

**SIXTH COLLECTIVE AGREEMENT**

**respecting**

**Road Maintenance Service Area 15 (Thompson)**

**between**

**ARGO ROAD MAINTENANCE (THOMPSON) INC.**

**and the**

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

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

**B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION  
OFFICES APPLICABLE TO THIS AGREEMENT**

*(Toll Free Phone Numbers are Intended for  
BCGEU Member Use Only)*

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**GENERAL MANAGER: Tom Bone**

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Members of this bargaining unit are in BCGEU Component 10, Local 1005

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**DEFINITIONS**

For the purpose of this Agreement:

- (1) *"Bargaining unit"* means all employees of the maintenance contractor, in Service Area 15, except those excluded by the *Code* and 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 British Columbia in Service Area 15.
- (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) *"Day of rest"*, in relation to employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties of his position.
- (6) *"Demotion"* means a change from an employee's position to one with a lower salary.
- (7) *"Employee"* means a member of the bargaining unit and includes:
  - (a) *"regular"* meaning an employee who is employed for work which is of a continuous full-time or continuous part-time nature.
  - (b) *"auxiliary"* meaning an employee who is employed for work which is not of a continuous nature.
- (8) *"Employer"* means Argo Road Maintenance (Thompson) Inc. or the incumbent maintenance contractor for Service Area 15.
- (9) *"Holiday"* means the 24 hour period commencing at 0001 hours of a day designated as a paid holiday in this Agreement.
- (10) *"Hours travelled"* means hours spent travelling from point to point on an hourly or daily basis laid down by the Employer and does not include meal breaks, lodging time, or time spent other than travelling.
- (11) *"Lateral transfer"* or "transfer" means the movement of an employee from one position to another pursuant to Clause 13.7.
- (12) *"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 or 32.
- (13) *"Leave of absence with pay"* means to be absent from duty with permission and with current pay.
- (14) *"Leave of absence without pay"* means to be absent from duty with permission but without pay.
- (15) *"Mutual Agreement"* means agreement between the President of the Union or his/her designate and the Employer unless specified otherwise in this Agreement.
- (16) *"Point of assembly"* means that location where an employee regularly reports for work assignments within his seniority block.
- (17) *"Probation"* means the first 45 workdays of employment.
- (18) *"Promotion"* means a change from an employee's position to one with a higher salary level.

- (19) *"Qualified"* means that the employee meets the minimum requirements of the classification.
- (20) *"Ratification date"* means the date by which both parties have received the approval from their principals to execute the terms of the new Agreement. This Agreement was ratified on December 14, 2000.
- (21) *"Relocation"* means the movement of an employee from one seniority block or their regular point of assembly to another.
- (22) *"Resignation"* means a voluntary notice by the employee, in writing, that he is terminating his service on the date specified.
- (23) *"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.
- (24) *"Seniority block"* means that geographic area in which an employee earns and maintains seniority as per Memorandum of Understanding 5.
- (25) *"Service Area"* means the geographic maintenance area as negotiated between the Employer and the Province of British Columbia.
- (26) *"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.
- (27) *"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.
- (28) *"Spouse"* includes husband, wife, and common-law spouse.
- (29) *"Termination"* is the separation of an employee for just cause.
- (30) *"Travel status"* with respect to an employee means absence of the employee from his seniority block on the Employer's business with the approval of the Employer. The parties agree that an employee who starts and finishes his shift from his regular point of assembly within the negotiated work schedule will not be entitled to travel status.
- (31) *"Union"* means the B.C. Government and Service Employees' Union.
- (32) *"Workday"* is a period of 24 consecutive hours commencing with the starting time of any shift. For the purpose of calculating compensatory overtime rates only, the time worked prior to, but adjoining to, a shift shall be deemed as time worked after a shift.
- (33) *"Work group"* is a crew or number of crews which work from a common point of assembly and perform work of a similar nature in a defined geographical area. Where more than one work group works from a common point of assembly the work groups will be named by the Employer. Each group will operate independently for work schedule, substitution, allocation of overtime, training, and vacation purposes.
- (34) *"Work schedule"* means the roster of work hours and days, start and finish times, length of scheduled workday, shift patterns, and, where appropriate, averaging periods in order to meet the annual hours of work.

## ARTICLE 1 - PREAMBLE

### 1.1 Purpose of Agreement

The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union. The parties to this Agreement share a desire to improve the quality

of road and bridge maintenance for the travelling public. Accordingly, they are determined to establish, within the framework provided by the law, an effective working relationship at all levels.

## **1.2 Future Legislation**

In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement, and the parties hereto shall negotiate a mutually agreeable provision to be substituted. 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. The Employer has the right to make rules provided they are not inconsistent with this Agreement.

## **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 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 wherever this Agreement is silent, the provisions of the *Employment Standards Act* shall apply.

# **ARTICLE 2 - UNION RECOGNITION AND RIGHTS**

## **2.1 Bargaining Unit Defined**

- (a) The bargaining unit shall comprise all employees of Argo Road Maintenance (Thompson) Inc. 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 of British Columbia*.
- (b) Positions excluded by this Agreement shall be as described in Appendix 7 - Excluded Personnel.
- (c) New positions falling within the scope of the Agreement shall be included in the bargaining unit.

## **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**

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).

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

The Employer agrees that a copy of all correspondence between the Employer and any employee covered by this Agreement, pertaining to the interpretation of this Agreement as it applies to that employee, shall be forwarded to the President of the Union (or his/her 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 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 supervisor.

(b) The duties of a steward 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 section 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.

(d) Stewards who attend the worksite on a day of rest to meet with the Employer will be compensated at the applicable overtime rate.

**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 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, prominent positions on all mobile equipment operated by employees covered by this Agreement. The Union shall supply and, wherever necessary, replace such emblems of mutually agreeable size and type.

## 2.9 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 requires him to leave his 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.
- (d) The Union shall provide the Employer with 14 calendar days' notice prior to the commencement of such leave. The Employer will not unreasonably withhold the granting of such leave where less than 14 calendar days' notice is given.
- (e) "*Chief Stewards*" - leave of absence with current pay, benefits, and without loss of seniority will be granted to one Chief Steward for up to a combined maximum total of three days per year to deal with collective agreement related problems on the worksites within the Service Area. Further leaves will be granted as required as per Clause 2.10(a)(2).

## 2.11 Union Bargaining Committee

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

## 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, Executive Members, stewards, and staff.
- (d) The Employer shall, upon prior discussion, 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, photocopier and facsimile machines for

the purpose of conducting union business on the employee's time provided it does not interfere with operational requirements or result in any additional costs to the Employer.

**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**

**3.1 Condition of Continued Employment**

All employees shall, as a condition of continued employment, become members of the Union, and maintain such membership, upon completion of 15 days as an employee.

**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 no later than 28 days after the date of deduction and the Employer shall also provide the following information by Service Area on a computer disk:

- 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 monies deducted by the Employer from the pay of the employees in the bargaining unit.

(g) The Employer 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.

#### **4.2 Income Tax Receipts**

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

### **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 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 15 minutes sometime during the first five 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**

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

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

Management shall not perform bargaining unit work except in the following circumstances:

- (a) in an emergency situation where bargaining unit employees are not immediately available;
- (b) instruction of employees in addition to Operator Training as defined in Clause 31.3.

### **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 not to exceed three per party. The Committee



shall meet at the request of either party, but not less than every two months at a place and time to be mutually agreed. This committee may call upon additional persons for technical information or advice.

(b) The Committee shall be co-chaired alternately 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 steward present at such a discussion. If unresolved, an employee may, within 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. 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 within 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 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 21 calendar days of the date of receipt of the Employer's Step 2 reply or of the date it was due. The Union's area staff representative may:

- (1) submit the grievance to arbitration;
- (2) make application under Section 87 of the *Labour Relations Code* for a Settlement Officer;
- (3) where Section 87 is used, the 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 30 calendar days of the occurrence or first becoming aware of the action or circumstance giving rise to the grievance, at arbitration pursuant to Clause 9.1

### 8.6 Suspension or Discharge

In the event of a grievance arising from an employee's suspension or dismissal for just cause, 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. Grievances arising from suspension or dismissal shall be filed at Step 2 or arbitration within 21 days of the suspension or dismissal.

### **8.7 Time Limits**

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

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

### **8.8 Administrative Provisions**

Grievances and replies at Steps 1 and 2 of the grievance procedure, which are required in writing, shall be sent by 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 the appropriate office in which they are received.

### **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 to Arbitrate**

Pursuant to Clauses 8.4, 8.5, 8.6 and 10.4, the Union's area staff representative may submit a grievance to arbitration within 21 days of the date of receipt of the Employer's Step 2 response, or within 21 days of the date it was due, or within 21 days of the alleged violation.

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

The President of the Company or his/her designate shall meet (tele-conference acceptable) with the Union's representative within 15 days of receipt of the Union's notice of intent to arbitrate at which time the parties will attempt to resolve the grievance or, alternatively, explore common ground respecting the matter and agree upon an arbitrator as selected from the following list:

- Vince Ready
- Judi Korbin
- Ron Keras
- Richard Longpre
- Robert Blasina
- Wayne Moore
- Dave McPhillips

The Arbitrator shall be selected on a rotational basis in the above order, provided he/she is available to convene a hearing within 30 days. Should none of the Arbitrators be available within the 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 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 clause, 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) If the parties cannot reach agreement on a settlement and if the grievance is not the nature of:
  - (1) policy grievances;
  - (2) grievances requiring substantial interpretation of a provision of the Agreement;
  - (3) grievances requiring presentation of extrinsic evidence.
- (b) Then the parties may, by mutual agreement, submit the grievance to expedited arbitration.
  - (1) The following persons are named as Expedited Arbitrators and shall be appointed on a rotational basis, depending on availability, to hear cases, referred under this process.
    - Vince Ready
    - Judi Korbin
    - Ron Keras
    - Richard Longpre
    - Robert Blasina
    - Wayne Moore
    - Dave McPhillips
  - (2) If these named arbitrators are not available when required an alternate arbitrator may be appointed by agreement of the parties.
  - (3) The parties shall agree to location of hearings and wherever possible to be held at the nearest city to where the grievance arose.
  - (4) Grievance shall be presented by a designated representative of the Union and a designated representative of the company who will not be an outside lawyer.
  - (5) All presentations are to be short and concise with:
    - (i) Comprehensive opening statement dealing with the facts and provisions of the Collective Agreement upon which reliance is placed.
    - (ii) Limited use of precedential authorities.

- (iii) Parties endeavouring to conclude cases within one working day.
- (6) Nothing in the foregoing limits either party from introducing all the evidence they believe relevant to their case.
- (c) Decision will be:
  - (1) Rendered verbally to parties within three working days of the hearing.
  - (2) Confirmed in writing within two calendar weeks of the hearing.
  - (3) The written decision shall set forth a brief explanation of the facts and the terms of the Agreement/law relied upon for the decision.
  - (4) Without precedent or prejudice to future proceedings.
  - (5) Binding to both parties.
  - (6) Consistent with the terms of the Agreement.
- (d) By January 15 of each year, the parties will reserve a period of two working days (or more if required) tri-annually February, June and October, for hearings to address all outstanding grievances. Representatives of the parties will meet at least two weeks prior to the reserved dates to finalize an agenda of grievances to be heard.
- (e) Fees and expenses of the arbitrators shall be shared equally by the parties.

It is understood that changes to this procedure may be made at any time by agreement between the parties. Additionally, the hearings will be governed by the following guidelines which can be amended by agreement between the parties at any time.

- (1) A brief of pertinent documents will be jointly presented to the Chairman.
- (2) If possible, a statement of agreed to facts will be jointly presented to the Chairman.
- (3) Responses to opening statements will cover any facts which are in dispute and any additional facts available.
- (4) The hearing will be conducted in an informal manner with limited objections by the parties and without concern for procedural irregularities.
- (5) Hearsay evidence and extrinsic evidence will be allowed to be entered without objection from the opposing party and given the appropriate weight by the Chairman.
- (6) Witnesses will only be used to enter evidence relative to facts in dispute or for expert explanations and their testimony will be guided to the issues of fact.
- (7) Argument will be presented only to points in issue.
- (8) Mediation of the issue by the Chairman will be permitted if the parties both agree, but the parties must have authority to settle the issue at the table.
- (9) The parties shall equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.

### **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 Steward

- (a) An employee will be advised in advance of the subject or purpose of any meeting with the Employer which may be the basis of disciplinary action in order for the employee to contact a steward and have the steward present.
- (b) A steward will be advised in advance of the subject or purpose of any meeting with the Employer which may be the basis of disciplinary action against the steward in order for the steward to contact a union representative and have the union representative present.
- (c) An employee shall have the right to have his/her steward present at any discussion with supervisory personnel, which the employee feels may result in discipline.

### 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 at the time of filing.

### 10.4 Suspension or Discharge

In the event of a grievance arising from an employee's suspension or dismissal, 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 five calendar days. Grievances arising from suspension or dismissal shall be filed at Step 2 or arbitration within 21 days of the suspension or dismissal.

### 10.5 Probationary Period

Each new employee shall serve a probationary period of 45 working days from date of hire during which time the Employer shall assess suitability for continued employment.

The Employer, during the probationary period, may release the employee for unsuitability for continued employment, providing the factors involved in suitability could reasonably be expected to affect work performance.

Where an employee feels he has been aggrieved by the decision of the Employer to reject the employee during the probationary period, the Union may submit the matter to arbitration in accordance with Article 9 within 21 days of the date upon which the employee was notified of their rejection on probation.

### 10.6 Personnel File

An employee, or the President of the Union (or designate), with the written authority of the employee, shall be entitled to review the employee's personnel file(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 removed automatically after the expiration of 12 months from the date it was issued, provided there are no further infractions.

## 10.7 Abandonment of Position

An employee who fails to report for duty for five consecutive workdays, without informing the Employer of the reason for his/her absence, will be presumed to have abandoned his/her position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not having informed the Employer.

## ARTICLE 11 - SENIORITY

### 11.1 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 plus all service seniority accrued with previous maintenance contractors. Seniority shall be maintained and accrued except as specified in Clause 11.3 below.

(b) *"Service seniority for auxiliary employees"* shall be defined as the total number of straight-time hours worked with the Employer, plus all accumulated straight-time hours accrued with the Public Service of British Columbia, plus all accumulated straight-time hours accrued with previous maintenance contractors.

(c) When two or more employees have equal seniority, the order of establishing their relative seniority shall be determined by their auxiliary seniority. Should this not result in a break in the tie, the order of establishing their relative seniority shall be determined by the employee's service start date with the Province of British Columbia or with a maintenance contractor. Where the service start dates are equal, their relative seniority will be determined by chance as mutually agreed to between the employees and the Union.

### 11.2 Seniority Lists

The Employer will prepare seniority lists quarterly (January 1, April 1, July 1, October 1) for each Classification Series within a seniority block. The information will show each person's point of assembly, classification, regular or auxiliary status, seniority, and service start date. These lists will be posted on the appropriate bulletin boards with copies sent to the Union.

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

### 11.3 Loss of Seniority for a Regular Employee

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

- (a) is discharged for cause;
- (b) resigns his position;
- (c) is on layoff for more than 18 months;
- (d) accepts a position with the Employer which is outside the bargaining unit, except for temporary appointments of less than four consecutive months;
- (e) accepts a severance payment in accordance with Article 13;
- (f) refuses, while on layoff, an offer from the Employer of a regular position that he is qualified for in his seniority block;

(g) declines, while on layoff, three written offers of a temporary work assignment of less than four months, provided such employee has made a written election to accept auxiliary work during his layoff.

#### **11.4 Loss of Seniority for an Auxiliary Employee**

An auxiliary employee shall lose his seniority with the Employer in the event that he:

- (a) is terminated for cause;
- (b) voluntarily terminates or abandons his position;
- (c) is an auxiliary with less than 1200 hours of seniority who is not recalled for a work assignment in a nine month period, or is an auxiliary with 1200 or more hours of seniority who is not recalled for a work assignment in a 10 month period. Newly hired auxiliaries (as of September 22, 2003) have recall rights for six months from the date of layoff;
- (d) employees will have six months recall until they have amassed 500 straight-time hours at which time they will have nine months recall.
- (e) is unavailable for, or declines, three offers of re-employment pursuant to Clause 32.2(c)(3).

#### **11.5 Re-employment**

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

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

#### **12.1 Filling Vacancies Without Posting**

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

- (a) senior qualified regular employee in the Classification Series;
- (b) senior qualified regular employee in another Classification Series;
- (c) senior qualified auxiliary employee.

The classifications of TSS and TPS Mechanic and Foreman 3 and 4 will be posted pursuant to Clause 12.2.

#### **12.2 Filling Vacancies Through Posting**

- (a) Where the vacancy cannot be filled within the seniority block, the position shall be posted on designated union bulletin boards throughout the bargaining unit for 14 calendar days. Where there is more than one applicant for a position, the position shall be offered to the senior qualified applicant.
- (b) The parties agree that vacancies in the classifications of TSS and TPS Mechanic and Foreman 3 and 4 will be posted in accordance with this clause and that the selection of the successful applicant will be based on the relative abilities of the applicants. Where two or more applicants are equal in abilities then the senior employee will be the successful candidate.

#### **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 30 calendar days of posting. Except as noted in Clause 12.2(b), 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 Temporary Foreman Posting

Appointment of temporary Foremen (Winter Shift, Construction, and Maintenance Foreman 1 and 2) shall be made in accordance with the following:

- (a) a notice will be posted on all bulletin boards, preferably 45 days in advance, requesting that interested individuals provide written indication of their desire to be considered to the Manager. This notice is not considered a "posting" for the purposes of Clauses 12.1 and 12.2;
- (b) failure to apply in writing will indicate no interest in the position;
- (c) the Manager may or may not hold interviews in making his selection. Each selection will be made on the basis of seniority, subject to the employee meeting the required qualifications as defined in the Classification Specifications;
- (d) the name of the employee selected shall be placed on the bulletin boards.

## 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 travelling, accommodation, and meal expenses paid.

## 12.7 Trial Period

Where a bargaining unit employee is promoted, he will be placed on trial for a 45 workday 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 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.

## 12.8 Filling of Regular Vacancies

- (a) 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; regular vacancies created pursuant to (b) below, or any vacancies created as a result of an employee using this article. The Employer agrees to fill the vacancies or new positions within 30 calendar days.
- (b) Vacancies created as a result of a regular employee's absence on Long-Term Disability or Workers' Compensation shall be considered a regular vacancy for the purpose of this clause on the date the employee is determined to be permanently disabled from his own occupation.

Note: Until the regular employee complement reaches 40, the provisions of this clause are suspended or may be exercised at the sole discretion of the Employer.

## 12.9 Filling of Temporary Vacancies

- (a) The Employer shall fill vacancies of a temporary nature created as a result of an employee using any provision of this Collective Agreement, excluding vacation, which results in an absence exceeding 60 calendar days. The provisions pursuant to Clause 12.1 will be followed in filling such vacancies.



- (b) It is understood that employees who fill vacancies temporarily shall return to their former position and employee status should the employee referred to in Clause 12.9(a) return to his regular position.

Note: Until the regular employee complement reaches 40, the provisions of this clause are suspended or may be exercised at the sole discretion of the Employer.

### **12.10 Union Observer**

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

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

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

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

### **13.2 Options Upon Layoff**

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

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

The employee who bumps in accordance with (1), (2) or (3) above will not have his salary reduced. However, such employee shall not receive negotiated salary increases until the salary of the employee's new classification equals or exceeds the salary which the employee is receiving.

- (b) Opt to be placed on a recall list for a period of 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 while on the recall list.

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

- (1) An employee who has regular status prior to July 1, 2002, who at the time of layoff, shall be entitled to an amount calculated pursuant to (i) through (iii) below:

- (i) for the first year of completed employment, three weeks' current salary;
- (ii) for the second year of completed employment, three weeks' current salary;
- (iii) for each completed year thereafter, one-half (1/2) month's current salary.

- (2) An employee covered by the above provisions shall not receive an amount greater than nine months' current salary.

- (3) Regular employees who attain that status shall be entitled to severance notice or pay in lieu of notice in accordance with the *Employment Standards Act* but not to exceed eight weeks.

(4) It is understood that upon the expiry of the next MOT contract, the severance pay provisions shall cease and the notice provisions will become effective eight weeks prior to the termination of the MOT contract.

"Service", for the purposes of subsections (1) to (3) above, shall mean any service with the provincial government prior to December 1, 1988 plus subsequent continuous service with any and all contractors for road and bridge maintenance services in Service Area 15, to which this Agreement applies.

(d) Opt for early retirement.

(e) Fill a vacancy in another seniority block within the specific Service Area provided the employee has the necessary qualifications to perform the job. The vacancy must be at the same or lower rate of pay. An employee with three years' or more seniority shall be paid relocation expenses.

### **13.3 No Layoff of Senior Regular Employees**

(a) The Employer agrees that the 54 most senior regular employees within the bargaining unit will not be subject to layoff. This number will be further reduced by attrition and become zero at the end of the next MOT contract. This number may also be reduced by the removal of work, including road devolution or service area redefinition. In the event the scope of work in the service area is changed as described above, the parties agree to meet and to renegotiate the core group number. The party seeking the adjustment shall notify the other, in writing and the onus for justifying any proposed change shall rest with the party initiating this process. Discussions for any adjustment to the core group number shall be facilitated through the Joint Labour Management Committee, which will meet within two weeks of notice being given

(b) In the event the scope of work in the service area is changed as described above, the parties agree to meet and to renegotiate the core group number. The party seeking the adjustment shall notify the other, in writing and the onus for justifying any proposed change shall rest with the party initiating this process. Discussions for any adjustment to the core group number shall be facilitated through the Joint Labour Management Committee, which will meet within two weeks of notice being given.

(c) Should the parties fail to agree on an appropriate core group the matter shall be referred to arbitration pursuant to Article 9 for resolution. The Employer may implement the change until a settlement is reached.

### **13.4 Transfer Without Posting**

The Labour-Management Committee may grant a lateral transfer or voluntary demotion for:

- (a) compassionate or medical grounds to employees who have completed their probationary period;
- (b) employees who have become incapacitated by an illness or industrial injury.

The Committee will place an employee into a vacancy prior to posting pursuant to Clauses 12.1 and 12.2.

### **13.5 Temporary Assignment Within Seniority Blocks**

Employees may be asked to work in another Classification Series provided they are qualified to perform the work.

### **13.6 Relocation**

Regular employees who are permanently relocated will qualify for the provisions in Appendix 5.

## ARTICLE 14 - HOURS OF WORK

### 14.1 Hours of Work

The annual hours of work, exclusive of meal periods, but including paid holidays, shall be in accordance with Memorandum of Understanding 1. Annual hours means that all work schedules will be based on that figure in Memorandum of Understanding 1.

### 14.2 Work Schedules

(a) The Employer shall determine when various services are provided (hours of operation), the classifications of positions, and the numbers of employees required to provide the services, subject to Clause 14.1 above.

(b) Work schedules will be established by mutual agreement between the parties in accordance with the tables contained in Memorandum of Understanding 1. The annual hours of work specified in Memorandum of Understanding 1, Clause 1.1, shall not be changed by such work schedules.

Should the parties fail to agree on an appropriate work schedule, the matter will be referred to expedited arbitration, pursuant to Clause 9.6, for resolution. The Arbitrator, in making his determination, shall choose either the Company- or the Union-proposed work schedule for implementation. The foregoing will not preclude start-time adjustments subject to mutual agreement of the parties at the local level. Such adjustment will not be considered a "new" schedule for this clause.

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

### 14.3 Conversion of Hours

(a) "*Lieu days*": Where an employee is granted a lieu day pursuant to Clause 17.3, the time off granted per lieu day will be equivalent to the regularly-scheduled shift in effect at the time.

(b) "*Vacation*": Where an employee is granted vacation pursuant to Clause 18.1, the annual vacation shall be converted to hours on the basis of the 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 per designated paid holiday will be equivalent to the regularly-scheduled shift in effect at the time.

### 14.4 Rest Periods

All employees shall have two 15 minute rest periods in each shift in excess of six hours; one rest period to be granted before, and one after, the meal period. Rest periods shall not begin until one hour after commencement of the shift or not later than one hour before either the meal period or end of shift. Rest periods shall be taken without loss of pay to the employees.

### 14.5 Standby Provisions

Where regular employees are required to stand by to be called for duty under conditions which restrict their normal off-duty activities, they shall be compensated at straight-time in proportion of one hour's pay for each three hours standing by. An employee designated for standby shall be immediately available for duty during the period of standby at a known telephone number. No standby payment shall be made if an employee is unable to be contacted or to report for duty when required. The provisions of this clause do not apply to auxiliary employees who are not assigned a regular work schedule and who are normally required to work whenever called.

Employees required to stand by will not be required to stand by on two consecutive weekends or on two consecutive designated paid holidays, except by mutual agreement. This provision will not apply in emergency situations.

#### 14.6 Meal Periods

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

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

#### 14.7 Table of Recognized Workday Lengths and Shift Patterns

Workday lengths and shift patterns shall be in accordance with Memorandum of Understanding 1.

#### 14.8 Days of Rest

The normal days of rest, except as otherwise agreed, shall be Saturday and Sunday.

#### 14.9 Split Shifts

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

#### 14.10 Earned Time Off

- (a) Earned time off is to be considered as a "*straight-time*" credit and will be scheduled off by mutual agreement based on operational requirements. Such time off shall be scheduled by May 1 of each year.
- (b) If earned time off cannot be scheduled by mutual agreement by May 1 of each year, then the Employer, at his option, may schedule the employee for such time off or provide to the employee a cash payment in lieu of such time off at the double-time rate.

#### 14.11 Clean-up Time

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

### ARTICLE 15 - SHIFT WORK

#### 15.1 Definition of Shifts and Shift Premium Entitlements

SHIFT	DEFINITION	HOURLY PREMIUM
<i>Day</i>	All hours worked on any shift which starts between 6:00 a.m. and 1:59 p.m.	Not applicable
<i>Afternoon</i>	All hours worked on any shift which starts between 2:00 p.m. and 9:59 p.m.	Eighty-five cents (85¢)
<i>Night</i>	All hours worked on any shift which starts between 10:00 p.m. and 4:59 a.m.	One dollar (\$1)

### 15.2 Qualifying for Shift Premiums

- (a) An employee working a full shift which begins between 11:00 a.m. and 1:59 p.m. inclusive shall receive the shift premium for all hours worked after 2:00 p.m..
- (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 4:29 a.m. shall receive the shift premium for each hour worked during the callout period, up to the commencement of his regular scheduled shift.

### 15.3 Work Schedule Change Premiums

- (a) In the event that the work schedule or shift for a regular employee or an auxiliary employee working a scheduled shift roster is changed without 48 hours' advance notice, and such change is the result of the actions of another employee covered by this Agreement utilizing the benefits provided for by the provisions of this Agreement, the employee will receive a premium of fifty-five cents (55¢) per hour in addition to his regular pay, for work performed on the first shift to which he changed.
- (b) In the event that an employee's work schedule or shift is changed without five days' advance notice and the change results from causes other than that defined in (a) above, the employee shall receive a premium, at the applicable overtime rate, except that if the change results from no fault of the Employer, he shall not receive a premium at overtime rates but shall receive the premium defined under (a) above.

### 15.4 Exchange of Shifts

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

### 15.5 Shortfall of Annual Working Hours

There shall be no payback for shortfall of annual working hours in the shift systems 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.
- (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 24 hours between the start of an employee's shift and the start of his next shift, a premium calculated at the overtime rates will be paid for hours worked on the succeeding shift within the 24 hour period.

(b) Where an employee exercises seniority rights to work shifts, one of which falls within the 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**

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 assembly point.

### **15.9 Winter Weekend Shifts - Mechanics and Apprentices**

(a) Scheduling of agreed winter weekend shifts for employees currently employed as Mechanics and Apprentices shall follow the guidelines noted below:

- (1) *"Large shops"* - nine (9) or more employees:
  - (i) a maximum of two shifts daily on Saturday and Sunday;
  - (ii) two employees per shift;
  - (iii) no employee to work in excess of one weekend per month.
- (2) *"Small shops"* - eight employees or less:
  - (i) a maximum of one shift daily on Saturday and Sunday;
  - (ii) an employee will not be required to work in excess of two weekends per month;
  - (iii) as a result of working weekend days as described above, one day of rest will be taken in conjunction with the rest days for the preceding or following weekend.

### **15.10 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 five days' notice, the provisions of Clause 15.3(b) shall apply.

(b) However, it is agreed that wherever possible the negotiations of these shift schedules pursuant to Clause 14.2 should be undertaken at least 45 days prior to anticipated commencement and that days should be provided for any sign-up and selection process which is involved. The Employer will post the winter schedule listing the Operator classifications required for each shift and sign-up will be in accordance with Clause 15.6. The regular Operators on afternoon and night shifts will be paid that rate for the duration of the time that the specific equipment classification is required on winter shift. Employees required to operate a yet higher classification of equipment, for a period of time, will receive the appropriate substitution pay.

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

### **15.11 Reporting Pay**

An auxiliary employee called to work, shall be guaranteed the minimum of:

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

**15.12 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 of, 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 times (1½x) the straight-time rate.
- (d) *"Double-time"* means twice (2x) the straight-time rate.
- (e) *"Double-time and one-half"* means two and one-half times (2½x) the straight-time rate.

**16.2 Overtime Entitlement**

A regular employee or an auxiliary employee will be entitled to compensation for authorized overtime in excess of the scheduled daily hours, or for hours worked outside the negotiated work schedule(s). Overtime shall be compensated in 30 minute increments; however, employees shall not be entitled to any compensation for periods of overtime of less than five minutes per day.

**16.3 Sharing of Overtime**

- (a) Overtime work shall be allocated on a rotation basis in order of seniority, considering the availability of qualified employees within each Classification Series. Such equitable sharing (including auxiliary employees) shall be by seniority block. Note: *"Equitable sharing"* means allocation on a rotation basis.
- (b) The equitable sharing will be calculated separately for the winter and summer shifts.
- (c) The Employer shall maintain records of all offers of overtime by name, date, time, method of offer, the response to the offer, and any reasons for declines. Such records shall be available for viewing by all employees.
- (d) A list of overtime offered and worked, by Classification Series, shall be posted in each worksite and regularly maintained as such overtime is worked.
- (e) Should a dispute arise concerning the allocation of overtime, the Employer agrees that access to the overtime records shall be given to a union representative.

**16.4 Overtime Compensation**

- (a) Overtime shall be compensated at the following rates:
  - (1) time and one-half for the first two hours of overtime on a regularly-scheduled workday; and
  - (2) double-time for hours worked in excess of (1);
  - (3) time and one-half for all hours worked on a day of rest as per regular shift schedule.

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

- (b) An employee on travel status who is required to travel on the Employer's business outside his 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 scheduled daily hours, he 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 \$12.
- (b) If the employee continues to work overtime beyond the three hours, a further meal allowance and meal break as above shall be provided upon completion of an additional four hours worked, and upon the completion of every three hours worked thereafter.
- (c) When an employee is not on standby and is called out for overtime prior to his 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 clause will apply only to hours worked outside his regular shift times for a normal workday.
- (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

All employees shall have the right to refuse overtime work, except in an emergency situation, without being subject to disciplinary action. An employee on standby pursuant to Clause 14.5 shall not have the right to refuse callout or overtime work. Where all employees decline overtime work, the Employer will have the right to recall auxiliary workers from layoff.

### 16.8 Callout Provisions

An employee who is called back to work outside his regular working hours shall be compensated for a minimum of three hours at overtime rates. He shall be compensated from the time he leaves his home to report for duty until the time he arrives back upon proceeding directly to and from work.

- (a) Callout time which abuts the succeeding shift:
  - (1) If the callout is for three hours or less, the employee will be required to work the callout period and the whole of the abutting shift. In this case, compensation shall be at overtime rates for the callout period and at the straight-time rate for the regular shift.
  - (2) If the callout is for longer than three hours, the employee will be required to work the callout period and a portion of the abutting regular shift. The portion of the regular shift which must be worked will be regular shift less the amount that the callout exceeds three hours. Compensation shall be at overtime rates for the callout period and straight-time for the regular shift without shortfall.
- (b) For the purpose of (1) above, it is agreed that "*callout*" means that an employee has been called out without prior notice. "*Overtime or callout which does not abut the succeeding shift:*" When overtime is worked there shall be an elapsed time of eight hours between the end of overtime and the time the employee reports for duty on the next regular shift, with no shortfall out of his regular shift.
- (c) Time spent by an employee travelling to work or returning to his residence before and after callout shall not constitute time worked but shall be compensated at the overtime rate.



**16.9 Rest Interval After Overtime**

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

**16.10 Method of Compensation**

- (a) Overtime compensation shall be monetary or in time off at the employee's option. If the employee chooses time off, such time off shall be scheduled by mutual agreement between the employee and the Employer. If compensatory time off cannot be scheduled within 12 months of the date of election, cash payment shall be made.
- (b) When overtime is worked the employee shall indicate on his daily time card whether he elects to have such overtime compensation in all cash, all time off, or a fifty percent (50%) cash and fifty percent (50%) time off combination.
- (c) The Employer agrees that scheduling of compensatory time off shall not be unreasonably withheld. Between April and October of each year, the Employer will approve an employee's request for time off at least two weeks in advance of the time off being requested.

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

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

- (a) When a paid holiday falls on an employee's day of rest, the employee shall be entitled to a day off with pay in lieu which shall be scheduled by mutual agreement between the employee and the Employer.
- (b) If an employee is called in to work on the day designated as the lieu day pursuant to (a) above, he shall be compensated at the double-time rate.

(c) An employee who works on a designated holiday, which is not a scheduled workday, shall be considered to have worked overtime and shall receive his regular day's pay and shall receive additional compensation at the rate of double-time for all hours worked, except for Christmas and New Year's when the additional compensation shall be at the rate of double-time and one-half ( $2\frac{1}{2}x$ ) for all hours worked.

### **17.3 Holiday Falling on a Scheduled Workday**

An employee who works on a designated holiday, which is a scheduled workday, shall be compensated at the rate of time and one-half ( $1\frac{1}{2}x$ ) for hours worked, plus a day off in lieu of the holiday. Lieu days earned pursuant to this clause shall be scheduled by mutual agreement. However, where an employee works Christmas Day or New Year's Day, the rate will be double-time ( $2x$ ) plus a day off in lieu.

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

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

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

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

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

### **17.6 Paid Holiday Pay**

Payment for paid holidays will be made at an employee's basic pay, except if the employee has been working in a higher-paid position than his regular position for a majority of the 60 workdays preceding a paid holiday or has been pre-assigned to a higher-paid position pursuant to Clause 15.10, in which case he shall receive the higher rate.

### **17.7 Workday Scheduled on a Paid Holiday**

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

### **17.8 Paid Holidays for Auxiliary Employees**

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

## **ARTICLE 18 - ANNUAL VACATIONS**

### **18.1 Annual Vacation Entitlement**

- (a) "Definitions":

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

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

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

Vacation Years	Hours
First to fifth .....	120
Sixth .....	128
Seventh.....	136
Eighth.....	168
Ninth .....	176
Tenth .....	184
Eleventh .....	192
Twelfth to nineteenth.....	200
Twentieth and thereafter.....	240

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

## 18.2 Vacation Earnings for Partial Year

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

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

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

## 18.3 Vacation Scheduling

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

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

(c) "*Vacation period*":

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

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

(d) *"Preference in vacation"*:

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

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

(e) *"Scheduling of vacation"*:

(1) Vacation schedules will be posted between December 1 and December 15 for the period of January 1 through April 30, and between April 1 and April 15 for the period May 1 through December 31.

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

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

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

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

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

#### **18.4 Vacation Pay**

Payment for 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 60 workdays preceding his vacation, in which case he shall receive the higher rate. Where substitution has been performed at various levels, the rate paid for the purpose of this article shall be the classification that the majority of substitution has been performed within.

#### **18.5 Approved Leave of Absence During Vacation**

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

#### **18.6 Vacation Carryover**

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

who commenced prior to July 1 of that year, may carry over up to five days' vacation leave into their first vacation year.

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

### **18.7 Call Back from Vacation**

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

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

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

### **18.8 Vacation Leave on Retirement**

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

### **18.9 Vacation Credits Upon Death**

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

## **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. In the case of employees in receipt of STIIP benefits, such employees shall remain on payroll and benefit compensation payable by the carrier shall be remitted to the Employer.

## **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 regular rate of pay. Such leave shall normally not exceed 35 hours.

(b) *"Immediate family"* is defined as an employee's parent, spouse (including common-law spouse), child, brother, sister, father-in-law, mother-in-law, grandparent and grandchild, step parent or any other relative permanently residing in the employee's household or with whom the employee permanently resides.

(c) In the event of the death of the employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law, the employee shall be entitled to special leave at his regular rate of pay for one 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.

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

## 20.3 Family Illness

- (a) In the case of illness of a dependent child or spouse, dependent grandchild or parent in care of an employee, 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, dependent grandchild, or parent in care, the employee shall be entitled, after notifying his supervisor, to use up to a maximum of two 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 who seek election in a municipal, provincial, or federal election for a maximum period of 90 days;
- (b) for employees selected for a full-time position with the Union or any body to which the Union is affiliated for a period of one year;
- (c) for employees elected to a public office for a maximum period of five years;
- (d) for an employee elected to the position of President, Secretary-Treasurer or Vice-President of the B.C. Government and Service Employees' Union. The leave shall be for a period of three years and shall be renewed upon request.

## 20.5 Leave for Court Appearances

- (a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.

- (b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.
- (c) An employee in receipt of his regular earnings while serving at court shall remit to the Employer all monies paid to him by the court, except travelling and meal allowances not reimbursed by the Employer.
- (d) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.
- (e) For all the above leaves, the employee shall advise his supervisor as soon as he is aware that such leave is required.
- (f) Where an employee is required to be a witness as a result of his/her employment, during non-scheduled hours, the Employer shall grant equivalent time off. Such time off to be scheduled by mutual agreement.

### **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 of up to one year, which may be renewed by mutual agreement. Such leave may be without pay.

### **20.9 Elections**

Any employee eligible to vote in a federal, provincial, or municipal election, or a referendum, shall have four consecutive clear hours during the hours in which the polls are open in which to cast his 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 or for dependent children, dependent grandchildren or parents in care, permanently residing within the employee's home, shall be permitted, but where any such absence exceeds two hours, the full-time absence shall be charged to the entitlement described in Clause 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 Clause 20.12, the necessary time, including travel and treatment time, up to a maximum of three days, to receive medical and dental care at the nearest medical centre for the employee, his spouse, dependent child, or a dependent parent permanently residing in the employee's household or with whom the employee permanently resides. The Employer may request a certificate of a qualified medical or dental practitioner, as the case may be, stating that treatment could not be provided by facilities or services available at the employee's place of residence.

**20.12 Maximum Leave Entitlement**

The total of leaves taken under Clause 20.2, 20.3, and 20.11 shall not exceed a total of 10 days per calendar year, unless additional special leave is approved by the Employer.

**20.13 Emergency Service Leave**

When 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. Where notice of an emergency is forwarded to the Employer, the message shall be relayed to the appropriate employee immediately upon receipt.

**20.14 Canadian Armed Forces**

(a) Employees who participate in activities related to the Reserve Component of the Canadian Armed Forces may be granted leave of absence as follows:

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

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

**20.15 Donor Leave**

An employee shall be granted the necessary leave of absence with pay for the purpose of donating bone marrow or an organ.



## 20.16 Other Religious Observances

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

## 20.17 Extended Child Care Leave

Upon completion of maternity, adoption and/or parental leave, including any extension to such leaves, a regular employee will be entitled, upon written application, to a leave of absence without pay to care for the child. Subject to Clause 11.3(a), the following conditions shall apply:

- (a) The employee's application shall be submitted to the Employer at least four weeks prior to the expiration of Article 21 leave;
- (b) The combined length of leaves under this Clause and under Article 21 shall not exceed 18 months.
- (c) Upon return to work from this leave, the employee shall be placed in their former position or in a position of equal rank and pay.

## ARTICLE 21 - MATERNITY, PARENTAL, AND ADOPTION LEAVE

### 21.1 Maternity Leave

A pregnant employee shall qualify for maternity leave with benefit entitlement after completion of the initial probationary period.

- (a) For the purpose of this article, maternity leave of absence shall be effective if an employee has applied for, been granted, and has commenced her maternity leave.
- (b) Upon request the employee will be granted leave of absence without pay for a period of not more than six months.
- (c) The period of maternity leave without pay shall normally commence nine weeks before the expected date of termination of the pregnancy.
- (d) The Employer shall, with the agreement of the employee, defer the commencement of maternity leave for any period approved in writing by a qualified medical practitioner. Where an employee who is working becomes ill or injured within the nine week period defined in (c) above, the illness or injury shall be covered by the Employer's STIIP as follows:
  - (1) where the illness or injury is not directly related to the condition of pregnancy, STIIP coverage shall extend to the adjusted date of commencement of maternity leave;
  - (2) where the illness is caused through an abnormal condition of pregnancy and the employee returns to work before the scheduled commencement date of maternity leave, the period of absence will be covered by STIIP.
- (e) Maternity leave for employees in their initial probationary period and for auxiliary employees shall be in accordance with the *Employment Standards Act*.

**21.2 Adoption Leave**

- (a) Upon request, and after completion of the initial probationary period, an employee shall be granted leave of absence without pay for up to six months following the adoption of a child. The employee shall furnish proof of adoption, if requested.
- (b) Where both parents are employees of the Employer, the total period of adoption leave to be taken by either or both parents is six months (unless extended). The leave shall only be granted to one employee parent at a time. The parents shall decide the periods for which either or both of them will take the leave.
- (c) The period of adoption leave shall be the same as, or distinct from, the period of parental leave described in Clause 21.4, at the election of the parent.

**21.3 Parental Leave**

- (a) Upon written request an employee shall be entitled to parental leave of up to 12 months without pay.
- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the 12 months' parental leave between them.
- (c) Such written request pursuant to (a) above, must be made at least four weeks prior to the proposed leave commencement date.
- (d) Leave taken under this clause shall commence:
  - (1) In the case of a mother, immediately following the conclusion of leave taken pursuant to Article 21.1 or 21.2;
  - (2) In the case of a father, following the birth or adoption of the child and conclude within the 52 week period after the birth date or adoption of the child. Such leave request must be supported by appropriate documentation.

**21.4 Benefits**

- (a) The Employer shall maintain coverage for Medical, Extended Health, Dental, Group Life, and Long-Term Disability Benefits and shall pay the Employer's and the employee's share of these premiums and benefit costs during the period of any maternity, adoption, or parental leave (maximum of six months). The Employer will be entitled to reimbursement for the employee's share of these premiums and costs in the event that the employee does not return to work for a period of at least six months.
- (b) Notwithstanding any other provisions of this Agreement, vacation entitlements and vacation pay shall continue to accrue while an employee is on maternity, adoption, or parental leave for the first six months of such leave providing the employee returns to work for a period of at least six months. Vacation earned pursuant to this clause may be carried over to the following year, notwithstanding any other clause in this Agreement.

**21.5 Rights on Return to Work**

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

## 21.6 Extension of Maternity or Adoption Leave

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

## ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY

### 22.1 Statutory Compliance

The Union and the Employer agree that regulations made pursuant to the *Workers' Compensation Act*, the *Workplace Act*, or any other statute of the Province of British Columbia pertaining to the working environment, shall be fully complied with. First aid kits shall be supplied in accordance with this clause.

### 22.2 Safety Program

Pursuant to the WCB Industrial Health & 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 Labour-Management Committee and the appropriate Union Area Office(s).

### 22.3 Local Occupational Health and Safety Committee

- (a) The Employer shall initiate and maintain, at the regular place of employment, Local Occupational Health and Safety Committees where there is, subject to the provisions of Clause 22.1, a workforce of 10 or more workers in an operation or work area classified as "A" (High) or "B" (Medium) hazard rating by the WCB First Aid Regulations.
- (b) Employees who are representatives of this Committee shall not suffer any loss of current pay for the time spent attending a committee meeting, job site inspection, or accident investigation in accordance with the WCB Regulations.
- (c) Committee meetings shall be scheduled during normal working hours whenever practicable. Time spent by designated committee members attending meetings held on their day of rest or outside their regularly-scheduled hours of work shall not be considered time worked, but such committee members shall receive equivalent time off at the straight-time rate.
- (d) There shall be equal employee and employer representation and the chairing of such meetings will alternate between employees and the Employer.

### 22.4 Unsafe Work Conditions

No employee shall be disciplined for refusal to work on an assignment which, in the opinion of:

- (a) a member of the Occupational Health and Safety Committee; or
- (b) a person designated by the Occupational Health and Safety Committee; or
- (c) a Safety Officer; or
- (d) a steward at a worksite,

after an on-site inspection and following discussion with a representative of the Employer, does not meet the standards established pursuant to the *Workers' Compensation Act*. Where an employee acts in compliance with regulations which restrict unsafe work pursuant to the WCB Industrial Health & Safety Regulations (Section 8.24), he shall not be subject to disciplinary action.

## 22.5 Injury Pay Provision

An employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of his shift without deduction from STIIP leave.

## 22.6 Transportation of Accident Victims

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

## 22.7 Investigation of Accidents

- (a) Pursuant to the WCB Industrial Health & Safety Regulations section governing accident reports and investigations, all accidents shall be investigated jointly by at least one representative designated by the BCGEU and one 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) Occupational Health and Safety Committee Members;
  - (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.
- (d) Time spent in accident investigation will be considered time worked based on the employee's classification in effect at the time of the investigation. Applicable overtime will also be paid.

## 22.8 Occupational First Aid Requirements and Courses

- (a) The Union and the Employer agree that First Aid Regulations made pursuant to the *Workers' Compensation Act* shall be fully complied with. 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 when 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 per biweekly period or \$65 per month;
  - Occupational First Aid Certificate, Level 3 - \$42 per biweekly period or \$91 per month.

The allowance shall be prorated for partial months. Employees designated to act as the Occupational First Aid Attendant in addition to their normal duties will receive their full monthly allowance while on approved leave with pay or while on vacation leave with pay.

Where the Employer has an additional requirement for a First Aid Attendant on a temporary basis, then provided the employee acts as the First Aid Attendant for a minimum of 10 workdays in any month, he shall receive the full monthly allowance. If a grievance is not initiated in accordance with the prescribed time limits, such grievance shall be deemed to be abandoned by the Union. However, the Union will

not be deemed to have prejudiced its position on any future grievance. Notwithstanding the above, the parties may agree in writing to extend time limits by mutual agreement.

- (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 auxiliary 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 Clause 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.
- (6) The Employer agrees to promote an enhanced standard of Occupational First Aid Attendants, within each seniority block, that would try to achieve the goal of a minimum of one attendant designated per seniority block.

## **22.9 Unresolved Safety Issues**

The Occupational Health and Safety 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 Dangerous Goods, Special Wastes, Pesticides, and Harmful Substances**

When employees are required to work with or are exposed to any dangerous good, 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.

## **22.11 Video Display Terminals**

When employees are required to monitor video display terminals which use cathode ray tubes, then:

- (a) When a majority of an employee's daily work time requires monitoring such video display terminals, such employees shall have their eyes examined by an ophthalmologist or optometrist of the employee's choice at the nearest community where medical facilities are available prior to initial assignment to VDT equipment and after six months, a further test and annually thereafter if requested. The examination shall be at the Employer's expense where costs are not covered by insurance. Where requested, the Employer shall grant leave of absence with pay.

- (b) (1) Employees who are required to operate VDTs on a continuous basis shall be entitled to two additional 10 minute rest breaks per workday to be scheduled by agreement at the local level.
- (2) Employees required to continuously operate VDT's for three and one-half (3½) consecutive hours or longer but less than their full shift shall be reassigned to alternate work duties for one 10 minute period. Where alternate work duties are not available, employees shall receive a 10 minute rest break.
- (c) (1) Pregnant employees shall have the following options:
- (i) Not to continue monitoring video display terminals; or
- (ii) Not working in the area of one meter of video display terminals which use cathode ray tubes; or
- (iii) To work at a shielded video display terminal should one be present in the worksite.
- (2) When a pregnant employee chooses not to monitor such video display terminals, or chooses not to work in such an area, if other work at the same or lower level is available within the offices within her headquarters area, she shall be reassigned to such work and paid at her regular rate of pay.
- (3) Where work reassignment in (2) above is not available, a regular employee will be considered to be on leave of absence without pay until she qualifies for maternity leave.
- (d) Where employees are on leave of absence pursuant to (c) above, and opt to maintain coverage for medical, dental, extended health, group life and long term disability plans, the Employer will continue to pay the Employer's share of the required premiums.
- (e) The Employer shall ensure that new equipment shall:
- (1) have adjustable keyboards and screens;
- (2) meet the most stringent emission standards of the *Federal Radiation Emitting Devices Act* and other standards established by the Federal Health and Welfare, the BC Workers' Compensation Board or the Provincial Ministry of Health.

The Occupational Health and Safety Committee shall review and make recommendations to ensure that the lighting and the above standards recommended by the Ministry of Labour, Occupational Environment Branch, as outlined in the publication "*Working With Video Display Terminals*" are being met.

(f) The Employer shall ensure that any new office equipment required for use in conjunction with VDT's shall meet the standards recommended by the Ministry of Labour, Occupational Environment Branch, publication "*Working With Video Display Terminals*".

(g) The Employer shall continue to upgrade all existing equipment and facilities to meet the standards recommended by the Ministry of Labour, Occupational Environment Branch, publication "*Working With Video Display Terminals*".

## 22.12 Radio Contact or Employee Check

- (a) Where employees are required to perform duties in remote isolated areas, the Employer shall supply a readily available vehicle. Further, 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 Level 1 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 clause shall be referred to the Occupational Health and Safety 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.

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

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

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

The Local Occupational Health and Safety Committee will identify situations in accordance with the WCB regulation on heat stress when 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 health and Safety 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 Definition**

For the purposes of this article, "*Technological Change*" shall not include normal layoffs resulting from a reduction of the amount of work required to be done.

### **23.2 Recognition of Technological Change**

(a) Both parties acknowledge the overall advantages and necessity of technological change and the ongoing requirement to facilitate technological 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:

### 23.3 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 60 days' notice of a technological change.
- (b) Upon receipt of a notice of technological change pursuant to Clause 23.3(a) the Labour-Management Committee shall meet within 10 days to consult on the impact of the proposed change.
- (c) The written notice identified in Clause 23.3(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 Clause 23.3(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 subsection 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 within 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.

### 23.4 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 Contracting Out

- (a) The Union recognizes that the Employer is obligated by the terms of the maintenance contract with the Ministry of Transportation and Highways to utilize hired equipment and to subcontract highways road and bridge maintenance work on an annual basis.
- (b) Notwithstanding the requirements of Clause 24.1(a) above, the Employer and the Union are committed to the productive utilization of bargaining unit employees so as to minimize the requirement for the contracting out of work.

### 24.2 No Contracting Out Which Results in Layoff

The Employer agrees not to contract out any of the Employer's work presently performed by employees covered by this Agreement which would result in the laying off of such employees. The Employer will not be in violation of this clause by contracting out crushing, screening, dust lay (stabilization), mowing, flagging, rest area, landscape, or ditching (ditching machine only).

### 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 that will be beneficial to securing such work. These discussions are to take place at an expedited pre-bid meeting comprised of the Union's Labour-Management Committee representatives, a member of the affected work group, and the Employer's representatives. Any local modifications will be on a project-by-project basis without precedent. A checklist of parameters are set out in Appendix 4. However, the seniority provisions of this Agreement will not be altered. The time involved for the Union's members will be time worked at applicable rates.

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

It is agreed that, with the exception of warranty work, 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 or third party's equipment. When warranty work is done on the Employer's premises, an Argo Road Maintenance (Thompson) Inc. 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 day of the month following their appointment to regular status.

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

The Employer will provide a Short-Term Illness and Injury Plan (STIIP) that entitles regular employees to a benefit of seventy-five percent (75%) of pay for a period not to exceed six months in accordance with the coverages outlined in Appendix 9.

#### **25.3 Basic Medical Insurance Plan**

All regular employees may choose to be covered by the Medical Services Plan (MSP) of BC Benefits and premium rates shall be in accordance with the existing policy of the Plan.

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

Regular employees shall be entitled to coverage for Extended Health Care in accordance with the coverages outlined in Appendix 9.

#### **25.5 Dental Plan**

Regular employees shall be entitled to coverage for dental care in accordance with the coverages outlined in Appendix 9. Effective December 1, 1998 Part B coverage will increase to seventy-five percent (75%).

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

- (a) The Employer shall provide a mutually acceptable Group Life Plan with benefits equivalent to twice an employee's annual salary, with a minimum of \$100,000.

The Employer shall pay one hundred percent (100%) of the premium on the base minimum as set out above and the employee shall pay the premium for any insurance over the basic minimum.

- (b) *Accidental Loss of Life, Limb or Sight Indemnity* - The Employer has provided an Accidental Death and Dismemberment Plan with benefits equivalent to twice the employee's annual salary, with a \$100,000 minimum. The Employer shall pay one hundred percent (100%) of the premium on the \$100,000 base minimum and the employee shall pay the premium for any insurance over \$100,000. The Plan shall include the following provisions for accidental dismemberment.

For loss of life - the principal sum

<b>LOSS OF:</b>	<b>BENEFITS</b>
Life.....	100%
Both hands or both feet.....	100%
Entire sight of both eyes.....	100%
One hand and one foot.....	100%
One hand or one foot and entire sight of one eye.....	100%
One arm or one leg.....	75%
One hand or one foot.....	66 <sup>2</sup> / <sub>3</sub> %
Entire sight of one eye.....	66 <sup>2</sup> / <sub>3</sub> %
Four fingers of one hand.....	33 <sup>1</sup> / <sub>3</sub> %
Thumb and index finger.....	33 <sup>1</sup> / <sub>3</sub> %
All toes of one foot.....	12 <sup>1</sup> / <sub>2</sub> %
Speech and hearing in both ears.....	100%
Speech or hearing in both ears.....	66 <sup>2</sup> / <sub>3</sub> %
Hearing in one ear.....	16 <sup>2</sup> / <sub>3</sub> %

<b>LOSS OF USE OF:</b>	<b>BENEFITS</b>
Both arms or both hands.....	100%
One arm or one leg.....	75%
One hand or one foot.....	66 <sup>2</sup> / <sub>3</sub> %
Quadriplegia (total paralysis of both upper and lower limbs).....	200%
Paraplegia (total paralysis of both lower limbs).....	200%
Hemiplegia (total paralysis of upper and lower limbs of one side of the body).....	200%

**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 Long-Term Disability (LTD) Plan**

Regular employees shall be entitled to coverage for LTD in accordance with the coverages outlined in Appendix 9.

**25.9 Other Benefits While on STIIP/LTD/WCB**

- (a) The Employer shall maintain coverage for MSP, Extended Health, Dental Care, Group Life, Accidental Death and Dismemberment, STIIP, and LTD benefits, and Pension Plan contributions, and shall pay the Employer's share of these premiums while an employee is in receipt of benefits pursuant to STIIP and LTD.
- (b) Vacation entitlement and vacation pay for an employee on STIIP or a WCB claim shall continue to accrue to a maximum of six months while the employee is on leave. Vacation earned pursuant to this clause may be carried over to the following year pursuant to Clause 18.6.
- (c) On return from leave an employee shall be placed in his former position.

**25.10 Employer to Provide Coverage**

The Employer shall provide coverage as set out in the policies described in Clauses 25.2, 25.3, 25.4, 25.5, 25.6, and 25.8 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 Clause 25.6 above.

### **25.11 Workers' Compensation Benefits**

Where a regular employee is on a claim recognized by the Workers' Compensation Board, he shall be entitled to leave at his regular rate of pay up to a maximum of 152 days for any one claim in lieu of benefits as outlined in Appendix 1, Clause 1.2. In such cases, the compensation payable by the Workers' Compensation Board shall be remitted to the Employer.

### **25.12 Employee Assistance Program**

The Employer agrees to pay one hundred (100%) percent of the cost of fees for service for the Employee and Family Assistance Program which is currently established between the parties and is an assessment and referral service approved by the Employer.

### **25.13 Continuation of Benefits**

Subject to carrier approval, employees who are eligible for benefits under Clause 25.1 above, shall be entitled to maintain coverage as set out in the policies described in Clauses 25.3, 25.4, 25.5, and 25.6 above for a maximum period of six consecutive months immediately following the month in which an employee loses benefit coverage by prepaying the premium themselves.

### **25.14 Copies of the Benefit Plan**

- (a) A copy of the master contracts with the carrier for all the Benefit Plans contained within Article 25 shall be sent to the President of the Union and the appropriate BCGEU Area Office.
- (b) The Employer will develop a pamphlet detailing the provisions of the benefit plans for distribution to all employees eligible for coverage within 30 days of the signing of this Collective Agreement. The cost of such a pamphlet shall be borne by the Employer.

## **ARTICLE 26 - EMPLOYEE EQUIPMENT AND CLOTHING**

### **26.1 Protective Clothing**

- (a) Protective clothing is understood to mean wearing apparel which protects the employee's clothing from excessive dirt, grease, sparks, or chemicals.
- (b) The Employer agrees to supply protective apparel in accordance with Memorandum of Understanding 3.

### **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 Memorandum of Understanding 3.
- (b) Replacement of unserviceable items as provided for in Memorandum of Understanding 3 will be made upon surrender of the items to be replaced.

### **26.3 Lockers**

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

## 26.4 Replacement Provisions

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

## 26.5 Tools

- (a) No employees, other than those classified as Tradespersons, or Apprentices, will be required to supply work tools or equipment.
- (b) An employee shall furnish and replenish his 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 employees' hand tools has been done by the Employer in the past, this practice shall continue. It is understood that "*maintenance*", as used in this section, shall mean sharpening and keeping in good working condition.
- (d) The Employer will replace the employees' hand tools, pneumatic tools, power tools, and tool boxes required for the job, which may be lost, 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 tools approved by the appropriate Employer designate detailing the number, type, make, and serial number (if applicable) of each tool.
- (e) Premiums and allowances for tools shall be in accordance with Memorandum of Understanding 4.

## 26.6 Comprehensive Insurance

- (a) The Employer agrees to provide comprehensive insurance, and proof of same, covering tools, reference texts, and instruments owned by the employees and required to be used in the performance of their duties at the request of the Employer. The Employer shall pay any deductible amounts for comprehensive insurance.
- (b) Employees shall provide a comprehensive list of all tools requiring insurance and they shall update the list as necessary. This list shall be kept on the employee's personnel file.

# ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES

## 27.1 Paydays

- (a) Employees shall be paid biweekly every second Friday.
- (b) A comprehensive statement detailing all payments, allowances, pension contributions, and deductions shall be issued to the employee for each pay period.
- (c) The Employer will deposit, without cost to the employee, an employee's pay in a participating Chartered Bank, Trust Company, or Credit Union of the employee's choice on or before the appropriate payday.
- (d) The Employer will make a reasonable attempt to ensure that employees working shifts shall receive pay statements in accordance with the following:
  - day shift - on the payday;
  - afternoon shift - coming off the shift prior to the payday;
  - night shift - coming off the shift the morning of the payday.

**27.2 Rates of Pay**

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

**27.3 Substitution Pay**

- (a) When an employee temporarily substitutes in, or performs the principal duties of, a higher-paying position, he shall receive the rate for the job.
- (b) Where an employee works part days at a higher-paying position, for more than one-half (½) hour, he shall be paid the higher rate by one-half (½) day increments.
- (c) Substitution to a higher-paid position shall be offered to the senior qualified employee in the Classification Series within a seniority block.

**27.4 Rate of Pay on Reclassification or Promotion**

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

**27.5 Pay on Temporary Assignment**

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

**27.6 Wage Protection and Downward Reclassification of Position**

- (a) An employee shall not have his salary reduced by reason of a change in the classification of his position or placement into another position with a lower salary, except in cases where it is caused by the employee or as a result of Article 13 - Layoff and Recall.
- (b) Such employee shall not receive negotiated salary increases until the salary of the employee's new classification equals or exceeds the salary which the employee is receiving.
- (c) When the salary of the employee's new classification equals or exceeds the salary which the employee is receiving, the employee's salary will be implemented at the rate of his new classification.
- (d) Such employee shall receive the full negotiated salary increases for his new classification thereafter.

**27.7 Vehicle Allowance**

A vehicle allowance of thirty-two cents (32¢) per kilometre 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.

**27.8 Meal Allowances**

Employees on travel status away from their seniority block shall be entitled to meal allowances for the time spent away from their seniority block as follows:

Breakfast.....	\$8.50
Lunch.....	\$10.65
Dinner.....	\$18.05

**27.9 Cash Policy**

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

**27.10 Abnormal Working Conditions Premium**

Both parties to this Agreement recognize that employees should not be required to work under abnormal working conditions; however, where it is unavoidable, a premium allowance of \$1 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 above surrounding terrain. The premium allowance shall apply to actual time while exposed, except that time shall be calculated in one hour increments. This same premium shall apply to tree falling, working in confined areas, working with raw sewage, or welding and cutting of galvanized and aluminium material.

**27.11 Upgrading Qualifications**

Where the Employer requires an employee to upgrade his skills or qualifications in order to operate or maintain equipment, the cost of training and normal living and travel expenses as laid down in this Agreement will be borne by the Employer.

**27.12 Accommodation, Board, and Lodging**

Accommodation, board, and lodging allowances for employees required to work away from their seniority block shall be as per Appendix 5.

**27.13 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.

**27.14 Retirement Allowance**

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

**27.15 Telephone Allowance**

Employees on travel status who are required to obtain overnight accommodation will be entitled to claim for one five minute telephone call within British Columbia, for every night away.

**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 \$5 per day 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 Salary Rate Upon Employment**

The hiring rate of pay for a new employee shall not be higher than the rate of pay for an existing employee in the same classification.

**27.18 Salary Rate on Demotion**

Subject to Clause 27.6, when an employee is demoted, the employee shall receive the rate for the position.

## ARTICLE 28 - CLASSIFICATION SPECIFICATIONS

### 28.1 Classification Specifications

Classification Specifications shall be established at the bargaining unit level and are subject to mutual agreement between the Employer and the Union.

### 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 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 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 - HARASSMENT

### 29.1 Sexual Harassment

- (a) The Union and the Employer recognize the right of employees, to work in an environment free from sexual harassment. The Employer shall take such actions as are necessary respecting an employee engaging in sexual harassment.

Sexual harassment means sexually oriented verbal or physical behaviour which an individual would reasonably find to be unwanted or unwelcome, giving consideration to all surrounding circumstances and which may detrimentally affect the work environment. Such behaviour could include, but is not limited to:

- (1) touching, patting or other physical contact;
  - (2) leering, staring or the making of sexual gestures;
  - (3) demands for sexual favours;
  - (4) verbal abuse or threats;
  - (5) unwanted sexual invitations;
  - (6) physical assault of a sexual nature;
  - (7) distribution or display of sexual or offensive pictures or material;
  - (8) unwanted questions or comments of a sexual nature;
  - (9) practical jokes of a sexual nature.
- (b) To constitute sexual harassment behaviour may be repeated or persistent or may be a single serious incident.
  - (c) Sexual harassment will often, but need not, be accompanied by an expressed or implied threat of reprisal or promise of reward.
  - (d) Sexual harassment refers to behaviour initiated by both males and females and directed toward members of either sex.

## 29.2 Personal Harassment

- (a) The Employer and the Union recognize the right of employees, to work in an environment free from personal harassment and agree that employees who engage in personal harassment may be disciplined.
- (b) Personal harassment means verbal or physical behaviour that is known or ought reasonably to be known to be abusive or offensive to another person and may be discriminatory in nature, based upon another person's race, colour, ancestry, place of origin, political beliefs, religion, martial status, physical or mental disability, sex, age, or sexual orientation. Such behaviour could include, but is not limited to:
  - (1) physical threats or intimidation;
  - (2) words, gesture, actions, or practical jokes, the natural consequence of which is to humiliate, alarm or abuse another person;
  - (3) distribution or display of offensive pictures or materials.
- (c) To constitute personal harassment, behaviour may be repeated or persistent or may be a single serious incident.
- (d) Personal harassment does not include actions occasioned through the exercising in good faith the Employer's supervisory rights and responsibilities.

## 29.3 Harassment Complaint Procedures

In the case of a complaint of either personal or sexual harassment, the following shall apply:

- (a) An employee (complainant) who wishes to pursue a concern arising from an alleged harassment may submit a complaint in writing within six months of the latest alleged occurrence directly to the General Manager. Where the complaint is against the General Manager, it shall be submitted to the President or other employer designate. Upon receipt of the written complaint, the Employer shall notify in writing the designated union staff representative. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer.
- (b) An alleged harasser (respondent) shall be given notice of the substance of such a complaint under this clause and shall be entitled to attend, participate in, and be represented at any hearing pursuant to (f) below.
- (c) The Employer's designate shall investigate the complaint and shall submit his/her report to the General Manager in writing within 15 days of receipt of the complaint. The General Manager shall within 10 days of receipt of the reports give such orders as may be necessary to resolve the issue. The union staff representative, the complainant and the respondent shall be apprised of the General Manager's resolution.
- (d) Both the complainant and the respondent shall be given the option of having a steward present at any meeting held pursuant to the above investigation.
- (e) Pending determination of the complaint, the General Manager may take interim measures to separate the employees concerned if deemed necessary. Any possible permanent dislocation will impact on the harasser.
- (f) Where either the complainant or the respondent, in conjunction with the Union, is not satisfied with the General Manager's response, the Union will put the complaint, within 30 days, before a mutually agreed upon, independent adjudicator who specializes in cases of person harassment or sexual harassment. The adjudicator shall work with the parties to achieve a mutually acceptable resolution and if this is not achieved, the adjudicator shall have the right to:

- (1) dismiss the complaint; or



- (2) determine the appropriate level of discipline to be applied to the harasser.
- (3) make further recommendations as are necessary to provide a final and conclusive settlement of the complaint.
- (g) Disciplinary action taken against a harasser pursuant to this clause, shall not form the basis of a grievance.
- (h) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer will take appropriate action which may include discipline.
- (i) This clause does not preclude an employee from filing a complaint under Section 8 of the *BC Human Rights Act*. A complaint of personal harassment or sexual harassment shall not form the basis of a grievance.

Complaints under this Article shall be treated in strict confidence by all parties involved.

## **ARTICLE 30 - APPRENTICESHIP PROGRAM**

### **30.1 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.

### **30.2 Apprentices Attending School as Required by Provincial Government**

- (a) When an Apprentice is attending school as required by the provincial government he shall be paid his appropriate wage rate. Where eligible, the Apprentice shall apply for a wage allowance from the applicable provincial government ministry and shall remit this allowance to the Employer.
- (b) The Employer will advise Apprentices when they are eligible for a provincial government wage allowance.
- (c) Apprentices on travel status will qualify for board and lodging expenses while attending school required by the provincial government. Rates will be in accordance with Appendix 5.

### **30.3 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.

### **30.4 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.

### **30.5 Employment**

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

### 30.6 Apprenticeship Ratio

Through attrition the Employer agrees to target at least one Apprentice for every five Tradespersons throughout the Service Area. The Apprenticeship Program designates shall be established by the Labour-Management Committee after reviewing operational requirements.

## ARTICLE 31 - TRAINING AND SERVICE CAREER POLICY

### 31.1 Employee Training

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

- (a) establish an upgrading and/or training program for all trades or trades-related classifications;
- (b) ensure there are at least two regular employees (in excess of the normal Operators) trained and qualified to operate each type of equipment in each seniority block, e.g., single-axle dump truck, tandem dump truck, distributor truck, loader, grader gradall, etcetera;
- (c) where the complement in (b) above falls below two regular employees, the Employer shall, within two weeks, commence Operator training pursuant to Clause 31.3;
- (d) in seniority blocks with 10 or less regular employees, the number in (b) and (c) above should read one;
- (e) in addition the Labour-Management Committee will:
  - (1) discuss all new equipment brought into Service Area 15 with respect to training and rates;
  - (2) endeavour to negotiate technical training with new equipment;
  - (3) table all training costs and numbers twice a year.

### 31.2 Selection for Training

- (a) As required within a seniority block, training will be offered to employees in the following order:
  - senior regular employee within the classification;
  - senior regular employee within the Classification Series;
  - senior auxiliary employee within the classification;
  - senior auxiliary employee within the Classification Series.
- (b) When the Employer has met its obligation pursuant to Clause 31.1 above, the senior employee may not be eligible for further training until all other employees within the Classification Series have been offered training. However, when a new type of equipment is introduced the seniority process in (a) above will again apply.

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

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

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

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

#### **31.5 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.

#### **31.6 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.

### **ARTICLE 32 - AUXILIARY EMPLOYEES**

#### **32.1 Layoff and Recall**

- (a) Layoff of auxiliary employees shall be by classification in reverse order of seniority within a seniority block. The Employer shall provide the following advance written notification of layoff:
  - (1) five workdays' notice to auxiliary employees who have completed 500 straight-time hours since their previous layoff;
  - (2) ten workdays' notice to auxiliary employees who have completed 1,000 straight-time hours since their previous layoff.

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

- (b) Auxiliary employees on layoff shall be recalled in order of seniority within an assembly point provided the auxiliary employee is qualified to carry out the work which is available. Auxiliary employees are restricted to work assignments within their own seniority block unless the auxiliary employees from adjacent seniority blocks have declined a recall, or except in the case of emergency (short duration) assignments.
- (c) *"Offers of auxiliary work"*:
  - (1) Employees on layoff will be notified of available work by registered mail. Where that is not possible, contact will be by other means.
  - (2) If an employee receives notice of available work and declines the work offered, such decline will be considered to be a decline for purposes of Clause 11.4(d).
  - (3) An employee who declines work on three separate occasions in a six month period (January to June and July to December) shall lose his seniority and shall be considered terminated for just cause.

- (4) Auxiliary employees who are unavailable in the following circumstances will not have the decline or unavailability count as an occurrence for the purpose of Clause 11.4(d):
- (i) absence on a WCB or ICBC claim;
  - (ii) maternity leave;
  - (iii) absence on bereavement leave;
  - (iv) leave to participate in activities of a Reserve Component of the Canadian Armed Forces, or Provincial Emergency Program, or fire or police training seminars;
  - (v) illness; proof of illness may be required if the absence is greater than five days or where it appears a pattern of consistent or frequent illness of a dependent child or spouse of an employee, where no one other than the employee can care for the child; proof of illness may be required if a pattern of consistent absence is developing;
  - (vi) union leave per Clauses 2.10 or 2.11;
  - (vii) jury duty;
  - (viii) medical or dental appointments;
  - (ix) any approved leave of absence without pay.

(d) In the event that there is a requirement for an increase in the workforce, the Employer may hire new auxiliary winter shift employees, for orientation and training purposes only, prior to the recall of the former auxiliary 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.

### 32.2 Auxiliary Displacement

- (a) Within a seniority block, senior auxiliary employees may opt to displace junior auxiliary employees who have been recalled outside of the recall period or if a senior auxiliary is unavailable for recall pursuant to Clause 32.2(c)(4).
- (b) Senior auxiliary employees shall only be eligible to displace junior auxiliary employees if the displacement occurs immediately following the expiry of the leave(s) referred to in Clause 32.2(c)(4) above.
- (c) Where a senior auxiliary employee has displaced a junior auxiliary employee pursuant to Clause 32.3(a), the displaced auxiliary shall not be entitled to the notice of layoff provisions of Clause 32.2(a).
- (d) Where a senior auxiliary employee displaces a junior auxiliary employee pursuant to Clause 32.3(a), and where notice of layoff has been given pursuant to Clause 32.2, the Employer shall not be obligated to extend notice of layoff beyond that notice of layoff which has been given.

### 32.3 Health and Welfare

In lieu of health and welfare benefits, auxiliary employees shall receive compensation of seventy cents (70¢) per hour to a maximum of \$56 biweekly.

December 1, 2008 .....	\$ .80/hour to a maximum of \$64 biweekly
December 1, 2009 .....	\$ .90/hour to a maximum of \$72 biweekly
December 1, 2010 .....	\$1.00/hour to a maximum of \$80 biweekly

### 32.4 Recall of Auxiliary Employees

The Employer is not required to recall auxiliary employees who have worked 1950 hours in a 12 month scheduling period.

### 32.5 Vacation Entitlement for Auxiliary Employees

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

### 32.6 Application of Agreement

- (a) Except as otherwise noted in this Article, the provisions of Articles 13, 18, 19, 21, and 25 do not apply to auxiliary employees. The provisions of other articles apply to auxiliary employees except as otherwise indicated.
- (b) Where leave from work is required, auxiliary employees shall be entitled to the provisions of Article 20; however, such leaves shall be without pay and without loss of seniority.
- (c) For the purpose of Article 21, maternity and parental leave for auxiliary employees shall be in accordance with the *Employment Standards Act*.

## ARTICLE 33 - PENSION PLAN

### 33.1 Establishment of Pension Plan

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

### 33.2 Definition of Eligible Employee

"*Eligible employee*", for the purposes of the BCGEU Pension Plan, includes all regular employees, eligible auxiliary employees pursuant to Clause 32.1(b), as well as those employees as provided for in the *Pension Benefits Standards Act of British Columbia* who are eligible "*after completing two years of employment with earnings of not less than thirty-five percent (35%) of the year's maximum pensionable earnings as annually determined by Revenue Canada Canadian Customs and Revenue Agency in each of two consecutive calendar years.*"

### 33.3 Contribution Rates

The Employer's contribution rate to the Pension Fund shall be eight percent (8%) of each employee's gross monthly earnings. The Employer shall also deduct six percent (6%) from each eligible employee's gross monthly earnings and remit that amount, together with the Employer's required contribution on behalf of each employee, to the Pension Fund.

### 33.4 Definition of Gross Earnings

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

### 33.5 Remittance of Contributions

- (a) All Employer and employee-required contributions shall be paid no later than 10 days after the end of the payroll period in respect of which the contributions are applicable. The remittance shall be made in accordance with statutory regulations contained in Section 37 of the *Pension Benefits Standards Act* (RCBC 1991).
- (b) The Pension Remittance Report submitted by the Employer shall be sent on computer disk in ASCII format or compatible program language.
- (c) In the event that an employee leaves the BCGEU Pension Plan due to retirement, the Employer, upon request by the employee, agrees that all employee- and Employer-required contributions to the Pension Fund in respect to that employee shall be received by the Pension Fund no later than the end of the month in which the employee retires.

### 33.6 Late Remittance

In the event that contributions are not remitted in the manner provided in Clause 33.5 above, the Employer shall be subject to the following provision. For all funds in arrears, the Employer will remit the appropriate contribution identified in Clause 33.3 above, and the Employer will include a delinquency charge payment of two percent (2%) per month, compounding monthly, on behalf of each individual for whom a remittance is to be made to the Fund. Any month or portion thereof is deemed to be one 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.

### 33.7 Pension Contributions While Ill or Injured

Where an employee becomes disabled and is in receipt of Short- or Long-Term Disability income, or where an employee is in receipt of Workers' Compensation Benefits, pursuant to the provisions of Article 25, whether such provisions are insured or not, that employee shall have remitted by the Employer both Employer and employee pension contributions as set out in Clause 33.3. Where an employee is no longer on the payroll but in receipt of WCB or LTD Benefits, the Employer shall remit the Employer's portion only as set out in Clause 33.3. Such amount shall be based on the employee's pre-disability classification and gross monthly earnings, including any wage increases for that classification.

### 33.8 Discontinuance of Contributions

In the event that Employer-required contributions on behalf of eligible employees are discontinued for any reason, the Employer shall notify the local Union Area Office immediately in writing.

## ARTICLE 34 - EMPLOYMENT EQUITY

- (a) The Employer is 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;
  - (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.
  - (5) employees representing the Union on the local committee shall be on leave of absence without loss of pay for time on the local committee.

## **ARTICLE 35 - GENERAL CONDITIONS**

### **35.1 Point of Assembly**

Each employee will be assigned a regular point of assembly within his seniority block, such as a yard, maintenance depot, office, etcetera.

### **35.2 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 20 scheduled workdays, 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 workdays.

### **35.3 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 geographic location. For vehicle use under this clause and for return to the regular point of assembly, the driver must be a responsible employee (approved by the Employer) who is prepared to return the vehicle in an undamaged and serviceable condition. If such use results in a loss to a third party or to the vehicle as a result of the driver's ability being impaired by the use of alcohol or drugs, the employee will be expected to compensate the Employer for any portion of the loss which is not

payable by the Insurance Corporation of British Columbia because of impairment and will be subject to disciplinary action up to and including immediate termination.

### **35.4 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 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 proper performance of his 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, 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 of intended legal action against him;
- (2) when the employee himself requires or retains legal counsel in regard to the incident or course of events;
- (3) where any investigative body or authority first notifies the employee of investigation or other 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 might be the object of legal action; or
- (5) when the employee receives notice of any legal proceedings of any nature or kind.

### **35.5 Savings Bond Payroll Deductions**

An employee shall be entitled to have deductions from his salary assigned for the purchase of Canada Savings Bonds and British Columbia Savings Bonds.

### **35.6 Copies of Agreement**

(a) Copies of this 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:

SIXTH COLLECTIVE AGREEMENT  
respecting  
Road Maintenance Service Area 15 (Thompson)  
between  
ARGO ROAD MAINTENANCE (THOMPSON) INC.  
and the  
B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION  
Effective from December 1, 2006 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 Union will provide copies of the printed Agreement within 90 days of the signing. Ninety (90) days may be waived in extenuating circumstances.

### **35.7 Travel Advance**

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

### **35.8 Political Activity**

- (a) *Municipal and School Board Offices:*

(1) Employees may seek election to Municipal and School Board Offices provided that the duties of the Municipal or School Board Office, other than regular council or board meetings, do not impinge on normal working hours.

(2) Where Municipal Council or School Board meetings are held during the employee's normal working hours, the Employer shall grant leave without pay to attend such meetings.

- (b) *Federal and Provincial Offices:* There are no restrictions on employees engaging in political activities on their own time as campaign workers. If an employee is nominated as a candidate for election, the employee shall be granted leave without pay in accordance with Clause 20.4(a) to engage in the election campaign. If elected, the employee shall be granted leave of absence in accordance with Clause 20.4(c). If not elected, the employee shall be allowed to return to his former position.

## **ARTICLE 36 - TERM OF AGREEMENT**

### **36.1 Duration**

This Agreement shall be binding on the parties hereto and shall be effective from the date of signing and remain in effect until midnight November 30, 2011.

### **36.2 Notice to Bargain**

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

- (d) Where a party to this Agreement has given notice under section (a) above, the parties shall, within 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.

**36.3 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.

**36.4 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) and 50(3) of the *Labour Relations Code of British Columbia* is hereby excluded.

**36.5 Joint Orientation**

Within 90 days of ratification of this Agreement, a joint orientation session, involving all stewards, bargaining committee members, and supervisory personnel, shall be held without loss of pay to review the terms and conditions of this Agreement.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

\_\_\_\_\_  
Tom Bone, General Manager

\_\_\_\_\_  
Clint Dempster, Bargaining Chairperson

\_\_\_\_\_  
Jay Sharun, Employer Negotiator

\_\_\_\_\_  
Leonard Stittle, Bargaining Committee

\_\_\_\_\_  
Gary Bennett, Staff Representative - Negotiations

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

**APPENDIX 1**  
**SHORT AND LONG-TERM DISABILITY**

**PART 1 - SHORT-TERM ILLNESS AND INJURY PLAN (STIIP)**

**1.1 Eligibility**

- (a) Regular employees shall be covered by STIIP the first day of the month in which the employee becomes a regular employee.
- (b) Pay for a regular part-time employee under this Plan shall be based on his part-time percentage of full-time employment at date of present appointment.

**1.2 Short-Term Illness and Injury Plan Benefit**

- (a) In the event an employee is unable to work because of illness or injury he will be entitled to a benefit paid by the Employer, commencing on the second consecutive day of illness or the first day of absence due to an accident or hospitalization, of seventy-five percent (75%) of pay for a period not to exceed six months from date of absence (STIIP period).
- (b) The seventy-five percent (75%) benefit may be supplemented in one-quarter ( $\frac{1}{4}$ ) day increments by the use of the following:
  - (1) compensatory time off (CTO);
  - (2) banked earned time off (ETO), excepting where scheduled in a shift schedule;
  - (3) vacation entitlement.
- (c) The employees may use CTO or ETO to supplement the one day waiting period in (a) above.

**1.3 Recurring Disabilities**

- (a) Employees who return to work after being absent because of illness or injury, and within five 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 STIIP period as defined in Clause 1.2(a).
- (b) Employees who return to work after being absent because of illness or injury, and within five 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 six months of benefits under this Plan.
- (c) Employees who return to work after being absent because of illness or injury, and after working five 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 six month period of benefits under this Plan, except as provided in (d) below, where the STIIP period shall continue to be as defined in Clause 1.2(a).
- (d) Where an employee is returning to work after a period of illness or injury, and where the Labour-Management Committee, pursuant to Article 7, has approved such return on a trial basis for assessment and/or rehabilitation purposes, the STIIP period shall continue to be as defined in Clause 1.2(a). Such trial period must be approved during the period the employee is receiving STIIP benefits, however, the end of the trial period can go beyond the STIIP 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 six calendar months from the initial date of absence as defined in Clause 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 British Columbia, 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 three consecutive scheduled days of work;
  - (3) where at least 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

STIIP 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 one-quarter ( $\frac{1}{4}$ ) day accumulation that is being used to supplement the Plan, pursuant to Clause 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 Employment Insurance sickness benefits and WCB benefits payable;
- (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 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 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 clause 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, where an illness or injury occurs during a period of approved:
  - (1) educational leave;
  - (2) general leave of absence not exceeding 30 days;
  - (3) maternity leave, parental leave, or adoption leave, which prevents the employee from returning to work on the scheduled date of return, STIIP will be effective from the date of disability due to illness or injury and benefits will be paid for the balance of the seven 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 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 Employment Insurance Commission (EIC) Premium**

The parties agree that the complete premium reduction from the Employment Insurance Commission accruing through the improved illness and injury plan will be returned to the Employer.

### **1.9 Benefits Upon Layoff or Separation**

- (a) Subject to (b) and (c) below, regular employees who are receiving benefits pursuant to Clause 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 months of the effective date of the separation.
- (c) Benefits will continue to be paid in accordance with (a) above for which notice of layoff or separation was given prior to the commencement of the illness and if the illness commenced more than two months before the effective date of the separation.

## **PART 2 - LONG-TERM DISABILITY (LTD) PLAN**

### **2.1 Eligibility**

- (a) Regular employees shall be covered by the LTD Plan upon completion of six months employment 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 (½x) work on a regularly-scheduled basis, and must have completed six months' 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 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 months, including periods approved in Clauses 1.3(a) and (c), he shall be eligible to receive a monthly benefit equal to the sum of sixty-eight point three percent (68.3%) of monthly earnings, on the first \$2200 of monthly earnings and fifty percent (50%) of the earnings above \$2200.

- (a) The LTD benefit payment will be made so long as an employee remains totally disabled in accordance with Clause 2.3, and will cease on the date the employee recovers, or at the end of the month in which the employee reaches age 65, or resigns or dies, whichever occurs first.
- (b) An employee in receipt of LTD benefits will be considered an employee and will continue to be covered by Group Life, Extended Health, Dental, and Medical Services Plan Benefits. Employees will not be covered by any other portion of this Collective Agreement, but will retain the right of access to the Labour-Management Committee, pursuant to Article 7, and will retain seniority rights should they return to employment within six 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 LTD Benefit payments will have contributions required for the 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 own occupation for the first two 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 LTD 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 24 months of LTD 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 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 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 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 Clause 2.2(a), the provisions of Clause 2.3(c)(1) shall not apply until the employee is receiving a benefit under Clause 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 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 LTD benefits from this Plan if his 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 90 day period prior to the date of hire, unless he has completed 12 consecutive months of service after the date of hire, during which time he 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, or mental or nervous disorder that caused him 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 would be entitled if his 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 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 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 clause does not apply to a war disability pension paid under an *Act* of the Government 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 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 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 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 month, the subsequent disability shall be Line spacing change in order to end this Appendix so that the next Appendix starts at top of page so that the Wage Table will fit on one page. Line spacing changes back to normal at the top of Appendix 2. 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 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 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 18 months of absence without pay, except that if the leave is for educational purposes the maximum period will be extended to two 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 LTD 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**

LTD 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 claim reviewed by a Claims Review Committee composed of a medical doctor designated by the claimant, one individual designated by the Employer, and a medical doctor agreed to by the first two 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 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 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 Service 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 this Collective Agreement.

#### **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 3 - REHABILITATION**

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

- (a) For the purpose of this Part "*incapacitated*" shall mean where the employee is unable to perform all the duties of his own occupation as defined in Clause 2.3(a) of the LTD 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 10 workdays, forward the application to the Labour-Management Committee.
- (d) The 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 assessments, 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 shall be subject to Article 13 of this Agreement, excluding displacement options pursuant to Article 13.

**APPENDIX 2  
CLASSIFICATIONS AND RATES OF PAY**

Classifications	Hourly Rates Of Pay					
	Current Rate	Dec.1/06 (3%)	Dec. 1/07 (3%)	Dec.1/08 (3%)*	Dec.1/09 (3%)*	Dec.1/10 (3%)*
<b>ROAD MAINTENANCE SERIES</b>						
MO1 – Machine Operator 1	20.24	20.85	21.48	22.12	22.78	23.46
MO2 – Machine Operator 2	21.27	21.91	22.57	23.25	23.95	24.67
MO3 – Machine Operator 3	21.27	21.91	22.57	23.25	23.95	24.67
MO4 – Machine Operator 4	21.82	22.47	23.14	23.83	24.54	25.28
MO5 – Machine Operator 5	22.39	23.06	23.75	24.46	25.19	25.95
MO6 – Machine Operator 6	22.39	23.06	23.75	24.46	25.19	25.95
MO7 – Machine Operator 7	22.96	23.65	24.36	25.09	25.84	26.62
RF1 – Road Foreman 1	23.57	24.28	25.01	25.76	26.53	27.33
RF2 – Road Foreman 2	24.20	24.93	25.68	26.45	27.24	28.06
RF3 – Road Foreman 3	24.84	25.59	26.36	27.15	27.96	28.80
RF4 – Road Foreman 4	25.51	26.28	27.07	27.88	28.72	29.58
<b>SIGN MAINTENANCE SERIES</b>						
Sign Worker	21.82	22.47	23.14	23.83	24.54	25.28
<b>BRIDGE MAINTENANCE SERIES</b>						
TA Bridge Worker (70%)	16.94	17.45	17.97	18.51	19.07	19.64
TA Bridge Worker (80%)	19.87	20.47	21.08	21.71	22.36	23.03
TJ Bridge Worker	24.20	24.93	25.68	26.45	27.24	28.06
TL Bridge Worker	24.84	25.59	26.36	27.15	27.96	28.80
TS Bridge Worker	25.51	26.28	27.07	27.88	28.72	29.58
TSS Bridge Worker	27.91	28.75	29.61	30.50	31.42	32.36
<b>MECHANIC MAINTENANCE SERIES</b>						
TA Mechanic (80%)	19.87	20.47	21.08	21.71	22.36	23.03
TA Mechanic (90%)	22.36	23.03	23.72	24.43	25.16	25.91
TJ Autobody, Mechanic, or Welder	24.84	25.59	26.36	27.15	27.96	28.80
TL Autobody, Mechanic, or Welder	25.51	26.28	27.07	27.88	28.72	29.58
TS Mechanic	26.20	26.99	27.80	28.63	29.49	30.37
TSS Mechanic	27.63	28.46	29.31	30.19	31.10	32.03
TPS Mechanic	27.63	28.46	29.31	30.19	31.10	32.03
<b>INDUSTRIAL WAREHOUSE SERIES</b>						
Stock Worker 2	20.24	20.85	21.48	22.12	22.78	23.46
Yard Worker	20.24	20.85	21.48	22.12	22.78	23.46
TJ Industrial Warehouse Worker	22.39	23.06	23.75	24.46	25.19	25.95
TL Industrial Warehouse Worker	22.96	23.65	24.36	25.09	25.84	26.62
TS Industrial Warehouse Worker	23.57	24.28	25.01	25.76	26.53	27.33
<b>LABOURER FLAG PERSON</b>						
Labourer Flag Person	19.00	19.57	20.16	20.76	21.38	22.02
<b>FERRY OPERATOR</b>						
Ferry Operator	21.18	21.82	22.47	23.14	23.83	24.54

*\*Should the labour component of the annual price adjustment (COLA) exceed three percent (3%) the wage rates will be adjusted upwards to reflect the difference.*

Effective December 1, 2006	-	3%
Effective December 1, 2007	-	3%
Effective December 1, 2008	-	the greater of the Labour component of the Annual Price Adjustment (COLA) or 3.0%
Effective December 1, 2009	-	the greater of the Labour component of the Annual Price Adjustment (COLA) or 3.0%
Effective December 1, 2010	-	the greater of the Labour component of the Annual Price Adjustment (COLA) or 3.0%

**Auxiliary rates of pay**

All new hired auxiliary employees will be subject to graduated wage rates equivalent to the following rates of the established wage rates as set out in Appendix 2.

- Eighty percent (80%) of the wage rate up to 500 hours
- Eighty-five percent (85%) of the wage rate 501 to 1000 hours
- Ninety percent (90%) of the wage rate 1001 to 1500 hours
- Ninety-five percent (95%) of the wage rate 1501 to 2000 hours
- One hundred percent (100%) of wage rate for 2000 hours or more.

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.)

An employee designated as the "Area Training Operator" will receive a premium of fifty dollars (\$50) biweekly.

**APPENDIX 3  
RATES OF PAY FOR APPRENTICES**

**Two-Year Apprenticeship Program**

1st year ..... Sixty-five percent (65%) of certified Journeyman rate.  
 2nd year ..... Ninety percent (90%) of certified Journeyman rate.

**Three-Year Apprenticeship Program**

1st year ..... Sixty-five percent (65%) of certified Journeyman.  
 2nd year ..... Seventy-five percent (75%) of certified Journeyman rate.  
 3rd year ..... Ninety percent (90%) of certified Journeyman rate.

**Four-Year Apprenticeship Program**

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

**Five-Year Apprenticeship Program**

1st year .....	Sixty-five percent (65%) of certified Journeyman rate.*
2nd year .....	Seventy percent (70%) of certified Journeyman rate.
3rd year .....	Seventy-five percent (75%) of certified Journeyman rate.
4th year .....	Eighty-five percent (85%) of certified Journeyman rate.
5th 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.

**APPENDIX 4  
CHECKLIST ON CONTRACTING IN**

Pursuant to Clause 24.3, the participants in any pre-bid meeting may consider the following areas of the Collective Agreement for modifications.

**Article 12 - Training and Service Career Policy**

- Selection for Training
- Filling of Vacancies (for the positions under consideration)
- Clause 13.4 - Relocation
- Clause 12.5 - Temporary Foreman Postings

**Article 13 - Layoff**

- Notice of Layoff (at completion of project)
- Reduced options on Clause 13.2

**Article 14 - Hours of Work**

- Modification of straight-time hours (subject always to the *Employment Standards Act*)
- Increased Rest Periods
- Meal Period Modifications
- Days of Rest
- Scheduling of ETO
- Shift Rotation
- Clean-up Time
- Point of Assembly (travel time)
- Split Shifts
- Shift Premiums plus or minus (time and money)
- Short Notice of Shift Changes (Clause 15.3)

**Article 16 - Overtime**

- Compensation Levels (provided not less than *Employment Standards Act*)
- Sharing of Overtime
- Meal Allowance - plus or minus
- Right to Refuse
- Callout Provisions
- Rest Intervals

**Article 17 - Paid Holidays**

- Modifications subject to minimum Employment Standards Act

**Article 26 - Employee Equipment and Clothing**

- Protective Clothing plus or minus
- Safety Equipment - additions to
- Lockers at Temporary Point of Assembly
- Rates of Pay - plus or minus
- Substitution Pay
- Pay on Temporary Assignment
- Vehicle Allowance - plus or minus
- Meal Allowance - plus or minus
- Isolation Allowance - plus or minus
- Danger Pay and Dirty Money - additions to
- Accommodation, Board and Lodging, and Relocation expenses
- Return to Regular Point of Assembly
- Tools
- Telephone Allowance - additions to
- Employee Vehicle Use

**Article 32 - Auxiliary Employees**

- Layoff Notice
- Decline Exemptions (waiver of)

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

*Definitions* - for the purpose of this Appendix:

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

*"Headquarters"* is that area within a radius of 32 kilometres where employees ordinarily perform their duties.

*"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 employee and/or spouse, and for which evidence of title can be provided. *"House"*, *"residence"*, and *"property"* refer solely to the property occupied as the principal 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, etcetera) the following formula shall be used to determine the value of the private dwelling house for legal fee reimbursement purposes:

- value of an average serviced lot in or close to the nearest town;
- assessed value of actual house on site;

- total added value in above.

"Stationary employees" are employees who occupy positions that require them to:

- carry out their duties on a day-to-day basis at their headquarters; and/or
- travel from their headquarters for short periods of time; and/or
- travel from their headquarters more or less on a continuous basis, but whose assignments are of sufficiently short duration so that temporary headquarters cannot be practically assigned.

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

## **PART 1 - BOARD AND LODGING REGULATIONS**

### **1.1 Travel Status**

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

- (a) meal allowances as outlined in Clause 27.8;
- (b) accommodation reimbursement;
- (c) where private accommodation is used they will be entitled to forty dollars (\$40) per night.

## **PART 2 - RELOCATION EXPENSES**

### **2.1 Policy**

- (a) Relocation expenses will apply to employees who have to move from one headquarters or geographic location to another as a result of exercising rights in Clause 13.2(e).
- (b) 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 Accommodation:* The Employer shall grant, with no loss of basic pay, prior to relocation, at a time mutually agreeable to the Employer and the employee, up to five days' leave of absence 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 the 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 dependents, for the actual travel time, plus accommodation and meals, for up to seven 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 and as follows:
  - *Meals:* adults - full rate; children 12 and under - one-half (½) rate.
  - *Motel or hotel on production of receipts:* private lodging at old or new location at current rate.
- (c) *Dependent Relocation at Separate Time:* Where dependents of an employee relocate at a time different than the employee, the Employer shall reimburse the employee for his dependents' 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 Clause 2.3, the employee will be reimbursed for his dependents' meals at the new location for a period of up to seven days. The allowances will be in accordance with the current rate in this Agreement.

### **2.3 Living Expenses Upon Relocation at New Location**

After the first seven 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 dependents at the new location, a living allowance of \$12 per day up to a maximum of 30 days; or
- (b) the Employer shall pay an employee accompanied by dependents at the new location, a living allowance of \$15.50 per day up to a maximum of 60 days;
- (c) where an employee is receiving the payment in (a) above and is later joined by his dependents at the new location and the employee is still eligible for payment under this clause, the payment shall be as in (b) above. However, the maximum period of payment under (a) and (b) shall not exceed 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 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 \$25,000;
- (c) where necessary, insured storage up to two 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 own household effects and chattels, the employee shall receive one of the following allowances:
  - (1) three hundred dollars (\$300) for a move not exceeding a distance of 240 kilometres;
  - (2) six hundred dollars (\$600) for a move which exceeds a distance of 240 kilometres;
  - (3) one hundred and twenty-five dollars (\$125) where the employee is entitled to receive the amount pursuant to Clause 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 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 clause, then the Employer shall also arrange and pay for the following:
  - (1) 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:

- (i) the equivalent cost of moving a single-wide mobile trailer or home up to the maximum width allowed on highways with a permit; or
  - (ii) the real estate and legal fees involved in selling the extra-wide trailer up to a maximum of \$3500;
  - (2) comprehensive insurance to adequately protect the employee's household effects, chattels, and trailer during the move up to a maximum of \$25,000;
  - (3) the setting up and levelling of a mobile home or double-wide, at the new location, to a maximum of \$500 upon production of receipts;
  - (4) 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 headquarters area, the employee shall be entitled to reimbursement for costs covered in (a) above, up to a maximum of \$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 personal vehicle and one 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 or boat, 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 alternate further claim may be made:

- (a) when an employee purchases a private dwelling house in the new location - \$425;
- (b) when the employee is moving to rental accommodation in the new location - \$175;
- (c) when an employee is moving with a mobile home - \$125;
- (d) when the employee is moving to room and board - \$75.

The application for incidental expenses on relocation must be made by the employee on the appropriate form within 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 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 month's notice shall be given. Where less than one month's 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 headquarters 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 year of the effective date of relocation, an employee who purchases and/or sells his private dwelling house, will be entitled to claim for the following expenses upon production of receipts:

- (a) reimbursement of fees to a maximum of \$4,500 charged by a real estate agency for the selling of the employee's private dwelling home 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 \$750;
- (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:
  - (1) one percent (1%) of the first \$40,000 of the purchase price;
  - (2) one-half (½) of one percent (1%) of any amount of the purchase price above \$40,000;
  - (3) the total cost to the Employer under section (c) shall not exceed \$800;
- (d) where an employee purchases a reasonable amount of property, secures a joint mortgage (land and private dwelling), and begins construction within six 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;
- (e) the employee may only claim legal fee reimbursement in either (c) or (d) above, not both.

**APPENDIX 6  
SICK BANK FROM GOVERNMENT SERVICE**

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

- (a) where an employee opts for severance or early retirement he will receive an amount equal to fifty percent (50%) of accumulated sick leave credit on the date of severance or early retirement;
- (b) where an employee has a sick bank, he may use such bank to supplement the Short-Term Illness and Injury Plan Benefits.

**APPENDIX 7  
EXCLUDED PERSONNEL**

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

President	General Manager	Equipment Manager
Operations Manager	Payroll Clerk	Operations Assistant
Receptionist	Comptroller	

**APPENDIX 8  
ARBITRATOR'S AGREEMENT**

I, (Arbitrator Name) \_\_\_\_\_, agree that, in consideration of the acceptance by the B.C. Government and Service Employees' Union and Argo Road Maintenance (Thompson) Inc. of myself as an arbitrator, I will render a decision in writing within 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 days which lapse beyond the 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 calendar days of the appointed hearing date.

\_\_\_\_\_  
Arbitrator Signature

**APPENDIX 9  
BENEFITS COVERAGE**

**EXTENDED HEALTH CARE:**

The Employer will provide extended health care coverage for regular employees.  
The deductible is \$25 per single or family per year.  
The annual plan maximum is unlimited.

**Eligibility**

You are eligible for Group Benefits if you:

- are working full-time or part-time in a regularly scheduled position;
- are a member of an eligible class;
- are younger than the *Termination Age*;
- are residing in Canada, and have completed the waiting period stated in the commencement of coverage section below.

**Commencement of Coverage**

If you are actively at work on the effective date of the plan, you will be eligible for coverage immediately.

Employees are eligible for all benefits (except long term disability) on the first day of the month following appointment to regular status. You are eligible for long term disability coverage on the first day of the month following six months from your appointment to regular status.

You must be actively at work at your regular job, working a minimum of 20 hours per week for insurance to become effective. If you are not actively at work on the date your insurance would normally become effective, your insurance will take effect on the next day on which you are again actively at work.

**Termination of Coverage**

Your extended health coverage and that of your dependents terminates on the last day of the month in which one of the following occurs:

- your employment is terminated;
- the required premium is not paid;

- the Plan terminates;
- the date you reach the Termination Age.

### **Definition of Dependent - Extended Health and Dental Care**

For the purposes of eligibility, a dependent is defined as follows:

- a person to whom you are legally married, referred to as spouse;
- a person of the opposite or same sex, who has lived with you for at least one year, and is represented as your spouse;
- an unmarried child of yours or your spouse under the age of 21, provided that child is;
- financially dependent and living with you and your spouse;
- an unmarried child of yours or your spouse under the age of 26 and is in full-time attendance at a recognized school, college or university and is financially dependent on you or your spouse;
- an unmarried child of yours or your spouse to any age if the child is mentally or physically handicapped, living with and financially dependent on you or your spouse.

Once a dependent is removed from coverage, that dependent may not be eligible again for benefits.

**Prescription Drugs** - Drugs and medicines when prescribed by a physician and purchased from a pharmacy. Oral contraceptives and fertility drugs, to a maximum of \$2400 per lifetime.

**Hospital** – Charges made by an Acute Hospital for medical supplies and a private room, or a semi-private room if a private room is not available.

**Nursing** – Fees for a registered nurse for special duty nursing in an acute case when ordered by the attending physician.

**Ambulance** – Charges for ambulance service in an emergency, including transportation by rail, boat, scheduled airline, or in an acute emergency, air ambulance, to the nearest hospital equipped to provide the required treatment. When approved by the attending physician, charges for similar transportation from one hospital to another will be reimbursed.

### **Equipment and Appliances**

The following charges are eligible when prescribed by a physician:

- charges for oxygen, blood, or blood plasma as well as ostomy or ileostomy supplies; artificial limbs, (excluding myoelectrical limbs) artificial eyes, crutches, splints, casts, trusses and braces;
- custom-made orthopaedic shoes and repairs to these shoes, orthotic devices and modifications to stock item footwear (including arch supports) for the proper management of foot problems.

Maximum coverage is \$500 per adult and \$300 per child, per calendar year. Replacements will only be covered when necessitated by normal wear or when there is a change in medical condition as prescribed by a physician.

Rental (or purchase if more economical) of a wheelchair or an electric scooter, walker hospital type bed, iron lung or necessary equipment for therapeutic treatment. Electric wheelchairs are only covered when the physician certifies that the patient is not capable of operating a manual wheelchair.

- Two pairs of surgical stockings per person per calendar year.
- One mastectomy brassiere per person, per breast prosthesis, to a lifetime maximum of two.

- Insulin, including needles and syringes for its use, Medi-jector II, Glucose Monitors and any supplies required for their use; when prescribed by a physician and upon approval by the plan carrier, the reasonable and customary cost of an insulin infusion pump; charges for repairs or replacements will be considered only after expiration of warranty.
- Wigs or hairpieces required as a result of medical treatment or injury, to a maximum of \$500 per person per calendar year.

### **Special Services**

The following fees for special services are covered (except where the service provider is related to you or residing with you or your dependents) subject to the specified limits.

- registered physiotherapist;
- registered massage therapist to a maximum of \$500 per person per calendar year;
- registered speech therapist to a maximum of \$500 per person per calendar year;
- registered chiropractor including one x-ray, to a maximum of \$500 per person per calendar year;
- registered podiatrist including one x-ray to a maximum of \$500 per person per calendar year;
- registered naturopathic physician including one x-ray to a maximum of \$500 per person per calendar year;
- registered psychologist to a maximum of \$500 per person per calendar year;
- charges made by a physician for a medical examination required by law for employment purposes, provided that the charges are not covered under the Collective Agreement.

**Note:** For visits to these paramedical practitioners eligible under MSP, reimbursement will be limited to the applicable user fee.

### **Smoking Cessation**

Nicotine Patches or Nicotine Gum when prescribed by a physician are covered to a lifetime maximum of \$500 per person

### **Hearing Aids**

The cost of hearing aid when prescribed by a physician or when supplied by an audiologist on the recommendation of a physician, to a maximum of \$500 per person every 60 months. Repairs are eligible however, batteries, recharging devices and other accessories are not.

### **Vision Care**

The cost of lenses and frames or contact lenses, when prescribed by an ophthalmologist or an optometrist are covered to a maximum of \$200 every 24 months per adult and \$200 every 12 months per child.

### **Eligible Expenses Outside Your Province of Residence**

In the event of an emergency while travelling outside your province of residence, payment will be made for the following services:

- charges for medical supplies and a semi-private room or a private room if a semi-private room is not available;
- customary charges for the services of physicians, and laboratory and X-ray services when ordered by the attending physician will be reimbursed to the extent that such charges exceed the amounts allowed under the government plan in your province of residence;

- fees for a registered nurse or special duty nursing in an acute case will be reimbursed up to the amount that would have been paid if the service had been provided in your province of residence;
- charges for prescription drugs when prescribed by a physician to alleviate the acute case;
- charges for ambulance services to the nearest hospital equipped to provide the required treatment;
- charges for a regular scheduled flight, when ordered by the physician, from the original hospital to the acute hospital nearest your place of residence equipped to provide the required treatment;
- charges for emergency medical services and supplies that would be covered under the provincial government Medical Services Plan, if the emergency had occurred in your province of residence.

**Note:** Out of province claims may be submitted directly to the plan carrier. It is not necessary to send your receipts to the Ministry of Health for reimbursement of out of province medical expenses.

### **Limitation for Retirees**

Retirees and/ or their dependants are not eligible for the following:

- expenses incurred outside of Canada for a medical emergency that occurs more than 30 days after their date of departure from Canada.
- expenses incurred outside of Canada for a pre-existing condition which was diagnosed or treated within 90 days immediately prior to their date of departure.

### **Survivor Benefit**

A dependent shall continue to be eligible for benefits without further payment of premiums by the Contract holder until the earliest of the following occurs:

- twenty-four months following the date of your death;
- the person ceases to be a dependent other than as a result of your death;
- the contract is terminated;
- the dependent becomes eligible for coverage under another group contract.

### **Expenses Not Covered**

The Plan does not cover the following services or charges:

- expenses for any follow-up treatment of an Acute Case Emergency occurring outside your province of residence after initial treatment;
- vitamin injections or preparations, food and mineral supplements, drugs or supplies used to suppress an addiction, drugs which do not by law require a prescription, drugs not approved under the *Food and Drugs Act* for sale and distribution in Canada;
- non-prescription drugs;
- services of any health care specialist who is related to, or living with the insured person;
- cosmetic services or supplies or elective surgery;
- any amount of fees in excess of the usual or recognized fees for the services performed;
- any expenses paid for by provincial or federal government programs such as Pharmacare, Medical Services Plan, Workers' Compensation Board or motor vehicle insurance plan;
- services required because of war, riot, or self-inflicted injury, while sane or insane;
- services required because of participation in, attempt or commission of a criminal act;

- any expenses incurred prior to enrolment of a person who is in hospital at the time of enrolment in the Plan;
- expenses for medical treatment, services or supplies relating to pregnancy incurred by a pregnant member or dependent while travelling outside Canada within 21 days of the expected termination date of her pregnancy as determined by her physician.

## DENTAL PLAN

<b>Deductible</b>	Nil
<b>Co-Insurance</b>	Basic Services, 100% Major Restorative Services, 75% Orthodontic Services, 50%
<b>Plan Maximums</b>	Basic Services, unlimited Major Restorative Services, unlimited Orthodontic Services, \$2,500 lifetime maximum per person

## Termination

Your coverage and that of your dependents terminates on the last day of the month in which one of the following occurs:

- your employment is terminated;
- the required premium is not paid;
- the Plan terminates;
- the date you reach the Termination Age.

## Your Responsibility

Should you require dental work in excess of \$300, request that your Dentist submit a Pre-Authorization to the service provider (insurer, as noted above) prior to commencement of work. This will advise you of any expenses not covered by the plan and any personal expenses you may have to incur.

The covered employee must sign all claims form prior to the Dental Office forwarding the claim for reimbursement. Please review the claim form and ensure that all necessary information (Employer Name, policy number etc.) are complete. Should any necessary information be omitted from the claim form, reimbursement will be delayed.

## Dental Care

The Dental Plan pays for those services routinely performed by general practicing dentists and denturists as well as those performed by specialists, providing you have been referred by a general dental practitioner.

## Benefit and Co-Insurance

Expenses will be reimbursed in accordance with the current British Columbia Dental Fee Schedule.

## Survivor Benefit

A dependent shall continue to be eligible for benefits without further payment of premiums by the Contract holder until the earliest of the following occurs:

- twenty-four months following the date of your death;
- the person ceases to be a dependent other than as a result of your death;
- the contract is terminated;
- the dependent becomes eligible for coverage under another group contract.



**Eligible Expenses****Basic Services (Part A)**

Benefits under this section cover those services routinely performed by a general dental practitioner to maintain teeth in good order and to restore them to good order.

Eligible expenses in this category will be reimbursed at the rate of 100% with an unlimited maximum.

Diagnostic Procedures to assist the dentist in determining the correct treatment are covered according to the following schedule;

<b><u>Service</u></b>	<b><u>Limit</u></b>	<b><u>Period</u></b>
Standard oral examination	twice	calendar year
Complete oral examination	once	24 months
Full mouth x-rays	once	24 months

In addition there are annual limits for x-rays as set out in the BC Dental Fee Schedule.

**Preventative**

Procedures to prevent the occurrence of oral diseases are covered according to the following schedule;

<b><u>Service</u></b>	<b><u>Limit</u></b>	<b><u>Period</u></b>
Prophylaxis	twice	calendar year
Fluoride	twice	calendar year
Pit and fissure sealants	once per tooth	24 months

**Space Maintainers**

The appliance is covered if the primary purpose is to maintain space but the cost of the wire and visits is not covered.

**Surgical**

Extractions and other basic surgical procedures performed by a dentist, including pre and post-operative care and general anaesthetic.

**Restorative**

Filling teeth with amalgams, composites (including white fillings on all permanent teeth) and stainless steel crowns to restore surfaces that have broken as a result of decay.

**Gold Foil**

Fold foil can be used to repair teeth with existing gold restorations.

**Prosthetic repairs**

Repair of fixed appliances (only by a dentist) or repair of removable appliances (either by a dentist or a denturist). Reline of fixed or removable appliances by a dentist or a denturist is allowed once every 6 months.

**Endodontics**

Pulpal therapy and filling of root canals.

**Periodontics**

Treatment of diseases of the soft tissue and the bone surrounding and supporting the teeth.

**Major Restorative Services (Part B)**

The benefits under this section are those services required for major reconstruction of teeth that have deteriorated and for replacement teeth.

Eligible expenses in this category will be reimbursed at the rate of 75% of with an unlimited maximum. The following services are covered;

**Crowns and Bridges**

To replace missing teeth with a fixed prosthetic. Crowns and/or bridges may be replaced once every 60 months.

**Dentures**

To replace missing teeth with a removable prosthetic. One set of full upper and lower dentures (provided by either a dentist or denturist), and one set of partial dentures (provided only by a dentist), will be covered once every 60 months.

**Inlays and Onlays**

Repair of teeth with inlays or onlays where other materials cannot be used satisfactorily. If you choose to use gold when other materials are adequate, you are responsible for the difference in cost.

**Orthodontic Services (Part C)**

Benefits under this section are for the diagnosis and treatment of dental disorders with the use of appliances.

A complete Orthodontia Plan must be approved by the plan carrier before treatment is started.

Eligible expenses in this category will be reimbursed at the rate of 50% to a lifetime maximum of \$2,500 for adults and dependent children.

There is no run-off for orthodontia claims.

The following services are covered:

- examinations;
- diagnosis and x-rays to establish treatment.

**Appliances**

Provision of fixed or removable appliances for tooth guidance or to control harmful habits.

**Observation and Adjustment**

Examinations, adjustments and repairs.

**Dental Care Emergency Treatment**

Emergency dental care provided anywhere in the world will be reimbursed at the rate as if the services had been provided in your province of residence.

Original receipts must be submitted with your claim to the plan carrier.

The plan carrier shall pay the fees of a dental specialist in accordance with the current British Columbia Dental Fee Schedule increase by 10% upon referral by a general practicing dentist.

**Services Not Covered:**

The plan does not cover the following services:

- services that are not routinely performed by a dentist or denturist;
- services that are not reasonable or necessary to maintain or restore teeth;
- services for which any benefits are payable under Workers' Compensation or any publicly supported plans;
- services not included in the dental or denturist fee schedules;
- services required because of war, riot, or self-inflicted injury, while sane or insane;
- services required because of participation in, attempt or commission of a criminal act;
- temporary dentistry, oral hygiene instruction, tissue grafts, services purely cosmetic in nature or used to correct congenital malformations;
- drug or medicines;
- services related to the functioning or structure of the jaw, jaw muscles or temporo mandibular joint;
- implants;
- replacement of lost or stolen orthodontia appliances;
- charges for appointments not kept;
- charges resulting from a change of dentist or denturist, unless approved by the plan carrier;
- charges for completing forms;
- charges for work in progress at the time the coverage for you and your dependents is terminated.

**GROUP LIFE INSURANCE****Death Benefit**

The death benefit provides payment of \$100,000 or double the employee's annual salary, whichever is greater, to the employee's designated beneficiary.

**Terminal Illness**

A special advance payment may be provided if you are suffering from a condition, which is, expected to result in death within 12 months of your request. The payment must be requested in writing and will be the lesser of \$50,000 or twenty-five percent (25%) of your group basic life coverage.

**Waiver of Premium**

If you become totally disabled prior to your 65<sup>th</sup> birthday, and remain disabled for a period of six months, coverage will be continued without payment of premium from the first of the month following the date of disability, provided that proof of total and continuous disability is submitted as required.

The term “*total disability*” or “*totally disabled*” means you are deemed unable as a result of an accident or sickness, to engage in any occupation for employment for which you are reasonably fitted, or could so become, by reason of education, training or experience, and that you are not then performing any work for remuneration or profit.

Insurance continued under this waiver provision will be subject to any reductions in amount or termination due to age stated in the policy on the date the disability commenced.

Initial written proof, satisfactory to the insurer, of your total disability must be given to the administrator within 12 months after the start of the disability. Premium payments will be waived for an initial period of up to one year and for further periods on one year each while total disability continues, provided you give satisfactory proof of the continuance of such disability to the Insurer within three months after the date such proof is requested.

If you are entitled to receive any long term disability benefits under this plan, you will be considered to be totally disabled for the waiver of premium benefit.

### **Termination of Waiver**

The waiver of premium benefit will cease on the earliest of the following dates:

- the date total disability ceases;
- the date you engage in any occupation for remuneration or profit;
- the date you fail to submit the required proof of total disability;
- the date your insurance would normally cease if you were not totally disabled; or
- the date you attain age 65.

### **Evidence of Health**

Proof of good health is not required if application is made within 31 days of first becoming eligible. If coverage is not applied for within this 31 day period, evidence may be requested for you, if any, before benefits commence.

Certain other situations may require the submission of evidence of health before coverage will be approved. These could include benefits in excess of the non-evidence limits, as indicated in the Schedule of Benefits, and late reporting of salary changes where benefits are related to earnings.

The cost of obtaining evidence of health shall be paid by the insurer if you apply for coverage within 31 days of becoming eligible, otherwise it will be the employee's responsibility to pay for such charges.

### **Termination of Coverage**

Your group insurance will terminate on the earliest of:

- the date you cease to be an eligible employee;
- the date you retire;
- the date you terminate employment;
- the date the group policy terminates;
- the date the premium is not paid; or
- the date you reach the Termination Age.

## **BASIC ACCIDENTAL DEATH AND DISMEMBERMENT**

### **Beneficiary**

Under the accidental death and dismemberment plan, the beneficiary in the event of accidental loss of life shall be the beneficiary indicated on your group life enrolment card.

All other benefits under the accidental death and dismemberment plan would go to you, the insured person.

**Disappearance**

If the body of an insured person has not been found within one year of the disappearance, forced landing, stranding, sinking or wrecking of a conveyance in which such person was an occupant, then it shall be deemed that such insured person shall have suffered loss of life.

**Repatriation Benefit**

When injuries covered by this policy result in loss of life of any insured person while outside of Canada, within 365 days after the date of the accident, the plan will pay the actual expense incurred up to a limit of \$10,000) for preparing the deceased for burial or cremation and shipment of the remains to the city of residence of the deceased.

**Rehabilitation Benefit**

When injuries result in a payment being made by the plan, the plan will pay in addition, the reasonable and necessary expenses actually incurred up to a limit of \$10,000 for special training in an occupation in which you would not have been engaged except for such injuries.

**Family Transportation**

When injuries covered by the policy result in an insured person being confined to a hospital, outside 200 km from his/her permanent city of residence, within 365 days of the accident and the attending physician recommends the personal attendance of a member of the immediate family, the plan will pay the actual expenses incurred by the immediate family member for transportation by the most direct route by a licensed common carrier to the confined insured person but not to exceed the amount of \$10,000.

The term “*member of the immediate family*” means the spouse (or common-law spouse) parents, grandparents, children age 18 and over, brother or sister of the insured person.

**MEMORANDUM OF AGREEMENT 1  
MODIFIED SUCCESSORSHIP**

*between*

ARGO ROAD MAINTENANCE (THOMPSON) INC.  
(The Employer)

*and*

B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION  
(the Union)

WHEREAS the Employer has a highway maintenance contract with the Province of British Columbia to provide road and bridge maintenance services in Service Area 15, 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

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 the 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 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 (10%) percent 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. 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 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 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 Services 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 services 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 an employee(s) from exercising any rights provided under the *Labour Relations Code* or future labour legislation.

This Memorandum of Agreement #1 expires at the end of the current Maintenance Agreement in 2013.

## **MEMORANDUM OF AGREEMENT 2 SUCCESSORSHIP**

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

## **LETTER OF INTENT 1 SUSPENSION OF DRIVER'S LICENCE**

An employee whose main function is to operate a vehicle, and who is required to hold a valid driver's licence as a condition of employment, is considered to be a professional driver in the same sense as a professional doctor or lawyer in that he is, by law, required to have specialized skills, abilities, and knowledge to carry out the duties and responsibilities of his occupation. This is recognized by the fact that the employee must be licensed to meet a standard of proficiency and competence.

In this regard it is considered to be the responsibility of the employee to hold and maintain a valid driver's licence in order to be employed and continue to be employed in any position requiring a driver's licence.

(a) Where an employee who is required to hold a valid driver's licence, as a condition of employment, has his driver's licence suspended for one year or less:

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

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

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

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

(b) Where an employee who is required to hold a valid driver's licence, as a condition of employment, has his driver's licence suspended for "*more than one (1) year*", the employee shall be suspended immediately for just cause. This shall be confirmed in writing by the Employer.

(c) In the case of an employee who is on his initial probationary period (new employee), driver's licence suspension will result in the recommendation being made for his rejection.

(d) For the purposes of (a) and (b) above, administrative suspensions levied by Insurance Corporation of British Columbia of up to three months will not be used when calculating driver's licence suspension duration.



**MEMORANDUM OF UNDERSTANDING 1  
HOURS OF WORK**

The annual hours of work, exclusive of meal periods but including paid holidays, will be:

*"Mechanical Crews"*: a 40 hour workweek or equivalent average thereof.

*"Road Crews"*: a 40 hour workweek or equivalent average thereof.

The parties to this Agreement share the goal of establishing a sufficient revenue base to enable the implementation of a 40 hour workweek on an annual basis. To that end, the parties agree that a cooperative effort between the Employer and its employees, through the Labour-Management Committee, will be undertaken to identify, pursue, and secure additional work activities that would enhance the feasibility of the 40 hour workweek.

<b>Table of Recognized Workday Lengths and Shift Patterns for a 40-Hour Workweek</b>		
<b>Length of Scheduled Workday</b>	<b>Shift Pattern</b>	<b>Number of Statutory Holidays Shut Down</b>
8 hours	5:2	11
10 hours	4:3	11
11 hours 25 minutes	4:4	11
11 hours 25 minutes	3:3	11
8 hours 26 minutes	2:1	11
8 hours 54 minutes	5:2/4:3	11
8 hours 36 minutes	5:2/5:2/4:3	11
Shifts for Road Foremen may be increased by one-half (½) hour per day and will be consistent with the schedule being worked by the workers supervised. Such additional time will accumulate as earned time off and be administered pursuant to Clause 14.10.		

Table of Recognized Workday Lengths and Shift Patterns for 35-Hour Workweek								
Length of Scheduled Workday	Shift Pattern	Workdays Scheduled	Workdays Required	Surplus or Shortage	Number of Days of Rest	Statutory Holiday Provisions	Number of Statutory Holidays Shut Down	Statutory Holiday Lieu Days
10 hrs	5:2	250	175	75	104	Shut Down	11	--
9 hrs	5:2	250	194	56	104	Shut Down	11	--
9 hrs	5:2	261	194	58	104	Work	--	9
8 hrs	5:2	250	219	31	104	Shut Down	11	--
8 hrs	5:2/4:3	224	219	5	130	Shut Down	11	--
7 hrs 49 min	5:2	250	224	26	104	Shut Down	11	--
7 hrs 49 min	5:2/4:3	224	224	0	130	Shut Down	11	--
7 hrs 30 min	5:2	250	233	17	104	Shut Down	11	--
7 hrs 30 min	5:2/5:2/4:3	233	233	0	121	Shut Down	11	11
7 hrs 30 min	5:2	261	233	18	104	Work	--	10
7 hrs 30 min	5:2/5:2/4:3	234	233	1	121	Work	--	10
7 hrs	5:2	250	250	0	104	Shut Down	11	--
7 hrs	5:2	261	250	0	104	Work	--	11
8 hrs 45 min	4:3	198	200	* -2	156 (156-2=154)	Shut Down	11	--
10 hrs	4:3	198	175	23	156	Shut Down	11	--
10 hrs	4:3/3:4	182	182	0	182	Shut Down	11	--
8 hrs 50 min	4:3	198	198	0	156	Shut Down	11	--
8 hrs 45 min	4:3	209	200	0	156	Work	--	9
10 hrs	1:1	171.5	175	** -3.5	182.5 (182.5-3.5=179)	Shut Down	11	--
10 hrs	1:1	182.5	175	0	182.5	Work	--	7.5
7 hrs 30 min	2:1	243	233	0	122	Work	--	10
8 hrs	2:1	243	218	15	122	Work	--	10
8 hrs 30 min	2:1	243	206	28	122	Work	--	9
9 hrs	2:1	243	194	40	122	Work	--	9
9 hrs 30 min	2:1	243	184	51	122	Work	--	8
<p>* The -2 day shortage or prorated portion thereof must be included in the negotiated schedule. The scheduling of such time to be by mutual agreement.</p> <p>** The -3.5 day shortage or prorated portion thereof must be included in the negotiated schedule. The scheduling of such time to be by mutual agreement.</p> <p>Shifts for Road Foremen may be increased by one-half (½) hour per day and will be consistent with the schedule being worked by the workers supervised. Such additional time will accumulate as earned time off and be administered pursuant to Clause 14.10.</p>								

## MEMORANDUM OF UNDERSTANDING 2 COOPERATIVE EDUCATION (APPRENTICESHIP)

The parties agree to the following terms of employment and application of the Collective Agreement concerning Cooperative Education (Apprenticeship) employees:

- (a) *Seniority*: Such employees shall not earn seniority pursuant to the Collective Agreement during the period of their apprenticeship. If, however, such employees are hired upon completion of the training phase (two years), the parties shall meet to determine a fair seniority credit for work performed which will not adversely impact on seniority rights of the other employees currently employed.
- (b) *Benefits*: Such employees shall be entitled to the current hourly payment in lieu of benefits.
- (c) *Working Conditions*: The provisions of the Collective Agreement governing working conditions shall apply to such employees but such employment is intended to be part of a training/education program and, as such, is administered by the Employer. The Employer will not hire or terminate such employees indiscriminately. Such employees shall be entitled to access the grievance process only in matters of working conditions and the matters addressed in this Memorandum.
- (d) *Rates of Pay*: Rates of pay shall be pursuant to the schedule applicable to apprentices; first-year rates are those applicable during the first year of the cooperative training of the employee; the second-year rates are those applicable during the second year, etcetera.
- (e) *Bargaining Unit/Union Membership/Union Dues*: Such employees work within the bargaining unit but do not displace existing employees, nor shall such employees be maintained in employment if bargaining unit employees who are qualified (same or reasonably similar qualifications) are laid off. Such employees shall not be required to become members of the Union, nor pay union dues, but this may not be construed as allowing another bargaining agent to represent same. If such employees are hired or retained upon completion of the two year program, the employees shall become full members of the bargaining unit and the terms and conditions of the Collective Agreement shall apply, including union membership, union dues, etcetera. Preference will be given to hiring existing employees who participate in the training program.
- (f) *Scope of Memorandum*: Matters not addressed directly or clearly in this memorandum shall not be residual rights of the Employer, but matters subject to negotiation between the parties.

## MEMORANDUM OF UNDERSTANDING 3 CLOTHING AND EQUIPMENT

### 1.1 Protective Clothing

- (a) "*Protective clothing*" is understood to mean wearing apparel which protects the employee's clothing from excessive dirt, grease, sparks, or chemicals.
- (b) The Employer agrees to supply the following protective apparel to its employees:
  - (1) individual plant issue coveralls to employees in the following Classification Series as follows:
    - Mechanical ..... five pairs;
    - Machine Operator ..... two pairs;
    - Bridge Workers ..... two pairs;
  - (2) individual issue welder's leather jackets and aprons where appropriate;

- (3) plant issue rubber boots, aprons, gloves, and goggles where appropriate when employees are cleaning or washing machinery or equipment;
- (4) work gloves where the handling of materials is likely to puncture, abrade, or irritate the hands or arms;
- (5) smocks, aprons, and laboratory coats where the employee's clothes may be soiled due to the work situation;
- (6) where work is to be performed in inclement weather, the necessary rainwear, parkas, and gloves shall also be made available.

It shall be the Employer's responsibility to clean and maintain all the above items.

## 1.2 Safety Equipment

With the exception of boots and prescription glasses, the Employer will supply all safety equipment required for the job under Workers' Compensation Board Regulations. 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;
- protective hearing devices;
- winter and summer chain saw pants.

### MEMORANDUM OF UNDERSTANDING 4 TOOL AND BOOT ALLOWANCES

*Tool Allowance:* All regular employees of the Mechanical Maintenance Series, excluding Mechanical Helper and Mechanical Assistant, will be eligible for a \$400 tool allowance, payable annually on September 1, for pre-approved and receipted tool purchases.

*Boot Allowance:* \$75 (effective December 1, 2002 - \$100) to all regular employees on December 1 of each year subject to proof of purchase or repairs.

### MEMORANDUM OF UNDERSTANDING 5 SENIORITY BLOCKS

Each of the following areas will be a separate seniority block for the purposes of this Agreement: Barriere, Clearwater, Kamloops.

Employees working in their own traditional seniority blocks will receive preferential work assignments over other employees from another seniority block.

**MEMORANDUM OF UNDERSTANDING 6**  
**LABOURER – FLAG PERSON CLASSIFICATION**

Education & Specialized Knowledge

- Preferably secondary school graduation.
- A good working knowledge of the *Motor Vehicle Act* and Regulations.
- A good knowledge of the safety rules and regulations as they pertain to the driving and/or operation of the vehicles, equipment, machinery and duties involved.
- Preferably graduation from a defensive driving course and/or recognized training program in the driving and operation of a motor vehicle.
- A good working knowledge of the Traffic Control Manual for Work on Roadway.

Experience

- Previous experience in manual labour and traffic control related work would definitely be an asset.

Specialized Abilities and Skills

- Mechanical and operation aptitude.
- Physically fit, mentally alert, and safety conscious.
- Ability to follow direction promptly and efficiently.
- Hold a corresponding and valid driver's license (minimum Class 5).
- Hold a corresponding and valid Traffic Control Person Certificate.
- Ability to learn to operate small engine gas or diesel powered equipment consistent with the performance of duties relative to this position.
- Ability to perform all duties in compliance with the Traffic Control Manual for Work on Roadways, Occupation Health and Safety Regulations and corresponding Traffic Control Person Certification.

Driver/Operator of any of the following:

- Crew/passenger transportation vehicles.
- Small engine gas or diesel powered equipment such as:
  - Weed eater, pressure washer, power saw.

Ensure that a proper pre-trip inspection is performed before using the unit or piece of equipment. All units (including pick ups) require a pre-shift inspection.

Under the general direction of a Supervisor and must have the ability to work independently. All employees are expected to adhere to all safety regulations at all times. The duties require outside work in all types of weather. Shift and weekend work may be required.

Employees working in this Classification will not be subject to the Auxiliary graduated wage scale.

**MEMORANDUM OF AGREEMENT 1  
PRE-LAYOFF CANVASS**

The following procedure will be in effect for the term of the current Collective Agreement.

(a) Prior to the layoff of regular employee(s) under Article 13 of this Agreement, the Employer may, within a seniority block as defined in Memorandum of Understanding 5, canvass any employee or group of employees to invite:

- (1) placement into a vacant regular position within the seniority block or other;
- (2) resignation with severance as provided for in Clauses 13.2(c)(1), (2), and (3).

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

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

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

**MEMORANDUM OF AGREEMENT 2  
SUMMER WEEKEND WORK**

The purpose of this Memorandum is to address the issue of remuneration for work performed on weekends during the summer (non-winter shift) period.

There are two types of work intended to be covered by this Memorandum. First is work which is mandated by the Employer's contract with the provincial government which is required to be performed on weekends (0001 hours Saturday to 2400 hours Sunday). Specifically, an example of the type of work to be remunerated with a \$1.50 per hour premium is road patrol shifts. This is in addition to any other premiums due. Sign-up for such work will be via the same system used for winter shift. This Agreement in no way interferes with the obligations of Clause 14.2 of the Collective Agreement.

The second type of work is best described by the example of "*grader shifts*". Where employees are presented with a clear option of working afternoon weekday shifts versus weekend shifts and, through no other compulsion, elect the weekend shifts, a \$1 per hour shift premium will be payable (in addition to any others due). Again, sign-up for such work will be via the same system used for winter shift. Obligations pursuant to Clause 14.2 of the Collective Agreement apply.

Where such weekend work is required by the Employer and no reasonable alternative options are provided, the remuneration will be via the \$1.50 per hour premium. In the event that more than one worker in the seniority block is required to work weekend shifts due to safety obligations, the remuneration for all such workers will be the \$1.50 per hour premium.

The Employer will not propose afternoon or night shifts for other than "*bona fide*" reasons or to compel employees to elect summer weekend shifts.

The impact of this Memorandum is that the "*hours of operation*" addressed in Clause 14.2(a) may encompass seven days per week and 24 hours per day.

The term of this Memorandum coincides with that of the current Collective Agreement.

**MEMORANDUM OF AGREEMENT 3  
BARRIERE FOREMAN VEHICLE USE**

The parties agree that the Road Foreman in the Barriere Yard will be entitled to use the Employer's vehicle, at the Employer's expense, to commute to and from his place of domicile in Kamloops, until such time that the incumbent vacates his position pursuant to Clause 12.8.

**LETTER OF UNDERSTANDING 1  
OUTSIDE WORK**

In order to attract outside work the parties agree that all work can be bid at 85% of the rates in Appendix 2. This work will be made available first to the regular on lay-off then senior auxiliary employees. If these employees do not want the work they may refuse and the refusal will not be counted for any purpose in this Collective Agreement. Auxiliary employees earning less than 100% of the Appendix 2 rate ay be assigned any work and if not available to work will be regarded as having refused the work. Hours worked on outside work do not accrue to auxiliary grid for purpose of pay escalation.

**LETTER OF UNDERSTANDING 2  
LABOUR COMPONENT OF THE ANNUAL  
PRICE ADJUSTMENT (COLA)**

It is understood that the Labour Component of the Annual Price Adjustment (COLA) will follow Schedule 2 of the Ministry of Transportation Maintenance Agreement and the Notice of Clarification and Acknowledgement of Agreement dated June 7, 2007.

**LETTER OF UNDERSTANDING 3  
11.42 HOUR SHIFT DIFFERENTIAL AND PAID LUNCH**

The current practice regarding shift differential and paid lunch period on the 11.42 hour shift will continue.