal break of one-half (½) hour, at applicable overtime rates, with pay will be given. The overtime meal allowance shall be ten dollars and fifty cents (\$10.50).

(b) If the employee continues to work overtime beyond the three (3) hours, a further meal allowance and meal break as above shall be provided upon completion of an additional four (4) hours worked, and upon the completion of every three (3) hours worked thereafter.

(c) When an employee is not on standby and is called out for overtime prior to his/her scheduled shift and it was not possible to give one-half (½) hour notice to permit preparation of the meal normally taken to work, the Employer shall provide the meal or pay the overtime meal allowance.

(d) In the case of an employee called out on overtime to work on a rest day, this Article will apply only to hours worked longer than his/her regular shift duration.

(e) Where any of the meals provided under (a), (b), (c), or (d) above duplicates a meal to which an employee is entitled because of travel status, then the employee shall receive only one (1) benefit for each meal.

### **16.6 No Layoff to Compensate for Overtime**

Employees shall not be required to layoff during regular hours to equalize any overtime worked.

### **16.7 Right to Refuse Overtime**

(a) All employees shall have the right to refuse overtime work except in any emergency situation, providing that the employee advised the Employer at the start of the shift he/she was unable to work overtime, without being subject to disciplinary action. An employee on standby, pursuant to Article 14.5, shall not have the right to refuse callout for overtime work. Where all employees decline overtime work the Employer will have the right to call temporary workers, or regular Employees from adjacent seniority blocks.

(b) An employee on standby shall not have the right to refuse callout for overtime work.

### **16.8 Callout Provisions**

#### *(a) Callout Compensation*

An employee who is called to work outside of the agreed to work schedule shall be compensated for a minimum of three (3) hours at overtime rates. He/she shall be compensated from the time he/she leaves his/her home to report for duty until the time he/she arrives back upon proceeding directly to and from work.

(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 overtime rates for the callout period and 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 the 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.

(c) *Overtime or Callout Which Does Not Abut the Succeeding Shift*

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

(2) All callout which does not abut the regular scheduled shift shall be paid at the double-time (2x) rate.

(d) Time spent by an employee travelling to work or returning to his/her residence before and after callout shall not constitute time worked but shall be compensated at the overtime rate.

(e) Should the employee be required to work that period which is considered free from work in the regular shift, as provided for in (b)(2) and (c)(1), above, then that portion of the shift shall be compensated at overtime rates.

## **16.9 Rest Interval After Overtime**

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

## **16.10 Banked Overtime**

(a) All employees may elect to bank up to eighty (80) hours straight-time per year with the exception of Mechanical Maintenance Series employees who may bank up to eighty (80) hours straight-time per year, which can be scheduled off by mutual agreement.

(b) All overtime banked between January and June not scheduled off by December 31<sup>st</sup> will be paid a cash adjustment at the rate earned payable to the employee or such employee will be scheduled for time off work.

(c) All overtime banked between July and December not scheduled by May 31<sup>st</sup> will be paid a cash adjustment at the rate earned payable to the employee or such employee will be scheduled for time off work.

(d) The employee shall advise the pay office of his election to have either all cash or all compensatory time off on his time sheet each day. If no election is made, all cash will be given.

The Employer agrees that the scheduling of compensatory time off shall not be unreasonably withheld.

## **16.11 Transportation on Refusal of Overtime**

In the interest of an employee's health and safety, the Employer agrees to make every effort to limit overtime. Except where advised of potential overtime at the start of the shift, if an employee is working away from the point of assembly that the employee would normally be returning to that day and the overtime is refused, transportation to that point of assembly will be supplied by the Employer. If only the

Employer vehicle is available and transportation to the regular point of assembly would significantly inconvenience other employees, seriously disrupt production or be required under Article 22.6 of this contract, the Employer shall endeavour to provide alternate transportation.

## ARTICLE 17 - PAID HOLIDAYS

### 17.1 Paid Holidays

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

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

(b) 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; and 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.

(c) All eligible employees will receive payment for the above days at regular rates based on their shift pursuant to the work schedule in effect.

(d) For an employee whose workweek is from Monday to Friday and when any of the above-noted holidays fall on a scheduled day of rest other than Saturday or Sunday and is not proclaimed as observed on some other day, then the day preceding the holiday shall normally be considered a lieu day without pay for the purpose of this Agreement.

However, due to operation requirements the Company may elect to have employees work on such days. In this event, the Company agrees to give as much notice as possible where operational requirements dictate a change in the scheduled lieu day, subject always to Article 15.3.

In such cases, employees will be entitled to take the lieu day without pay at another mutually agreed upon time.

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

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 holiday 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 a designated holiday which is a scheduled workday shall be compensated at the rate of time and one-half (1½x) for hours plus a day off in lieu without pay at a mutually agreed to time. 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 (without pay).

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

**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/her regular position for a majority of the thirty (30) workdays preceding a paid holiday, in which case he/she shall receive the higher rate.

**17.7 Paid Holidays**

- (a) An employee shall be compensated for paid holidays provided he/she has:
- (1) worked the scheduled day before and the scheduled day after the holiday, unless he/she is on an approved leave; 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.

**17.8 Application to Layoff**

Employees will not be entitled to paid holiday pay if they are on a layoff that exceeds eight (8) calendar days, or if they fail to work on a statutory holiday which he has been scheduled to work. The latter shall not apply to legitimate absences contemplated under this Agreement, e.g., illness or special leave.

**17.9 Application While on Layoff**

While an employee is in receipt of Short Term or Long Term Disability he will not be entitled to paid holiday allowance.

**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<sup>st</sup> and ending December 31<sup>st</sup>.

"*First vacation year*" - the first (1<sup>st</sup>) vacation year is the calendar year in which the employee's first (1<sup>st</sup>) anniversary falls.

(b) An employee who has been continuously employed during the qualifying period will have an annual vacation entitlement as follows:

Vacation Year	Hours of Entitlement		
	Workdays	36.25 Hrs/Wk	40 Hrs/Wk
First to third year	15	108.75	120
Fourth year	16	116.00	128
Fifth year	17	123.25	136
Sixth year	18	130.50	144
Seventh year	19	137.75	152
Eighth year	23	166.75	184
Ninth year	24	174.00	192
Tenth year	25	181.25	200
Eleventh year	26	188.50	208
Twelfth year	27	195.75	216
Thirteenth to Nineteenth year	27	195.75	216
Twentieth year and thereafter	32	232.00	256

During the first (1<sup>st</sup>) partial year of service a new employee will earn vacation at the rate of one and one quarter (1¼) days for each month in which he/she has received at least ten (10) days pay, at straight-time.

Such vacation may be taken during the first (1<sup>st</sup>) partial year of service. If not taken such vacation shall be carried over.

(c) During the first (1<sup>st</sup>) and subsequent vacation years an employee will earn one-twelfth (1/12<sup>th</sup>) 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.

(d) Paid time off for each day of vacation entitlement shall be according to the work schedules during the vacation period (as in the chart below).

# of Hours Scheduled per Week During the Vacation Period	Paid Time Off for Each Day of Vacation Entitlement
35	7
36.25	7.25
37.50	7.50
40	8

For employees whose vacation schedule overlaps more than one (1) work schedule, the "*paid time off for each day of vacation entitlement*" will increase or decrease as the number of scheduled hours increases or decreases.

## 18.2 Vacation Period

The Employer will endeavour to allow as many employees as possible to take their vacation at any time of the year.

To ensure the continuity of the operation, work groups of five (5) or less employees may have their ability to take vacation limited to one (1) employee at a time from each classification series. Work groups consisting of ten (10) but greater than five (5) may have their ability to take vacation limited to two (2) at a time from each classification series. Work groups consisting of sixteen (16) but greater than ten (10) may have their ability to take vacation limited to three (3) employees away at a time in each classification

series. Work groups greater than sixteen (16) may have their ability to take vacation limited to twenty-five percent (25) of the total number of employees in the work group, at a time in each classification series.

### **18.3 Preference in Vacation**

- (a) A preference in selection of vacation time shall be determined in each work group on the basis of service seniority by classification within that work group.
- (b) An employee shall be entitled to receive his vacation in an unbroken period. Employees wishing to split their vacation may exercise service 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.

### **18.4 Vacation Schedules**

- (a) Vacation schedules will be posted between December 1<sup>st</sup> and December 15<sup>th</sup> for the period of January 1<sup>st</sup> through April 30<sup>th</sup>, and between April 1<sup>st</sup> and April 15<sup>th</sup> for the period May 1<sup>st</sup> through December 31<sup>st</sup>.
- (b) 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<sup>th</sup> except for vacation to be carried over, as allowed under Article 18.9.
- (c) 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.
- (d) An employee transferred by the Employer shall maintain his vacation period provided that any other employee's vacation period shall not be affected.
- (e) The Employer shall make every reasonable effort to contact employees who are absent in order to establish such employee's preference for vacation.

### **18.5 Vacation Relief**

- (a) Where vacation relief is required the Employer shall give employees the opportunity to substitute and shall make every reasonable effort to arrange for staff replacement in the lowest paying category.
- (b) Vacation schedules, once approved by the Employer, shall not be changed, other than in cases of emergency, except by mutual agreement between the employee and the Employer.

### **18.6 Vacation Pay**

- (a) Payment for vacations 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) calendar days preceding his vacation, in which case he shall receive the higher rate.
- (b) Vacation entitlements and vacation pay shall continue to accrue while the employee is on WCB leave. Vacation earned pursuant to this Article may be carried over to the following year.

**18.7 Call-Back from Vacation**

Employees who have commenced vacation shall not be called to work, except in case of extreme emergency. When an employee is recalled pursuant to this provision, he shall be reimbursed for all expenses incurred in proceeding to his place of duty and in returning to the place from which he was recalled upon resumption of vacation. Time necessary for travel shall not be counted against remaining entitlement.

**18.8 Vacation Credits Upon Death**

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

**18.9 Vacation Carry-over**

(a) An employee may opt to carry-over vacation entitlement of up to five (5) days from any year to the next; however, all such vacation carry-over must be taken in full by December 31<sup>st</sup>, of the next year unless the Employer has authorized an extension. This option may only be made every second (2<sup>nd</sup>) year.

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

**18.10 Approved Leave Of Absence During a Vacation**

When an employee is in receipt of Short Term Disability benefits during the vacation period, there shall be no deduction from the vacation credits for such leave. The period of vacation so displaced shall be rescheduled by mutual agreement. An employee with displaced vacation must advise the Employer and provide the necessary documents within seven (7) days of returning to work.

**18.11 Vacation Leave on Retirement**

A retiring employee, who is at least fifty-five (55) years old, and with a minimum of five (5) years service, shall be granted full vacation entitlement for the final calendar year of service. A retiring employee who is subsequently rehired shall not be entitled to this provision on a second (2<sup>nd</sup>) occasion.

**18.12 Vacation Pay Adjustment**

The vacation pay adjustment shall be paid on the paycheque covering the final week of December in each year.

Where, during the vacation year, an employee has worked on work schedules which average more than thirty five (35) hours per week, such employee will be entitled a vacation pay adjustment in recognition of their increased average hours of work. The formula for computing this vacation pay adjustment is as follows:

$$\frac{\text{Actual straight-time annual hrs} \times \text{basic vac. pay @ 35 hrs/wk}}{1827} = \text{revised vacation}$$

Where an employee has received more vacation pay than the formula provides, no recovery will be made.

Note: For quick reference the formula above results in the following percentages for stated entitlement:

Percentage of Annual Entitlement Days	Earnings
15	5.75%
16	6.13%
17	6.52%
18	6.90%
19	7.28%
23	8.81%
24	9.20%
25	9.58%
26	9.96%
27	10.34%
28	10.73%
32	12.26%

### 18.13 Vacation for Employees

The Company agrees to grandparent all of the ex-Ministry employees who were on Northland's payroll prior to October 28, 1988 for the purpose of vacation entitlement. Employees hired subsequent to October 28, 1988, will receive vacation entitlement based on their start date as a regular employee with the Contract Area 22 Maintenance Contractor at that time.

These employees will receive vacation entitlement pursuant to Article 18.1.

## ARTICLE 19 - SHORT-TERM ILLNESS AND INJURY AND LONG-TERM DISABILITY

Employees shall be entitled to coverage for Short Term Illness and Injury and Long Term Disability in accordance with the provisions of this Agreement and as described in Appendix 1.

## ARTICLE 20 - SPECIAL AND OTHER LEAVE

### 20.1 Bereavement Leave

- (a) In the case of a death in the immediate family an employee not on leave of absence without pay shall be entitled to special leave, at his/her regular rate of pay. Such leave shall normally not exceed five (5) workdays.
- (b) Immediate family is defined as an employee's parent, wife, husband, child, father-in-law, mother-in-law, step parent, brother or sister.
- (c) In the event of the death of the employee's grandparents, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and any other relative permanently residing in the employee's household, or with whom the employee permanently resides, the employee shall be entitled to special leave for one (1) day for the purpose of attending the funeral.
- (d) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.
- (e) Where established ethnic cultural or religious practices provide for ceremonial occasions other than the bereavement period in (a) above, the balance of the bereavement leave as provided in (a)

above, if any, may be taken at the time of the ceremonial occasion; however, such would be without pay.

## 20.2 Special Leave

(a) Where leave from work is required, an employee shall be entitled to special leave with pay for the following:

- (1) marriage of the employee..... 3 days;
- (2) attend wedding of the employee's child ..... 1 day;
- (3) birth or adoption of the employee's child..... 1 day;
- (4) serious household or domestic emergency ..... 1 day;
- (5) moving household furniture and effects ..... 1 day;
- (6) attend his/her formal hearing to become a Canadian citizen . 1 day;
- (7) attend funeral as mourner..... 1/2 day;
- (8) court appearance for hearing of employee's child..... 1 day;
- (9) attend funeral as pallbearer ..... 1/2 day.

(b) Two (2) weeks' notice is required for leave under (a)(1),(2),(5) and (6).

(c) For the purpose of (a)(2), (4), (5), (6), (7), (8) and (9) 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/she is maintaining a self-contained household and if he/she is changing his/her place of residence which necessitates the moving of household furniture and effects during his/her normal working hours, and if he/she has not already qualified for special leave under (a)(5) on one (1) occasion within the preceding twelve (12) months.

## 20.3 Family Illness

(a) In the case of illness of a dependent child, spouse, dependant grandchild, or parent-in-care, permanently residing within the employee's home, and when no one at the employee's home other than the employee can provide for the needs of the ill child, spouse, dependant grandchild or parent-in-care, the employee shall be entitled, after notifying his/her 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:

(a) for employees to seek election in a municipal, provincial, or federal election for a maximum period of ninety (90) days;

(b) for employee selected for a full-time 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 B.C. Government and Service Employees' Union. The leave shall be for a period of two (2) years and shall be renewed upon request.

(e) all benefits terminate while employees are on leave for these purposes and such leave shall be restricted to one (1) employee in each situation.

## **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/her regular earnings while serving at court shall remit to the Employer all monies paid to him/her 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/her supervisor as soon as he/she is aware that such leave is required.

## **20.6 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.

## **20.7 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, and 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) A regular employee may be granted leave without pay, or leave with partial pay, to take courses in which the employee wishes to enrol.

## **20.8 Educational Leave**

Both parties recognize that improved equipment, methods and procedures create changes in the job structure of the workforce. The parties also recognize the need to provide employees with the opportunity for career development by enabling them to prepare for promotional advancement and generally upgrade their present skills. In such instances, educational leave may be granted by the Employer to regular employees to take advanced or special training which will be of benefit to the employee or the Employer for varying periods up to one (1) year which may be renewed by mutual agreement. Such leave will be without pay.

## **20.9 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/her ballot.

## **20.10 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 verbally for withholding approval.

**20.11 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 shall be permitted. Where any such absence exceeds two (2) hours, the full-time absence shall be charged to the entitlement described in Article 20.12.

(b) Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their credit described in Article 20.12 the necessary time including travel and treatment time up to a maximum of four (4) days to receive medical and dental care at the nearest medical centre for the employee, his/her spouse, dependent child and a dependent 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.

**20.12 Maximum Leave Entitlement**

Leaves taken shall not exceed a total of five (5) days or hourly equivalent thereof per calendar year, unless additional special leave is approved by the Employer.

**20.13 Emergency Service Leave**

Where employees' services are required for emergency operations by request from the Provincial Emergency Programs or appropriate police or fire authority, leave from work as required may be granted without loss of basic pay. If any remuneration, other than for expenses, is received, it shall be remitted to the Employer.

**20.14 Other Religious Observances**

(a) Employees who are members of non-Christian religions may arrange one (1) day's leave without pay per calendar year to observe a spiritual or holy day. 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 will first reschedule CTO, ETO, unused vacation or lieu days, provided the employee has such remaining credit.

**ARTICLE 21 - MATERNITY, PARENTAL AND ADOPTION LEAVE****21.1 Maternity Leave**

(a) An employee is entitled to maternity leave of up to eighteen (18) 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 shall commence six (6) weeks prior to the expected date of the termination of the pregnancy. The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner.

**21.2 Extension of Maternity Leave Allowance**

Maternity leave or adoption leave shall be extended for up to an additional six (6) months for health reasons where a doctor's certificate is presented.

### **21.3 Parental Leave and Adoption**

- (a) upon written request an employee shall be entitled to parental leave of up to twelve (12) consecutive weeks without pay.
- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the twelve (12) weeks parental leave between them.
- (c) Such written request pursuant to (a) above must be made at least four (4) weeks prior to the proposed leave commencement date.
- (d) Leave taken under this Article shall commence:
  - (1) in the case of a mother, immediately following the conclusion of leave taken pursuant to Article 21.1 or 21.5;
  - (2) in the case of a father, following the birth or adoption of the child and conclude within the fifty-two (52) week period after the birth date or adoption of the child. Such leave request must be supported by appropriate documentation.

### **21.4 Extension of Leaves**

Employees who are entitled to leave pursuant to Article 21.3 shall be entitled to an extended leave of up to an additional six (6) weeks for health reasons where a doctor's certificate is presented. Such written request must be received by the Employer at least four (4) weeks prior to the expiration of leave taken pursuant to Article 21.3.

### **21.5 Benefit Continuation**

- (a) For leaves taken pursuant to Articles 21.1, 21.3, and 21.4 the Employer shall maintain coverage for medical, extended health, dental, group life and long term disability, and shall pay the Employer's share of these premiums.
- (b) Notwithstanding (a) above, should an employee be deemed to have resigned in accordance with Article 21.6 the Employer will recover monies paid pursuant to this Article.

### **21.6 Deemed Resignation**

An employee shall be deemed to have resigned on the date upon which leave pursuant to Articles 21.1, 21.3, and 21.4 commenced unless he/she advised the Employer of his/her intent to return to work one (1) month prior to the expiration of the leave pursuant to Article 21 or Article 20.17, or if he/she does not return to work after having given such advice.

### **21.7 Entitlements Upon Return to Work**

- (a) Notwithstanding Articles 18.1(b) and 18.9, vacation entitlements and vacation pay shall continue to accrue while an employee is on leave pursuant to Article 21.1 providing the employee returns to work for a period of not less than six (6) months. Vacation earned pursuant to this Article may be carried over to the following year, notwithstanding Article 18.6. Employees on leave pursuant to Article 21.3 shall continue to accrue their vacation entitlement, but are not entitled to vacation pay for the duration of the absence.
- (b) An employee who returns to work after the expiration of maternity, parental, adoption or extensions to such leaves shall retain the seniority the employee had accumulated prior to commencing the leave and shall be credited with seniority for the period of time covered by the leave.
- (c) On return from maternity, parental, adoption or extensions to such leaves, an employee shall be placed in the employee's former position or in a position of equal rank and basic pay.

(d) Employees who are unable to complete the six (6) months return to work required in (a) as a result of proceeding on maternity, parental or adoption leave shall be credited with their earned vacation entitlements and vacation pay providing the employee returns to work for a period of not less than six (6) months following the expiration of the subsequent maternity, parental or adoption leave.

## **ARTICLE 22 - OCCUPATIONAL SAFETY AND HEALTH**

### **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 British Columbia pertaining to the working environment, shall be fully complied with. First aid kits shall be supplied in accordance with this Article.

### **22.2 Safety Program**

Pursuant to WCB Occupational Health and Safety Regulations, Section 4, the Employer shall establish a Safety Program and schedule monthly meetings with employees in each seniority block to discuss health and safety matters. The Employer shall maintain a record of the meetings and matters discussed. Copies of the monthly report shall be sent to members of the Joint Occupational Safety and Health Committee, Labour/Management Committee and the appropriate Union Area Office(s).

### **22.3 Local Occupational Safety and Health Committee**

- (a) The Employer and the Union shall establish a joint safety committee to be composed of union and employer representatives. The union representatives shall be selected by the Union and such representatives must be in the employ of Employers. The Committee shall meet monthly to discuss questions or problems which may arise with respect to the health and safety of employees.
- (b) All meetings of the Committee shall be recorded and sent to the Union and the Employer. The Committee shall consist of three (3) union representatives, one from the Road Crew, Mechanical Crew and Bridge Crew, and three (3) management representatives.
- (c) Employees who are representatives of the Committee shall not suffer any loss of regular earnings for the time spent attending a committee meeting, job site inspection nor accident investigation in accordance with the WCB regulations. Transportation shall be provided by the Employer.
- (d) Committee meetings shall be scheduled during normal working hours whenever practicable. Time spent by designated committee members attending to the committee business or accident investigation on their days of rest or outside their regularly scheduled hours of work shall not be considered time worked but such employees shall receive equivalent time off at straight-time.
- (e) The Employer and the Union agree that it is mutually beneficial to have all members in attendance at meeting of Safety and Health Committees. The Employer shall make every reasonable effort to ensure that the Union members are able to attend such meetings.
- (f) On a monthly basis each crew shall have a crew safety meeting. Any unresolved concerns should be forwarded to the joint committee.

### **22.4 Unsafe Work Conditions**

- (a) Where an employee is able to demonstrate on reasonable grounds that an unsafe work condition exists he shall cease work immediately and contact his immediate supervisor. No employee shall be disciplined for refusing to work in that place.
- (b) If his supervisor is satisfied that the work is not unsafe or hazardous he may instruct the employee to continue work. If the employee still feels it is unsafe he can request the assistance of a union safety representative or a steward. Together they will discuss the matter with the supervisor.

- (c) If the matter is still unresolved it will be referred to the members of the Joint Safety and Health Committee.

### 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 his/her shift without deduction from Short Term Disability leave.

### 22.6 Transportation of Accident Victims

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

### 22.7 Investigation of Accidents

- (a) Pursuant to the Workers' Compensation Board, Industrial Health and Safety Regulations section, governing Accident Reports and Investigations, all accidents shall be investigated jointly by at least one (1) representative designated by the BCGEU and one (1) management representative.
- (b) Reports shall be submitted on a mutually agreed accident investigation form and copies sent to:
- (1) Workers' Compensation Board;
  - (2) employer designate(s);
  - (3) BCGEU designate(s) on the Occupational Safety and Health Committee;
  - (4) the appropriate BCGEU Area Office.
- (c) In the event of a fatality the Employer shall immediately notify the President of the BCGEU, or designate, of the nature and circumstances of the accident and arrange as soon as possible for a joint investigation.

### 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. Sufficient copies of the WCB Industrial Health & Safety Regulations as well as the First Aid Regulations made pursuant to the *Workers' Compensation Act* shall be maintained at each point of assembly.
- (b) Where the Employer requires an employee to perform, or where employees are currently certified to perform, 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 or employees who are certified to perform first aid duties in addition to their normal job responsibilities shall receive the following allowance on the basis of the class of certificate which they hold:
- Occupational First Aid Certificate, Level 2 - \$30.00 per biweekly period or \$65.00 per month
  - Occupational First Aid Certificate, Level 3 - \$42.00 per biweekly period or \$91.00 per month

The allowance shall be prorated for partial months with a minimum of one biweekly 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 group possesses an Occupational First Aid Certificate, the opportunity to obtain a certificate will be offered to regular employees within the

work group in order of service seniority, provided the employee can meet the requirements of the WCB regulations to undertake the training in order to obtain an 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 group on behalf of the Employer.

(4) Where (d)(1), (2), and (3) 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 pursuant to Article 12.2.

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

### **22.9 Unresolved Safety Issues**

The Occupational Safety and Health Committee may refer unresolved safety issues to the Joint Labour/Management Committee for possible resolution. This provision does not limit any right to seek a resolution from the WCB.

### **22.10 Video Display Terminals**

The Company will abide by all WCB regulations pertaining to the use of video display terminals.

### **22.11 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 will ensure that the employees are adequately trained in the identification, safe handling, use, storage, and/or disposal of same.

### **22.12 Radio Contact or Employee Check**

(a) Where employees are required to perform duties in remote isolated areas, the employees shall be supplied with effective radio or radio-telephone communications and 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 licensed user of that frequency. The Employer agrees to make every reasonable effort to obtain such authorization from the licensed user of that frequency.

### **22.13 Working Alone**

(a) Where an employee is employed under conditions which present a significant hazard of disabling injury, and when the employee might not be able to secure assistance in the event of an injury or other misfortunes, the Employer shall provide a means of periodically checking the well being of the employee. Checks shall be made at such intervals and by such means as are appropriate to the nature, hazard and circumstances of the employment.

(b) The frequency of employee checks shall be increased proportionate to the nature of the hazard under which the employee is working. For example, extreme weather conditions; as the temperature decreases, the frequency of checks shall increase.

#### **22.14 Survival First Aid Course**

All employees who by the nature of their employment are required to perform road and bridge maintenance or construction work shall be given a Survival First Aid Course at the Employer's expense. Any disputes arising from the application or interpretation of this Article shall be referred to the Occupational Safety and Health Committee for resolution.

#### **22.15 Hearing Examinations**

Hearing examinations required pursuant to the Workers' Compensation Industrial Health and Safety Regulations shall be conducted during working hours without loss of current pay. Where an employee is required to be examined on other than his/her regularly scheduled workday, he/she shall receive the applicable overtime rate of pay for the duration of the examination, plus travel time upon proceeding directly to and from the examination.

#### **22.16 Training Programs for Occupational Safety and Health Committee Members**

When training Occupational Safety and Health Committee members, leave without loss of current pay and without loss of seniority shall be granted to designated Occupational Safety and Health Committee members.

#### **22.17 Skin Protection From Ultra Violet Radiation**

The local Occupational Safety and Health Committees will identify situations where employee duties will involve unavoidable exposure to ultra-violet radiation for periods of time that would require an appropriate broad-spectrum sunscreen. The Local Occupational Safety and Health Committee shall provide employees with appropriate information on the necessity to wear suitable clothing and to avoid ultra-violet radiation in order to prevent illness or injury.

### **ARTICLE 23 - TECHNOLOGICAL CHANGE**

#### **23.1 Recognition of Technological Change**

- (a) Both parties acknowledge the overall advantages and necessity of technological change and the ongoing requirement to facilitate change in the Employer's operations.
- (b) The parties recognize the need to develop orderly procedures to facilitate adjustments to and implementation of changes and technology.
- (c) In light of this mutual recognition the parties have agreed to the following:

#### **23.2 Notice of Technological Change**

- (a) For the purpose of technological change, the Employer agrees to provide the Union with as much notice as possible, but in any event not less than sixty (60) days notice of a technological change.
- (b) Upon receipt of a notice of technological change pursuant to Article 23.2(a) the Joint Labour/Management Committee shall meet to consult on the impact of the proposed change.
- (c) The written notice identified in Article 23.2(a) will provide the following information:
  - (1) the nature of the change(s);
  - (2) the anticipated date(s) on which the Employer plans to effect change(s);
  - (3) the location(s) and number(s) of employees likely to be directly affected pursuant to (d) below.

(d) Where notice of technological change has been given pursuant to Article 23.2(a):

(1) Regular employees who are assigned to the Employer to work with the new technology shall receive a period of training and familiarization. Employees involved in training under this Section shall receive their basic pay for the period of training. Where the employee cannot meet job requirements upon completion of the training and familiarization period, the employee shall be offered either a vacancy option, or severance pay provisions of Article 13.

(2) To absorb those regular employees who are not assigned by the Employer to work with the new technology or who are displaced because of such technological change, the Employer will endeavour to utilize normal turnover of employees with the Employer geographic location in which the change occurs, to the extent that turnover occurs during the period in which a technological change is being implemented.

### **23.3 Waiving of Notice**

Notwithstanding Article 23.2(a), the parties recognize that there may be circumstances of statutory obligations where it is not possible to provide the notice set forth in this Article. In such circumstances, notice shall be provided as soon as possible.

### **23.4 Disputes Resolved**

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**

### **24.1 No Layoff of Employees**

The Employer agrees not to contract out any of the Employer's work presently performed by regular employees covered by this Agreement which would result in the laying off of such regular employees.

### **24.2 Temporary Employee Recall**

It will not be deemed to be a violation of Article 24.1 where the Employer contracts out work which results in a temporary employee not being recalled for work.

### **24.3 Contracting In**

Nothing in this Agreement prohibits the Employer from contracting with any other party. It is agreed that all such work will be bargaining unit work and the Union agrees to meet to discuss temporary modifications to this Agreement as set out in MOU #9.

### **24.4 Warranty and Repair Work**

It is agreed that, with the exception of warranty work, or mechanical work which employees are not qualified to perform, or for which the Employer does not have facilities, third parties will not be permitted to use the equipment of the Employer or the employees, in order for the third party to service, clean, or repair the Employer's equipment. When warranty work is done on the Employer's premises, an employer's mechanic will be assigned when, in the opinion of the Operations Manager or his designate, the Employer's workload will allow. Such an assignment is for training.

## ARTICLE 25 - HEALTH AND WELFARE BENEFITS

### 25.1 Eligibility

Employees shall be eligible for coverage for Health and Welfare Benefits effective the first (1<sup>st</sup>) day of the month following their appointment to regular status, except as noted in Article 25.2, 25.5 and 25.9.

### 25.2 Short Term Illness and Injury Plan

(a) The Employer will provide a short term illness and injury plan that entitles regular employees to a benefit of seventy-five percent (75%) of pay for a period not to exceed seven (7) months as provided for under policy number G6720 (Cooperators Life Insurance Co.), after completion of three (3) months continuous service.

(b) Notwithstanding other provisions in this Collective Agreement, when an Employee is unable to work, due to illness or injury, the Employer shall pay the employee seventy-five percent (75%) of basic wage. Any benefits received by the employee from the carrier shall be remitted to the Employer.

### 25.3 Basic Medical Insurance

All regular employees may choose to be covered by the British Columbia Medical 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

(a) Regular employees shall be entitled to coverage for Extended Health Care as provided for under policy number E822890 (Pacific Blue Cross).

(b) Vision Care benefit will be increased as follows:

For employees and their dependants - three hundred fifty dollars (\$350) every twenty-four (24) months.

(c) Each employee and dependant is entitled to one (1) optometric exam per calendar year with a maximum cost of one hundred dollars (\$100) per year.

### 25.5 Dental Plan

(a) Regular employees shall be entitled to coverage for dental care as provided for under policy number D822890 (Pacific Blue Cross), after completion of three (3) months continuous service. Dental Plan A & B limit will be two thousand dollars (\$2000) per person per year.

(b) Orthodontic treatment maximum will be increased to four thousand dollars (\$4,000) per lifetime. Anyone previously reaching the lifetime maximum will not be eligible for the increased benefits.

### 25.6 Group Life and Accidental Death and Dismemberment

(a) Regular employees shall be entitled to coverage for Group Life and Accidental Death and Dismemberment as provided for under policy number G6720 (Cooperators Life Insurance Co. for Group Life) and #BSC9023239 (American Home Assurance Company for Accidental Death and Dismemberment).

(b) The principal sum shall be increased to two times (2x) annual earnings rounded to the next one thousand dollars (\$1,000), minimum of one hundred thousand dollars (\$100,000).

(c) Life insurance shall be increased to the principal sum.

(d) Accidental death and dismemberment shall be increased to the principal sum.

(e) All other amounts based on the principal sum shall be increased accordingly.

**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 Wage Indemnity and Long Term Disability**

Regular employees shall be entitled to coverage for Wage Indemnity and Long Term Disability as provided for under policy number G6720 (Cooperators Life Insurance Co.), after three (3) months of continuous service.

The Employer shall maintain coverage for MSP, Extended Health benefits, Dental Care benefits, Group Life, Accidental Death and Dismemberment, Wage Indemnity and Long Term Disability and Pension Plan contributions and shall pay the Employer's share of these premiums while an employee is in receipt of benefits pursuant to the Wage Indemnity and Long Term Disability Plans.

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

**25.10 Employer to Provide Coverage**

The Employer shall provide coverage as set out in the policies described in Articles 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. Benefit coverage will remain in effect until the end of the month in which an employee loses benefit entitlement. The employee shall pay the premium for any insurance over the amount set out in the policy described in Article 25.6 above.

**25.11 Workers' Compensation Benefits**

- (a) When an employee is on a claim recognized by the Workers' Compensation Board while the employee was on the Employer's business, he shall be entitled to leave without pay until such time he is medically cleared to return to work.
- (b) The Employer shall maintain coverage for MSP, Extended Health benefits, Dental Care benefits, Accidental Death and Dismemberment, Wage Indemnity and Long Term Disability and Pension Plan contributions and shall pay the Employer's share of these premiums.
- (c) On return from leave, if he is medically fit, an employee shall be placed in his former position or if he is incapable of assuming his prior duties he will be given consideration for other work he is capable of performing.
- (d) Vacation entitlements and vacation pay shall continue to accrue while the employee is on WCB leave. Vacation earned pursuant to this Article may be carried over to the following year.

Notwithstanding the Memorandum of Agreement re: Modified Successorship, it is agreed and understood that the Employer shall be responsible in place of the predecessor contractor for the payment of any benefit referred to above to which the employees of the predecessor contractor(s) are entitled to under the Collective Agreement.

### 25.12 Employee and Family Assistance Program

The Employer agrees to provide an Employee and Family Assistance Program on a "*Fee for Service*" basis consisting of assessment and referral and counselling services at no cost to regular employees or their families. The total cost of this service not to exceed five thousand dollars (\$5,000) per year. The following provisions will apply.

- (a) The Employer shall pay for assessment, referral, and up to six (6) hours of counselling.
- (b) Counselling over and above six (6) hours, and other related costs to be bourn by the employee.
- (c) Complete confidentiality shall be guaranteed by the service provider. This means that neither the Union, nor the Employer, shall be informed of the identities of any service users; also, that no information will be provided to the Union or the Employer that would allow identification of service users.
- (d) The program shall provide a minimum of the following services:
  - (1) preliminary assessment of personal problems;
  - (2) short-term counselling;
  - (3) referrals to appropriate treatment resources;
  - (4) maintaining confidential contact and follow-up records;
  - (5) publicizing the program's availability to employees;
  - (6) provide quarterly statistic reports to the Joint Labour/Management Committee with the CONFIDENTIALITY of service users being respected at all times. Such reports will include statistical details of client characteristics presented in a summary fashion, that WILL NOT ALLOW THE IDENTIFICATION of individual clients.
- (e) This program shall be implemented within ninety (90) days following ratification of this Collective Agreement.

### 25.13 Continuation of Benefits

Employees who are eligible for benefits under Article 25.1 above, shall be entitled to maintain coverage as set out in the policies described in Articles 25.2, 25.3, 25.4, 25.5, 25.6 and 25.9 above for a maximum period of twelve (12) consecutive months immediately following the month in which an employee loses benefit coverage by prepaying the premium themselves.

### 25.14 Sick Leave

- (a) In the event an employee is unable to work because of illness or injury, he will be entitled to seventy-five percent (75%) of pay until such time that benefits pursuant to wage indemnity become payable. The first (1<sup>st</sup>) day of illness of each occurrence to be unpaid, CTO, ETO or vacation may be used to cover. Hospitalization exempt.
- (b) Employees will earn sick leave credits at the rate of one and one quarter (1¼) days per month for each month in which the employee has received at least ten (10) days pay, at straight-time rates (application to be identical to manner in which 18.1(c) is applied). Such sick leave credit shall be used to supply the benefit pursuant to (a) above or to supplement wage indemnity benefits pursuant to Article 25.2.
- (c) On October 1<sup>st</sup> of each year, sick leave credits which have accumulated during the previous twelve (12) months shall be banked. On October 2<sup>nd</sup> of each year the maximum number of banked days shall be ten (10) days.

- (d) During the month of September, each employee shall receive a statement of his banked sick leave credits so that he can correct any errors.
- (e) The order in which sick leave credits are accessed for any and all purposes described in the Collective Agreement is as follows:
  - (1) first, from the sick leave credits earned since the previous first (1<sup>st</sup>) of October;
  - (2) if and when all of the above have been accessed, then the sick leave credits in the employee's bank shall be accessed.
- (f) Employees may choose to top up their sick leave pay (as described in Article 25.14(a) above), to one hundred percent (100%), by the use of the following in sequence:
  - (1) sick leave credits;
  - (2) banked overtime;
  - (3) vacation entitlement.

### **25.15 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 and the appropriate BCGEU Area Office.
- (b) Prior to any anticipated change in carriers, the Employer will advise the Union thirty (30) days in advance and a meeting will be convened with the Labour/Management Committee to discuss any proposed changes to the benefit carrier.
- (c) The Employer will develop a pamphlet detailing the provisions of the benefit plans 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.

### **25.16 Employer's Responsibilities**

- (a) It is the sole responsibility of the Employer to ensure that the carriers' policies accurately reflect all benefit coverage, entitlements, terms and provisions as amended in this Collective Agreement.
- (b) No term of the carriers' policies may be changed without the mutual consent of the Union, such consent shall not be unreasonably withheld.
- (c) The Employer recognizes and agrees that the benefit plan provisions are subject to the terms of the Collective Agreement as negotiated from time to time.
- (d) In the event that a term of the carriers' policies is changed without the consent of the Union, then the Employer agrees that it shall be liable to provide any negotiated benefit that the carrier refuses to provide.
- (e) Within one (1) month of ratification of the Agreement, the Employer shall provide, to the Union, up-to-date copies of all policies. Should the Employer not be able to obtain copies of the policies from the carriers, the Employer shall request the carrier to jointly notify the Union and the Employer, in writing, the reason the policies are not available and an estimate of when they will be available.
- (f) Any member who does not receive the full benefit to which he or she would have been entitled to under a previous benefit policy (since privatization only), shall have that benefit supplied by the Employer, The Employer agrees to self-insure for any such occurrences.

## 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 protective apparel in accordance with MOU #2.

### 26.2 Safety Equipment

- (a) The Employer will supply all safety equipment required for the job under WCB regulations. Where safety equipment is required by WCB, it will be issued on an individual basis in accordance with MOU #2.
- (b) Replacement of unserviceable items as provided for in MOU #2 will be made upon surrender of the items to be replaced.

### 26.3 Lockers

Where working conditions or weather requires full-time 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.

### 26.4 Purchase of Work Clothing

All apparel supplied by the Employer shall be Union made where available and bear label so stating.

### 26.5 Tools

- (a) No employees, other than those classified as tradespersons, helpers, or apprentices, will be required to supply work tools or equipment.
- (b) An employee shall furnish and replenish his/her inventory of personal hand tools. The Employer shall furnish and maintain power tools, specialty tools, testing equipment and all other equipment as required to service or repair Employer owned, rented or leased equipment.
- (c) Where maintenance of employee's hand tools has been done by the Employer in the past, this practice shall continue. It is understood that "*maintenance*", as used in this section, shall mean sharpening and keeping in good working condition.
- (d) The Employer will replace the employee's hand tools, pneumatic tools, power tools and tool boxes required for the job, which may be lost (includes stolen/fire damage), worn out or broken while used on the job, upon reasonable proof of such, wearing, 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/her tools approved by the appropriate Employer designate detailing the number, type, make, and serial number (if applicable) of each tool.

## ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES

### 27.1 Equal Pay

The Employer shall not discriminate between male and female employees by employing a person of one gender for any work at a rate of pay that is less than the rate of pay at which a person of the other gender is employed for similar or substantially similar work.

## 27.2 Paydays

- (a) Employees shall be paid biweekly every second (2<sup>nd</sup>) Friday.
- (b) A comprehensive statement detailing all payments, allowances, pension contributions and deductions shall accompany the paycheque for each pay period. All premiums and allowances payable shall be paid out no later than three (3) weeks from the date of earning them.
- (c) The Employer shall provide for the direct deposit (electronic funds transfer) of the 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 shall issue the pay statement on the last shift worked prior to the payday.
- (e) Employees working shifts shall receive pay statement in accordance with the following:
  - (1) *day shift* - on the payday;
  - (2) *afternoon shift* - coming off the shift prior to the payday;
  - (3) *night shift* - coming off shift the morning of the payday.
- (f) If the pay is not available on the payday, the Employer shall arrange for the employee to be provided on the payday with an adequate advance on his/her wages.

## 27.3 Rates of Pay

Employees shall be paid in accordance with the rates of pay as set out in Appendix 2, 2A and 3.

## 27.4 Substitution Pay

- (a) An employee working at a higher paying job than his normal classification will receive the higher rate of pay for the actual hours worked in that higher classification unless those hours are in excess of one-half (½) of the scheduled hours of that shift, in which case the employee will receive the higher rate of pay for the entire scheduled shift.
- (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) The application of this Article shall not include training time.

## 27.5 Rate of Pay on Reclassification or Promotion

When an employee is promoted or reclassified to a higher paying position, he/she will receive the rate for the position.

## 27.6 Pay on Temporary Assignment

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

## 27.7 Wage Protection and Downward Reclassification of Position

No employee shall have his/her regular classification and rate of pay reduced during the term of this Collective Agreement other than by voluntary demotion, or inability to meet job classification requirement, due to medical reasons.

The exception to the foregoing is wages in Appendix #2A

**27.8 Vehicle Allowance**

(a) 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. Ownership of a vehicle shall not be a condition of employment.

Effective date of ratification, vehicle allowance shall be forty-nine cents (49¢) per kilometre.

(b) Where an employee's vehicle is damaged as a direct result of the employee being employed by the Employer, the Employer shall reimburse the employee the cost of any deductible portion of insurance coverage on the vehicle up to one hundred dollars (\$100).

**27.9 Meal Allowances**

Employees on travel status away from their seniority block shall be entitled to a meal allowance for the time spent away from their seniority block.

Effective date of ratification, meal allowance shall be:

Breakfast	\$10.75
Lunch	\$12.50
Dinner	\$21.50

**27.10 Abnormal Working Conditions**

Premium rates for abnormal working conditions shall be as follows:

Both parties to this Agreement recognize that employees should not be required to work under abnormal working conditions; however, where it is unavoidable the following shall apply: A premium allowance of seventy-five cents (75¢) per hour shall be paid 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/fifteen point twenty-four (15.24) meters above surrounding terrain. Premium allowance shall apply to actual time while exposed, except that time shall be calculated in one-half (½) hour increments. This same premium shall apply to tree falling, working in confined areas, working with raw sewage, operating steamer, or welding and cutting of galvanized material.

**27.11 Accommodation, Board and Lodging**

Accommodation, board and lodging allowances for employees required to work away from their seniority block, and who are unable to return on a daily basis, shall be as per Appendix #5.

**27.12 Relocation Expenses**

Regular employees who have to move from one seniority block to another after winning a competition, or at the Employer's request, shall be entitled to relocation expenses, as per Appendix #5.

**27.13 Retirement Allowance**

(a) Upon retirement from service, an employee who has completed twenty (20) years of service seniority, is entitled to an amount equal to his/her 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 (1/5<sup>th</sup>) of his/her monthly salary. The employee may opt to take the allowance as equivalent paid leave of absence to be taken immediately prior to retirement.

(b) For the purpose of this Article, one month's salary is:

$$\frac{\text{Biweekly Rate} \times 26.0892857}{12}$$

**27.14 Telephone Allowance**

Employees authorized to travel who are required to obtain overnight accommodation shall be entitled to claim for one (1) three (3) minute telephone call home, to or within British Columbia for every three (3) consecutive nights' away.

**27.15 Work Time Records**

Any change to an employee's record of time worked which affects his/her wages shall be accompanied by notification to the employee. Should the employee disagree with the Employer as to the accuracy of his/her work and overtime records, the Union official within his/her jurisdiction shall have the right, on reasonable notice, to inspect the employee's work and overtime records.

**27.16 Training Allowance**

Operators who are required by the Employer to provide training to a specified level and to certify to the competency of the employees so trained shall receive a premium of sixty cents (60¢) per hour while training. In such cases, the senior qualified operator with the capacity to provide training in the required class of equipment shall be given the opportunity to provide such training.

**27.17 Isolation Allowance**

An isolation allowance shall be paid to each eligible employee in accordance with Appendix 6 -Isolation Allowance of this Agreement. The Joint Labour/Management Committee will consider any future applications from any newly located isolation locations.

**27.18 Tool Allowance**

Beginning December 1, 2006 and yearly each successive December 1<sup>st</sup> thereafter each employee in the Mechanic Series will receive a four hundred dollar (\$400) tool allowance on December 1<sup>st</sup> of each year. No receipts required.

**27.19 Northern Travel Allowance**

A one thousand dollar (\$1,000) annual travel allowance, payable on November 30<sup>th</sup> of each year to all employees who have completed the previous year of continuous employment. This travel allowance to be prorated for temporary employees. Strike time to be counted as time worked for the purpose of the November 30<sup>th</sup> 2007 payment. Students will not be eligible for the Northern Travel Allowance. This allowance will be reflected on employees T4's each year for income tax purposes. Students are not eligible for the Northern Travel Allowance.

**ARTICLE 28 - CLASSIFICATION SPECIFICATIONS****28.1 Classification Specifications**

Classification specifications shall be established as per Appendix #4 and may be amended subject to mutual agreement between the Employer and the Union at the Labour Management Committee.

**28.2 Classification and Salary Adjustments**

- (a) When a new or substantially altered classification covered by this Agreement is introduced or a new or substantially altered piece of equipment is introduced, the rate of pay shall be subject to negotiations between the Union and the Employer.
- (b) If the parties are unable to agree on the rate of pay for the new or substantially altered classification, or piece of equipment, within ten (10) days of their first meeting or other such period agreed to by the parties, the Employer may implement the classification and attach a salary.

- (c) The Union may then refer the matters, within twenty-one (21) days, to arbitration. The Arbitrator shall determine the rate of pay.
- (d) The new rate of pay shall be effective on the date agreed to by the parties, or the date set by the arbitrator but, in any event, not earlier than the date of implementation.

## **ARTICLE 29 - APPRENTICESHIP PROGRAM**

### **29.1 Administration and Implementation of Apprenticeship Programs**

The Employer and the Union recognize that Apprenticeship Programs are the normal procedure for obtaining Trades qualifications. Administration and implementation of Apprenticeship Programs will be administered by the Employer in consultation with the Joint Labour/Management Committee.

### **29.2 Apprentices Attending School as Required by the Min. of Labour, Skills and Development**

- (a) When an apprentice is attending school as required by the BC Ministry of Labour, Skills and Development, he/she shall be paid his/her appropriate wage rate. Where eligible, the apprentice shall apply for a wage allowance from the Ministry of Human Resource Development and shall remit this allowance to the Employer.
- (b) The Employer will advise Apprentices when they are eligible for a Ministry of Human Resources Development wage allowance.
- (c) Apprentices will qualify for a per diem living allowance of thirty dollars (\$30) per day while attending school as required by the BC Ministry of Labour.
- (d) Subject to Article 29.5, apprentices upon completion of their apprenticeships must remain with the Company for one (1) year or reimburse all or part of the monies paid for their training. Every three (3) months of continuous service will delete the equivalent of one (1) year of a four (4) year prescribed program.

### **29.3 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 seniority block, they shall receive the appropriate allowance as described in Appendix #5 and shall be placed on travel status.

### **29.4 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.

### **29.5 Employment**

Upon completion of an Apprenticeship Program, no employee shall be entitled to the provisions of Article 13.3 unless the employee was entitled to such provisions prior to the commencement of his/her apprenticeship or the employee is offered a regular position pursuant to Article 12.

### **29.6 Hiring Apprentices**

Employees interested in a mechanical apprenticeship must first have completed the six (6) month entry level course for heavy-duty mechanics at a certified Vocational College.

## ARTICLE 30 - TRAINING AND SERVICE CAREER POLICY

### 30.1 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 apply the training guidelines in accordance with MOU #10.

### 30.2 Selection for Training

- (a) Once per calendar year between January 1<sup>st</sup> and January 31<sup>st</sup>, employees shall indicate, in writing, their requests for on-the-job training for the upcoming year.
- (b) As required within a seniority block (or point of assembly for those Seniority Blocks with more than one point of assembly) training will be offered to employees, who have requested training, in the following order:
  - senior regular employees in descending order of seniority within the classification series;
  - senior temporary employees in descending order of seniority within the classification series.
- (c) When the Employer has met its obligation pursuant to Article 30.1, 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.
- (d) All individuals, who have requested training, and who are deemed to be pre-qualified by the Training Coordinator shall not be required to take any training and shall be given a letter of qualification.

### 30.3 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) An employee rejected from the training will be so informed in writing by the Employer.
- (d) The parties recognize that continuity of training is important. The Employer shall schedule standardized 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, a minimum of three (3) consecutive days will be allowed unless proficiency is achieved sooner, subject to operational requirements.
- (e) All training under this Article shall be offered to employees on the basis of seniority.

### 30.4 Completion of Courses on Company Time

Employees shall be granted reasonable time during the regular workday to complete Employer approved courses.

### 30.5 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) After successful completion of such courses, the Employee must remain an employee of the Company for twelve (12) months or reimburse all monies paid on a pro rata basis.

### **30.6 Training Away from Regular Seniority Block**

Where the Employer requires employees to take training away from their seniority block, the Employer shall provide for all necessary expenses such as tuition, books, travel, meals, accommodation, or other legitimate pre-approved items. The employee shall be on travel status as per Appendix #5. Exceptions to the foregoing may be included in the training guidelines developed by the Joint Labour/Management Committee.

### **30.7 Examinations**

Employees shall be permitted to write an examination required by the Employer, upon satisfactory completion of the training programs. Employees who fail an examination shall, upon request and where available, receive a copy of their examination and shall be eligible to be re-examined. This provision shall not apply to examinations set as a condition of employment.

Any examination required by the Employer pertaining to any classification covered by this Collective Agreement shall be subject to approval by the Joint Labour/Management Committee.

## **ARTICLE 31 - TEMPORARY EMPLOYEES**

### **31.1 Letter of Appointment**

A temporary employee shall receive a letter of appointment clearly stating his/her employment status and expected duration of employment and assembly point. A copy of each temporary employment letter will be sent to the appropriate BCGEU Area Office.

### **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 as much advance written notification of layoff as possible.

(b) Temporary employees on layoff shall be recalled in order of seniority within a seniority block provided the temporary employee is qualified to carry out the work which is available.

(c) The Employer shall make every reasonable effort to recall temporaries in order of seniority. Records shall be kept at each assembly point where the Employer has attempted to recall temporary employees. Access to the records of recall shall be granted to the local union staff representative and/or his/her designate. Records shall include:

- (1) method of recall (ie: telephone, written communication, etc.);
- (2) date and time of the call(s);
- (3) reason for decline (if any).

(d) Where telephone communication is used, two (2) attempts at least five (5) minutes apart will be made to contact temporary employees. In the case of an emergency situation, a single verbal attempt will be made to contact temporary employees.

(e) If the Employer is unable to contact temporary employees, the Employer will keep a written record of the date, time and result of the recall attempts and make such record available to the shop steward on request.

(f) Temporary employees may indicate, in writing, a specific period(s) of unavailability. The Employer shall have no contractual obligation to recall such auxiliaries during the period(s) of unavailability.

(g) 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 senior 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. For the purpose of this Article, the provisions of Article 31.2(a) shall not apply.

### **31.3 Health and Welfare Benefits for Temporary Employees**

In lieu of Health and Welfare benefits, temporary employees shall receive additional compensation as follows:

- Date of ratification,..... 65¢ per hour
- Effective December 1, 2008 ..... 80¢ per hour to a maximum of \$64 biweekly
- Effective December 1, 2009 ..... 90¢ per hour to a maximum of \$72 biweekly
- Effective December 1, 2010 ..... \$1 per hour to a maximum of \$80 biweekly

### **31.4 Vacation Entitlement for Temporary Employees**

Temporary employees will be entitled to receive vacation pay at the rate of four percent (4%) of their total earnings. Temporary employees shall receive such earned vacation pay on each paycheque.

### **31.5 Leave for Medical and Dental Care**

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 temporary employee shall be permitted. Such leave will be without pay and without loss of seniority.

### **31.6 Emergency Leave**

The Employer may grant a leave of absence without pay and without loss of seniority to a temporary employee requesting leave for emergencies or other unusual circumstances. Approval for this leave shall not be unreasonably withheld.

### **31.7 Application of Agreement**

- (a) Except as otherwise noted in this Article, the provisions of Articles 13, 18, 19, 20, and 25 do not apply to temporary employees. The provisions of other Articles apply to temporary employees except as otherwise indicated.
- (b) Where leave from work is required, temporary employees shall be entitled to the provisions of Article 20.1 - Bereavement Leave.
- (c) For the purpose of Article 21 - Maternity and Parental Leave for temporary employees shall be in accordance with the *Employment Standards Act*.
- (d) Temporary employees shall be entitled to the provisions of Article 25 as per Article 31.4 above.

### **31.8 Rates on Hiring**

Temporary employees will be hired at the entry level for the applicable classification series and if required, will be offered substitution pay pursuant to Article 27.4.

### **31.9 Temporary Seniority Lists**

- (a) The Employer will prepare temporary seniority lists for each seniority block.
- (b) The lists will show each employees':
  - (1) seniority (see Article 11.1(b));

- (2) seniority block;
  - (3) point of assembly;
  - (4) classification series;
  - (5) classification;
  - (6) service start date.
- (c) The lists will be posted quarterly (as of January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup> and October 1<sup>st</sup>).
- (d) 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 (1<sup>st</sup>) day of the month preceding the expiry of the maintenance contract.

## ARTICLE 32 - PENSION PLAN

### 32.1 Establishment of a Plan

It is agreed that the Employer is a contributing Employer to the fund of the BCGEU Pension Plan.

### 32.2 Contribution Rates

- (a) The Employer's contribution rate to the Pension Fund shall be seven percent (7%) of each employee's gross monthly earnings. The Employer will also deduct from each employee's gross monthly earnings seven percent (7%) and remit that amount together with the Employer's required contribution on behalf of each employee to the Pension Fund..
- (b) All employees covered by this Agreement shall participate in the BCGEU Pension Plan.
- (c) The Employer shall review all part-time employee time records twice annually, once on June 1<sup>st</sup> and once on December 1<sup>st</sup>. Part-time employees who have reached the YMPE threshold and qualify as stated in (a) above will be advised by the Employer that they have reached the YMPE threshold on or before the first (1<sup>st</sup>) pay period in July and the first (1<sup>st</sup>) pay period in January respectively. This clause does not preclude a part-time employee from inquiring if they have reached the YMPE threshold at any time.

### 32.3 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, Workers' Compensation Board benefits, vacation pay received in a calendar month, overtime pay, and money paid in lieu of vacation. Service bonuses shall also be included in the determination of gross earnings.

### 32.4 Remittance of Contributions

- (a) 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 thirty-seven (37) of the *Pension Benefits Standards Act* (RSBC 1991).
- (b) The pension remittance report submitted by the Employer shall be sent on computer disc in ASCII format or compatible language.

### 32.5 Late Remittance

In the event that contributions are not remitted in the manner provided in Article 32.4, the Employer shall be subject to the following provision. For all funds in arrears, the Employer will remit the appropriate contribution identified in Article 32.2 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 B.C. Government and Service Employees' Union or its designate.

### **32.6 Pension Contributions While Ill or Injured**

Where an employee becomes disabled and is eligible for Short or Long Term Disability income pursuant to the provisions of Article 25, whether such provisions are insured or not, that employee shall have remitted by the Employer the same Employer pension contributions as set out in Article 32.2. Such amount shall be based on the disability benefit received.

### **32.7 Pension Standards Act**

The Employer and the Union agree to comply with all applicable provisions of the *British Columbia Pension Standards Act*.

## **ARTICLE 33 - GENERAL CONDITIONS**

### **33.1 Point of Assembly**

Each employee will be assigned a regular point of assembly within his/her seniority block, such as a yard, maintenance depot, office, etc., pursuant to MOU #5.

### **33.2 Return to Regular Point of Assembly**

- (a) Both parties recognize the desirability of employees returning from field locations to their regular point of assembly as the case may be for days of rest whenever possible. To this end the Employer shall make every reasonable effort to make transportation available for return to the regular point of assembly for rest days.
- (b) Where the Employer determines that it is not practical for employees to return to the regular point of assembly for rest days, then employees will be scheduled to return to the regular point of assembly every twenty (20) scheduled working days, and will be given an additional day off with pay with their rest days.
- (c) Scheduled return trips to the regular point of assembly may be altered due to operational requirements providing the period is not extended by more than five (5) working days.

### **33.3 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 location. For vehicle use under this Article 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 BC because of impairment.

### **33.4 Indemnity**

- (a) *Civil Actions*

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/her duties. The Employer also agrees to pay any legal costs incurred in the proceedings including those of the employee.

(b) *Criminal Actions*

Where an employee is charged with an offence resulting directly from the performance of his/her duties the Employer shall assume liability for reasonable legal fees.

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

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

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

### 33.5 Copies of Agreement

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

The Union shall distribute the Collective 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 the  
Yellowhead Road and Bridge (North Peace) Ltd.  
Contract Area 22  
and the  
B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION  
Effective to November 30, 2011

(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 Employer will provide copies of the printed Agreement within ninety (90) days of the signing. Ninety (90) days may be waived in extenuating circumstances.

### **33.6 Travel Advance**

Employees on travel status shall be provided with an adequate travel advance, upon request. 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.

### **33.7 Work Group**

Each work group working from a common assembly point shall be considered completely independent for the following purposes:

- Substitution
- Rotation of Shifts
- Allocation of Overtime – for employees working overtime within their own classification series.
- Preference in Vacation
- Training Courses
- Work Schedules

### **33.8 Technical Orders**

Trade qualified employees will take technical orders only from a supervisor in their own, or a related trade, or management when supervisors are not available.

### **33.9 Parking**

The Employer shall provide and maintain adequate parking for the employee's personal vehicle at the point of assembly at no cost to the employee. Adequate electrical outlets shall also be supplied at no charge.

### **33.10 Telephone Facilities**

Where pay telephone facilities are not available, employees will be allowed reasonable use of the Employer's facilities in which case no telephone allowances will be paid.

### **33.11 Other Premiums and Allowances**

Allowances such as boot allowance, medical travel allowance, vacation subsidies or other premium pays and allowances shall be in accordance with MOU #4.

### **33.12 Students**

- (a) The Company reserves the right to hire students during the summer months. First preference shall be given to sons and daughters of current employees.
- (b) Rate of pay for these employees will be twelve dollars eighty cents (\$12.80) per hour effective May 15, 2007. Additionally, wage rates to be adjusted annually as per the Wage Appendix.
- (c) Students will not be entitled to the benefits discussed in Article 25.
- (d) Other terms and conditions applicable to students are provided in MOU #8.
- (e) Both parties recognize the benefits of providing summer employment for students. It is the intent of the Employer to provide an opportunity for summer employment for students. Immediate family members of Yellowhead Road and Bridge (North Peace) Ltd. employees shall be given first option on student employment. Students shall join the Union.
- (f) Students are restricted to the following:
  - (1) rest area maintenance/clean up;

- (2) roadside clean up;
  - (3) curb and sign post painting;
  - (4) flagging;
  - (5) in (a), (b) and (c) above they will work under the direction of a bargaining unit position, as required;
  - (6) students employed shall be restricted to the period from May 15<sup>th</sup> to September 15<sup>th</sup> each year; (extensions subject to mutual agreement at the Joint Labour/Management Committee.)
  - (7) students shall receive four (4) percent in lieu of vacation, to be paid out on each paycheque;
  - (8) the following Articles shall not apply to students: 11, 12, 13, 18, 20, 25, 31, 32 and MOU #7.
- (g) Selection process for students:
- (1) sons and daughters of employees will be given first preference for summer employment;
  - (2) if there is a further requirement for students the Company will consider other applicants;
  - (3) for the purpose of recall there will be two (2) seniority lists. Students who are not sons or daughters of employees will only be recalled if a vacancy exists after all son and daughter applicants have been considered;
  - (4) Students who did not work for the Employer during the previous calendar year shall lose their seniority and be taken off the list.

### **33.13 Supervisor's Transportation**

Leadhands and foremen who have Company pickups assigned to them shall be permitted to park such vehicles at home when they are on shift.

## **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.

### **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 September 1, 2011, but in any event not later than midnight, September 30, 2011.
- (b) Where no notice is given by either party prior to September 30, 2011, both parties shall be deemed to have given notice under this section on September 30, 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 his/her designate.
- (d) Where a party to this Agreement has given notice under subsection (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 to 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 Sections 50(2); 50(3) of the *Labour Relations Code of British Columbia* is hereby excluded.

**34.5 Joint Orientation**

Within ninety (90) days of ratification of this Agreement, a joint orientation session involving all shop 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

\_\_\_\_\_  
Rick Harrison, President

\_\_\_\_\_  
John Cantlon, Bargaining Committee Chair

\_\_\_\_\_  
Ken Rensby, Vice President

\_\_\_\_\_  
B. Phipps, Committee Member

\_\_\_\_\_  
Kevin Higgins, Director, Corporate Affairs

\_\_\_\_\_  
Ted Wilson, Committee Member

\_\_\_\_\_  
Bruce Mackay, General Manager

\_\_\_\_\_  
Douglas W. Dykens, Staff Representative

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

**APPENDIX 1**  
**RE: SHORT AND LONG TERM DISABILITY**

**PART I      SHORT TERM ILLNESS AND INJURY PLAN**

**1.1      Eligibility**

- (a) Upon completion of three (3) months of continuous service, regular employees shall be covered by the Short Term Illness and Injury Plan.
- (b) Pay for a regular part-time employee under this plan shall be based on his/her part-time percentage of full-time employment at date of present appointment.

**1.2      Short Term Plan Benefit**

- (a) In the event an employee is unable to work because of illness or injury he/she will be entitled to a benefit paid by the Employer, of seventy-five percent (75%) of pay for a period not to exceed seven (7) months from date of absence, (Short Term Plan Period). Benefits will be provided from the first (1<sup>st</sup>) day of accident or injury and from the sixth (6<sup>th</sup>) day of sickness.
- (b) The seventy-five percent (75%) benefit may be supplemented in quarter (¼) day increments by the use of the following:
  - (1) Banked Sick Leave pursuant to Article 25.14;
  - (2) Compensatory Time Off (CTO);
  - (3) Banked Earned Time Off (ETO), excepting where scheduled in a shift schedule;
  - (4) Vacation entitlement.

**1.3      Recurring Disabilities**

- (a) Employees who return to work after being absent because of illness or injury, and within five (5) consecutive scheduled days of work again become unable to work because of the same illness or injury are considered to still be within the original Short Term Plan period as defined in Section 1.2(a).
- (b) Employees who return to work after being absent because of illness or injury and within five (5) consecutive scheduled workdays again become unable to work because of a new illness or injury unrelated to the illness or injury that caused the previous absence shall be entitled to a further seven (7) months of benefits under this plan.
- (c) Employees who return to work after being absent because of illness or injury, and after working five (5) or more consecutive scheduled days of work, again become unable to work because of the same illness or injury will be entitled to a further seven (7) month period of benefits under this plan, except as provided in (d) below, where the Short Term Plan period shall continue to be as defined in Section 1.2(a).
- (d) Where an employee is returning to work after a period of illness or injury and where the Joint Labour/Management Committee pursuant to Article 7 has approved such return on a trial basis for assessment and/or rehabilitation purposes, the Short Term Plan period shall continue to be as defined in Section 1.2(a). Such trial period must be approved during the period the employee is receiving short-term benefits, however, the end of the trial period can go beyond the Short Term Plan benefit period.
- (e) Employees who return to work after a period of illness or injury and who do not work the same number of hours that were scheduled prior to the illness or injury shall receive prorated benefits under this plan; however, not beyond seven (7) calendar months from the initial date of absence as defined in Section 1.2(a), if absence is due to the same illness or injury.

#### 1.4 Doctor's Certificate of Inability to Work

The Employer may require an employee, at the Employer's expense and on the Employer's time, 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) where necessary, from a medical practitioner licensed to practice in the province of Alberta or the Yukon, or
- (c) the consulting physician to whom the employee is referred by the medical practitioner in (a) or (b) 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;
  - (3) where at least thirty (30) days have elapsed since the last statement was obtained and the employee has been in receipt of plan benefits throughout that period.

Benefits will cease to be paid when an employee fails to provide satisfactory evidence of medical disability during the benefit period.

#### 1.5 Integration With Other Disability Income

Short-term benefits will be reduced by all other disability income benefits to which the absent employee is entitled except disability income which was being received prior to the illness or injury resulting in the employee being absent from work and which is unrelated to the illness or injury causing the current absence and the quarter ( $\frac{1}{4}$ ) day accumulation that is being used to supplement the plan, pursuant to Section 1.2(b). Other disability income benefits will include:

- (a) any amount the absent employee receives from any group insurance, wage continuation or pension plan of the Employer;
- (b) any amount of disability income provided by any compulsory act or law, except Unemployment Insurance sickness benefits and WCB benefits payable in accordance with Section 1.1(d);
- (c) any periodic benefit payment from the Canada or Quebec Pension Plan or other social security plan of any country.

Notwithstanding the above, in the case of ICBC Weekly Indemnity payments or, in the case of personal insurance coverage integration will apply to the extent that the combination of Plan benefits and ICBC Weekly Indemnity payments, or personal insurance disability income benefits exceed either:

- (1) One hundred percent (100%) of pay; or
- (2) The applicable benefit percentage of the individual's average total monthly income in the twelve (12) month period immediately preceding commencement of the disability, whichever is the greater. Where this provision is to apply, the employee will be required to provide satisfactory evidence of his/her total monthly income.

Notwithstanding the above, where an employee makes a successful wage loss claim against a third party for an injury for which the employee received or would receive STIIP benefits, the Employer will be entitled to recover or decrease Plan benefits by an amount equal to the amount that Plan benefits in combination with the wage loss claim paid exceed one hundred percent (100%) of pay.

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

### 1.6 Benefits Not Paid During Certain Periods

Benefits will not be paid when an employee is:

- (a) receiving designated paid holiday pay;
- (b) engaged in an occupation for wage or profit;
- (c) on strike or is locked out unless the strike or lockout occurred after the illness or injury resulting in the employee being absent from work;
- (d) serving a prison sentence;
- (e) on suspension without pay;
- (f) on paid absence in the period immediately preceding retirement;
- (g) on any leave of absence without pay.

Notwithstanding (g) above, where an illness or injury occurs during a period of approved:

- (1) educational leave;
- (2) general leave of absence not exceeding thirty (30) days;
- (3) maternity leave, parental leave, or adoption leave.

which prevents the employee from returning to work on the scheduled date of return, the Short Term Plan will be effective from the date of disability due to illness or injury and benefits will be paid for the balance of the seven (7) month period remaining from the scheduled date of return to work.

(h) not actively engaged in a treatment program where the employee's physician determines it to be appropriate to be involved in such a program. An employee shall be afforded the opportunity to demonstrate there were reasonable grounds for not being engaged in a treatment program.

### 1.7 Employee to Inform Employer

The employee shall inform the Employer as soon as possible of his/her inability to report to work because of illness or injury. The employee shall inform the Employer of the date of return to duty, in advance of that date, in order that relief scheduled for that employee can be notified.

### 1.8 UIC Premium

The parties agree that five twelfths ( $5/12^{\text{ths}}$ ) of the premium reduction from the Unemployment Insurance Commission accruing through the improved illness and injury plan will be returned to the Employee.

### 1.9 Benefits Upon Separation

(a) Subject to (b) and (c) below, regular employees who are receiving benefits pursuant to Section 1.2 shall continue to receive such benefits upon separation until the termination of the illness or until the maximum benefit entitlement has been granted, whichever comes first, if the notice of separation is given after the commencement of the illness for which the benefits are being paid.

(b) In the event that separation notice was given prior to the commencement of the illness, benefits will cease on the effective date of the separation only if the illness commenced within two (2) months of the effective date of the separation.

(c) Benefits will continue to be paid in accordance with (a) above for which notice of separation was given prior to the commencement of the illness and if the illness commenced more than two (2) months before the effective date of the separation.

## **PART II LONG TERM DISABILITY PLAN**

### **2.1 Eligibility**

- (a) Regular employees shall be covered by the Long Term Disability Plan upon completion of three (3) months of continuous service with the Employer. To be covered by the Plan, a regular part-time employee must be working in a position that requires at least half-time work on a regularly scheduled basis, and must have completed three (3) months of continuous service in such a position.
- (b) An employee who is not actively at work because of illness or injury on the workday coincident with, or immediately preceding, the date he/she would otherwise have become eligible for coverage under the Plan will not be eligible for coverage until the date the employee returns to active employment.
- (c) Coverage in the plan is a condition of employment.

### **2.2 Long Term Disability Benefit**

In the event an employee, while covered under this plan, becomes totally disabled as a result of an accident or a sickness, then, after the employee has been totally disabled for seven (7) months, including periods approved in Section 1.3(a) and (c), he/she shall be eligible to receive a monthly benefit equal to the sum of sixty-eight and three-tenths percent (68.3%) of monthly earnings.

- (a) The Long Term Disability benefit payment will be made so long as an employee remains totally disabled in accordance with Section 2.3, and will cease on the date the employee recovers, or at the end of the month in which the employee reaches age sixty-five (65), or resigns or dies, whichever occurs first.
- (b) An employee in receipt of Long Term Disability benefits will be considered an employee and will continue to be covered by Group Life, Extended Health, Dental and Medical plans. Employees will not be covered by any other portion of the Collective Agreement but will retain the right of access to the Joint Labour/Management Committee pursuant to Article 7 and will retain seniority rights should they return to employment within six (6) months following cessation of benefits.
- (c) When an employee is in receipt of the benefit described in (b) above, employee contributions required for benefit plans in (b) above and contributions to the Pension Plan will be waived by the Employer.
- (d) An employee engaged in rehabilitative employment with the Employer and who is receiving partial Long Term Disability benefit payments will have contributions required for benefit plans in (b) above waived by the Employer, except that Pension Plan contributions shall be deducted from any salary received from the Employer to cover the period of rehabilitative employment.

### **2.3 Total Disability**

- (a) Total disability, as used in this Plan, means the complete inability because of an accident or sickness of a covered employee to perform all the duties of his/her own occupation for the first two (2) years of disability. Thereafter, employees able by reason of education, training or experience to perform the duties of a gainful occupation for which the rate of pay is not less than seventy-five percent (75%) of the current rate of pay of their regular occupation at date of disability will not be considered totally disabled and will therefore not be eligible for benefits under this Long Term Disability Plan.
- (b) Total disabilities resulting from mental or nervous disorders are covered by the Plan in the same manner as total disabilities resulting from accidents or other sicknesses, except that an employee who is totally disabled as a result of a mental or nervous disorder and who has received twenty-four (24) months of Long Term Disability plan benefit payments must be confined to a hospital or mental

institution or where they are at home, under the direct care and supervision of a medical doctor, in order to continue to be eligible for benefit payments.

During a period of total disability an employee must be under the regular and personal care of a legally qualified doctor of medicine.

(c)

(1) If an employee becomes totally disabled and during this period of total disability engages in rehabilitative employment, the regular monthly benefit from this plan will be reduced by twenty-five percent (25%) of the employee's earnings from such rehabilitative employment. In the event that income from rehabilitative employment and the benefit paid under this Plan exceed eighty-five percent (85%) of the employee's earnings at date of disability, the benefit from this Plan will be further reduced by the excess amount.

*"Rehabilitative employment"* shall mean any occupation or employment for wage or profit or any course or training that entitles the disabled employee to an allowance, provided such rehabilitative employment has the approval of the employee's doctor and the Employer.

The rehabilitative employment of a disabled employee will continue until such time as the employee's earnings from rehabilitative employment exceed eighty-five percent (85%) of the employee's earnings at the date of disability but in no event for more than twenty-four (24) months from the date benefit payments commence.

If earnings are received by an employee during a period of total disability and if such earnings are derived from employment which has not been approved of as rehabilitative employment by his/her doctor and the Employer, then the regular monthly benefit from the Plan will be reduced by one hundred percent (100%) of such earnings.

(2) In the event that an employee has been classified as totally disabled for all occupations and engages in approved rehabilitative employment, the provisions of (1) above apply except that the rehabilitative employment may continue for twenty-four (24) months from the date rehabilitative employment commenced.

(3) In the case where rehabilitative employment has been approved while an employee is receiving a benefit under the provisions of Section 2.2(a), the provisions of Section 2.3(c)(1) shall not apply until the employee is receiving a benefit under Section 2.2(b).

## **2.4 Exclusions from Coverage**

The Long Term Disability Plan does not cover total disabilities resulting from:

- (a) war, insurrection, rebellion, or service in the armed forces of any country after the commencement of this plan;
- (b) voluntary participation in a riot or civil commotion except while an employee is in the course of performing the duties of his/her regular occupation;
- (c) intentionally self-inflicted injuries or illness;
- (d) a disability known to the Employer and which was specifically taken into account by the Employer at time of hiring.

## **2.5 Pre-existing Conditions**

An employee shall not be entitled to Long Term Disability benefits from this Plan if his/her total disability resulted from an accident, sickness or mental or nervous disorder with respect to which medical treatment, services or supplies were received in the ninety (90) day period prior to the date of hire unless

he/she has completed twelve (12) consecutive months of service after the date of hire during which time he/she has not been absent from work due to the aforementioned accident, sickness or mental or nervous disorder with respect to which medical treatment, services or supplies were received. This clause does not apply to present employees who have been continuously employed since April 1, 1977.

## 2.6 Integration With Other Disability Income

In the event a totally disabled employee is entitled to any other income as a result of the same accident, sickness, mental or nervous disorder that caused him/her to be eligible to receive benefits from this Plan, the benefits from this Plan will be reduced by one hundred percent (100%) of such other disability income.

Other disability income shall include, but not necessarily be limited to:

- (a) any amount payable under the *Workers' Compensation Act* or Law or any other legislation of similar purpose;
- (b) any amount the disabled employee receives from any group insurance, wage continuation or pension plan of the Employer that provides disability or retirement income;
- (c) any amount of disability income provided by any compulsory act or law;
- (d) any periodic primary benefit payment from the Canada or Quebec Pension Plans or other similar social security plan of any country to which the disabled employee is entitled or to which he/she would be entitled if his/her application for such a benefit were approved;
- (e) any amount of disability income provided by any group or association disability plan to which the disabled employee might belong or subscribe.

The amount by which the disability benefit from this Plan is reduced by other disability income will normally be the amount to which the disabled employee is entitled upon becoming first eligible for such other disability income. Future increases in such other disability income resulting from increases in the Canadian Consumer Price Index or similar indexing arrangements will not further reduce the benefit from this Plan.

Notwithstanding the above, in the case of ICBC Weekly Indemnity payments or, in the case of personal insurance coverage, integration will apply to the extent that the combination of Plan benefits and ICBC Weekly Indemnity payments or, personal insurance disability income benefits exceed either:

- (1) one hundred percent (100%) of basic pay; or
- (2) the applicable benefit percentage of the individual average total monthly income in the twelve (12) month period immediately preceding commencement of the disability, whichever is the greater. Where this provision is to apply the employee will be required to provide satisfactory evidence of his/her total monthly income.

Notwithstanding the above, where an employee makes a successful wage loss claim against a third party for an injury for which the employee received or would receive LTD benefits, the Employer will be entitled to recover or decrease Plan benefits by an amount equal to the amount that the Plan benefits in combination with the wage loss claim paid exceed one hundred percent (100%) of pay.

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

## 2.7 Successive Disabilities

If, following a period of total disability with respect to which benefits are paid from this Plan, an employee returns to work on a full-time basis for a continuous period of six (6) months or more, any

subsequent total disability suffered by that employee, whether related to the preceding disability or not, shall be considered a new disability and the disabled employee shall be entitled to benefit payments in accordance with the provisions of this Plan.

In the event the period during which such an employee has returned to work is less than six (6) months and the employee again suffers a total disability and that is related to the preceding disability, the subsequent disability shall be deemed a continuation of the preceding disability, and the disabled employee shall be entitled to benefit payments in accordance with the provisions of this Plan as though he/she had not returned to work.

Should such an employee suffer a subsequent disability that is unrelated to the previous disability and, provided the period during which the employee returned to work is longer than one (1) month, the subsequent disability shall be considered a new disability and the employee shall be entitled to benefit payments in accordance with the provisions of this Plan. If the period during which the employee returned to work is one (1) month or less, the subsequent disability shall be deemed a continuation of the preceding disability and the disabled employee shall be entitled to benefit payments in accordance with the provisions of this Plan.

## **2.8 Cessation of Plan Coverage**

An employee shall cease to be eligible for benefits of this Plan at the earliest of the following dates:

- (a) At the end of the month in which the employee reaches his/her sixty-fifth (65<sup>th</sup>) birthday;
- (b) on the date of commencement of paid absence prior to retirement;
- (c) on the date of termination of employment with the Employer.

Benefits will not be paid when an employee is serving a prison sentence.

Cessation of active employment as a regular employee shall be considered termination of employment except when an employee is on authorized leave of absence with or without pay.

## **2.9 Leave of Absence**

Employees on leave of absence without pay may opt to retain coverage under the plan and shall pay the full premium, except when on approved Maternity Leave. Coverage will be permitted for a period of eighteen (18) months of absence without pay except that if the leave is for educational purposes the maximum period will be extended to two (2) years. If an employee on leave of absence without pay or with partial pay, who has elected coverage under this Plan, becomes disabled, benefits under this Plan will be based upon monthly earnings immediately prior to the current leave of absence.

## **2.10 Benefits Upon Plan Termination**

In the event this Long Term Disability Plan is terminated, the benefit payments shall continue to be paid in accordance with the provisions of this Plan to disabled employees who become disabled while covered by this Plan prior to its termination.

## **2.11 Contributions**

The cost of this Plan will be borne by the Employer.

## **2.12 Waiver of Contributions**

Employee contributions to this Plan shall be waived with respect to disabled employees during the time such an employee is in receipt of disability benefit payments from this Plan.

## **2.13 Claims**

Long Term Disability claims will be adjudicated and paid by a claims-paying agent to be appointed by the Employer. In the event a covered employee disputes the decision of the claims-paying agent regarding a

claim for benefits under this Plan, the employee may arrange to have his/her claim reviewed by a claims review committee composed of a medical doctor designated by the claimant, one (1) individual designated by the Employer, and a medical doctor agreed to by the first two (2) individuals who shall act as Chairperson of the Committee. Written notice of a disputed claim or an appeal under this Plan shall be sent to the Plan Administrator.

Written notice of an appeal must be submitted within six (6) months from the date the claims-paying agent rejected the claim. The expenses incurred by a Claims Review Committee will be paid by the Plan.

Where an employee has disputed the decision of the claims-paying agent and is awaiting the outcome of a review or an appeal, the employee will be considered to be on leave of absence without pay during the portion of the waiting period when he/she is not receiving pay or benefit allowance. During the waiting period an employee will continue to be covered by Group Life, Extended Health, Dental and Medical plans.

#### **2.14 Physical Examination**

The Employer, at its own expense, shall have the right and be given the opportunity to have a medical doctor appointed by the Employer examine, as often as it may reasonably require, any employee whose injury, sickness, mental or nervous disorder is the basis of claim upon this Plan.

#### **2.15 Canadian Currency**

All monies payable to or from this Plan shall be payable in Canada in Canadian currency.

#### **2.16 Administration**

The Employer will be the administrator of the Plan. All questions arising as to the interpretation of this Plan shall be subject to the grievance and arbitration procedures in Articles 8 and 9 of this Agreement.

#### **2.17 Implementation by Regulation**

The provisions of this Plan shall become part of a Memorandum of Agreement between the parties and will be implemented by regulation.

#### **2.18 Benefit Level**

Persons receiving benefits shall receive the same increases to their benefit level as do the employees covered by the terms and conditions of this Collective Agreement receive in wage increases.

### **PART III REHABILITATION**

In the event that a regular employee becomes incapacitated through accident or sickness and he/she is unable to perform all the duties of his/her own occupation, the following shall apply:

- (a) For the purpose of this Section, incapacity shall mean where the employee is unable to perform all the duties of his/her own occupation as defined in Section 2.3(a) of the Long Term Disability Plan.
- (b) Where the employee meets the definition in (a) above, the Employer shall provide the employee with an application for alternate suitable employment on a mutually-agreed form.

An employee who fails to sign the application form shall have benefits suspended. An employee shall be afforded an opportunity to demonstrate that there were reasonable grounds for not having signed the application form.

- (c) The application shall be completed and returned to the Employer who shall within ten (10) workdays forward the application to the Joint Labour/Management Committee.
- (d) The Joint Labour/Management Committee pursuant to Article 7 will, based on the information, coordinate the necessary medical and/or vocational assessments and determine the following:

- (1) if the application is properly before the Committee;
- (2) based on the assessment, determine whether the employee is immediately capable of performing alternate or rehabilitative employment;
- (3) if no to (2) above the Committee may, based on the assessments, implement the necessary training to place the employee in rehabilitative employment;
- (4) where the employee is considered capable of performing alternative employment or once the employee has successfully concluded rehabilitative employment and is able to perform the duties of a gainful occupation, he/she shall be subject to Article 13 of this Agreement.

**APPENDIX 2**  
**RE: HOURLY WAGE RATES**

CLASSIFICATION	Dec 1/06 3%	Dec 1/07 3%	Dec 1/08 3.57%	Dec 1/09 3%	Dec 1/10 3%
<b>ROAD SERIES</b>					
Flag person	22.50	23.18	24.01	24.73	25.47
General Labourer	22.50	23.18	24.01	24.73	25.47
Machine Operator 1	23.71	24.42	25.29	26.05	26.83
Machine Operator 2	24.38	25.11	26.01	26.79	27.59
Sign Person	24.38	25.11	26.01	26.79	27.59
Machine Operator 3	25.73	26.50	27.45	28.27	29.12
Thermolay Operator	25.73	26.50	27.45	28.27	29.12
Road Leadhand	27.20	28.02	29.02	29.89	30.79
Road Foreman	27.94	28.78	29.81	30.70	31.62
<b>BRIDGE SERIES</b>					
Bridge Labourer 1	22.50	23.18	24.01	24.73	25.47
Bridge Labourer 2	23.71	24.42	25.29	26.05	26.83
Bridge Worker	24.38	25.11	26.01	26.79	27.59
TJ Bridgeworker	27.20	28.02	29.02	29.89	30.79
TL Bridgeworker	27.94	28.78	29.81	30.70	31.62
TS Bridgeworker	28.75	29.61	30.67	31.59	32.54
TSS Bridgeworker	29.56	30.45	31.54	32.49	33.46
<b>MECHANIC SERIES</b>					
Mechanic's Helper	22.50	23.18	24.01	24.73	25.47
Uncertified Mechanic/Welder	27.20	28.02	29.02	29.89	30.79
TJ Mechanic	28.75	29.61	30.67	31.59	32.54
TJ Welder	28.75	29.61	30.67	31.59	32.54
TL Mechanic	29.55	30.44	31.53	32.48	33.45
<b>WAREHOUSE SERIES</b>					
Stockworker	23.31	24.01	24.87	25.62	26.39
TJ Industrial Warehouse Worker	26.54	27.34	28.32	29.17	30.05
<b>CLERICAL SERIES</b>					
Office Assistant 1	19.27	19.85	20.56	21.18	21.82
Office Assistant 2	22.35	23.02	23.84	24.56	25.30

*Note: To establish the biweekly rate, the hourly rate is multiplied by twice (2x) the standard workweek, ie: thirty-six and one-quarter (36¼) hours or forty (40) hours.*

- *December 1, 2008, December 1, 2009 and December 1, 2010 is 3% or Ministry COLA whichever is greater.*
- *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.*

**APPENDIX 2A  
RE: TRAINING RATES**

The rate of pay for newly hired employees will be as follows:

000 – 500 straight-time hours worked .....	80% of Appendix 2 rate
501 – 1000 straight-time hours worked .....	85% of Appendix 2 rate
1001 – 1500 hours straight-time hours worked .....	90% of Appendix 2 rate
1501 – 2000 hours straight-time hours worked .....	95% of Appendix 2 rate
2001 plus straight-time hours worked.....	100% of Appendix 2 rate

It is understood that hours of employment rather than seniority hours are used for progression on the above scale. (This way the hours will accumulate and not be re-set to zero for an individual.)

**APPENDIX 3  
RE: RATES OF PAY FOR APPRENTICES**

Two-year Apprenticeship Program

1 <sup>st</sup> year	Sixty-five percent (65%) of certified journeyman rate.
2 <sup>nd</sup> year	Ninety percent (90%) of certified journeyman rate.

Three-year Apprenticeship Program

1 <sup>st</sup> year	Sixty-five percent (65%) of certified journeyman rate.*
2 <sup>nd</sup> year	Seventy-five percent (75%) of certified journeyman rate.
3 <sup>rd</sup> year	Ninety percent (90%) of certified journeyman rate.

Four-year Apprenticeship Program

1 <sup>st</sup> year	Sixty-five percent (65%) of certified journeyman rate.*
2 <sup>nd</sup> year	Seventy percent (70%) of certified journeyman rate.
3 <sup>rd</sup> year	Eighty percent (80%) of certified journeyman rate.
4 <sup>th</sup> year	Ninety percent (90%) of certified journeyman rate.

Five-year Apprenticeship Program

1 <sup>st</sup> year	Sixty-five percent (65%) of certified journeyman rate.*
2 <sup>nd</sup> year	Seventy percent (70%) of certified journeyman rate.
3 <sup>rd</sup> year	Seventy-five percent (75%) of certified journeyman rate.
4 <sup>th</sup> year	Eighty-five percent (85%) of certified journeyman rate.
5 <sup>th</sup> year	Ninety percent (90%) of certified journeyman rate.

\*Becomes sixty percent (60%) if the employee has not successfully completed a recognized pre-apprenticeship training program prior to being indentured.

Note: Apprentices upon completion of their apprenticeships must remain with the Company for one (1) year or reimburse all or part of the monies paid for their training. Every three (3) months of continuous service will delete the equivalent of one (1) year of a four (4) year prescribed program.

## APPENDIX 4 RE: CLASSIFICATION SPECIFICATIONS

This addendum has been jointly developed pursuant to LOU #3 to provide all concerned with a general understanding of the duties and requirements of each job. The parties are committed to discuss any changes that may be required during the life of this Collective Agreement with a view to reaching mutual agreement.

It is further understood that the parties will meet and discuss new pay rates for any additional equipment not mentioned in this document. Should the parties be unable to agree on a particular pay rate or the status of this addendum within the Agreement, the matter will be referred to Vincent Ready in accordance with LOU #3.

### **Flagperson**

*Class Definition:* Positions in this level are under the general direction of a Road Leadhand or supervisor and are responsible for regulating and controlling the vehicular traffic in and around such operations as road maintenance, construction, painting, etc.

*Typical Duties:* Include the setting up and removal of all necessary traffic control devices, in relation to posted speed, traffic volume, worksite location, prevailing weather, etc., 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, or performing other assigned duties.

### **Bridge Labourer 1**

*Class Definition:* Positions at this level are under the general direction of a TL-Bridgeworker and are required to perform routine labouring work in connection with the construction and reconstruction of all types of bridges, buildings and other structures.

*Typical Duties:* Include transporting materials, assisting bridgeworkers as required, performing other assigned duties.

### **General Labourer**

*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, pavements, generally assisting skilled workmen with construction, maintenance and demolition work; digging, clearing and filling ditches; constructing and clearing catch basins; laying tile drains; acting as swamper on trucks hauling heavy equipment, supplies and materials; generally assisting gardeners by performing such tasks as digging flower beds, operating simple power mowers; performing other assigned duties.

### **Stockworker**

*Class Definition:* Positions at this level are under close supervision and are required to assist in the general routine duties in a large storeroom.

*Typical Duties:* To transport articles to and from the stores; to sort and place articles on the shelves; to keep routine stock records and files and process necessary data entry compatible with an automated inventory system; to assist in dispensing articles in the stores over the counter; to sweep the store's area and maintain the working area in an orderly condition; to parcel and package articles for mailing and shipping, including breakable articles; to notify the official in charge when items of stock are in short supply; to assist in loading and unloading stock, placing same in proper location in the warehouse; may be required to drive a small truck to pick up and deliver freight to the freight office, to complete routing forms such as stock memos and credit notes; to keep simple records; performing other assigned duties.

### **Mechanic's Helper**

*Class Definition:* Positions at this level function under the general direction of the TL-Mechanic or Mechanical Foreman and are responsible for the service area in the shop. This is not generally considered a training position.

*Typical Duties:* Include to lubricate all units serviced in the shop; to steam clean vehicles and work units, to clean shop; to provide assistance to mechanics as required; to perform other assigned duties.

Classifications in Pay Grid 1 should have the ability to learn to operate the following equipment:

1. Driver-Operator of trucks up to 10,000 lbs. GVW equipped as/with a pickup, panel, van, flat deck, dump box, tank, refuse packer, or towing trailers up to 5,000 lbs. GVW.
2. Passenger vehicles with capacity up to eight (8) passengers.
3. Hydraulic power packs.

### **Machine Operator 1**

*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 a recognized training program in the driving and operation of commercial type vehicle or heavy equipment.

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

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

- Driver Operator of a single axle truck over 10,000 lbs. equipped with/as flat deck, van or tank body; dump box 3-5 yards; tailgate sander; front or under-body plow;
- Curbing machine;
- Mowing or brushing machine, tractor mounted;
- Flusher truck, single axle;
- Single axle flat deck truck with crane up to 8,000 lbs. capacity;
- Power roller, single drum or double drum 40";
- Power saw, culvert cutter, bituminous raker, culvert steamer.

### **Bridge Labourer 2**

*Class Definition:* Twelve (12) months experience as Bridge Labourer 1.

### **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;

preferably graduation from a defensive driving course and/or a recognized training program in the driving and operation of commercial type vehicle or heavy equipment.

*Experience:* Three (3) years experience in related work or as an MO1.

*Specialized Abilities and Skills:* Mechanical and operational aptitude; physically fit, mentally alert; safety conscious; ability to follow directions promptly and efficiently; hold a corresponding and valid BC Driver's License (Class 3 with air); ability to work outdoors under varying weather conditions and operate the equipment listed below, and to perform other assigned duties:

- Driver Operator of a tandem axle dump truck; sander, underbody or front mount plow;
- Tandem axle flat deck truck with truck crane over 8,000 lbs;
- Pavement burner;
- Bituminous sprayer;
- Trailers up to 10,000 lbs. GVW;
- Sweeper;
- Front End Loader less than 2-1/4 yards;
- Thermo-lay unit;
- Crawler Tractor under 125 hp;
- Riverboat Operator;

Under the general direction of a road Leadhand or supervisor.

### **Signperson**

*Class Definition:* Under the general direction of a Road Leadhand or supervisor, positions at this level erect and maintain all signs and other painted control devices in use by district maintenance establishment.

*Typical Duties:* Include to direct a labourer when additional assistance is required; to erect, maintain and where necessary touch up such signs as street signs, directional fingerboards, speed zones and similar messages; to had or spray paint crosswalks, hatch traffic islands, guard rails and similar devices; to keep paint and stock records and order as required; to maintain time sheets when necessary; performing other assigned duties.

### **Bridge Worker**

*Class Definition:* Positions at this level function under the general direction of a trades related supervisor and are required to carry out assigned functions related to bridge maintenance and construction.

*Typical Duties:* Include a variety of tasks in connection with the maintenance, construction and reconstruction of all types of bridges, buildings, and other structures, transporting of materials, duties related to road maintenance and other assigned duties consistent with this level of experience.

*Experience:* Bridge work experience equal to or greater than four and one-half (4½) years with any and all Employers. Experience must be evaluated and confirmed by the Ministry of Skills and Labour to qualify.

### **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 a recognized training program in the driving and operation of commercial type vehicle or heavy equipment.

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

*Specialized Abilities and Skills:* Mechanical and operational aptitude; physically fit, mentally alert, safety conscious; ability to follow directions promptly and efficiently; hold a corresponding and valid BC Driver's License; ability to work outdoors under varying weather conditions and operate the equipment listed below and to perform other assigned duties, under general direction of Road Leadhand or supervisor.

Driver Operator of a:

- tractor/trailer unit and trailer over 10,000 GVW;
- power grader;
- gradall, truck or crawler mounted;
- crane, self-propelled;
- crawler tractor over 125 hp;
- hydraulic excavator;
- chip spreader;
- paving machine;
- front-end loader, bucket 2¼ yards and over;
- tractor mounted backhoe;
- truck equipped with crane over 8,000 lb. capacity (excluding HiAB type);
- thermolay machine;
- tandem truck equipped with wing.

### **TJ-Industrial Warehouseworker**

*Education and Specialized Knowledge:* Education equivalent to Grade 12; a thorough knowledge of all practices and procedures involved in both the purchasing and maintenance of inventory in a large stores establishment; a professional purchasing diploma is preferred; as is experience with computer hardware/software and general business machines.

*Experience:* A minimum of five (5) years purchasing/warehousing or related experience.

*Specialized Skills and Abilities:* Ability to learn and to perform duties without immediate supervision; ability to direct; tact, sound judgement; ability to deal with other employees. A thorough knowledge of tendering procedures as they relate to both sub-contracts and regular inventory.

*Typical Duties:* Include preparing, issuing and analyzing invitations to quote or requests for proposals from suppliers; work order preparation and reporting; experience with automated inventory control; negotiating prices, terms and conditions of contracts using methods such as volume discounts, freight consolidations, etc. to reduce costs; approving contracts and recommending awards; resolving post contractual problems; monitoring, amending or terminating contracts.

Include the maintaining of records of stores both in the main establishment and the outlying stores; carrying out physical inventories periodically, reconciling losses; ensuring the proper condition and storing of property; checking records of outlying stores; preparing lists of stores; supervising and instructing employees in charge of stores; performing other assigned duties.

### **TJ-Bridgeworker**

*Class Definition:* Positions in this grade are under the direction of an immediate trade-related supervisor or the supervision and general direction of a non-trade related supervisor and are required to carry out assigned journeyman functions related to their particular trade.

*Typical Duties:* Include performing skilled journeyman level work within the scope of the trade in which they are qualified, according to standards of the corresponding trades established under the *Apprenticeship Act*, such as carpentry, electronics, mechanics, and duties related to road maintenance etc.; directing the work of one or two non-trade related positions assigned to assist as required; performing related functions consistent with this grade.

*Education and Specialized Knowledge:* Preferably secondary school graduation or formal education consistent with requirements for entry into apprenticeship vocational training or equivalent; preferably completion of apprenticeship vocational training for the respective trade; valid Provincial Tradesman's Qualification Certificate or the approved equivalent, for the particular trade in which the incumbent is employed; valid BC Driver's License of the appropriate Class required to carry out related trade functions; ability to read and interpret related technical information and maintain an up-to-date knowledge of the trade.

*Experience:* Preferably completion of a registered apprenticeship in the respective trade, or training and work experience equivalent to the full apprenticeship contract term established for the particular trade.

*Specialized Abilities and Skills:* Aptitude and capability in the performance of specific trade functions; ability to follow instructions and direction promptly and efficiently; ability to work in conjunction with other employees and assist apprentices in learning and developing the skills of the trade, and/or to periodically direct the efforts of another employee assigned to assist them; physically and mentally compatible with the work involved and able to work under the rigors of the job.

### **Road Leadhand**

*Class Definition:* Positions in this grade are under general direction of a Road Foreman or General Foreman and are responsible for carrying out assigned leadhand functions relating to their respective classification.

*Specialized Abilities and Skills:* Ability to effectively supervise assigned work projects and/or activities involving combined resources of manpower, materials and supplies; ability to meet defined production standards, quotas and costs through organization, scheduling and utilization of available resources; ability to communicate with and direct employees in the designated work group, particularly for work and/or job assignments; ability to deal effectively with other employees, supervisors, administrators, management personnel and suppliers regarding work projects and/or requirements; ability to carry out related supervisory functions proficiently.

*Typical Duties:* Include, when assigned, to direct a crew where supervision is not directly available, and where a degree of independent judgement and action is required in carrying out functions within the scope of the classification and directly related fields in which they are qualified, periodically coordinating and directing the work of related professions assigned to work in the same location as required; to organize and coordinate the work of an assigned crew in conjunction with other resources to ensure established work standards of quality and quantity along with completion schedules of designated work and/or projects of assigned crews; to ensure corresponding resource materials, supplies and/or replacements are maintained for assigned crew; to provide and/or arrange work related instruction for employees within the assigned crew; to carry out field and/or job site inspections and ensure work progress, materials and/or other requirements are maintained, under the general direction of his Road Foreman or supervisor, and perform other assigned duties related to road maintenance.

### **TJ-Welder and TJ-Mechanic**

*Education and Specialized Knowledge:* Preferably secondary school graduation or formal education consistent with requirements for entry into apprenticeship vocational training or equivalent; preferably completion of apprenticeship vocational training for the respective trade; valid Certificate of Qualification issued by the BC Ministry of Labour or the approved equivalent, for the particular trade in which the incumbent is employed; valid BC Driver's License of the appropriate Class required to carry out related trade functions; ability to read and interpret related technical information and maintain an up-to-date knowledge of the trade.

*Experience:* Preferably completion of a registered apprenticeship in the respective trade, or training and work experience equivalent to the full apprenticeship contract term established for the particular trade.

*Specialized Abilities and Skills:* Aptitude and capability in the performance of specific trade functions; ability to work in conjunction with other employees and assist apprentices in learning and developing the skills of the trade, and/or to periodically direct the efforts of another employee assigned to assist them; physically and mentally compatible with the work involved and able to work under the rigors of the job.

*Class Definition:* Positions in this grade are under either the supervision and direction of an immediate trade-related supervisor or the supervision and general direction of a non-trade related supervisor and are required to carry out assigned journeyman functions related to their particular trade.

*Typical Duties:* Include performing skilled journeyman level work within the scope of the trade in which they are qualified, according to standards of the corresponding trades established under the *Apprenticeship Act*, such as carpentry, electronics, mechanics, etc.; directing the work of one or two non-trade related positions assigned to assist as required; performing related functions consistent with this grade, to perform other assigned duties.

\*In exceptional circumstances, the Employer may hire non-certified mechanics; however, the number of non-certified mechanics shall not normally exceed one (1) per Contract Area. The rate of pay shall be Grid Level 5. The specifications for an uncertified mechanic shall be the same as those for a certified mechanic, except those duties and responsibilities excluded by law.

### **Road Foreman**

*Education and Specialized Knowledge:* Preferably secondary school graduation or equivalent; a thorough knowledge of the *Motor Vehicle Act* and Regulations as they pertain to the driving and/or operation of the vehicles, equipment and machinery under their supervision. Thorough knowledge of the Workers' Compensation Board Health and Safety Regulations. Holder of a requisite Workers' Compensation Board First Aid Certificate. Completion of a Supervisory and Organizational Procedures training program. To read and interpret related technical information and maintain an up-to-date supervisory knowledge of designated work areas.

*Experience:* Related experience at the MO3 level or equivalent. Previous supervisory experience as a Road Leadhand or equivalent.

*Specialized Abilities and Skills:* Ability to effectively supervise assigned work projects and/or activities involving combined resources of manpower, materials and supplies; ability to meet defined production standards, quotas and costs through organization, scheduling and utilization of available resources; ability to communicate with and direct employees in the designated work group, particularly for work and/or job assignments; ability to deal effectively with other employees, supervisors, administrators, management personnel and suppliers regarding work projects and/or requirements; ability to carry out related supervisory functions proficiently under the general direction of his supervisor.

*Typical Duties:* Include to organize, schedule, assign and coordinate the work of an assigned crew in conjunction with other resources; to reorganize, reschedule and reassign job functions and resources according to work progress and/or priorities; to ensure established work standards of quality and quantity along with completion schedules of designated work and/or projects of assigned crew; to ensure corresponding resource materials, supplies and/or replacements are maintained for assigned crew; to ensure related work records and reports concerning work and/or project costs, progress, etc. are maintained for assigned crew; to provide and/or arrange work-related instruction for employees within the assigned crew, to carry out and/or participate in the initial planning, programming and estimating of resources and related costs required to accomplish and complete scheduled work and/or projects within annual budget in accordance with related standards and management direction; to carry out such functions as reviewing management reports and either implementing or preparing for corrective action and ensuring that corresponding fiscal control is maintained; to carry out field and/or job site inspections and ensure work progress, materials and/or other requirements are maintained under the general direction of his supervisor.

A thorough knowledge of tendering procedures as they relate to sub-contracts.

### **TL-Bridgeworker**

*Education and Specialized Knowledge:* Preferably secondary school graduation or formal education consistent with requirements for entry into apprenticeship vocational training or equivalent; preferably completion of apprenticeship vocational training for the respective trade; valid Certificate of Qualification issued by the BC Ministry of Labour or the approved equivalent, for the particular trade in which the incumbent is employed; valid BC Driver's License of the appropriate Class required to carry out related trade functions; preferably some training in basic supervisory and organizational procedures; ability to read and interpret related technical information and maintain an up-to-date knowledge of the work involved.

*Experience:* Preferably completion of a registered apprenticeship in the respective trade, or training and work experience equivalent to the full apprenticeship contract term established for the particular trade; a minimum of three (3) years' journeyman work experience or equivalent; preferably some experience in organizing and scheduling of work and/or job requirements, maintaining related records and coordinating the work of other employees.

*Specialized Abilities and Skills:* Aptitude and capability in the performance of trade functions without direct trade supervision; ability to organize and schedule work assignments and related records; ability to coordinate the work of other trade journeymen in related trades; ability to work in conjunction with other employees and assist apprentices in learning and developing the skills of the trade; physically and mentally compatible with the work involved and able to work under the rigors of the job.

*Class Definition:* Positions in this grade are under either the limited supervision and technical direction of a trade-related supervisor or under the supervision and general direction of a non-trade related supervisory position and are responsible for carrying out assigned leadhand functions related to their respective trade.

*Typical Duties:* Include, when assigned, to work individually in satellite locations on a continuous basis where supervision is not directly available, and where a degree of independent judgement and action is required in carrying out skilled journeyman functions within the scope of the trade and directly related fields in which they are qualified, periodically coordinating and directing the work of trade related journeymen and/or other non-trade related positions assigned to work in the same location as required.

OR

When assigned to work within crews, these positions are required to carry out skilled journeymen functions within the scope of the trade and directly related fields in which they are qualified, along with coordinating and directing the work of trade-related journeymen within a designated work group and may also include directing the work of other non trade-related positions assigned to assist in the work group.

To perform other assigned duties.

### **TS-Bridgeworker (Inspector)**

*Education and Specialized Knowledge:* Preferably secondary school graduation or formal education consistent with requirements for entry into apprenticeship vocational training or equivalent; preferably completion of apprenticeship vocational training in the respective or directly related trade; valid Certificate of Qualification issued by the BC Ministry of Labour or the approved equivalent, in the applicable or related trade that the incumbent is supervising; valid BC Driver's License for the appropriate Class required to carry out related functions; preferably completion of a supervisory and organizational procedures training program; ability to read and interpret related technical information and maintain an up-to-date supervisory knowledge of the designated work area.

*Experience:* Preferably completion of a registered apprenticeship in a directly related trade, or training and work experience equivalent to the full apprenticeship contract term established for a related trade; a

minimum of three (3) years journeyman work experience, two (2) years experience as a trade leadhand or equivalent.

*Specialized Abilities and Skills:* Ability to effectively supervise assigned work projects and/or activities involving combined resources of manpower, materials and supplies; ability to meet defined production standards, quotas and costs through organization, scheduling and utilization of available resources; ability to communicate with and direct employees in the designated work group, particularly in work and/or job assignments; ability to deal effectively with other employees, supervisors, administrators, and/or management personnel and suppliers, regarding work projects and/or requirements; ability to carry out related supervisory functions proficiently, under the direction of management personnel.

*Class Definition:* Positions in this grade are under administrative or management supervision and technical direction and function as:

Responsible for directly supervising an established crew of predominantly trade personnel in related trades, under direction of management personnel.

*Typical Duties:* Include to organize, schedule, assign and coordinate the work of an assigned crew of employees in conjunction with other resources; to reorganize, reschedule and reassign job functions and resources according to work progress and/or priorities; to ensure established work standards of quality and quantity along with completion schedules of designated work and/or projects of assigned crew; to ensure corresponding resource materials, supplies and/or replacements are maintained for assigned crew; to ensure related work records and reports concerning work and/or project costs, progress, etc., are maintained for assigned crew; to provide and/or arrange work related instruction for employees within the assigned crew, submit pertinent information as required relating to disciplinary and safety matters so that appropriate action may be taken by the General Foreman; to carry out and/or participate in the initial planning, programming and estimating of resources and related costs required to accomplish and complete scheduled work and/or projects within annual budget in accordance with related standards and management direction; to carry out such functions as reviewing management reports and either implementing or preparing for corrective action and ensuring that corresponding fiscal control is maintained; to carry out field and/or job site inspections and ensure work progress, materials and/or other requirements are maintained under the general direction of management personnel.

To perform other assigned duties.

### **TL-Mechanic**

*Education and Specialized Knowledge:* Preferably secondary school graduation or formal education consistent with requirements for entry into apprenticeship vocational training or equivalent; preferably completion of apprenticeship vocational training for the respective trade; valid Certificate of Qualification issued by the BC Ministry of Labour or the approved equivalent, for the particular trade in which the incumbent is employed; valid BC Driver's License of the appropriate Class required to carry out related trade functions; preferably some training in basic supervisory and organizational procedures; ability to read and interpret related technical information and maintain an up-to-date knowledge of the work involved.

*Experience:* Preferably completion of a registered apprenticeship in the respective trade, or training and work experience equivalent to the full apprenticeship contract term established for the particular trade; a minimum of three (3) years journeyman work experience or equivalent; preferably some experience in organizing and scheduling of work and/or job requirements, maintaining related records and coordinating the work of other employees.

*Specialized Abilities and Skills:* Aptitude and capability in the performance of trade functions without direct trade supervision; ability to organize and schedule work assignments and related records; ability to coordinate the work of other trade journeymen in related trades; ability to work in conjunction with other

employees and assist apprentices in learning and developing the skills of the trade; physically and mentally compatible with the work involved and able to work under the rigors of the job.

*Class Definition:* Positions in this grade are under either the limited supervision and technical direction of a trade related supervisor, mechanical foreman or under the supervision and general direction related supervisory position and are responsible for carrying out assigned leadhand functions related to their respective trade.

*Typical Duties:* Include, when assigned to work individually where supervision is not directly available, and where a degree of independent judgement and action is required in carrying out skilled journeyman functions within the scope of the trade and directly related fields in which they are qualified, periodically coordinating and directing the work of trade related journeymen and/or other non-trade related positions assigned to work in the same location as required.

OR

When assigned to work within crews, these positions are required to carry out skilled journeymen functions within the scope of the trade and directly related fields in which they are qualified, along with coordinating and directing the work of trade related journeymen within a designated work group and may also include directing the work of other non-trade related positions assigned to assist in the work group.

To perform other assigned duties.

### **TSS-Bridgeworker**

*Education and Specialized Knowledge:* Preferably secondary school graduation or formal education consistent with requirements for entry into apprenticeship vocational training or equivalent; preferably completion of apprenticeship vocational training in the respective or directly related trade; valid Provincial Tradesman's Qualification Certificate or the approved equivalent, in the applicable or related trade that the incumbent is supervising; valid BC Driver's License for the appropriate Class required to carry out related functions; preferably completion of a supervisory and organizational procedures training program; ability to read and interpret related technical information and maintain an up-to-date supervisory knowledge of the designated work area.

*Experience:* Preferably completion of a registered apprenticeship in a directly related trade, or training and work experience equivalent to the full apprenticeship contract term established for a related trade; a minimum of three (3) years journeyman work experience, two (2) years experience as a trade leadhand and two (2) years as trade supervisor, or equivalent combination.

*Specialized Abilities and Skills:* Ability to effectively supervise assigned work projects and/or activities involving combined resources of manpower, materials and supplies; ability to meet defined production standards, quotas and costs through organization, scheduling and utilization of available resources; ability to communicate with and direct employees in the designated work group, particularly in work and/or job assignments; ability to deal effectively with other employees, supervisors, administrators, and/or management personnel and suppliers, regarding work projects and/or requirements; ability to carry out related supervisory functions proficiently.

*Class Definition:* Positions in this grade are under administrative or management supervision and technical direction and function as:

A Foreman (M/F) responsible for directly supervising an established crew of predominantly trade personnel in related trades;

and

A Standards Supervisor responsible for supervising trade services being provided and/or performed by either individuals, firms or organizations outside the provincial government service on contract and/or a fee-for-service basis.

*Typical Duties:* Include to organize, schedule, assign and coordinate the work of an assigned crew of employees in conjunction with other resources; to reorganize, reschedule and reassign job functions and resources according to work progress and/or priorities; to ensure established work standards of quality and quantity along with completion schedules of designated work and/or projects of assigned crew; to ensure corresponding resource materials, supplies and/or replacements are maintained for assigned crew; to ensure related work records and reports concerning work and/or project costs, progress, etc., are maintained for assigned crew; to provide and/or arrange work-related instruction for employees within the assigned crew, along with the assessment of individual employee progress, and development of abilities for further and/or additional training, such as ministry training programs, manufacturer/dealer course, and/or in-house facilities; to complete employee appraisals and provide corresponding guidance for employees to meet established work and performance standards; to recommend promotions, transfers, demotions, disciplinary and/or other appropriate action as applicable and implement approved action in conjunction with immediate supervisor or other designated officials; to carry out and/or participate in the screening and selection of new employees and/or promotion of employees to or within the assigned work crew; to carry out and/or participate in the initial planning, programming and estimating of resources and related costs required to accomplish and complete scheduled work and/or projects within annual budget in accordance with related standards and management direction; to carry out such functions as reviewing management reports and either implementing or preparing for corrective action and ensuring that corresponding fiscal control is maintained; to carry out field and/or job site inspections and ensure work progress, materials and/or other requirements are maintained.

To perform other assigned duties.

### **OFFICE ASSISTANT 1**

*Education and Specialized Knowledge:* Preferably secondary school graduation or equivalent; excellent communication skills, a thorough knowledge and understanding of all office procedures, and the operation of all office equipment.

*Experience:* One (1) year general office experience in a reception capacity; filing or records management; data entry or payroll administration.

*Specialized Skills and Abilities:* Ability to learn and perform duties without immediate supervision; ability to answer/handle all inquiries or complaints in a courteous manner; must be proficient in keyboarding, have knowledge and understanding of basic computer skills and applications.

*Typical Duties:* The Office Assistant 1 will typically perform a majority, but not necessarily all, of the duties as listed for the Office Assistant 2. If required, the OA1 will be capable of learning to perform all of the duties for OA2. In addition, the OA1 will perform other office duties as assigned.

### **OFFICE ASSISTANT 2**

*Education and Specialized Knowledge:* Preferably secondary school graduation or equivalent; excellent communication skills, a thorough knowledge and understanding of all office procedures, and the operation of all office equipment.

*Experience:* Two (2) years general office experience in a reception capacity; filing or records management; data entry or payroll administration. Previous experience at the OA1 level or equivalent.

*Specialized Skills and Abilities:* Ability to learn and perform duties without immediate supervision; ability to answer/handle all inquiries or complaints in a courteous manner; must be proficient in keyboarding, knowledge and understanding of basic computer skills and applications.

*Typical Duties:*

- checking time cards for correctness before submitting for data entry
- receiving/directing incoming inquiries/complaints
- typing office correspondence as required
- preparing month end petty cash and synoptic
- performing general duties in connection with hired equipment, accounts payable/receivable, reception and payroll
- maintaining files for hired equipment, accounts payable/receivable, reception and payroll
- maintaining spreadsheets
- performing other office duties as assigned.

## CLASSIFICATION SERIES

For the purpose of this Agreement, classifications are grouped into the following classification series:

### **Bridge Maintenance Series**

Apprentice Bridgeworker  
Bridge Labourer 1  
Bridge Labourer 2  
Bridgeworker  
TJ Bridgeworker  
TL Bridgeworker  
TS Bridgeworker  
TSS Bridgeworker

### **Mechanical Maintenance Series**

Apprentice Mechanic  
Mechanic's Helper  
TJ Mechanic  
TL Mechanic  
TJ Welder

### **Road Maintenance Series**

Flagperson  
General Labourer  
Machine Operator 1  
Machine Operator 2  
Machine Operator 3  
Road Foreman  
Road Leadhand  
Signperson

### **Warehouse Series**

Apprentices Industrial Warehouseworker  
Stockworker  
TJ - Industrial Warehouseworker

### **Office and Clerical Series**

Office Assistant 1  
Office Assistant 2

**APPENDIX 5**  
**RE: BOARD, LODGING, AND RELOCATION EXPENSES**

**DEFINITIONS**

For the purpose of these regulations:

"*Dependants*" are spouse, dependent children, and anyone for whom the employee claims exemption on Federal Income Tax returns.

"*Private dwelling house*" refers to the single family residence of the employee on a reasonable amount of property required to support such a house, owned by the Employer and/or spouse, and for which evidence of title can be provided. "*House*", "*residence*", and "*property*" refer solely to the property occupied as the principle residence of the employee at the time of relocation, including mobile homes.

"*Reasonable amount of property*": Where an employee elects to purchase a dwelling house on a piece of property that would not be considered a "*reasonable amount*", (i.e., hobby farm, etc.) the following formula shall be used to determine the value of the private dwelling for legal fee reimbursement purposes:

- value of an average service lot in or close to the nearest town;
- assessed value of actual house on site;
- total added value in above.

"*Seniority Block*" means the geographic area in which an employee earns and maintains seniority as per MOU #5.

"*Travel status*", with respect to an employee, means absence of the employee from the employee's designated seniority block on the Employer's business with the approval of the Employer.

**PART I - BOARD AND LODGING REGULATIONS****1.1 Travel Status**

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

- (a) meal allowance as outlined in Article 27.9
- (b) single accommodation reimbursement
- (c) where private accommodation is used they will be entitled to thirty dollars (\$30) per night;
- (d) five dollars (\$5) incidental for every night away from home.

**PART II - RELOCATION EXPENSES****2.1 Policy**

- (a) Relocation expenses will apply to employees who have to move from one seniority block to another.
- (b) Relocation expenses will not apply, but instead the applicable travel, living and moving expenses provided in accordance with Sections 2.2, 2.3, 2.4, 2.6 and 2.7 of this Appendix will apply to apprentice employees where there is a pre-programmed change in their seniority block.

To employees entitled to relocation expenses, the Employer will pay travelling, living and moving expenses on relocation in accordance with the following provisions.

## 2.2 Travel Expenses on Relocation

### (a) *Initial Trip to Seek New Accommodation*

The Employer shall grant, with no loss of pay, prior to relocation, at a time mutually agreeable to the Employer and the employee, up to five (5) days plus reasonable travel time, to an employee being relocated and shall reimburse the employee for travel expenses for the employee and spouse in accordance with this Agreement.

Any time beyond specified time may be charged against the employee's annual vacation credits however, expenses will not be payable. This leave must be for the specific purpose of locating accommodation, with the intent in as many instances as possible, that furniture and household effects may be delivered directly to the new residence.

### (b) *Travelling Expenses Moving to New Location*

The Employer shall provide reimbursement of travel expenses incurred during relocation for employees and dependants, for the actual travel time, plus accommodation and meals up to seven (7) days at the new location when employees are unable to move into the new accommodation. Such expense allowances will be in accordance with this Agreement.

Meals:	Adults .....	full rate
	Children 12 and under .....	1/2 rate
	Motel or Hotel.....	on production of receipts
	Private lodging at old or new location .....	at current rate

(c) Where dependants of an employee relocate at a time different that the employee, the Employer shall reimburse the employee for his dependant's travel expenses, meals and accommodation incurred while travelling to the new headquarters area. In such cases where the employee remains eligible for benefits pursuant to Section 2.3, the employee will be reimbursed for his dependants meals at the new location for a period of up to seven (7) days.

The above allowance will be in accordance with this Collective Agreement.

## 2.3 Living Expenses Upon Relocation at New Location

After the first seven (7) days has expired at the new location and the employee can establish to the satisfaction of the Employer that there is no suitable housing available, then:

(a) The Employer shall pay an employee, not accompanied by dependants at the new location, a living allowance of thirteen dollars and twenty cents (\$13.20) per day up to a maximum of thirty (30) days; or

(b) The Employer shall pay an employee, accompanied by dependants at the new location, a living allowance of seventeen dollars (\$17) per day up to a maximum of sixty (60) days.

(c) Where an employee is receiving the payment in (a) above and is later joined by his dependants at the new location and the employee is still eligible for payment under this Section, the payment shall be as in (b) above. However, the maximum period of payment under (a) and (b) shall not exceed sixty (60) days.

## 2.4 Moving of Household Effects and Chattels

On relocation, the Employer shall arrange and pay for the following:

(a) Moving of household effects and chattels up to eight thousand one hundred and sixty-five (8,165) kilograms including any item(s) which the contracted mover will accept as part of a load which includes household appliances and furniture, hobbies, boats, outboard motors, and pianos;

- (b) Comprehensive insurance to adequately protect the employee's household effects and chattels during the move up to a maximum of twenty-five thousand dollars (\$25,000);
- (c) Where necessary, insured storage up to two (2) months, upon production of receipts.
- (d) The packing and unpacking of the employee's household effects and chattels.
- (e) When an employee is being relocated and opts to move his/her own household effects and chattels, the employee shall receive one of the following allowances:
  - three hundred and thirty dollars (\$330) for a move not exceeding a distance of two hundred and forty (240) kilometres;
  - six hundred and sixty dollars (\$660) for a move which exceeds a distance of two hundred forty (240) kilometres;
  - one hundred and thirty-seven dollars and fifty cents (\$137.50) where the employee is entitled to receive the amount pursuant to Section 2.7(d).
- (f) Where the employee exercises an option pursuant to (e) above, then the provisions of (a) and (d) above shall not apply.

## **2.5 Moving of Mobile Homes**

On relocation, an employee who owns a mobile home may opt to have his/her mobile home moved by the Employer in either of the following circumstances:

- (a) Where an employee's mobile home is moved by the Employer under this Section, then the Employer shall also arrange and pay for the following:
  - moving of single wide mobile trailer or home up to the maximum width allowed on the highway with a permit including any skirting, cabana or attachments. Where mobile homes in excess of the above are involved, the Employer will pay:
    - the equivalent cost of moving a single wide mobile trailer or home up to the maximum width allowed on highways with a permit; or
    - the real estate and legal fees involved in selling the extra wide trailer up to a maximum of three thousand eight hundred and fifty dollars (\$3,850).
  - comprehensive insurance to adequately protect the employee's household effects, chattels and trailer during the move up to a maximum of twenty-five thousand dollars (\$25,000);
  - the setting up and levelling of a mobile home or double wide, at the new location to a maximum of five hundred dollars (\$500) upon production of receipts;
  - the packing and unpacking of the employee's household effects and chattels if required.
- (b) Where an employee is living in a mobile home and chooses to move the mobile home to the new area, the employee shall be entitled to reimbursement for costs covered in (a) above up to a maximum of two thousand dollars (\$2,000) upon production of receipts.

## **2.6 Moving of Personal Vehicles Upon Relocation**

The Employer shall reimburse employees for the cost of transporting one (1) personal vehicle and one (1) trailer towed by the personal vehicle.

The vehicle and trailer, where applicable, may be driven in which case current vehicle allowance rates for the vehicle only will apply, or vehicle and trailer, where applicable may be shipped by rail in which case the cost of the least expensive method will be paid.

In addition, the Employer will pay for any additional transportation charges such as ferry fares for the vehicle and trailer with or without load.

## **2.7 Incidental Expenses on Relocation**

The Employer shall pay to the employee upon relocation only one of the following amounts, to cover incidental expenses on relocation and once the employee has claimed one allowance no alternative further claim may be made:

- (a) When an employee purchases a private dwelling house in the new location - five hundred dollars (\$500);
- (b) When the employee is moving to rental accommodation in the new location - one hundred and ninety-two dollars and fifty cents (\$192.50);
- (c) When an employee is moving with a mobile home - eighty-two dollars and fifty cents (\$82.50);
- (d) When an employee is moving to room and board - one hundred dollars (\$100).

The application for incidental expenses on relocation must be made by the employee on the appropriate form within sixty (60) days of the employee's arrival at the new location, unless there is no available suitable housing in which case application must be made within sixty (60) days of suitable housing becoming available.

## **2.8 Notice to Employee Upon Relocation**

It is understood and agreed that the Employer will provide employees with reasonable notice of the relocation effective date, and wherever possible, at least one (1) month's notice shall be given. Where less than one (1) months notice is given, or the relocation date is altered either earlier or later than the relocation effective date given which directly results in duplication of rent costs to the employee, then the Employer agrees to reimburse the employee, upon production of receipts, for the duplicate rent payments at the new location.

## **2.9 Requested Relocation by Employee**

Where an employee requests a relocation from one headquarter or geographic location to another, all travelling and living expenses incurred in such a move are the responsibility of the employee.

## **2.10 Real Estate and Legal Fees**

On relocation or within one (1) year of the effective date of relocation, an employee who purchases and/or sells his private dwelling will be entitled to claim for the following expenses upon production of receipts:

- (a) Reimbursement of fees to a maximum of four thousand nine hundred and fifty dollars (\$4,950) charged by a real estate agency for the selling of the employee's private dwelling in which he resided immediately prior to relocation.
- (b) An employee who has sold his own home without the aid of a realtor shall be entitled to claim eight hundred and twenty-five dollars (\$825).
- (c) Allowance for legal fees encumbered upon the employee because of the purchase of his private dwelling house in which he lives after relocation will be paid in accordance with the following:
  - one percent (1%) of the first (1<sup>st</sup>) forty thousand dollars (\$40,000) of the purchase price;
  - one-half (½) of one percent (1%) of any amount of the purchase price above forty thousand dollars (\$40,000);
  - the total cost to the Employer under part (c) shall not exceed eight hundred and eighty dollars (\$880).

(d) Where an employee purchases a reasonable amount of property, secures a joint mortgage (land and private dwelling) and begins construction within six (6) months of relocation (i.e. foundation poured), he shall be entitled to reimbursement of legal fees not to exceed the amount specified in (c) above. In these circumstances, the reimbursement shall be for one transaction only.

The employee may only claim legal fee reimbursement in either (c) or (d), not both.

**APPENDIX 6  
RE: ISOLATION ALLOWANCES**

Isolation allowances will be paid in accordance with the following:

Buick Creek .....	\$60.00 biweekly
Clayhurst.....	\$45.00 biweekly
Fort Nelson .....	\$45.00 biweekly
Hudson's Hope .....	\$45.00 biweekly
Wonowon.....	\$60.00 biweekly

**APPENDIX 7  
RE: EXCLUDED PERSONNEL**

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

- General Manager
- Operations Manager
- Road Superintendents -
  - Fort St. John
  - Rose Prairie
  - Fort Nelson
  - Hudson's Hope
- Mechanical Superintendent
- Quality Control Manager

2. **Bargaining Unit work**

To ensure continuity of operations and for the purpose of training, management shall not perform bargaining unit work unless all bargaining unit personnel are unavailable. In all other cases management shall not perform bargaining unit work except under emergency conditions, to protect Company property and to assure the safety of employees.

**APPENDIX 8  
RE: ARBITRATOR'S AGREEMENT**

I, \_\_\_\_\_, Arbitrator, agree that in consideration of the acceptance by the B.C. Government and Service Employees Union and \_\_\_\_\_ of myself as an Arbitrator. I will render a decision in writing within thirty (30) days of the completion of any hearing in which I participate. I further agree that my fee for such arbitration will be reduced by a factor of ten percent (10%) for each seven (7) days which lapse beyond the thirty (30) days from the completion of any hearing in which I participate and in which a decision is not published. I further agree that the account which I render will indicate the amount of my fee on an unadjusted and adjusted basis. I further agree not to bill for any fee in regard to cancellation, except where such cancellation is within seven (7) calendar days of the appointed hearing date.

\_\_\_\_\_  
Signature

**LETTER OF UNDERSTANDING #1**  
**RE: REVIEW OF QUALIFICATIONS TO OPERATE EQUIPMENT**

The "*Employee Qualification*" list developed by Northlands shall be revised and updated.

Within twelve (12) months of ratification of this Agreement, the Joint Labour/Management Committee shall review the qualifications of all regular employees on the following equipment:

single axle trucks	tandem axle trucks	excavator
graders	sanding equipment	backhoes
frink plows/underbodies		

At the same time the Joint Labour/Management Committee shall review training course outlines. Mutually agreed to changes shall be made if both parties desire. The final Qualifications List shall be posted.

**LETTER OF UNDERSTANDING #2**  
**RE: JOB SHARING**

Within ninety (90) days after ratification, the parties signatory to this Collective Agreement shall meet and review the possibilities of Job Sharing.

The guidelines that should be considered are:

- (1) No increased cost to the Employer.
- (2) Temporary employees are not adversely affected.

**LETTER OF UNDERSTANDING #3**  
**RE: EMPLOYMENT EQUITY**

- (a) The Employer and the Union are committed to providing a work environment free of any form of adverse discrimination.
- (b) The parties hereto subscribe to the principles of the *Human Rights Code of British Columbia*.
- (c) The parties recognize the need to implement an employment equity program.
- (d) 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 do the job.
- (e) 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 British Columbia; and
  - (2) the long-term career development and advancement of employees covered under this Collective Agreement.
- (f) There will be a local union/management committee on Employment Equity.
- (g) 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 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.
- (h) Employees representing the Union on the local committee shall be on leave of absence without loss of pay for time on the local committee.

**LETTER OF UNDERSTANDING #4  
RE: EQUIPMENT**

The Employer agrees that all new equipment with enclosed cabs to be purchased or leased shall be equipped with air conditioning.

**MEMORANDUM OF UNDERSTANDING #1  
RE: HOURS OF WORK**

**TABLE OF RECOGNIZED WORKDAY LENGTHS AND SHIFT PATTERNS  
FOR A 35-HOUR WORK WEEK**

<b>Length Scheduled Workday</b>	<b>Shift Pattern</b>	<b>No. of Days of Rest Per Year</b>	<b>Statutory Holiday Provisions</b>	<b>No. of Stat. Holidays Shut Down</b>
7 hrs 49 min	5:2/4:3	131	Shut down	11
7 hrs 30 min	5:2/5:2/4:3	121	Shut down	11
7 hrs	5:2	104	Shut down	11
8 hrs 50 min	4:3	158	Shut down	11
8 hrs	5:2 - 4:3	137	Shut down	11

**TABLE OF RECOGNIZED WORKDAY LENGTHS AND SHIFT PATTERNS  
FOR A 36.25-HOUR WORKWEEK**

<b>Length Scheduled Workday</b>	<b>Shift Pattern</b>	<b>No. of Workdays Per Year</b>	<b>No. of Days of Rest Per Year</b>	<b>Statutory Holiday Provisions</b>	<b>No. of Stat. Holidays Shut Down</b>
7 hrs 15 min	5:2	250	104	Shut down	11

**TABLE OF RECOGNIZED WORKDAY LENGTHS AND  
SHIFT PATTERNS FOR 37.5-HOUR WORK WEEK**

<b>Length of Scheduled Workday</b>	<b>Shift Pattern</b>	<b>Number of Workdays</b>	<b>Number of Days of Rest</b>	<b>No. of Stat. Holidays Shut Down</b>
7 hrs. 30 min	5:2	250	104	11
8 hrs.	2:1	234	120	11
8 hrs.	5:2/5:2/4:3	234	120	11
8 hrs 20 min	5:2/4:3	224	130	11
9 hrs 20 min	4:3	199	155	11

**TABLE OF RECOGNIZED WORKDAY LENGTHS AND SHIFT PATTERNS  
FOR A 40-HOUR WORKWEEK**

<b>Length of Scheduled Workday</b>	<b>Shift Pattern</b>	<b>Number of Workdays</b>	<b>Number of Days of Rest</b>	<b>No. of Stat. Holiday Shut Down</b>
8 hours	5:2	250	104	11
10 hours	4:3	198	156	11
11 hours 25 min.	4:4	172	182	11
11 hours 25 min.	3:3	172	182	11
8 hours 26 min.	2:1	237	117	11
8 hours 54 min.	5:2/4:3	224	130	11
8 hours 36 min.	5:2/5:2/4:3	232	122	11

**MEMORANDUM OF UNDERSTANDING #2  
RE: EMPLOYEE EQUIPMENT AND CLOTHING**

**Purchase of Work Clothing**

Protective clothing is understood to mean wearing apparel which protects the employee's clothing from excessive dirt, grease, sparks or other chemicals.

The Employer agrees to supply the following protective apparel to employees: coveralls as required. Company will clean.

Individual issue welder's leather jackets and aprons where appropriate.

Issue rubber boots, aprons, gloves and goggles where appropriate when employees are cleaning or washing machinery or equipment.

Work gloves where the handling of materials is likely to puncture, abrade, or irritate the hands or arms.

Smocks, aprons, laboratory coats where the employee's clothes may be soiled due to the work situation.

Where work is to be performed in inclement weather, the necessary rain wear and gloves shall also be made available.

It shall be the Employer's responsibility to clean and maintain all the above items. The road crew and bridge crew shall have access to the laundry bin in the main shop.

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

**Safety Equipment - Replacement Provisions**

With the exception of boots and prescription glasses, the Employer will supply all safety equipment required for the job under Workers' Compensation Regulations. Where the Employer's regulations regarding safety footwear exceed Workers' Compensation Board Regulations, then the Employer shall supply such footwear. Where the following safety equipment is required by the Workers' Compensation Board it will be issued on an individual basis:

- hard hats and liners where required;
- safety gloves;
- safety or welding goggles and helmets;
- respirators (as required);
- protective hearing devices.

**MEMORANDUM OF UNDERSTANDING #3  
RE: YARD CLOSURES**

The Employer or the Provincial Government or Agency of the Government may close or relocate a yard.

These employees shall be entitled to one of the following options:

- 1) Voluntary transfer to the new or relocated yard, provided a vacancy exists.
- 2) Options pursuant Article 13.

**MEMORANDUM OF UNDERSTANDING #4  
RE: OTHER PREMIUMS AND ALLOWANCES**

**Uncertified Mechanic Allowance**

Machine Operators assigned by Mechanical Foreman to do work Mechanics normally do, other than established servicing procedures, will be paid an allowance of one dollar (\$1) per hour in addition to their Machine Operator rate of pay, instead of substitution pay.

**Steam Ticket Allowance**

Employees who held a Stationary Engineers Certificate on July 31, 1994, will be paid fifteen dollars (\$15) biweekly.

**MEMORANDUM OF UNDERSTANDING #5  
RE: SENIORITY BLOCKS**

This Memorandum defines the seniority blocks for Contract Area 22 and the geographic boundaries of each seniority block.

- (a) Each employee will be assigned a point of assembly, other than those described in Article 15.8, within his seniority block. Each of the following areas will be considered as a separate seniority block for the purposes of this Agreement:

Fort St. John  
Clayhurst/Cecil Lake  
Montney/Wonowon

Rose Prairie/Buick Creek  
Hudson's Hope  
Fort Nelson

*Note #1:*

*For the purpose of clarification, respecting the application of the above, the Bridge Crew and the Mechanical Crew(s) are considered in the Fort St. John seniority block.*

*Note #2:*

*Except as established through past practice or as mutually agreed to by the Joint Labour/Management Committee, the geographic boundaries of the seniority blocks are acknowledged to be as they were with the Ministry of Transportation and Highways.*

**MEMORANDUM OF UNDERSTANDING #6  
RE: MINIMUM ACCOMMODATION STANDARDS FOR CAMPS**

Prior to the assignment of any covered employees to an employer operated camp, the parties shall negotiate all relevant conditions for such operation.

**MEMORANDUM OF UNDERSTANDING #7**  
**RE: SICK BANK**

The Employer hereby agrees that monies due employees for sick bank credits while in the employ of the Provincial Government of British Columbia, will be accessed for pay out and sick leave as follows:

- (1) 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.
- (2) Where an employee has a sick bank, he may use such bank to supplement the Wage Indemnity Plan benefit.

Where the Provincial Government makes it possible to access such monies.

**MEMORANDUM OF UNDERSTANDING #8**  
**RE: STUDENT HIRE CRITERIA**

The Company has established the following criteria to determine how students will be hired and on what basis:

- (a) Students shall be recalled in order of seniority (see Article 33.12[f]) provided they meet the following criteria:
  - (1) All students must be registered to attend school for the purpose of continuing their education after the end of summer employment.
  - (2) All students must possess a flagging certificate before attending work.
  - (3) Employment will only be offered to students. The Employer may challenge the employee regarding their student status. Any difficulties or disagreements arising out of the challenge shall be dealt with at the Labour/Management Committee level.
  - (4) All students must have a valid Class 5 drivers licence.
- (b) If further vacancies exist after recall in order of seniority then the following point system will be used:
  - (1) Students who are son's or daughter's of employees will be awarded thirty (30) points.
  - (2) Students with valid Flagging tickets or WHMIS certificate will receive five (5) points, valid Flagging tickets and a WHMIS certificate will receive ten (10) points and those students with a valid Flagging ticket a WHMIS certification and an Emergency First Aid (ESO) ticket will receive fifteen (15) points.
  - (3) Students who are current in grade ten (10) or eleven (11) will be awarded five (5) points.
  - (4) Students who are graduating grade twelve (12) will receive ten (10) points.
  - (5) Students who are attending University, College or Trade School will receive fifteen (15) points.

Those students with the highest point rating will be offered employment. In the case of a tie the decision will be made by birthdays, those born earlier in the year will be considered to have more points.

**MEMORANDUM OF UNDERSTANDING #9  
RE: SPECIAL PROJECTS**

The Employer and the Union may agree to modifications to this Agreement that will be beneficial to securing additional work.

Modifications to this Agreement may be agreed to at an expedited pre-bid meeting attended by the staff representative for the Union, a union member of the Labour/Management Committee, a member of the affected work group and an employer's representative.

Any modifications will be on a project-by-project basis without precedent.

**MEMORANDUM OF UNDERSTANDING #10  
RE: TRAINING GUIDELINES**

(a) *General Rules*

- (1) Trainees will be given a course outline and appropriate training manuals.
- (2) If a trainee has demonstrated the ability to accelerate through training, exceptions to the normal accumulation of training hours will be made.
- (3) Employees who voluntarily withdraw from the training program or those rejected from further training as per Article 30.3(c) will not be eligible for further training for a six (6) month period.
- (4) Trainees will keep a log of all training hours, signed by the trainer.
- (5) The Training Coordinator will meet with trainees on a quarter (¼) annual basis to review training needs. During the meeting the trainee shall be given a summary showing hours of training-to-date, areas in which proficiency has been achieved, and areas in which further training is required. When a trainee has completed the program, he shall receive a written statement to that effect.
- (6) Trainers shall be bargaining unit members.
- (7) Employees who have operated tandem trucks for five hundred (500) hours shall be permitted to demonstrate their proficiency to the Company. Upon successful demonstration of their proficiency, they will be given the opportunity to complete classroom training. Upon successful completion they will be considered qualified.
- (8) Sign Truck trainees will be assigned by the Training Coordinator to work with the Sign Maintenance person so that the trainee will be exposed to all aspects of the position during the two hundred and fifty (250) hour program.

(b) *Required Training Hours*

The maximum required training hours for training shall be:

Excavator .....	250 hours
Backhoe .....	150 hours
Grader .....	600 hours
Sign Truck.....	250 hours
Tandem Truck Operators .....	150 hours
Loader .....	50 hours (non-production)
	200 hours (production)

(c) *Number of Qualified Trainees*

(1) Subject to operational requirements, the Employer shall endeavour to have:

**Fort St. John/Montney**

Excavator ..... 1 qualified trainee  
 Backhoe ..... 1 qualified trainee  
 Grader ..... 2 qualified trainees  
 Tandem ..... 4 qualified trainees  
 Loader ..... 1 qualified trainee  
 Sign Truck..... 1 qualified trainee

**Rose Prairie, Clayhurst (each)**

Backhoe ..... 1 qualified trainee  
 Grader ..... 1 qualified trainee  
 Tandem ..... 1 qualified trainee

**Fort Nelson and Hudson's Hope**

Grader ..... 1 qualified trainee  
 Tandem ..... 1 qualified trainee

(d) *Operator Positions*

(1) Vacancies for operators shall be filled as per the Collective Agreement.

(2) Should the trainee not wish to accept the offered vacancy he will be under no obligation to do so; but, the Employer may require him to substitute at that level until the vacancy can be filled.

**MEMORANDUM OF UNDERSTANDING #11  
 RE: MINIMUM STAFFING LEVEL**

(a) The Employer agrees to maintain the bargaining unit staff levels (regular employees only) to a minimum of forty-one (41) regular positions:

(b) It is understood that the total positions referred to in Clause (a) above, may be subject to fluctuation during the life of the Collective Agreement depending on future adjustments to the Ministry of Transportation maintenance contract with the Employer. Should either party have reason to desire a change to this total, the Bargaining Principals will meet with a view to reaching mutual agreement for a new minimum number.

(c) Any dispute which may arise respecting Clause (b) above, may be referred to arbitration for a determination.

(d) The Employer has the right to lay-off regular employees on or after May 17, 2004, in order to reduce the workforce to sixty-four (64) regular employees. Once this number is achieved, any further layoffs of regular employees will only be permitted as a result of a meeting as discussed in (b) above.

**MEMORANDUM OF UNDERSTANDING #12  
RE: SUSPENSION OF DRIVER'S LICENSE**

*Driver's License Suspensions*

(a) When an employee, who's main function is to operate equipment, has his/her driver's license suspended for fifteen (15) months or less and such suspension impacts on the ability of the employee to perform his/her job:

(1) The employee will retain his/her regular position on the workforce and shall be engaged in non-operator duties in which he/she is qualified. He/she 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. Such leave is without benefits or pension contribution, however the employee may continue benefits consistent with the provisions of Article 25.13.

(2) A letter shall be written by the Supervisor to the employee advising him/her of his/her status during the period of license suspension. In the same letter the employee shall be warned that any future license suspension from a separate incident will result in dismissal from employment.

In case of driver's license suspension on medical grounds, each case is to be examined on its own merits; referral to the Joint Labour/Management Committee. In determining any action with regard to the employee concerned, the recommendations of the Joint Labour/Management Committee must be taken into consideration.

(b) Where an employee who is required to hold a valid driver's license as a condition of employment has his/her driver's license suspended for more than fifteen (15) months per incident, the employee shall be dismissed immediately for just cause. This shall be confirmed in writing by the Employer.

(c) In the case of an employee who is on his/her initial probationary period (new employee), driver's license suspension will result in the recommendation being made for his/her rejection.

**MEMORANDUM OF UNDERSTANDING #13**  
**RE: GRAVEL HAUL**  
**MODIFICATION TO THE COLLECTIVE AGREEMENT**  
**by and between**  
**Yellowhead Road & Bridge (North Peace) Ltd.**  
**and**  
**BC Government and Service Employees' Union**  
**Local 1010**

In accordance with Memorandum of Understanding #9, a special project is agreed to as follows:

1. All Agreed to vacancies on the Gravel Haul will be distributed with the pay stubs to all regular and temporary employees and posted in all yards, for a period of fourteen (14) calendar days;
2. All employees, both regular and temporary shall have the right to bid and be considered for postings; postings will be awarded to the most senior qualified employee, subject to point 3 below;
3. In order for the Employer to maintain sufficient employees in each work group to do the work required by the Ministry, the Employer may limit the number of position awards to regular employees from each work group as follows:

Combined FSJ Road Crew & Montney/Wonowon Road Crew.....	6
Rose Prairie/Buick Creek.....	2
Hudson's Hope .....	1
Clayhurst/Cecil Lake .....	1
Bridge Crew * .....	1*
Mechanic Crew** .....	1**
Fort Nelson .....	1

Employees from the trades will only be considered provided that the crew meets minimum size and operational requirements.

- \* Bridge Crew: 1 supervisor, 1 TJB and 2 other workers
- \*\* Mechanic Crew: 1 TLM, 6 TJM and 1 welder

The number of temporary employees awarded positions will not be limited, because temporaries are not part of the regular workforce upon which the Employer depends to do the work required by the Ministry.

If the Employer does limit awards as above, and subsequently an employee withdraws from the Gravel Haul; the award shall be offered to original applicants from that work group in order of seniority.

4. The order of posting awards will be regular employees first, then temporary employees;
5. If Gravel Haul vacancies exist after all qualified regular and temporary employees have been considered; the qualified temporary employees who are laid-off shall be recalled. If further vacancies exist, the Company may hire new temporary employees who shall be subject to the Collective Agreement in an identical manner to all other new temporary employees;
6. Employees who bid onto the Gravel Haul will maintain their original seniority block status. Employees who do not bid onto the Gravel Haul will have their ability to take vacation based on the total crew size (including all crew members listed on their seniority list);
7. The Company will post for positions of Leadhand (Road Leadhand);

8. Leadhand duties will include: The type of duties outlined for Road Leadhands in Appendix 4 of the Collective Agreement, and the operation of a Truck or Grader;
9. Leadhand will be a union position and the first aid premium will be paid if applicable;
10. *Shifts*
  - (a) Two (2) thirteen hour and twenty minutes (13:20), two (2) static cycles:  
i.e.: Shift A - Monday, Tuesday, Wednesday  
Shift B - Thursday, Friday, Saturday  
  
Shifts shall be paid at thirteen point thirty-three (13.33) hours per day.  
  
Shift A will have eight (8) Truck Drivers, a Water Truck Driver, a Loader Operator, a Grader Operator, the Leadhand will operate truck or grader;  
  
Shift B will have eight (8) Truck Drivers, a Water Truck Driver, a Loader Operator, a Grader Operator, the Leadhand will operate truck or grader;  
  
It is understood that equipment and manpower numbers may fluctuate due to equipment availability and operational requirement;
11. *Alternate Duties*
  - (a) For time periods of one (1) shift or less where there is no work available on the Gravel Crew, employees will be assigned alternate duties as required by their supervisor.
  - (b) For time periods of more than one (1) shift where work is not available on the Gravel Crew, the least senior employee in the classification required from the shift doing the work will be reassigned to alternate duties.  
  
i.e.: If a truck breaks down on Shift A for more than one (1) shift the junior Truck Driver on Shift A will be assigned alternate duties until such time the equipment becomes available again. If the truck breaks down for one (1) shift or less the employee normally assigned to that job will be assigned alternate duties for the remainder of that shift.  
  
An employee assigned to alternate duties shall retain his Gravel Haul pay rate (see #12 Alternate Duties Beyond End of Shift Cycle for exception);
12. *Alternate Duties Beyond End of Shift Cycle*

Gravel Haul employees will not change shift cycles in the middle of a cycle. If an employee is reassigned to the Road Crew, due to a major mechanical breakdown or inclement weather, he will complete one (1) or more full Road Crew cycles before returning to the Gravel Haul cycle. His rate of pay while on the Road Crew will be his normal base rate of pay;
13. In the event of a change from one (1) cycle to another no employee shall be adversely affected in regards to days off;
14. *Overtime:*

All overtime provisions of the Collective Agreement shall apply.  
  
e.g.: thirteen hours and twenty minutes (13:20) straight-time, excess hours at time and one-half (1½x)
15. In the case of inclement weather or other unforeseen delays the Gravel Haul, every effort will be made to utilize the Gravel Haul Crew to haul winter sand;

16. *Consideration for Regular Full-Time Posted Vacancies*

All temporary and regular employees working on the Gravel Haul Project, who would otherwise be eligible for vacancies shall be considered for such vacancies in accordance with Articles 12.1, 12.2, 12.8 and 12.9 of the Collective Agreement.

17. Temporary employees on the Gravel Haul will accumulate hours for seniority purposes;

18. A temporary employee who is laid-off from the Gravel Haul must be given the option of returning to his former Assembly Point. If a subsequent opportunity arises to return to the Gravel Haul he must be given the option of returning to the Gravel Haul.

19. *Return to Original Worksites*

Upon the final conclusion of the Gravel Haul Project, Gravel Haul employees shall return to their original positions. If there are not enough positions for all returning Gravel Haul temporaries, then all position for temps shall be reassigned, with senior qualified temps having first preference and any layoffs shall be in reverse order of seniority (provided the senior temps are qualified to do the work available);

20. Prior to awarding the posting, both parties shall meet to review the applications;

21. Temporary employees working on the Gravel Haul will be permitted to bump temps off of the Road Crew or Bridge Crew only if they have previous experience on the crew they will be bumping onto;

22. The Employer may add more Operator positions during the term of the Gravel Haul. Qualified employees who bid in the spring and were unsuccessful shall be given first (1<sup>st</sup>) preference. If positions still exist, they shall be offered to qualified regulars and temps. If positions exist after that, the Employer may bring in new hire temps;

23. Pursuant to Labour/Management discussions on April 24, 1997; vacation entitlements shall be according to Article 18.1(d);

24. In the event that a need arises for more employees on the Gravel Haul; the General Manager and the Chief Steward shall agree on a fair method of filling the vacancies;

25. It is anticipated that a Packer Operator will be required but only for a very brief period(s). Such vacancies will be filled as follows: The Employer will offer the vacancy list to all laid-off regular employees in order of seniority; and then, if necessary, to all laid-off temporary employees in order of seniority.

26. Employees who bid onto the Gravel Haul will be paid their Gravel Haul pay rate for statutory holidays, vacation and Article 20 leaves.

27. Changes to this document will require mutual agreement between the Employer and the Union at the staff representative level.

**MEMORANDUM OF AGREEMENT  
RE: MODIFIED SUCCESSORSHIP**

WHEREAS the Employer has a highway maintenance contract with the Province of British Columbia to provide Road and Bridge Maintenance in Service Area No. 22; 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 British Columbia* 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 British Columbia.
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 British Columbia 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 British Columbia. Failing mutual agreement on the monetary value of each outstanding grievance, the Arbitrator assigned to arbitrate the outstanding grievance(s) shall establish the monetary value of 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 British Columbia.

The Province of British Columbia 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 British Columbia in writing of the proper amount to be held back. The monies withheld by the Province of British Columbia 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.

DATED at Prince George, British Columbia, this 14<sup>th</sup> day of January 2000.  
*Originally signed by the Union and the Employer on the above date.*