

COLLECTIVE AGREEMENT

between the

**MAINROAD EAST KOOTENAY CONTRACTING LTD.
Contract Area 11**

and the

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

Effective from October 20, 2006 to October 19, 2011

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DEFINITIONS

For the purpose of this Agreement:

- (1) "*Bargaining unit*" means all employees of Mainroad East Kootenay Contracting Ltd. except those excluded by the Labour Relations Board 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 BC performed by the Employer in Contract Area 11.
- (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*" means 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) "*Classification Series*" is a grouping of similar occupations performing a variety of semi-skilled and skilled duties.
- (6) "*Common-Law Spouse*" includes same sex and opposite sex individuals where the employee has signed a declaration or affidavit that he/she has been living in a common-law relationship for at least twelve (12) months.
- (7) "*Contract Area*" means the geographic maintenance area as negotiated between the Employer and the Province of BC.
- (8) "*Day of rest*", in relation to an employee, means a day other than a holiday on which an employee is not ordinarily required to perform his duties and is a 24 hour period immediately following the completion of a workday.
- (9) "*Demotion*" means a change from an employee's position to one with a lower salary.
- (10) "*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/Temporary*" meaning an employee who is employed for work which is not of a continuous nature including as and when required.
- (11) "*Employer*" means the incumbent highways maintenance contractor.
- (12) "*Holiday*" means the twenty-four (24) hour period commencing at 00:01 hours of a day designated as a paid holiday in this Agreement.
- (13) "*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.
- (14) "*Lateral transfer*" means the movement of an employee from one position to another which does not constitute a demotion or a promotion.
- (15) "*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.
- (16) "*Leave of absence with pay*" means to be absent from duty with permission and with current pay.
- (17) "*Leave of absence without pay*" means to be absent from duty with permission but without pay.

- (18) "*Point of Assembly*" means that location where an employee regularly reports for work assignments within his/her seniority block.
- (19) "*Probation*" means the first thirty (30) working days of employment.
- (20) "*Promotion*" means a change from an employee's position to one with a higher salary level.
- (21) "*Qualified*" means that the employee meets the minimum requirements of the classification.
- (22) "*Relocation*" means the movement of an employee from one seniority block or their regular point of assembly to another.
- (23) "*Resignation*" means a voluntary notice by the employee, in writing, that he/she is terminating his/her service on the date specified.
- (24) "*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.
- (25) "*Seniority block*" means that geographic area in which an employee earns and maintains seniority.
- (26) "*Shift*" means the period of straight-time working hours on a workday where the hours are consecutive except for the meal period.
- (27) "*Steward*" means the Union's representative at the local level.
- (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/her seniority block on the Employer's business with the approval of the Employer.
- (31) "*Union*" means the B.C. Government and Service Employees' Union.
- (32) "*Week*" is the period starting Sunday at 00:01 hours and ending Saturday at 23:59 hours.
- (33) "*Workday*" is a period of twenty-four (24) consecutive hours commencing with the starting time of any shift. For the purpose of calculating compensatory overtime rates only, the time worked prior to, but adjoining to, a shift shall be deemed as time worked after a shift.
- (34) "*Work group*" is a crew or number of crews which work from a common point of assembly and perform work of a similar nature in a defined seniority block (ie: road crew, bridge crew, mechanical crew, etc.).
- (35) "*Work schedule*" means the roster of work hours and days, start and finish times, length of scheduled workday, shift patterns and where appropriate, averaging periods in order to meet the annual hours of work.

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 for the provisions so rendered null and void or materially altered.

1.3 Conflict With Policy

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

1.4 Singular and Plural/Gender

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

1.5 Harassment

(a) The Union and the Employer recognize the right of employees to work in an environment free from harassment on the grounds of sex, race, religion, colour, marital status, sexual orientation, family status, and disability.

(b) Inappropriate use of managerial/supervisory authority takes place when a person who supervises or is in a position of authority exercises that authority in a manner which serves no legitimate work purpose.

Inappropriate use of managerial/supervisory authority does not include action occasioned through the exercise, in good faith, of the Employer's managerial/supervisory rights and responsibilities.

(c) If there is an allegation of harassment, the employee will inform the next highest level of management not involved in the allegation in writing, and request assistance resolving this issue within thirty (30) days of the alleged occurrence. Such management or his designate will investigate the allegation, take steps to resolve the concern as appropriate within thirty (30) days of the issue being raised by the employee, and will discuss the proposed resolution with the employee. An employee shall have the right to have a steward present during these discussions.

(d) This clause does not preclude an employee from filing a complaint under the *BC Human Rights Code*.

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

1.6 Human Rights Code and Employment Standards Act

The parties hereto subscribe to the principles of the *Human Rights Code* 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) Bargaining Unit means all employees of the Employer in Contract Area 11, except those excluded by the *Act* and those mutually agreed to between the parties to this Agreement. If mutual agreement cannot be reached either party may refer the matter to arbitration.

(b) Positions excluded by this Agreement shall be as described in Appendix 5, "*Excluded Personnel*".

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

2.2 Bargaining Agent Recognition

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

2.3 Correspondence

- (a) The Employer agrees that all correspondence between the Employer and the Union related to matters covered by this Agreement shall be sent to the President of the Union or his/her designate.
- (b) The Union agrees that all correspondence between the Union and the Employer related to matters covered by this Agreement shall be sent to the General Manager of the Company or his/her designate.
- (c) The parties agree that a copy of any correspondence between the Employer and any employee in the bargaining unit covered by this Agreement pertaining to the interpretation or application 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/her work area to attend to Union duties relating to the Employer's operations. Leave for this purpose shall be with current pay and permission shall not be unreasonably withheld. On resuming his/her duties the steward shall notify his/her supervisor. It is agreed that RF4s will not hold the position of steward.
- (b) The duties of stewards shall include but are not limited to:
 - (1) investigation of complaints;
 - (2) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
 - (3) supervision of ballot boxes and other related functions during union votes;
 - (4) attending meetings at the request of the Employer.
- (c) Subject to a recognized lack of other facilities, the Employer will not unreasonably withhold approval to utilize Employer assembly rooms for the purpose of the election of a union steward on the employee's time. This article is subject to the availability of a suitable employee who shall accept responsibility for the care of equipment and facilities in the place of work while the election is being conducted.

2.7 Union Bulletin Boards

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

2.8 Union Insignia

- (a) A union member shall have the right to wear or display the recognized insignia of the Union. The Union agrees to furnish to the Employer at least one Union shop card, for each of the Employer's places of operation covered by this Agreement, to be displayed on the premises. Such card will remain the property of the Union and shall be surrendered upon demand.
- (b) The recognized insignia of the Union shall include the designation "bcgeu". This designation shall, at the employee's option, be placed on stenography typed by a member of the Union. This designation shall be placed below the signatory initials on typewritten correspondence.
- (c) 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 current pay and without loss of seniority, shall be granted by the Employer for:
 - (1) an elected or appointed union representative to attend conventions of the Union and bodies to which the Union is affiliated;
 - (2) an elected or appointed union representative to attend to union business which required them to leave their general work area;
 - (3) for employees who are representatives of the Union on the Bargaining Committee to attend meetings of the Committee;
 - (4) to an employee called by the Union to appear as a witness before an arbitration board;
 - (5) to employees designated to sit as an observer when filling vacancies in accordance with Clause 12.1(d).
- (b) Leave of absence without loss of current 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 fourteen (14) calendar days' notice prior to the commencement of such leave. The Employer will not unreasonably withhold the granting of such leave where less than fourteen (14) calendar days' notice is given.

2.11 Union Bargaining Committee

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

2.12 Office Use/Union Representatives

- (a) Union representatives shall be permitted entry to the Employer's premises in order to carry out their required duties. Union representatives shall notify the designated supervisor in advance of this requirement and shall also indicate the purpose for entering. Union representatives shall not interfere with the operational requirements of the Employer.
- (b) The Employer shall make available to union representatives, temporary use of an office or similar facility to conduct confidential investigation of grievances.
- (c) Union representatives include the President, staff, stewards and executive members.

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 Conditions of Continued Employment**

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

ARTICLE 4 - UNION DUES**4.1 Dues and Assessments**

- (a) The Employer shall deduct from the wages of each employee in the bargaining unit, whether or not the employee is a member of the Union, an amount equal to the regular dues payable to the Union by a member of the Union. Each employee shall provide, as a condition of continued employment, the Employer with a written authorization to make such deductions.
- (b) The Employer shall deduct from each employee, who is a member of the Union, any assessments levied in accordance with the Union's Constitution and/or Bylaws and owing by the employee to the Union and remit such money to the Union.
- (c) Deductions shall be made biweekly and remitted to the President of the Union no later than the 15th day of the subsequent month. The Employer shall also provide the Union with member information including the following. Information will be forwarded on a computer disk in ASCII format.
 - Social Insurance Number
 - Surname and First Name
 - Address
 - Job Classification
 - Gross Pay
 - Month-to-Date Dues
- (d) The Union shall advise the Employer in writing of the amount of its regular monthly dues. The amount so advised shall continue to be the amount to be deducted until changed by written notice to the

Employer signed by the President of the Union. Upon receipt of such notice, the changed amount shall be the amount deducted.

(e) 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.

4.2 Income Tax Receipts

The Employer shall supply each employee without charge, a receipt (T4) for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous 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/her steward. Whenever the steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce him/her to his/her steward, who will provide the employee with a copy of the Collective Agreement. The Employer agrees that a union steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for fifteen (15) minutes sometime during the first fifteen (15) days of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and the employee's responsibilities and obligations to the Employer and the Union. Where possible, all new employees within a work group shall be oriented by the steward during a single meeting.

ARTICLE 6 - EMPLOYER RIGHTS

6.1 Employer Recognition

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

6.2 Bargaining Unit Work

Excluded employees shall not perform bargaining unit work. Managerial exclusions are permitted to work in the following circumstances:

- (a) In an emergency situation where bargaining unit employees are not immediately available. In the case of an emergency, bargaining unit members will be called to work immediately, and Management shall cease to perform bargaining unit work when bargaining unit employees in sufficient numbers arrive on the scene.
- (b) Instruction of employees.
- (c) Transporting/moving mobile equipment and employees. Mobile equipment shall not be carrying loads such as salt or sand.

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 non-confidential information that is readily 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 four (4) Employer designates and four (4) union representatives. The Committee shall meet at the request of either party, but not more than once per month at a place and time to be mutually agreed.
- (b) The Committee shall be co-chaired by an employer and union representative. The purpose of the meetings shall be to exchange information of mutual interest, to review administrative matters arising from this Agreement, and to maintain effective Union/Employer relations. Any discussion of grievances as defined by this Agreement, shall be treated strictly on a "*without prejudice*" basis.
- (c) The Committee will assist in developing an annual training program that is designed to enhance the existing skill base of employees while increasing an employees suitability for promotional opportunities.
- (d) The union representatives on the Labour/Management Committee shall be appointed by the Union.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.1 Grievances

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

8.2 Step 1

Every effort shall be made by an employee and his/her immediate supervisor to resolve the issue verbally. An employee shall have the right to have his/her steward present at such a discussion. Where the aggrieved employee is a steward, he/she shall not act as a steward in respect of his/her own grievance but shall submit the grievance through another steward or union staff representative. If unresolved, an employee may, within twenty-one (21) calendar days of first becoming aware of the action or circumstance giving rise to the grievance, submit a grievance in writing to the Employer's designate. 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, who may be accompanied by the shop steward involved, within fifteen (15) calendar days after receipt of the grievance. This meeting may be waived by mutual agreement. The Employer's designate shall reply in writing to the employee's grievance within twenty-one (21) days of receiving the grievance at Step 2.

8.4 Time Limit to Submit to Arbitration

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

- (a) submit the grievance to arbitration pursuant to Article 9;
- (b) make application under Section 87 of the *Labour Relations Code* for a Settlement Officer;
- (c) where Section 87 is used, the twenty-one (21) day requirement to file the grievance at arbitration shall commence from the date of the hearing with the Settlement Officer.

8.5 Policy Grievance

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

8.6 Suspension or Discharge

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 suspensions of greater than twenty (20) days or a dismissal shall be filed at arbitration within twenty-one (21) days of the occurrence.

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 by the Union, the Employer's representative will not enter into discussion or negotiation 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 any other channel, then the Union agrees that, pursuant to this Article, the grievance shall be considered to have been abandoned.

ARTICLE 9 - ARBITRATION

9.1 Notification

Pursuant to Clauses 8.4, 8.5, and 8.6, either party may submit a grievance to arbitration within twenty-one (21) days of the date of receipt of the Step 2 response, or within twenty-one (21) days of the date it was due, or within twenty-one (21) days of the alleged violation.

9.2 Pre-Arbitration Meeting

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

- Judi Korbin
- Richard Coleman
- Marguerite Jackson
- Rod Germaine
- Rory McDonald

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

9.3 Decision of the Arbitrator

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

9.4 Time Limit for Decision

An arbitrator shall render a written decision to the parties within thirty (30) calendar days of the date the arbitration hearing is concluded. This time period may be altered by consent of the parties. Pursuant to this clause, an arbitrator shall agree to the terms and conditions as set out in Appendix 6, 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) All grievances shall be considered as suitable for expedited arbitration, except grievances in the nature of:

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

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

(b) The Arbitrator shall be selected in accordance with the procedure outlined in Section (j) below. The arbitration procedure shall be in accordance with the following:

- All presentations shall be short and concise
- A comprehensive opening statement shall be made by both parties

- There will be limited use of authorities
 - Where possible the parties will develop an agreed statement of facts
 - All documents will be jointly submitted wherever possible
 - The hearing will be conducted in an informal manner
 - The parties may mutually agree to have the Arbitrator mediate the issues
 - All presentations will be informal, and lawyers not to be used, including staff lawyers
- (c) By January 15th of each year, the parties will reserve a period of two (2) working days (or more if required) bi-annually March and September for hearings to address all outstanding grievances. Representatives of the parties will meet at least two (2) weeks prior to the reserved dates to finalize an agenda of grievances to be heard.
- (d) The Arbitrator shall hear the grievances and shall render a binding decision within three (3) working days of such hearings. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey a decision.
- (e) Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- (f) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (g) A grievance determined by either party to fall within one of the categories listed in (a) above may be removed from the expedited arbitration process at any time prior to the hearing and forwarded to a regular arbitration hearing pursuant to Clause 9.2.
- (h) The parties shall equally share the cost of the fees and expenses of the Arbitrator and hearing rooms. In the event that either party delays cancellation pursuant to (f) above, such that a cancellation fee is charged by the Arbitrator or by the facility in which the hearing is booked, the party cancelling shall be fully responsible for such fee(s).
- (i) The parties agree that the hearings will be conducted locally, or at a mutually agreed to location.
- (j) The parties shall select an individual from the following list in order of rotation who, if available within the time limits specified will be appointed:
- Judi Korbin
 - Richard Coleman
 - Marguerite Jackson
 - Rod Germaine
 - Rory McDonald

If the selected individual is unable to serve, the next individual on the list shall be selected.

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 if he/she feels it necessary.
- (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 if he/she feels it necessary.

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. 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 twelve (12) months from the date it was issued, provided there has not been a re-occurrence of the same issue.

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 (5) calendar days. Grievances arising from suspension shall be filed at Step 2 and from dismissals at arbitration within twenty-one (21) days of the suspension or dismissal.

10.5 Probationary Period

- (a) Each new employee shall serve a probationary period of thirty (30) working days from date of hire during which time the Employer shall assess suitability for continued employment.
- (b) 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.
- (c) Where an employee feels he has been aggrieved by the decision of the Employer to reject the employee during the probationary period, the employee may submit the matter to arbitration in accordance with Article 9 within twenty-one (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 his/her designate, with the written authority of the employee, shall be entitled to review the employee's personnel file(s), both paper and, if applicable, electronic, in the office in which the file is normally kept. The employee or the Union President, as the case may be, shall give the Employer adequate notice prior to having access to such file(s).

10.7 Abandonment of Position

An employee who fails to report for duty for five (5) consecutive workdays without informing the Employer of the reason for his absence will be presumed to have abandoned his position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not having informed the Employer.

10.8 Discipline Deemed Void

Any disciplinary action implemented by the Employer must occur within:

- (a) Twenty-one (21) workdays of the action or circumstances giving rise to the discipline; or
- (b) Twenty-one (21) workdays from when the Employer first became aware of the action or circumstances giving rise to the discipline;
- (c) Failure to proceed within the above-noted time frame shall deem any subsequent disciplinary action null and void.

ARTICLE 11 - SENIORITY

11.1 Seniority Date for Regular Employees

- (a) Service seniority for regular employees shall be defined as the length of service with the Employer, and shall include service seniority, as a regular, accrued with the Public Service of BC plus all service seniority accrued with previous maintenance contractors in Contract Area 11.
- (b) When two (2) or more employees have equal seniority, the order of establishing their relative seniority shall be determined by the employees service start date with 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 annually (March 1st) seniority lists for regular employees in each classification series within a seniority block. The information will show each person's point of assembly, classification seniority and service start date. These lists will be posted on the appropriate bulletin boards with copies sent to the union office.

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

11.3 Loss of Seniority for a Regular Employee

- (a) A regular employee shall lose his/her seniority in the event that he/she:
 - (1) is discharged for cause;
 - (2) resigns his/her position;
 - (3) is on layoff for more than one (1) year;
 - (4) accepts a position with the Employer which is outside the bargaining unit, except for temporary appointments for less than forty-five (45) working days. This period may be extended by mutual agreement between the parties. During this period an employee will continue to pay union dues at his/her old rate and remain a member of the bargaining unit;
 - (5) accepts a severance payment in accordance with Article 13;
 - (6) refuses a regular position with the Employer while on layoff within the seniority block from which he/she was laid off;
 - (7) declines one (1) offer of work of two (2) months or longer;
 - (8) is absent due to temporary illness or a non-occupational accident beyond the two (2) year period of time where an employee commenced LTD.

- (b) A regular employee on a claim recognized by the Workers' Compensation Board shall be credited with service seniority to what he would have earned had he not been absent and been able to work.

11.4 Re-employment

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

ARTICLE 12 - PROMOTIONS, VACANCIES AND JOB POSTINGS

12.1 Filling of Regular Vacancies

- (a) When a vacancy for a non-supervisory regular position occurs as a result of a regular employee's resignation, death, retirement, promotion, transfer, or dismissal and provided the total number of regular employees is below the regular complement, the Employer shall offer the position to employees in the following sequence:

- (1) senior qualified regular employee from the same seniority block within the same classification series;
- (2) senior qualified regular employee from the same seniority block within another classification series;
- (3) senior qualified regular employee from another seniority block within the same classification series;
- (4) senior qualified auxiliary employee from the same seniority block within the same classification series;
- (5) senior qualified auxiliary employee from another seniority block within the same classification series.

- (b) Before the number of regular employees reaches the regular complement number, any promotional opportunities within a classification series created by a vacancy will be filled within thirty (30) days and the lowest vacancy in the classification will be filled at the Employer's sole discretion. The regular complement is defined as forty-four (44) employees.

- (c) Vacancies noted above will be filled within a classification and in a seniority block of the Employer's choice. Relocation expenses are not applicable throughout this process.

- (d) Vacancies for Trades Supervisors (mechanical and bridge) and Road Foreman 4, will be filled on the basis of qualifications, skill and ability. When these are relatively equal between two (2) or more employees the senior applicant will be awarded the job.

12.2 Vacancy Not Filled in a Seniority Block

- (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 fourteen (14) calendar days. Where there is more than one applicant for a position, the position shall be offered to the senior qualified applicant.

- (b) For the purpose of this clause, an employee will carry his/her seniority as defined in Clause 11.1.

12.3 Job Posting Information

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

12.4 Posting Awards

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

12.5 Notification of Unsuccessful Applicants and Grievance Process

(a) Unsuccessful applicants to positions will be notified of the name and classification of the successful applicant. An unsuccessful candidate may request an explanation from the supervisor by telephone of the reasons why he was unsuccessful, and receive an oral explanation. If a candidate wishes the reasons in writing, his request must be in writing to the supervisor. Within five (5) calendar days of receipt of the employee request, the supervisor will reply to the employee. Where no written requests have been received by the supervisor within fourteen (14) calendar days of the date of the notice being sent to the Union pursuant to Clause 12.3, the successful applicant shall be awarded the position.

(b) Grievances must be filed at Step 2 within seven (7) calendar days of receipt of the supervisor's reply. Where a grievance has been filed, no permanent placement shall take place until the grievance has been resolved. The Employer may temporarily award the position subject to the resolution of any grievance.

12.6 Interview Expenses

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

12.7 Trial Period

Where a bargaining unit employee is promoted, he/she will be placed on trial for a thirty (30) working day period, and upon satisfactory completion of the trial period will be confirmed in the position in writing by the Employer. If an employee is unable to perform the duties of the new position, he/she will be returned to the former position held. Any other employee(s) transferred or promoted as a result of the original job posting will also be returned to their former status.

12.8 Limit on Future Positions

Successful applicants to a position shall not be considered for further positions for a period of six (6) months unless agreed to by the Employer.

12.9 Filling of Temporary Vacancies

(a) The Employer shall fill vacancies of a temporary nature created as a result of a core employee using any provision of this Collective Agreement excluding annual vacation entitlement which results in an absence which exceeds sixty (60) calendar days.

(b) Where a temporary vacancy occurs pursuant to (a) above, the Employer shall on the fifty-ninth (59th) day offer the position to employees within the seniority block as follows:

- (1) senior qualified regular employee in the classification series;
- (2) senior qualified regular employee in another classification series;
- (3) senior qualified auxiliary employee.

(c) Where subsequent vacancies are created as a result of Clause 12.9(b) the Employer agrees to fill those vacancies immediately and shall offer those positions to employees within the seniority block as follows:

- (1) senior qualified regular employee in the classification series;
- (2) senior qualified regular employee in another classification series;
- (3) senior qualified auxiliary employee.

(d) It is understood that employees who fill vacancies temporarily shall return to their former position and status should the employee referred to in Clause 12.9(b) return to their regular position. Auxiliary employees who fill the temporary vacancy will remain as auxiliaries, but will qualify for all the benefits of a regular employee to the end of the month in which the Core employee returns.

(e) Vacancies created as a result of a regular employee's absence on Long Term Disability, or ICBC claim, or Workers' Compensation shall be considered a regular vacancy for the purpose of Clause 12.9 on the date the employee is determined to be totally disabled from his own occupation, or upon the expiry of two years Long Term Disability.

12.10 Union Observer

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

12.11 Rehabilitation Committee

It is the intent of both Parties to facilitate a medical practitioner's recommendations for the early return to gainful employment of employees who have been ill or injured. To this end, a rehabilitation committee will be established as follows:

- (a) The Committee shall consist of three (3) members, one (1) appointed by the Employer, one (1) appointed by the Union and a mutually agreed upon Chairperson. A secretary shall be appointed to assist in the administration of the Committee.
- (b) The Committee shall review cases of regular employees who have completed their initial probationary period and are no longer capable of performing the duties of their own occupation due to illness or injury. Such employees shall make application for rehabilitation pursuant to Appendix #1, Part III.
- (c) The Committee shall also review cases of all employees who have become incapacitated through industrial injury or illness. Following the review of such cases the Committee, taking into account the best interests of the employee and the Employer, shall make recommendations to the Company President.
- (d) The Committee shall also review cases of regular employees who have completed their initial probationary period who request a transfer on compassionate grounds. Following the review of such cases, the Committee, taking into account the best interests of the employee and the Employer, shall make recommendations to the Company President.
- (e) Where the Committee is unable to decide upon recommendations for a particular case, the matter shall be referred to the Bargaining Principals for final disposition.
- (f) The Rehabilitation Committee shall meet during working hours within fourteen (14) days of an application, and leave without loss of pay shall be granted to committee members. Minutes of all meetings shall be taken by the secretary and copies shall be provided to the Employer and the Union.

Members of the Committee are committed to maintain confidentiality of medical and other information received in their capacity as committee members.

ARTICLE 13 - LAYOFF AND RECALL

13.1 Pre-Layoff Canvass

- (a) Prior to a layoff, the Employer shall canvass all regular employees in order of seniority in the following order: Affected seniority block and contract area, to invite resignation with severance pay if eligible as provided for in Clause 13.2(c).
- (b) It is understood by the parties that once the above expressions of interest have been received, offers shall be made by the Employer in order of seniority to those employees whose position can be used for the purpose of the placement of an impacted employee pursuant to Article 13 or Clause 12.8.

13.2 Options Upon Layoff

Regular Employees:

In the event of a layoff, regular employees will be laid off by reverse seniority in a classification within a classification series. The Employer shall give regular employees minimum twenty (20) working days' advance notice in writing of layoff.

A regular employee affected by a layoff may choose, by indicating to the Employer in writing, within ten (10) working days of receiving such layoff notice, 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/she 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/she must bump into a classification at an equivalent or lower pay rate provided he/she has the necessary qualifications to perform the job.
 - (3) Bump the junior employee in another seniority block. In doing so the employee must bump into an equivalent or lower classification and have the necessary qualifications to perform the job.

Relocation expenses are not applicable throughout this process.

The employee who bumps in accordance with (1), (2) and (3) above will not have his/her 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 one (1) year for the purpose of recall to a regular or auxiliary position within his/her seniority block provided he/she is qualified to perform the work of the position which becomes available. If recalled to work of less than four (4) months duration, layoff notice will not be required. If recalled to work of four (4) months or greater, layoff notice will be as specified in above. If this option is selected, no severance is applicable.
- (c) Opt for severance as follows:
 - (1) Regular employees hired or converted to regular status after July 1, 2002 shall be entitled to severance notice or pay in lieu of notice in accordance with the *Employment Standards Act*, but not to exceed eight (8) weeks.
 - (2) Regular employees hired or converted to regular status before July 1, 2002 shall be entitled to the current applicable severance pay provisions set out below, however it is understood that eight (8) weeks prior to the expiry of the next MOT contract, the current severance pay provisions shall cease to have application and that Clause (1) above will have application to all regular employees regardless of their hire date.

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

- (i) for the first year of completed employment, three (3) weeks' current salary;
- (ii) for the second year of completed employment, three (3) weeks' current salary;
- (iii) for each completed year thereafter, two (2) weeks' current salary.

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

An employee covered by the provision contained in Subsection (2) above will not receive an amount greater than (6) months' current salary.

13.3 Recall of Employees

Recall of employees from the recall list will be in order of seniority within a seniority block provided the employee is qualified to perform the job after a period of familiarization. Auxiliary employees do not qualify for the period of familiarization.

13.4 Seniority Block

Each employee will be assigned a point of assembly within his seniority block in accordance with Clause 33.8. Each of the following locations will be considered a separate seniority block:

Cranbrook	Fernie
Invermere	Jaffray
Kimberley	Sparwood
Yahk	

13.5 Relocations of a Temporary Nature

- (a) Employees shall not be required to relocate to a point of assembly outside their present seniority block, except for a work assignment(s) totalling twenty (20) days or less in a calendar year, or when operating specialized equipment, in which case all associated expenses and travelling time will be paid by the Employer. This time frame may be extended by mutual agreement between the Union and the Employer.
- (b) Employees will not be required to relocate outside of their seniority block if the relocation results in the layoff of a regular employee.
- (c) Auxiliary employees will not be relocated to another seniority block unless no current auxiliaries with recall rights are available.
- (d) A regular employee who is qualified to operate higher classes of equipment shall not suffer loss of substitution pay when an employee(s) from other seniority blocks are working within his/her seniority block for more than one-half (½) day.
- (e) Employees shall not be required to relocate outside the contract area.

13.6 Yard Closure

Should the Employer decide to close a yard, and/or mechanical facility and/or a classification series, those regular employees so affected will be offered work in another seniority block and be offered five thousand dollars (\$5,000) in lieu of mileage or relocation expenses.

13.7 Transfer Without Posting

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

- (a) illness of employee or family members requiring medical attention which is unavailable in the immediate area, e.g. spouse or dependent with kidney problems requiring dialysis on a regular basis;
- (b) handicapped family members who require attention which is unavailable in the immediate area, for example, blind or deaf dependents who require special schooling;
- (c) health circumstances which leave the member in a position where he/she is unable to work at the existing classification and/or location;
- (d) the Labour/Management Committee may place an employee into a vacancy prior to filling as per Clauses 12.1 and 12.2;
- (e) should a transfer require relocation of residence the cost of relocation will be borne by the employee.

13.8 Temporary Assignment Within Seniority Blocks

- (a) Employees shall not be assigned work in another classification series within their seniority block, or in another classification series in another seniority block, unless by mutual agreement between the Union and the Employer.
- (b) The bridge crew, in its entirety, will participate as and when needed for winter events. Bridge crews will not be regularly scheduled for winter work, and there would be no change in their point of assembly.

There will be no changes to their regularly scheduled shift pattern as a result of the above.

During the winter season, the road crew may be assigned bridge sidewalk clearing duties on Saturdays and Sundays only.

13.9 Core Group Regular Employees

The Employer and the Union agree that the Employer's primary source of business is the contracts it has with the Province of BC and other customers to provide road and bridge maintenance and other services. It is acknowledged by both parties that the Province of BC or other customers may alter the obligations of the Employer under these contracts and such changes may affect the Employer's operation. Given these understandings and based on the current Service Area boundaries, the Employer agrees that those employees listed in Appendix 4 – incumbent employees will not be subject to layoff, unless the Province of BC or other customers alter the obligations of the Employer and such change(s) result in the need to lay off employees.

These Core numbers will be reduced by attrition or as above.

This list will be redundant eight (8) weeks prior to the end of the next Maintenance Agreement and this article and Appendix 4 will expire at that time.

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 (2) weeks of notice being given.

Should the parties fail to agree on an appropriate Core group number, the matter shall be referred to arbitration pursuant to Clause 9.6 for resolution. The Employer may implement the change until a settlement is reached.

ARTICLE 14 - HOURS OF WORK

14.1 Hours of Work

The annual hours of work for regular employees exclusive of meal periods but including paid holidays will be nineteen hundred fifty-seven and one-half (1957½) hours.

The biweekly hours shall not exceed seventy-five (75) hours unless mutually agreed to by the Union and the Employer. Note: the seventy-five (75) biweekly hours may not apply during winter shift changes.

14.2 Work Schedules

- (a) The basic shift pattern is: 7.5 hours at 5:2. Any other shift pattern will be implemented at the Employer's discretion.
- (b) 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.
- (c) The minimum length of the normal scheduled workday will be 7.5 hours. Schedules, including starting and stopping times, will be posted at least seven (7) days in advance, including accumulated annual hours. A copy will be sent to the local union office.
- (d) The length of the workday for the summer season and the winter season will be set by the Employer based on production requirements. Notwithstanding the above, the maximum length of workday will be ten (10) hours.
- (e) The foregoing will not preclude start time adjustments.
- (f) Notwithstanding the above, the current shift patterns will remain in effect until April 1, 2004.
- (g) The normal days of rest except as otherwise agreed, shall be Saturday to Sunday. Rest days for employees on travel status may be deferred by mutual agreement.
- (h) Recognized meal periods will be within the middle two (2) hours of the workday or shift. The normal meal period will not be less than one-half (½) hour and not more than one (1) hour. Lengthening of the scheduled workday will not be achieved by expanding the normal meal period except by mutual agreement.
- (i) Employees who are required to perform their duties during the meal period, shall be paid one and one-half (1½) times the base rate for the duration of the recognized meal period and will be given a meal period with pay at another time in the shift or workday.
- (j) Work schedules will be limited to a maximum of six (6) per year, except by mutual agreement at the local level between the Employer and the employee. The new schedules, once agreed upon, shall be posted for seven (7) calendar days prior to implementation. Employee initiated changes to a work schedule will not count as a new schedule for the purposes of the article.

14.3 Conversion of Hours

- (a) *Lieu Days* - where an employee is granted a lieu day, the time off granted shall be in accordance with the current length of scheduled work as long as the shift schedule has not changed.
- (b) *Vacation* - where an employee is granted vacation pursuant to Clause 18.1, the annual vacation entitlement shall be converted to hours on the basis of annual hours of work and shall be deducted in accordance with the actual hours of the employee's daily shift in effect at the time the vacation was taken.

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

14.4 Rest Periods

All employees shall have two (2) fifteen (15) minute rest periods in each work period in excess of six (6) hours, one (1) rest period to be granted before and one (1) after the meal period. Employees working a shift of three and one-half (3½) hours, but not more than six (6) hours, shall receive one (1) rest period during such a shift. Rest periods shall not begin until one (1) hour after the commencement of work or not later than one (1) hour before either the meal period or the end of the shift. Rest periods shall be taken without loss of pay to the employees. Employees working shifts of nine hours and twenty-eight minutes (9:28) or longer shall be granted one additional fifteen (15) minute rest period.

14.5 Standby Provisions

(a) Where 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 the proportion of one (1) hour's pay for each three (3) hours standing by. An employee designated for standby shall be immediately available for duty during the period of standby at a known telephone number. No standby payment shall be made if an employee is unable to be contacted or to report for duty when required.

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

(c) Employees required to stand by shall be assigned standby on an equitable basis considering the qualifications of employees required.

ARTICLE 15 - SHIFT WORK

15.1 Premium Entitlements

(a) A premium entitlement of one dollar (\$1) per hour shall apply to all hours worked between 6:00 p.m. and 5:00 a.m.

(b) The premiums described above shall apply to overtime hours worked.

15.2 Notice of Work Schedules

(a) Work schedules negotiated as per Clause 14.2, for employees shall be posted at least fourteen (14) days in advance of the starting day of a new schedule.

(b) In the event that an employee's negotiated work schedule or shift is implemented without five (5) days advance notice, the employee will receive a premium at the applicable overtime rate for work performed on the first shift to which he/she changed, except that if the change results from no fault of the Employer, he/she shall not receive a premium at overtime rates but shall receive a premium of one dollar (\$1) per hour for work performed on the first shift to which he/she changed.

15.3 Exchange of Shifts

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

15.4 Shortfall of Annual Working Hours

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

15.5 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.

15.6 Short Changeover Premium

- (a) If shifts are scheduled so that there are not twenty-four (24) hours between the start of an employee's shift and the start of his/her next shift, a premium calculated at the overtime rates will be paid for hours worked on the succeeding shift within the twenty-four (24) hour period.
- (b) Where an employee exercises seniority rights to work shifts, one of which falls within the twenty-four (24) hour period from the start of the previous shift, the employee shall not be entitled to claim the premium rate referred to in (a) above.

15.7 Employees Working Away From Point of Assembly

- (a) Except by mutual agreement, employees working away from their point of assembly, and who return on a daily basis, shall be compensated for all hours in transit to and from their regular assembly point.
- (b) By mutual agreement an employee's point of assembly may be changed to any point within his/her seniority block or adjacent seniority block provided it does not result in a greater amount of travel time or expense to the employee.
- (c) Where mutual agreement is reached in (b) above and where damage or loss to or from an employee's vehicle results from the application of this clause while the vehicle is unattended, the Employer will reimburse the deductible portion of the insurance coverage. In situations where the employee does not have comprehensive insurance the Employer will pay for the full cost of the damage or loss.

15.8 Winter Weekend Shifts

Scheduling of agreed winter weekend shifts, for mechanics and apprentices, shall follow the guidelines noted below:

- (a) Large Shops (9 or more employees)
 - (1) A maximum of two (2) shifts daily on Saturday and Sunday.
 - (2) Two (2) employees per shift.
 - (3) No employee to work in excess of one (1) weekend per month except by mutual agreement.
 - (4) No employee to work in excess of eight (8) weekend days between December and March inclusive except by mutual agreement.

- (b) Small Shops (8 employees or less)
 - (1) A maximum of one shift daily on Saturday and Sunday.
 - (2) An employee will not be required to work in excess of two (2) weekends per month except by mutual agreement.
 - (3) As a result of working weekend days as described above, one (1) day of rest will be taken in conjunction with the rest days for the preceding or following weekend.

15.9 Reporting Pay

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

- (a) two (2) hours' pay if the employee does not commence work and/or work is cancelled without four (4) hours' notice;
- (b) four (4) hours' pay if the employee does commence work.

15.10 Copies of Shift Schedules to the Union

Copies of the agreed to shift schedules will be sent to the appropriate union area office when they are renewed or changed.

15.11 Clean-Up Time

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

15.12 Availability Provision

By mutual agreement between a core group employee and the Employer, a core group employee will leave work or not report for work subject to the following provisions:

- (a) Employees who are away from work for one day or less must be available to return to work on one hour's notice.
- (b) Employees who are away from work for more than one day must be available to return to work on one day's notice.
- (c) Employees will be paid sixty-five percent (65%) of their hourly rate when absent.
- (d) Employees will be guaranteed a minimum of nineteen hundred fifty-seven and one-half (1957½) hours per pay year (annual hours).
- (e) Overtime hours, (not pay) will be included as part of the annual hours.
- (f) Employees may choose to use banked CTO or borrow from future CTO to top up to one hundred percent (100%) of pay when absent. This top up money will not count toward the annual hours.
- (g) Pension contributions will be based on a minimum of nineteen hundred fifty-seven and one-half (1957½) hours pay per year.
- (h) Except as stated above, employees will be covered by all the benefits and provisions of the Collective Agreement as though they had been working full-time.

ARTICLE 16 - OVERTIME

16.1 Definitions

- (a) "*Overtime*" - means work performed by an employee in excess or outside of his/her 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 the straight-time rate;
- (d) "Double-time" - means twice the straight-time rate;
- (e) "Double-time and one-half" - means two and one-half times the straight-time rate.

16.2 Overtime Entitlement

A regular employee or an auxiliary on a regular shift will be entitled to compensation for authorized overtime in excess of the scheduled daily hours, or hours worked outside the work schedule(s). Other auxiliaries may be called on an as and when basis at straight-time. Where auxiliaries who are called on an as and when basis work in excess of the scheduled daily hours, overtime rates shall apply.

- (a) For the purposes of calculating the hourly rate for overtime, an employee's biweekly rate shall be divided by seventy-five (75).
- (b) Overtime shall be compensated in thirty (30) minute increments; however, employees shall not be entitled to any compensation for periods of overtime of less than five (5) minutes per day.

16.3 Sharing of Overtime

- (a) Overtime work shall be allocated equitably considering seniority, operational circumstances and the availability of qualified employees within each classification series. Such equitable sharing shall be by seniority block pursuant to (b) below.
- (b) The equitable sharing will be calculated separately for the winter and summer shifts. One timeframe is winter shift which will include auxiliaries on scheduled shifts. The second period is summer shift which will not include auxiliaries.
- (c) The Employer shall maintain records of all offers of overtime by name, date, time, method of offer, the response to the offer, and any reasons for declines. Such records shall be available for viewing by all employees.
- (d) A list of overtime worked, by classification series, shall be posted monthly in each worksite.
- (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 three (3) hours of overtime on a regular scheduled workday;
 - (2) double-time (2x) for all hours worked in excess of (1) above;
 - (3) time and one-half for all hours worked on a day of rest up to and including the normal workday length and double-time thereafter.

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

- (b) An employee who works on a designated holiday which is not a scheduled workday shall be considered to have worked overtime and shall receive additional compensation at the rate of time and one-half (1½) for all hours worked; except for Christmas and New Year's when the additional compensation shall be at the rate of double-time (2x) for all hours worked.
- (c) An employee on travel status who is required to travel on the Employer's business outside his/her regular working hours shall be compensated at the applicable overtime rates for all hours travelled. The Employer may determine the means of such travel.
- (d) An employee who is required to work on a designated paid holiday will receive the applicable overtime rates for actual hours worked on the designated paid holiday.

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 entitled to a meal break of one-half (½) hour with pay will be given.
- (b) If the employee continues to work overtime beyond three (3) hours, a meal and meal break shall be provided upon completion of an additional four (4) hours worked, and upon the completion of every three (3) hours worked thereafter.
- (c) When an employee is not on standby and is called out for overtime prior to his 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.
- (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 (b) or (c) above duplicates a meal to which an employee is entitled because of travel status or field allowance, then the employee shall receive only one (1) benefit for each meal.

16.6 No Layoff to Compensate for Overtime

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

16.7 Right to Refuse Overtime

- (a) All employees shall have the right to refuse to work overtime, except when required to do so in emergency situations, without being subject to disciplinary action for so refusing. Where all employees refuse callout for overtime work the Employer will have the right to call regular or temporary workers from adjacent seniority blocks.
- (b) An employee on standby shall not have the right to refuse callout for overtime work.

16.8 Callout Provisions

- (a) *Effective April 1, 2004.* An employee who is called back to work outside his/her regular working hours shall be compensated from time he/she leaves his/her home to report for duty until the time he/she arrives back upon proceeding directly to and from work.
- (b) *Callout Time Which Abuts the Succeeding Shift*
 - (1) If the callout is for three (3) hours or less, the employee will be required to work the callout period and the whole of the abutting shift. In this case, compensation shall be at overtime rates for the callout period and straight-time rate for the regular shift.
 - (2) If the callout is for longer than three (3) hours, the employee will be required to work the callout period and a portion of the abutting regular shift. The portion of the regular shift which must be worked will be the regular shift less the amount that the callout exceeds three (3) hours. Compensation shall be at overtime rates for the callout period and straight-time for the regular shift without shortfall.
- (c) *Overtime or Callout Which Does Not Abut the Succeeding Shift*
 - (1) When overtime is worked, there shall be an elapsed time of eight (8) hours between the end of the overtime and the time the employee reports for duty on the next regular shift, with no shortfall out of his regular shift;

(2) In a callout situation where at least three (3) hours which do not abut the succeeding shift are worked in the ten (10) hours preceding the start of the regular shift, there shall be an elapsed time of eight (8) hours between the end of callout and the time the employee reports for duty on his/her next regular shift, with no shortfall out of the regular shift;

(3) If the elapsed eight (8) hour period following results in only two (2) hours or less of their regular shift available for work, employees shall not be required to report for work on that shift, with no shortfall.

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

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

(f) *Callout for Emergency Situations*

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

16.9 Rest Interval After Overtime

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

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. Temporary /Auxiliary employees will have their banked time paid out in cash at time of layoff.

(b) When overtime is worked the employee shall indicate on his/her daily time card whether he/she elects to have such overtime compensation in all cash or time off. If no indication is made on the daily time card the overtime compensation will be all in cash.

(c) All regular employees may have up to a maximum of two hundred and fifty (250) hours in the bank at any one time. All other overtime shall be paid out in cash at any time at the option of the employee. An employee who wishes to withdraw cash from his/her CTO bank shall advise in writing the respective pay office at least two (2) weeks prior to the date the cash payment is desired, alternatively an employee may have cash from the CTO bank remitted to the BCGEU Pension Plan as a voluntary contribution.

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

16.11 Limiting of Overtime

In the interest of an employee's health and safety, the Employer agrees to make every effort to limit overtime. If an employee is working away from the point of assembly that the employee would normally be returning to that day and the overtime is refused, transportation to that point of assembly will be supplied by the Employer. If only the Employer vehicle is available and transportation to the regular point of assembly would significantly inconvenience other employees, seriously disrupt production or be required under Clause 22.5 of this contract, the Employer shall endeavour to provide alternate transportation.

16.12 Overtime for Part-time and Auxiliary Employees

- (a) An employee working less than the normal hours per day of a full-time employee, and who is required to work longer than his regular workday, shall be paid at the rate of straight-time for the hours so worked, up to and including the normal hours in the workday of a full-time employee.
- (b) An employee working less than the normal days per week of a full-time employee, shall be paid at the rate of straight-time for the days so worked up to and including the normal workdays in the workweek of a full-time employee.
- (c) Overtime rates shall apply to the hours worked in excess of five (5) consecutive days or (a) and/or (b) above.

16.13 Overtime Records

Employees and/or a union representative will be given access to the overtime records upon request.

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 holiday proclaimed a holiday by federal, provincial or municipal governments for locality in which an employee is working shall also be a paid holiday.

17.2 Holiday Falling on a Saturday or Sunday

When any of the above-noted holidays fall on a Saturday and is not proclaimed as observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement; and when a holiday falls on a Sunday and it is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding section already applies to the Monday), shall be deemed to be the holiday for the purpose of this Agreement.

17.3 Holidays Falling on a Day of Rest

- (a) When a paid holiday falls on an employee's day of rest, the employee shall be entitled to a day off with pay in lieu.
- (1) Earned statutory holiday lieu days for statutory holidays occurring between January 1st and June 30th shall be scheduled by mutual agreement at the local level subject to operational requirements and shall be taken by December 31st of that year.
 - (2) Earned statutory holiday lieu days for statutory holidays occurring between July 1st and December 31st shall be scheduled as above and shall be taken by June 30th of the following year.
 - (3) Scheduling of these lieu days shall be by mutual agreement within sixty (60) days following the paid holiday. If not scheduled within sixty (60) days, it shall be immediately scheduled on the vacation roster.
- (b) If an employee is called in to work on the day designated as the lieu day pursuant to (a) above, he shall be compensated at double-time rate.

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 Day or the following 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 an employee has been working in a higher paid position than his/her regular position for a majority of the sixty (60) workdays preceding a paid holiday, in which case he/she shall receive the higher rate. For employees who work in excess of seven and one-half (7½) hours per day, they shall receive the higher rate if they have been working in a higher paid position for a majority of the four hundred and fifty (450) working hours preceding a paid holiday.

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 year commencing January 1 and ending December 31 of the same year.

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

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

Vacation Years	Workdays
First to fifth	15
Sixth	16
Seventh	17
Eighth	21
Ninth	22
Tenth	23
Eleventh	24
Twelfth	25
Thirteenth to nineteenth	25
Twentieth and thereafter	30

(c) *Conversion of Hours* - where an employee is granted vacation pursuant to this article, and where the regularly scheduled workday is greater than seven and one-half (7½) hours per day, the annual vacation entitlement shall be converted to hours on the basis of seven and one-half (7½) hour day and deducted accordingly.

(d) Employees engaged on a less than full-time basis shall be entitled to annual vacation on a pro rata basis as above.

18.2 Vacation Earnings for Partial Years

- (a) During the first partial year of service a new employee will earn vacation at the rate of one and one-quarter (1¼) days for each month in which he/she has accrued at least ten (10) days' seniority.
- (b) During the first and subsequent vacation years an employee will earn one-twelfth (1/12) of the annual entitlement for each month in which the employee has received at least ten (10) days' pay at straight-time rates. Where an employee has taken more vacation than earned, the unearned portion taken shall be charged against future earned credits or recovered upon termination whichever occurs first.

18.3 Vacation Scheduling

- (a) With the exception of authorized vacation carryover under Clause 18.6, the scheduling and completion of vacations shall be on a calendar-year basis.
- (b) The 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, etc.
- (c) An employee earns but is not entitled to receive vacation leave during the first six (6) months of continuous employment.
- (d) *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. In peak work periods, a minimum of one (1) regular employee in each classification may take his/her vacation subject to Clause 18.3(e) of this Agreement.
 - (2) Notwithstanding (1) above, work groups consisting of six (6) to eight (8) employees, as at April 1st of each year, may have their availability to take vacation during July, August and December limited to two (2) employees away at a time in each classification series. Likewise, work groups of five (5) or less employees as at April 1st may have their availability to take vacation during those months limited to one (1) employee away at a time in each classification series. Likewise, work groups consisting of nine (9) or more employees may have their availability to take vacation during those months limited to three (3) employees away at any time in each classification series.
- (e) *Preference in Vacation*
 - (1) A preference in selection of vacation time shall be determined in each work group on the basis of service seniority by classification within that work group.
 - (2) An employee shall be entitled to receive his/her vacation in an unbroken period. Employees wishing to split their vacation may exercise service seniority rights in their first choice within each vacation block. Seniority shall prevail in the choice of the subsequent vacation period, but only after all other first vacation periods have been selected.
- (f)
 - (1) Vacation schedules will be posted between December 1st and December 15th for the period of January 1st through April 30th, and between April 1st and April 15th for the period May 1st through December 31st.
 - (2) Employees who do not exercise their seniority rights within fourteen (14) days of the vacation schedule being posted shall not be entitled to exercise those rights with respect to any vacation time previously selected by employees with less seniority. The Employer reserves the right to schedule vacation for those employees who have not selected their vacation by May 15th except for vacation to be carried over in accordance with Clause 18.6 of this Agreement.
 - (3) The Employer shall make every reasonable effort to contact employees who are absent in order to establish such employees' preference for vacation.

(g) *Vacation Relief*

Where vacation relief is required, the Employer shall give full-time employees the opportunity to substitute and in accordance with Clause 27.4 and shall make every reasonable effort to arrange for staff replacement in the lowest paying category.

(h) Vacation schedules, once approved by the Employer, shall not be changed, other than in cases of emergency, except by mutual agreement between the employee and the Employer.

18.4 Vacation Pay

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

(b) When a payday falls during a regular employee's vacation, the employee shall be entitled to have the paycheque forwarded to a mailing address supplied by the employee in writing.

(c) Once per calendar year, upon thirty (30) days' written notice, a regular employee shall be entitled to receive, prior to commencement of a vacation, a payroll advance equivalent to the amount of his/her regular paycheque issued during the vacation period, except that no payroll advance shall be issued in December for any pay periods that fall in January or in March for any pay periods that fall in April.

18.5 Approved Leave of Absence With Pay During Vacation

When an employee is in receipt of Short Term Illness and Injury Plan benefit or leave with pay in accordance with Clauses 19, 20.1 or 20.5 during the vacation period, there shall be no deduction from the vacation credits for such leave. The period of vacation so displaced shall be rescheduled by mutual agreement. An employee intending to claim displaced vacation must advise the Employer and provide the necessary document within seven (7) days of returning to work.

18.6 Vacation Carryover

(a) An employee may carry over up to five (5) days' vacation leave per vacation year, not to exceed a total carryover of ten (10) days at any one time.

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

18.7 Callback From Vacation

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

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

(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

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

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 Short Term Illness and Injury Plan 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 death in the immediate family an employee not on leave of absence without pay shall be entitled to special leave at his/her regular rate of pay. Such leave shall normally not exceed five (5) workdays.
- (b) Immediate family is defined as an employee's parent, wife, husband, child, brother, sister, father-in-law, mother-in-law, grandparent and grandchild, and step parent.
- (c) In the event of the death of the employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law and any other relatives permanently residing in the employee's household or with whom the employee permanently resides, the employee shall be entitled to special leave at his/her regular rate of pay for one (1) day for the purpose of attending the funeral.
- (d) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.
- (e) Auxiliary employees shall be entitled to bereavement leave as outlined above, but such leave shall be without pay.

20.2 Special Leave

- (a) Where leave from work is required, an employee shall be entitled to special leave at his/her regular rate of pay for the following:
 - (1) marriage of the employee - three (3) days;
 - (2) attend wedding of the employee's child - one (1) day;
 - (3) birth or adoption of the employee's child - one (1) day;
 - (4) serious household or domestic emergency - one (1) day;
 - (5) moving household furniture and effects - one (1) day;
 - (6) attend his/her formal hearing to become a Canadian citizen - one (1) day;
 - (7) attend funeral as pallbearer or mourner - one (1) day (limited to two (2) times per year);
 - (8) court appearance for hearing of employee's child - one (1) day.
- (b) Two (2) weeks' notice is required for leave under (a)(1), (2), (5) and (6).
- (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/she is maintaining a self-contained household and if he/she is changing his/her place of residence which necessitates the moving of household furniture and effects during his/her normal working hours, and if he/she has not already qualified for special leave under (a)(5) on two (2) occasions within the preceding twelve (12) months.

20.3 Family Illness

In the case of illness of a dependent child or spouse of an employee, and no one at the employee's residence other than the employee can provide for the needs of the ill child (or the spouse), or the needs of the dependent children the employee shall be entitled, after notifying his/her supervisor, to use up to a maximum of two (2) days paid leave at any one time for this purpose.

20.4 Full-time Union or Public Duties

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

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

20.5 Leave for Court Appearances

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

20.6 General Leave

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

20.7 Leave for Medical and Dental Care

- (a) Where it is not possible to schedule medical and/or dental appointments outside regularly scheduled working hours, reasonable time off for medical and dental appointments for employees or for dependent children shall be permitted, but where any such absence exceeds two (2) hours, the full-time absence shall be charged to the entitlement described in Clause 20.8.
- (b) Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their credit described in Clause 20.9 the necessary time including travel and treatment time up to a maximum of three (3) days to receive medical and dental care at the nearest

medical centre for the employee, his spouse, dependent child and 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.

20.8 Maximum Leave Entitlement

Leaves taken under Clauses 20.2, 20.3 and 20.7 shall not exceed a total of five (5) days or equivalent hours per calendar year, unless additional special leave is approved by the Employer.

20.9 Emergency Service Leave

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

20.10 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; or
- (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/she chooses to use part or all of his/her annual vacation entitlement for these activities, or where he/she elects to take leave of absence without pay for annual training as stipulated in (a)(1) above.

ARTICLE 21 - PREGNANCY, PARENTAL AND ADOPTION LEAVE

21.1 Pregnancy Leave

- (a) An employee is entitled to pregnancy leave of up to seventeen (17) consecutive weeks without pay.
- (b) An employee shall notify the Employer in writing of the expected date of the commencement of her leave. Such notice will be given at least four (4) weeks prior to the expected date of the commencement of pregnancy leave.
- (c) The period of pregnancy leave may commence up to eleven (11) weeks prior to the expected date of birth and shall end no earlier than six (6) weeks after the actual birth date. A shorter leave period may be requested provided such request is accompanied by a duly qualified medical practitioner's certificate stating that the employee is able to resume work.

21.2 Parental/Adoption Leave

- (a) Upon written request an employee shall be entitled to parental leave of up to thirty-seven (37) consecutive weeks without pay [thirty-five (35) consecutive weeks for a birth mother who took pregnancy leave pursuant to Clause 21.1 above].
- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the thirty-seven (37) weeks parental leave between them.
- (c) Such written request pursuant to Clause 21.2(a) above must be made at least four (4) 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 Clause 21.1;
 - (2) in the case of a birth father or birth mother who did not take pregnancy leave pursuant to Clause 21.1 above, beginning after the child's birth and within fifty-two (52) weeks after that event;
 - (3) in the case of an adopting parent, beginning within fifty-two (52) weeks after the child is placed with the parent.
- (e) A leave request under this clause must be supported by appropriate documentation.

21.3 Extension of Leaves

Employees who are entitled to leave pursuant to Clauses 21.1 or 21.2 shall be entitled to an extended leave of up to an additional six (6) months for health reasons where a doctor's certificate is presented. Such written request must be received by the Employer at least four (4) weeks prior to the expiration of leave taken pursuant to Clause 21.1 or 21.2.

21.4 Benefit Continuation

- (a) For leaves taken pursuant to Clause 21.1, 21.2 and 21.3 the Employer shall maintain coverage for medical, extended health, dental, group life and long term disability, and shall pay the Employer's share of these premiums.
- (b) Notwithstanding Clause 21.4(a) above, should an employee be deemed to have resigned to accordance with Clause 21.5 the Employer will recover monies paid pursuant to this clause.

21.5 Deemed Resignation

An employee shall be deemed to have resigned on the date upon which leave pursuant to Clause 21.1, 21.2 and 21.3 commenced unless he/she advised the Employer of his/her intent to return to work one (1) month prior to the expiration of the leave pursuant to Article 21, or if he/she does not return to work after having given such advice.

21.6 Entitlements Upon Return to Work

- (a) Notwithstanding Clause 18.1(b) and 18.6, vacation entitlements and vacation pay shall continue to accrue while an employee is on leave pursuant to Clauses 21.1 or 21.2 providing the employee returns to work for a period of not less than six (6) months. Vacation earned pursuant to this clause may be carried over to the following year, notwithstanding Clause 18.6.
- (b) An employee who returns to work after the expiration of pregnancy, parental, adoption or extensions to such leaves shall retain the seniority the employee had accumulated prior to commencing the leave and shall be credited with seniority for the period of time covered by the leave.
- (c) On return from pregnancy, parental, adoption or extensions to such leaves, an employee shall be placed in the employee's former position or in a position of equal rank and basic pay.
- (d) Employees who are unable to complete the six (6) months return to work required in Clause 21.6(a) as a result of proceeding on pregnancy, parental or adoption leave shall be credited with their earned vacation entitlements and vacation pay providing the employee returns to work for a period of not less than six (6) months following the expiration of the subsequent pregnancy, parental or adoption leave.

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 *Factories 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

The Employer shall establish a safety committee and schedule monthly meetings with employees in each seniority block to discuss health and safety matters. The Employer shall maintain a record of the meeting and matters discussed. Copies of the monthly report shall be sent to members of the Labour/Management Committee.

22.3 Local Occupational Health and Safety Committee

- (a) The Employer and the Union shall establish a joint safety committee to be composed of union and employer representatives. The union representative shall be appointed by the Union and such representative(s) must be in the employ of the Employer. The Committee shall meet monthly to discuss questions or problems which may arise with respect to the health and safety of all employees.
- (b) All meetings of the Committee shall be recorded and sent to the Union and the Employer. The Committee shall consist of three (3) union representatives, one from the road crew, bridge crew and mechanical crew and three (3) management representatives.
- (c) Employees who are representatives of the Committee shall not suffer any loss of regular earnings for the time spent attending a committee meeting, job site inspection, or accident investigation in accordance with WCB regulations. Any necessary transportation shall be provided by the Employer.
- (d) Committee meetings shall be scheduled during normal working hours whenever practicable. Time spent by designated committee members attending to committee business or accident investigation on their days of rest or outside their regularly scheduled hours of work shall not be considered time worked but such employees shall receive equivalent time off at straight-time.
- (e) The Employer and the Union agree that it is mutually beneficial to have all members in attendance at meetings of Health and Safety committees. The Employer shall make every reasonable effort to ensure that the union members are able to attend such meetings.
- (f) On a monthly basis each crew shall have a crew safety meeting. Any unresolved concerns shall be forwarded to the Joint Committee. Monthly crew safety meetings shall be recorded and sent to the Union and the Joint Occupational Health and Safety Committee.

22.4 Unsafe Work Conditions

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

- (a) a safety officer; or
- (b) 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 the Workers' Compensation Board Industrial Health and Safety Regulations, he/she shall not be subject to disciplinary action.

22.5 Injury Pay Provision

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

22.6 Transportation of Accident Victims

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

22.7 Investigation of Accidents

- (a) Pursuant to the Workers' Compensation Board Industrial Health and Safety Regulations, all accidents shall be investigated jointly by at least one (1) representative designated by the BCGEU and one (1) management representative.

- (b) Reports shall be submitted on a mutually-agreed accident investigation form and copies sent to:
- (1) Workers' Compensation Board;
 - (2) Employer Designate(s);
 - (3) BCGEU Designate(s); and
 - (4) Occupational Health & Safety Committee.
- (c) In the event of a fatality, the Employer shall immediately notify the President of the Union, or designate, of the nature and circumstances of the accident and arrange as soon as possible for a joint investigation.

22.8 Occupational First Aid Requirements and Courses

- (a) The Union and the Employer agree that First Aid Regulations made pursuant to the *Workers Compensation Act* shall be fully complied with.
- (b) Where the Employer requires an employee, or where the employees are currently performing first aid duties in addition to the normal requirements of the job, the cost of obtaining and renewing the Occupational First Aid Certificate shall be borne by the Employer, and leave to take the necessary courses shall be granted with pay.
- (c) Employees required to possess an Occupational First Aid Certificate and who are designated to act as the First Aid Attendant in addition to their normal job responsibilities shall receive the following allowance on the basis of the Class of certificate which they hold.
- Occupational First Aid Certificate, Level 3 - \$39.23 per biweekly period or \$85 per month
 - Occupational First Aid Certificate, Level 2 - \$32.31 per biweekly period or \$70 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 job duties will receive their full monthly allowance while on approved leave with pay of up to ten (10) days or while on vacation leave with pay.

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

- (d) (1) In order to meet the requirements of (a) above, the Employer will designate in order of seniority from among those regular employees holding an appropriate Occupational First Aid Certificate to act as the First Aid Attendant in addition to the normal requirements of the job.
- (2) Where no employee within the work unit possesses an Occupational First Aid Certificate, the opportunity to obtain a certificate will be offered to regular employees within the work unit in order of service seniority, provided the employee can meet the requirements of the WCB regulations to undertake the training in order to obtain an Occupational First Aid Certificate.
- (3) In the event that the procedures outlined above do not meet the requirements of (a), the Union will assist the Employer to meet their obligations by approaching full-time employees in the work unit 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.
- (5) Failing (4) above, the Employer may require the most senior regular employee within the work unit who can meet the requirements of the WCB regulations to undertake Occupational First Aid training in order to obtain a certificate.

22.9 Unresolved Safety Issues

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

22.10 Dangerous Goods, Special Wastes, Pesticides and Harmful Substances

Where employees are required to work with or are exposed to any Dangerous Good, Special Waste, Pesticide or Harmful Substance, the Employer shall ensure that the employees are adequately trained in the identification, safe handling, use, storage, and/or disposal of same.

22.11 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.

22.12 Survival First Aid Course

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

22.13 Training Programs for Occupational Health and Safety Committee Members

Occupational Health and Safety Committee members will be trained as to their responsibilities. When training 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.

ARTICLE 23 - TECHNOLOGICAL CHANGE

23.1 Notice of Technological Change

Where the Employer intends to introduce technological change, the Employer shall provide the Union with as much notice as possible, but in any event not less than sixty (60) days.

Notice of the change is to include the nature of the change, the anticipated date of effect, and the names of employees likely to be directly affected.

A copy of this notice will be sent to the employees so affected.

23.2 Meeting Between the Parties

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

When necessary to reduce staff due to technological change, employees so affected may opt for any of the provisions of Article 13.

23.3 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 OUT

24.1 Regular Employees

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

24.2 Auxiliary Recall

It will not be deemed to be a violation of this Agreement when the Employer contracts out work which results in an auxiliary on layoff not being recalled for work assignment.

ARTICLE 25 - HEALTH AND WELFARE BENEFITS

25.1 Short Term Illness and Injury Plan

The Employer will provide a Short Term Illness and Injury Plan which shall include the following:

- (a) The Employer will provide a Short Term Illness and Injury Plan that entitles eligible employees to a benefit of seventy-five percent (75%) of pay for a period not to exceed seven (7) months from date of absence.
- (b) Employees shall be eligible for coverage for Health and Welfare Benefits effective the first day of the month following their appointment to regular status or as per Clause 31.7.

25.2 Basic Medical Insurance

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

25.3 Extended Health Care Plan

Regular employees shall be entitled to coverage for Extended Health Care that is comparable to the coverage currently provided by the Government of British Columbia for BCGEU employees. Vision care coverage shall be two hundred and fifty dollars (\$250) annually for dependent children and every twenty-four (24) months for employee and spouse.

25.4 Dental Plan

- (a) The Employer shall pay the monthly premium for employees entitled to coverage under a mutually acceptable plan which provides:
 - (1) Part A, 100 percent coverage - no limits;
 - (2) Part B, 60 percent coverage - no limits;
 - (3) Part C, 60 percent coverage.
- (b) An employee is eligible for orthodontic services under Part C after twelve (12) months' participation in the Plan. Orthodontic services are subject to a lifetime maximum payment of three thousand dollars (\$3000) per patient.

25.5 Group Life and Accidental Death and Dismemberment

- (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 one hundred thousand dollars (\$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 base 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 employees' 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

For loss of:

- both hands or both feet the principal sum
- sight of both eyes the principal sum
- one hand and one foot..... the principal sum
- one hand or foot and sight of one eye the principal sum
- speech and hearing..... the principal sum
- one leg or one arm 3/4 the principal sum
- either hand or foot..... 2/3 the principal sum
- speech or hearing 2/3 the principal sum
- sight of one eye 2/3 the principal sum
- thumb and index finger of the same hand..... 1/3 the principal sum
- quadriplegia (total and irreversible paralysis of all four limbs) the principal sum
- paraplegia (total and irreversible paralysis of both lower limbs)..... the principal sum
- hemiplegia (total and irreversible paralysis of one arm and one leg on the same side of the body)..... the principal sum

For loss of the use of:

- both hands or arms..... the principal sum
- one arm or one leg 3/4 the principal sum
- one hand or one foot..... 2/3 the principal sum

Employees hired on or after October 28, 1988 shall, as a condition of employment enrol in the Accidental Death and Dismemberment Plan and shall complete the appropriate payroll deduction authorization forms.

(c) The Group Life Plan shall allow for advanced payment of fifty percent (50%) of Group coverage to a maximum of \$50,000 for terminally ill employees who meet the plan qualifications outlined in Information Appendix #1.

25.6 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 statements required by the Employer, or the Employer's carrier, shall be at the Employer's expense and be on the Employer's time.

25.7 Medical Examination

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

25.8 Wage Indemnity and Long Term Disability

Eligible employees shall be entitled to coverage for wage indemnity and long term disability as provided for in this article and pursuant to Appendix 1.

The Employer shall maintain coverage for MSP, extended health benefits, dental care benefits, group life, accidental death and dismemberment, wage indemnity and long term disability and pension plan contributions and shall pay the Employer's share of these premiums while an employee is in receipt of benefits pursuant to the Wage Indemnity and Long Term Disability Plans.

Vacation entitlement and vacation pay for an employee on Wage Indemnity Leave shall continue to accrue while the employee is on leave. Vacation earned pursuant to this clause may be carried over to the following year.

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

25.9 Workers' Compensation Benefits

- (a) When an employee is on a claim recognized by the WCB, he shall be entitled to receive the same net pay, benefits and seniority until he is medically cleared to return to work.
- (b) Monies in reimbursement of lost wages received from WCB will be returned to the Employer.
- (c) Vacation credits will accrue on Workers' Compensation benefits.

25.10 Continuation of Benefits

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 25.1, 25.2, 25.3, 25.4, 25.5 and 25.8 above for a maximum period of twelve (12) consecutive months immediately following the month in which an employee loses benefit coverage by prepaying the premium themselves to the Employer.

25.11 Copies of 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 distribute to all eligible employees a pamphlet(s) detailing the provisions of the benefit plans.
- (c) No changes will be made to the benefit plan coverage without mutual agreement of the parties.

ARTICLE 26 - EMPLOYEE EQUIPMENT AND CLOTHING

26.1 Protective Clothing

- (a) Protective clothing is understood to mean wearing apparel which protects the employee's clothing from excessive dirt, grease, sparks or chemicals.
- (b) The Employer agrees to supply the following protective apparel:
 - (1) *Individual Issue*
 - (i) Individual issue coveralls for:
 - Mechanic - maximum three (3) pair per week;
 - Machine Operator - one (1) pair per week;
 - Bridge Worker - one (1) pair per week.
 - (ii) Individual issue laboratory coats or counter coats or coveralls (employee's choice):
 - Mechanic Foreman - maximum three (3) pair per week;

- (iii) Individual issue welder's leather jackets and aprons where appropriate.
- (iv) Any individual issue item described above must be worn by the employee on a regular basis or the Employer reserves the right to cancel this issue.
- (v) Where the Employer supplies items listed above, the Employer agrees to bear the cost of approved laundering and repair.

(2) *Plant Issue*

- (i) Plant issue rubber boots, aprons, gloves and goggles where appropriate when employees are cleaning or washing machinery or equipment.
- (ii) Plant issue to operators when they are required to service equipment.
- (iii) Plant issue coveralls to Mechanics if individual issue is insufficient.
- (iv) Plant issue coveralls to those employees engaged in the operation of Distributor Trucks, engaged in the operation of open highways sweepers and those engaged in sign maintenance, asphalt patching and crack sealing.
- (v) Plant issue coveralls to Bridgemen and Bridge Labourers when required to work with creosote.
- (vi) Where the Employer supplies items listed above, the Employer agrees to bear the cost of approved laundering and repair.

26.2 Coverall Issue

The Employer agrees to supply two (2) pairs of insulated plant issue coveralls to each crew for use in inclement weather. It shall be the responsibility of the Employer to maintain, clean and repair such coveralls.

26.3 Safety Equipment

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

- (1) Hard hats and liners where required;
- (2) Safety gloves;
- (3) Safety or welding goggles and helmets;
- (4) Respirators;
- (5) Protective hearing devices.

(b) *Replacement Provisions*

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

26.4 Lockers

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

26.5 Tool Allowances

- (a) Other than employees classified as tradesmen, helpers or apprentices, employees will not be required to supply work tools or equipment.
- (b) Where maintenance of employees' hand tools has been done by the Employer in the past, this practise shall continue. It is understood that "*maintenance*" as used in this section shall mean sharpening and keeping in good working condition.
- (c) *Replacement of Employee's Hand Tools*

The Employer will replace the employee's hand tools, tool boxes, pneumatic and power tools which may be lost, worn out or broken while used on the job, upon reasonable proof of such loss or breakage, and proof that there has been no negligence on the part of the employee. Replacement will be of equal quality.

- (d) Employer agrees to supply reasonable amounts of power tools, speciality tools, and testing equipment required. Once each calendar year, regular mechanics and welders shall receive the following tool allowance:

- Three hundred dollars (\$300) per regular mechanic
- One hundred dollars (\$100) per regular welder

26.6 Comprehensive Insurance

The Employer agrees to provide comprehensive insurance covering tool boxes, tools, reference texts, and instruments owned by the employees that are used in the performance of their duties.

26.7 Footwear Allowance

Once each calendar year, every regular employee who has been employed for a minimum of one (1) year, shall receive up to a one hundred and fifty dollar (\$150) footwear allowance upon providing a receipt(s) of purchase.

ARTICLE 27 - RATES OF PAY AND CLASSIFICATION

27.1 Rates of Pay

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

27.2 Paydays

- (a) Employees shall be paid biweekly every second Friday.
- (b) A comprehensive statement detailing all payments, allowances and deductions shall accompany the paycheque for each pay period.
- (c) Where direct deposit is available, the Employer shall provide for the direct deposit (electronic funds transfer) of the employee's pay in a participating chartered bank, trust company, or credit union of the employee's choice on or before the appropriate payday.
- (d) The Employer shall provide the Union with a monthly statement of pension contributions (employer and employee) as it is remitted to the Pension Administrator.
- (e) Employees working shifts shall receive pay statements in accordance with the following:
 - (1) *day shift* - on the payday;
 - (2) *afternoon shift* - coming off the shift prior to the payday;
 - (3) *night shift* - coming off shift the morning of the payday.

(f) If the pay is not available on the payday, the Employer shall arrange for the employee to be provided on the payday with an adequate advance on his/her wages.

27.3 Substitution Pay

- (a) When an employee substitutes to a higher paying position for more than one-half (1/2) hour, he shall be paid the higher rate by one-half (1/2) day increments, except as provided in Clause 30.3.
- (b) Substitution to a higher paying position shall be offered to the most senior qualified employee in a classification series by assembly point.
- (c) TS and RFs who relieve in a higher classification in excess of three (3) continuous workdays will receive the higher rate beginning on the fourth (4th) workday.
- (d) Substitution to TS and RFs classifications shall be immediate where leave is for union business.
- (e) Where an established supervisory position exists, a substitute shall be designated in accordance with paragraph (c).

27.4 Rate of Pay on Reclassification or Promotion

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

27.5 Pay on Temporary Assignment

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

27.6 Vehicle Allowance

Vehicle allowances for all distances travelled on employer business shall be paid to employees required to use their own vehicles in the performance of their duties. Ownership of a vehicle shall not be a condition of employment.

Effective date of ratification, vehicle allowance shall be thirty-eight cents (38¢) per kilometre.

27.7 Meal Allowances

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

Effective date of ratification, meal allowance shall be:

Breakfast	\$ 8.50
Lunch.....	\$10.65
Dinner.....	\$18.25

27.8 Abnormal Working Conditions

Premium rates for abnormal working conditions shall be as follows:

Both parties to this Agreement recognize that employees should not be required to work under abnormal working conditions, however, where it is unavoidable the following shall apply. A premium allowance of one dollar (\$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. Premium allowance shall apply to actual time while exposed, except that time shall be calculated in one (1) hour increments. This same premium shall apply to tree falling (six [6] inch diameter or greater), working in confined areas, working with sewage, or welding and cutting of galvanized material.

27.9 Upgrading Qualifications

Where the Employer requires an employee to upgrade his/her 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.

27.10 Accommodation, Board and Lodging

Accommodation, board and lodging allowances for employees required to work away from their seniority block shall be as per Memorandum of Understanding #1.

27.11 Relocation Expenses

Regular employees who have to move from one seniority block to another after winning a competition, or pursuant to Clause 13.2, shall be entitled to relocation expenses, as per Memorandum of Understanding #1.

27.12 Retirement Allowance

(a) Upon retirement from service, an employee who has completed twenty (20) years of service seniority, is entitled to an amount equal to his/her salary for one (1) month, and for each full year of service exceeding twenty (20) years but not exceeding thirty (30) years, is entitled to an additional amount equal to one-fifth (1/5) of his/her monthly salary. The employee may opt to take the allowance as equivalent paid leave of absence to be taken immediately prior to retirement.

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

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

27.13 Telephone Allowance

Employees on travel status who are required to obtain overnight accommodation will be entitled to claim for one (1) five (5) minute telephone call within British Columbia, for every night away.

27.14 Work Time Records

(a) All hourly rate employees shall submit a daily time card to the Foreman.

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

27.15 Training Allowance

(a) District Training Operator appointments shall be made on the basis of knowledge and qualification. Employees so appointed shall, in addition to their base rate of pay, receive an allowance of one hundred and fifty dollars (\$150) per month.

(b) Employees who are required by the Employer to provide training to a specified level and to certify to the competency of the employees so trained shall receive twelve dollars (\$12) per day while training. In such cases, the most senior qualified operator with the capability to provide training in the required class of equipment shall be given the opportunity to provide such training.

27.16 Cost Savings

The Company will issue employee identification cards to be used at participating suppliers in order for employees to purchase items, merchandise, goods, etc. at discounted prices, as long as such purchases are for personal or family benefit. Employees must not use this benefit for profit or gain.

ARTICLE 28 - CLASSIFICATION SPECIFICATIONS

28.1 Classification Specifications

Classification specifications shall be established [within twelve (12) months of ratification] 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 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 classification, or piece of equipment, within ten (10) days of their first meeting or other such period agreed to by the Parties, the Employer may on an interim basis implement a salary.
- (c) The Union may then refer the matters, within twenty-one (21) days, to arbitration. The Arbitrator shall determine the rate of pay.
- (d) The new rate of pay shall be effective on the date agreed to by the parties, or the date set by the Arbitrator but, in any event, not earlier than the date of implementation.
- (e) An employee shall have the right to grieve, through the Union, the classification of the position he occupies if an employee believes that the position he occupies is improperly classified.

ARTICLE 29 - APPRENTICES

29.1 Administration and Implementation of Apprenticeship Programs

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

29.2 Apprentices Attending School as Required by the Ministry of Labour, Skills and Development

- (a) When an Apprentice is attending school as required by the BC Ministry of Labour, Skills and Development, he/she shall be paid his/her appropriate wage rate. Where eligible, the Apprentice shall apply for a wage allowance from Ministry of Human Resources Development and shall remit this allowance to the Employer.
- (b) The Employer will advise Apprentices when they are eligible for a Ministry of Human Resources Development wage allowance.
- (c) Apprentices will qualify for board and lodging expenses while attending school required by BC Ministry of Skills, Development and Labour. Rates will be in accordance with Memorandum of Understanding #1.

29.3 Apprentices Attending Special Training as Required by Employer

Where apprentices are required by the Employer to attend specialized training locations, which require them to either relocate or transfer from their seniority block, they shall receive the appropriate allowance as described in Memorandum of Understanding #1 and shall be placed on travel status.

ARTICLE 30 - TRAINING

30.1 Employee Training

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

- (a) implement an upgrading and/or training program for all trade or trades related classifications and all supervisory positions;
- (b) ensure there are at least two (2) regular employees in each seniority block (in excess of the normal operators) trained and qualified to operate each piece of equipment working in each seniority block, e.g., single axle dump truck, tandem dump truck, distributor truck, loader, grader, gradall, etc.;
- (c) where the complement in (b) above falls below two (2) regular employees, the Employer shall, within two (2) weeks, commence operator training pursuant to Clause 30.3;
- (d) once per calendar year between January 1 and January 31 employees shall indicate in writing to the Joint Labour/Management Committee requests for training for the upcoming year. The Joint Labour/Management Committee shall review these requests prior to March 30 of the same year and the Employer shall implement training programs for each seniority block.

30.2 Selection for Training

- (a) As required within a regular seniority block, training will be offered to employees in the following order:
 - (1) senior regular employee within the classification;
 - (2) senior regular employee within the classification series;
 - (3) senior auxiliary employee within the classification series;
 - (4) senior regular employee in any other classification series;
 - (5) senior auxiliary employee in any other classification series.
- (b) The senior employee within a seniority block may not be eligible for further training until all other employees within the classification series have been offered training. When a new type of equipment is introduced, the seniority process in (a) above will not necessarily take precedence over (b) in order to develop adequate levels of competent operators in the contract area.

30.3 On-the-Job Operator Training

- (a) Employees shall be designated for on-the-job operator training in writing.
- (b) Training shall be considered time worked.
- (c) An employee rejected from the training program will be so informed in writing by the Employer.
- (d) Unless the employee is under direct supervision, an employee operating equipment at a higher rate shall receive the substitution pay in accordance with Clause 27.3.
- (e) The parties recognize that continuity of training is important. The Employer shall schedule standardized training so as to provide the required continuity. It is understood that the length of training may vary depending on operator experience, complexity of the equipment, and operational requirements; however, a minimum of three (3) consecutive days will be allowed unless proficiency is achieved sooner.

30.4 Completion of Courses on Company Time

- (a) Employees may be granted reasonable time during the regular workday to complete employer approved courses.
- (b) 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.
- (c) 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.

30.5 Reimbursement for Approved Courses

- (a) Employees shall, upon successful completion of job-related courses be reimbursed one hundred percent (100%) of employer pre-approved costs.
- (b) The parties to this Agreement may, by mutual consent, agree to an alternate reimbursement percentage for approved job-related courses.
- (c) Termination of employment will nullify any obligation of assistance by the Employer.
- (d) After successful completion of such courses, the employee must remain an employee of the company for twelve (12) months or reimburse all monies paid on a pro rata basis.

30.6 Training Away from Regular Seniority Block

Where the Employer requires employees to take training away from their regular 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 Memorandum of Understanding #1.

30.7 Examinations

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

ARTICLE 31 - AUXILIARIES

31.1 Notice

Where an employee is employed for a period of less than six (6) months, the Employer shall provide the employee with a letter of appointment stating the expected duration of employment and shall provide the employee with as much notice of layoff as is operationally feasible.

31.2 Seniority List

The Employer will prepare seniority lists for auxiliary employees in each classification series within a seniority block. These lists shall be posted twice yearly, April 1st and October 1st, in each seniority block.

31.3 Seniority for Auxiliary Employees

Service seniority for auxiliary employees shall be defined as the total number of straight-time hours worked with Employer plus all accumulated hours accrued with the Public Service of BC plus all accumulated hours accrued with previous maintenance contractors in Contract Area 11.

31.4 Loss of Seniority for an Auxiliary Employee

- (a) An auxiliary employee shall lose his/her seniority in the event that:
- (1) he/she is terminated for cause;
 - (2) he/she voluntarily terminates or abandons his/her position;
 - (3) he/she is on layoff for more than twelve (12) months; except for auxiliary employees newly hired after September 1, 2006 who shall lose seniority after six (6) months on layoff from any layoff that occurs during the first twelve (12) months following their original date of hire. Should such an employee be rehired by the Employer after the first anniversary of their original date of hire, they will then be covered by the twelve (12) month provision set out above;
 - (4) he/she is unavailable for, or declines, three (3) offers of re-employment as provided for in Article 31.6.
- (b) An auxiliary employee on a claim recognized by the Workers' Compensation Board or work related ICBC claim shall be credited with service seniority to what he/she would have earned had he/she not been absent and been able to work.

31.5 Unauthorized Absence from Work

An employee who fails to report for duty for five (5) consecutive workdays without informing the Employer of the reason for his absence will be presumed to have abandoned his position.

31.6 Layoff and Recall

- (a) (1) Layoff of auxiliary employees shall be by classification, in reverse order of seniority within a seniority block.
- (2) Auxiliary employees on layoff shall be recalled in order of seniority within a seniority block provided the auxiliary employee is qualified to carry out the work which is available.
- (b) 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 purpose of Clause 31.4(a)(4).
 - (3) An employee who declines work on three (3) separate occasions in a six (6) month period (January-June and July-December) shall lose his seniority and shall be considered terminated for just cause. It is understood that only one (1) decline may be counted per calendar day.
 - (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 31.4(a)(4):
 - (i) absence on a WCB or ICBC claim;
 - (ii) pregnancy/parental 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 (5) days or where it appears a pattern of consistent or frequent absence is developing;
- (vi) illness of a dependent child, spouse or parent of an auxiliary employee, where no one other than the employee can care for the child, spouse or parent. Proof of illness may be required if a pattern of consistent absence is developing. Such leave will not exceed two (2) days;
- (vii) union leave per Clauses 2.10 or 2.11;
- (viii) jury duty;
- (ix) medical or dental appointments;
- (x) any approved leave of absence without pay;
- (xi) less than eight (8) hours' notice of recall.

(c) 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.

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

31.7 Auxiliary Conversion

Auxiliary employees who have worked nineteen hundred fifty-seven and one-half (1957½) hours in a fifteen (15) month period, shall be entitled to all the benefits of a regular employee except for Clauses 13.3 and 24.2.

31.8 Health and Welfare

(a) In lieu of Health and Welfare benefits, auxiliary employees shall receive additional compensation as follows: date of ratification - seventy cents (70¢) per hour.

October 20, 2008 - \$0.80/hour to a maximum of \$64.00 biweekly

October 20, 2009 - \$0.90/hour to a maximum of \$72.00 biweekly

October 20, 2010 - \$1.00/hour to a maximum of \$80.00 biweekly

(b) Auxiliary employees who are eligible to receive Health and Welfare benefits pursuant to Clause 31.7 above, who are laid off, shall remain eligible for coverage until the end of the month in which the layoff occurs.

(c) Auxiliary employees who are laid off after qualifying for benefits pursuant to Clause 31.7 above and who are recalled for work shall again be entitled to benefits pursuant to Clause 31.7 commencing their first day of recall.

31.9 Designated Paid Holidays

- (a) Auxiliary employees shall be compensated for the paid holiday who have:
- (1) worked the day before and the day after a paid holiday; or

- (2) worked fifteen (15) of the previous (30) days; or
 - (3) worked at least one hundred and twelve and one-half (112½) hours at the straight-time rate in the previous thirty (30) days.
- (b) This clause shall not apply to employees who have been terminated and not on layoff status.
- (c) An auxiliary employee who is required to work on a designated paid holiday shall be compensated at the same rate as regular employees.

31.10 Annual Vacations

Auxiliary employees will be entitled to vacation pay at the rate of six percent (6%) of their regular earnings. Vacation pay will be calculated and paid biweekly.

31.11 Leave for Medical and Dental Care

Where it is not possible to schedule medical and or dental appointments outside regularly scheduled working hours, reasonable time off for medical and dental appointments for auxiliary employees shall be permitted. Such leave will be without pay and without loss of seniority.

31.12 Emergency Leave

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

31.13 Bereavement Leave

Where leave from work is required auxiliary employees shall be entitled to provisions of Clause 20.1. Such leave will be without pay and without loss of seniority.

31.14 Auxiliary Displacement

- (a) Within a seniority block, senior auxiliary employees may opt to displace junior auxiliary employees who have been recalled if a senior auxiliary is unavailable for recall due to the following circumstance(s):
- (1) absence on a WCB or ICBC claim;
 - (2) pregnancy/parental leave;
 - (3) absence on bereavement leave;
 - (4) leave to participate in activities or a Reserve Component of the Canadian Armed Forces, Provincial Emergency Program, or fire or police training seminars;
 - (5) illness; proof of illness may be required if the absence is greater than five (5) days or where it appears a pattern of consistent or frequent absence is developing;
 - (6) illness of a dependent child, spouse or parent of an auxiliary employee, where no one other than the employee can care for the child, spouse or parent. Proof of illness may be required if a pattern of consistent absence is developing;
 - (7) union leave per Clauses 2.10 or 2.11;
 - (8) jury duty;
 - (9) medical or dental appointments;
 - (10) any approved leave of absence without pay;

- (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 31.14(a).
- (c) Where a senior auxiliary employee displaces a junior auxiliary employee pursuant to this article, and where notice of layoff has been given pursuant to Clause 31.1, the Employer shall not be obliged to extend notice of layoff beyond that notice of layoff which has been given.

ARTICLE 32 - PENSION PLAN

32.1 Establishment of a Plan

- (a) The Employer and the Union agree to comply with the *BC Pension Benefits Standards Act*.
- (b) The Employer agrees to remain a contributing employer to the Pension Fund of the BCGEU Pension Plan.
- (c) All regular employees covered by this Agreement shall participate in the BCGEU Pension Plan.
- (d) Upon application "*eligible*" employees other than regular employees, shall participate in the BCGEU Pension Plan.

32.2 Definition of Eligible Employees

Eligible employees for the purposes of the BCGEU Pension Plan include all regular employees, auxiliary employees pursuant to Clause 31.7 and those employees as provided for in the *Pension Benefits Standards Act* of British Columbia who are eligible "*after completing two (2) consecutive 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 in each of two (2) consecutive calendar years*".

32.3 Contribution Rates

The Employer's contribution rate to the Pension Fund shall be as per (b) below. The Employer shall also deduct from each eligible employee's gross monthly earnings six percent (6%) and remit that amount together with the Employer's required contribution on behalf of each employee to the Pension Fund, or where entitlement is granted otherwise pursuant to this Agreement.

Effective April 1, 2004. The Employer portion of pension contribution will be eight percent (8%).

32.4 Definition of Gross Earnings

Gross earnings, for purposes of this article, unless otherwise specified by the Collective Agreement, is defined as the sum of the wages, disability income pursuant to the provisions of Article 25, and Appendix 1, wage loss benefits paid by the Employer or the Workers' Compensation Board, vacation pay received in a calendar month, overtime pay, and money paid in lieu of vacation. Other allowances shall also be included in the determination of gross earnings.

32.5 Remittance of Contributions

- (a) All employer and employee required contributions shall be paid no later than ten (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 Excel Spreadsheet or ASCII format or compatible 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 of that employee shall be received by the Pension Fund no later than the end of the month in which the employee retires.

32.6 Late Remittance

In the event that contributions are not remitted in the manner provided in Clause 32.5 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 32.3 above, and the Employer will include a delinquency charge payment of two percent (2%) per month, compounding monthly, on behalf of each individual for whom a remittance is to be made to the Fund. Any month or portion thereof is deemed to be one 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, and is payable as liquidated damages and not as a penalty.

32.7 Pension Contributions While Ill or Injured

Where an employee becomes disabled and is in receipt of short or long-term disability income pursuant to the provisions of Article 25 and Appendix 1, or where an employee is in receipt of wage loss benefits paid by the Employer or the Workers' Compensation Board, whether such provisions are insured or not, that employee shall have remitted by the Employer the same employer pension contributions as set out in Clause 32.3. Such amount shall be based on the employee's Pre-Disability classification and gross monthly earnings including any wage increases for that classification.

32.8 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 33 - GENERAL CONDITIONS

33.1 Point of Assembly

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

33.2 Return to Regular Point of Assembly

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

33.3 Employer Vehicle Use

An employer vehicle will be made available to crews working at a temporary field point of assembly for reasonable use in the field 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 BC because of impairment.

33.4 Indemnity

(a) Civil Actions and/or Motor Vehicle Violations

Except where the Joint Labour/Management Committee has determined that 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 or fines against an employee arising out of the performance of his/her duties. The Employer also agrees to pay any legal costs incurred in the proceedings including those of the employee. Speeding violations and impaired violations are automatically considered payable by the employee.

(b) *Criminal Actions*

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

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

33.5 Payroll Deductions

An employee shall be entitled to have deductions from his salary assigned for the purchase of Canada Savings Bonds and/or BC Bonds and/or the Pension Plan. However, the Employer will not be responsible if an employee exceeds Revenue Canada contribution limits.

33.6 Copies of Agreements

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

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

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

COLLECTIVE AGREEMENT
between
MAINROAD EAST KOOTENAY CONTRACTING LTD.
Contract Area 11
and the
B.C. GOVERNMENT AND SERVICE
EMPLOYEES' UNION
Effective October 20, 2006 to October 19, 2011

(c) All Agreements shall be printed in a union shop and shall bear a recognized union label.

33.7 Travel Advance

Employees who are required to proceed on travel status shall be provided with an adequate travel advance in cash. The amount of the advance will be determined by such factors as time away from headquarters and the frequency of reimbursement.

33.8 Work Group

Each work group within a seniority block area shall be considered completely independent for the following purposes:

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

It will not be deemed a violation of block seniority when the Employer requires a qualified employee to work in a different seniority block.

33.9 Technical Orders - Tradesmen

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

33.10 Elections

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

ARTICLE 34 - TERM OF AGREEMENT**34.1 Term**

This Agreement shall be binding on the parties and shall be effective from the date of ratification until midnight October 19th, 2011.

34.2 Notice to Bargain

- (a) This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after June 30th, 2011, but in any event not later than midnight, August 31st, 2011.
- (b) Where no notice is given by either party prior to August 31st, 2011, both parties shall be deemed to have given notice under this section on August 31st, 2011.
- (c) All notices on behalf of the Union shall be given by the President of the Union or his designate and similar notices on behalf of the Employer shall be given by the General Manager or his designate.
- (d) Where a party to this Agreement has given notice under Subsection (a) above, the parties shall, within ten (10) days after the notice was given or at such other times as may be mutually agreed, commence collective bargaining.
- (e) Should the Province of British Columbia decide or should the Employer decide that its contract for highway maintenance will not be renewed, the obligation to engage in collective bargaining with the Union shall cease for all purposes as of that date.

34.3 Agreement to Continue in Force

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

34.4 Changes in Agreement

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

34.5 Limitations

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

34.6 Joint Orientation

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

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

Darryl Walker
President

Noel Mankey
Vice President, Operations

Dave Maki
Bargaining Committee Chairperson

Doug Bjornson
Secretary Treasurer

Pat Joinson
Bargaining Committee Member

Randy Sandberg
Bargaining Committee Member

Barbara Crowley
Staff Representative

Dated this _____ day of _____, 20 _____.

APPENDIX 1**SHORT AND LONG-TERM DISABILITY****PART I - SHORT TERM ILLNESS AND INJURY PLAN****1.1 Eligibility**

- (a) Regular employees shall be covered by the Short Term Illness and Injury Plan 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/her part-time percentage of full-time employment at date of present appointment.
- (c) Notwithstanding (a) and (b) above, where a regular employee is on a claim recognized by the Workers' Compensation Board while the employee was on the Employer's business, he shall be compensated in accordance with Clause 25.9 in lieu of benefits outlined in Section 1.2. In such cases, the compensation payable by the Workers' Compensation Board shall be remitted to the Employer.

1.2 Short Term Plan Benefit

- (a) In the event an employee is unable to work because of illness or injury he/she will be entitled to a benefit paid by the Employer of seventy-five percent (75%) of pay for a period not to exceed seven (7) months from date of absence, (Short Term Plan Period). The first one (1) day of sick leave at any one time is unpaid. There is no elimination for injury and hospitalization.
- (b) The seventy-five percent (75%) benefit may be supplemented in quarter day increments by the use of the following:
 - (1) Compensatory Time Off (CTO);
 - (2) Vacation entitlement.
- (c) *Rehabilitation*

It is the intent of both parties to encourage and facilitate the early return to gainful employment of employees who have been ill or injured. The Labour/Management Committee shall review cases and shall make recommendations on rehabilitation objectives in order to assist the employee to return to work.

1.3 Recurring Disabilities

- (a) Employees who return to work after being absent because of illness or injury, and within five (5) consecutive scheduled days of work again become unable to work because of the same illness or injury are considered to still be within the original Short Term Plan period as defined in Section 1.2(a).
- (b) Employees who return to work after being absent because of illness or injury and within five (5) consecutive scheduled workdays again become unable to work because of a new illness or injury unrelated to the illness or injury that caused the previous absence shall be entitled to a further seven (7) months of benefits under this plan.
- (c) Employees who return to work after being absent because of illness or injury, and after working five (5) or more consecutive scheduled days of work, again become unable to work because of the same illness or injury will be entitled to a further seven (7) month period of benefits under this plan, except as provided in (d) below, where the Short Term Plan period shall continue to be as defined in Section 1.2(a).

(d) Where an employee is returning to work after a period of illness or injury and where the Joint Labour/Management Committee pursuant to Article 7 has approved such return on a trial basis for assessment and/or rehabilitation purposes, the Short Term Plan period shall continue to be as defined in Section 1.2(a). Such trial period must be approved during the period the employee is receiving short-term benefits, however, the end of the trial period can go beyond the Short Term Plan benefit period.

(e) Employees who return to work after a period of illness or injury and who do not work the same number of hours that were scheduled prior to the illness or injury shall receive prorated benefits under this plan, however, not beyond seven (7) calendar months from the initial date of absence as defined in Section 1.2(a), if absence is due to the same illness or injury.

1.4 Doctor's Certificate of Inability to Work

The Employer may require an employee, at the Employer's expense and on the Employer's time, who is unable to work because of illness or injury to provide a statement from:

- (a) a medical practitioner qualified to practise in the Province of BC, or
- (b) where necessary, from a medical practitioner licensed to practise in the Province of Alberta or the Yukon, or
- (c) the consulting physician to whom the employee is referred by the medical practitioner in (a) or (b) above, providing medical evidence of the employee's inability to work in any of the following circumstances:
 - (1) where it appears that a pattern of consistent or frequent absence from work is developing;
 - (2) where the employee has been absent for six (6) consecutive scheduled days of work;
 - (3) where at least thirty (30) days have elapsed since the last statement was obtained and the employee has been in receipt of plan benefits throughout that period.

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

1.5 Integration With Other Disability Income

Short-term benefits will be reduced by all other disability income benefits to which the absent employee is entitled except disability income which was being received prior to the illness or injury resulting in the employee being absent from work and which is unrelated to the illness or injury causing the current absence and the 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 in accordance with Clause 1.1(c);
- (c) any periodic benefit payment from the Canada or Quebec Pension Plan or other social security plan of any country.

Notwithstanding the above, in the case of ICBC Weekly Indemnity payments or, in the case of personal insurance coverage integration will apply to the extent that the combination of plan

benefits and ICBC Weekly Indemnity payments, or personal insurance disability income benefits exceed either:

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

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

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

1.6 Benefits Not Paid During Certain Periods

Benefits will not be paid when an employee is:

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

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

- (1) educational leave
 - (2) general leave of absence not exceeding thirty (30) days
 - (3) maternity leave, parental leave, or adoption leave which prevents the employee from returning to work on the scheduled date of return, the Short Term Plan will be effective from the date of disability due to illness or injury and benefits will be paid for the balance of the seven (7) month period remaining from the scheduled date of return to work.
- (h) not actively engaged in a treatment program where the employee's physician determines it to be appropriate to be involved in such a program. An employee shall be afforded the opportunity to demonstrate there were reasonable grounds for not being engaged in a treatment program.

1.7 Employee to Inform Employer

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

1.8 Employment Insurance 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 Separation

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

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

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

PART II - LONG TERM DISABILITY PLAN

2.1 Eligibility

(a) Regular employees shall be covered by the Long Term Disability Plan upon completion of six (6) 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 work on a regularly scheduled basis, and must have completed six (6) 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/she would otherwise have become eligible for coverage under the plan will not be eligible for coverage until the date the employee returns to active employment.

(c) Coverage in the plan is a condition of employment.

2.2 Long Term Disability Benefit

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

(a) The Long Term Disability benefit payment will be made so long as an employee remains totally disabled in accordance with Section 2.3, and will cease on the date the employee recovers, or at the end of the month in which the employee reaches age 65, or resigns or dies, whichever occurs first.

(b) An employee in receipt of Long Term Disability benefits will be considered an employee and will continue to be covered by group life (at the amount in effect when the disability commenced), extended health, dental and medical plans. Employees will not be covered by any

other portion of the Collective Agreement but will retain the right of access to the Joint Labour/Management/Committee pursuant to Article 7 and will retain seniority rights should they return to employment within six (6) months following cessation of benefits.

(c) When an employee is in receipt of the benefit described in (b) above, employee contributions required for benefit plans in (b) above and contributions to the Pension Plan will be waived by the Employer.

(d) An employee engaged in rehabilitative employment with the Employer and who is receiving partial Long Term Disability benefit payments will have contributions required for benefit plans in (b) above waived by the Employer, except that Pension Plan contributions shall be deducted from any salary received from the Employer to cover the period of rehabilitative employment.

2.3 Total Disability

(a) Total disability, as used in this plan, means the complete inability because of an accident or sickness of a covered employee to perform all the duties of his/her own occupation for the first two (2) years of disability. Thereafter, employees able by reason of education, training or experience to perform the duties of a gainful occupation for which the rate of pay is not less than seventy-five percent (75%) of the current rate of pay of their regular occupation at date of disability will not be considered totally disabled and will therefore not be eligible for benefits under this Long Term Disability Plan.

(b) Total disabilities resulting from mental or nervous disorders are covered by the plan in the same manner as total disabilities resulting from accidents or other sicknesses, except that an employee who is totally disabled as a result of a mental or nervous disorder and who has received twenty-four (24) months of Long Term Disability Plan benefit payments must be confined to a hospital or mental institution or where they are at home, under the direct care and supervision of a medical doctor, in order to continue to be eligible for benefit payments.

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

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

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

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

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

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

(3) In the case where rehabilitative employment has been approved while an employee is receiving a benefit under the provisions of 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/her regular occupation;
- (c) intentionally self-inflicted injuries or illness;
- (d) a disability known to the Employer and which was specifically taken into account by the Employer at time of hiring.

2.5 Pre-existing Conditions

An employee shall not be entitled to Long Term Disability benefits from this plan if his/her total disability resulted from an accident, sickness or mental or nervous disorder with respect to which medical treatment, services or supplies were received in the ninety (90) day period prior to the date of hire unless he/she has completed twelve (12) consecutive months of service after the date of hire during which time he/she has not been absent from work due to the aforementioned accident, sickness or mental or nervous disorder with respect to which medical treatment, services or supplies were received. This clause does not apply to present employees who have been continuously employed since April 1, 1977.

2.6 Integration With Other Disability Income

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

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

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

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

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

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

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

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

2.7 Successive Disabilities

If, following a period of total disability with respect to which benefits are paid from this plan, an employee returns to work on a full-time basis for a continuous period of six (6) months or more, any subsequent total disability suffered by that employee, whether related to the preceding disability or not, shall be considered a new disability and the disabled employee shall be entitled to benefit payments in accordance with the provisions of this plan.

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

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

2.8 Cessation of Plan Coverage

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

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

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

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

2.9 Leave of Absence

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

2.10 Benefits Upon Plan Termination

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

2.11 Contributions

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

2.12 Waiver of Contributions

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

2.13 Claims

Long Term Disability claims will be adjudicated and paid by a claims-paying agent to be appointed by the Employer. In the event a covered employee disputes the decision of the claims-paying agent regarding a claim for benefits under this plan, the employee may arrange to have his/her claim reviewed by a claims review committee composed of a medical doctor designated by the claimant, one (1) medical doctor designated by the Employer, and a medical doctor agreed to by the first two (2) individuals who shall act as Chairperson of the Committee. Written notice of a disputed claim or an appeal under this plan shall be sent to the Plan Administrator.

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

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

2.14 Physical Examination

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

2.15 Canadian Currency

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

2.16 Administration

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

2.17 Implementation by Regulation

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

2.18 Benefit Level

Persons receiving benefits shall receive the negotiated increases (or an annual maximum of three percent [3%], whichever is less).

PART III - REHABILITATION

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

(a) For the purpose of this clause incapacity shall mean where the employee is unable to perform all the duties of his/her own occupation as defined in Clause 2.3(a) of the Long Term Disability Plan.

(b) Where the employee meets the definition in (a) above, the Employer shall provide the employee with an application for alternate suitable employment on a mutually-agreed form.

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

(c) The application shall be completed and returned to the Employer who shall within ten (10) workdays forward the application to the Joint Labour/Management Committee.

(d) The Joint Labour/Management Committee pursuant to Article 7 will, based on the information, coordinate the necessary medical and/or vocational assessments and determine the following:

- (1) if the application is properly before the Committee;
- (2) based on the assessment, determine whether the employee is immediately capable of performing alternate or rehabilitative employment;
- (3) if no to (2) above the Committee may, based on the assessments, implement the necessary training to place the employee in rehabilitative employment;

where the employee is considered capable of performing alternative employment or once the employee has successfully concluded rehabilitative employment and is able to perform the duties of a gainful occupation, he/she shall be subject to Article 13 of this Agreement.

APPENDIX 2
HOURLY WAGE RATE

Classification Series	Oct 20/05	3% Effective Oct 20/06	3% Effective Oct 20/07	* 3% Effective Oct 20/08	* 3% Effective Oct 20/09	* 3% Effective Oct 20/10
BRIDGEWORKER SERIES						
Bridge Labourer	21.52	22.17	22.83	23.52	24.22	24.95
TJ Bridgeworker	25.76	26.53	27.33	28.15	28.99	29.86
TL Bridgeworker	26.80	27.60	28.43	29.29	30.16	31.07
TS Bridgeworker	27.55	28.38	29.23	30.10	31.01	31.94
MACHINE OPERATOR SERIES						
Lab/Flag/Yardworker	21.52	22.17	22.83	23.52	24.22	24.95
Machine Operator 3	22.62	23.30	24.00	24.72	25.46	26.22
Machine Operator 5	23.82	24.53	25.27	26.03	26.81	27.61
Machine Operator 7	24.43	25.16	25.92	26.70	27.50	28.32
Foreman 1	25.09	25.84	26.62	27.42	28.24	29.09
Foreman 2	25.76	26.53	27.33	28.15	28.99	29.86
Foreman 3	26.73	27.53	28.36	29.21	30.08	30.99
Foreman 4	27.55	28.38	29.23	30.10	31.01	31.94
Sign Maintenance Person	23.82	24.53	25.27	26.03	26.81	27.61
Sign Maintenance	24.07	24.79	25.54	26.30	27.09	27.90
Bituminous Raker	22.62	23.30	24.00	24.72	25.46	26.22
Bituminous Sprayer	22.62	23.30	24.00	24.72	25.46	26.22
<i>** Winter Equipment Wage Adjustment - Base rate plus twenty-five cents (25¢) per hour. Between November 1 of one year and March 31 of the following year, each employee in the Machine Operator Series shall receive twenty-five cents (25¢) per hour in addition to the classification base rate.</i>						
MECHANICAL SERIES						
TJ Mech./Welder/Bodyman	26.44	27.23	28.05	28.89	29.76	30.65
TL Mechanic	27.13	27.94	28.78	29.65	30.54	31.45
TS Mechanic	28.26	29.11	29.98	30.88	31.81	32.76
TSS Mechanic	29.19	30.07	30.97	31.90	32.85	33.84
TJ Industrial Warehouse	23.82	24.53	25.27	26.03	26.81	27.61
TL Industrial Warehouse	24.43	25.16	25.92	26.70	27.50	28.32
TS Industrial Warehouse	25.45	26.21	27.00	27.81	28.64	29.50
TA Industrial Warehouse						
TA Apprentice Warehouse						
CLERICAL						
Office Assistant						

* Driver Trainers to continue to receive allowance of \$150 per month.

* On the Job Operator Trainers to receive \$12 per day.

Effective October 20th, 2006 – 3%

Effective October 20, 2007 – 3%

* Effective October 20, 2008 – the greater of the Labour Component of the Annual Price Adjustment (COLA) or 3%

* Effective October 20, 2009 – the greater of the Labour Component of the Annual Price Adjustment (COLA) or 3%

* Effective October 20, 2010 – the greater of the Labour Component of the Annual Price Adjustment (COLA) or 3%

APPENDIX 3**RATES OF PAY FOR APPRENTICES****Two-year Apprenticeship Program**

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

Three-year Apprenticeship Program

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

Four-year Apprenticeship Program

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

Five-year Apprenticeship Program

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

RE: INCUMBENT EMPLOYEES LIST

1.	Pendry, Edwin D.	2/27/67
2.	Fantuz, Enzo **	9/16/68
3.	Merrick Brian	7/23/69
4.	Stefano, Lee H.	6/7/71
5.	Groleau, Ernie J.	3/15/72
6.	Hansen, Garry **	8/1/72
7.	Bennett, Donald P. **	10/22/73
8.	Stimpson, Jim **	3/4/74
9.	Becker, Ron J.	4/1/74
10.	Hurlburt, David A.	4/16/74
11.	Reekie, Kelly C.	4/18/74
12.	Clement, Kern A. **	1/1/75
13.	Moody, Peter L.	4/1/75
14.	Smith Wayne D.	7/2/75
15.	Kooistra, Glen H.	4/3/78
16.	Loutit, John C.	7/15/78
17.	Ekman, S. Roger **	8/28/78
18.	Fast, Helmut E. **	8/29/78
19.	Sissons, William A.	6/1/80
20.	Foggin, Randall P. **	6/1/80
21.	McLean, D. George **	10/15/80
22.	Pelletier, Earl R.	5/6/82
23.	Pendry, Joseph J.	12/1/83
24.	Dodgson, Helen	8/15/84
25.	Mooy, Wesley R.	8/15/84
26.	Charlton, Willie G.	8/15/84
27.	Williams, Hugh A.	10/1/85
28.	Ryter, Douglas W.M.	7/7/86
29.	Leader, Robert R. **	9/1/86
30.	Godlien, Laverne **	10/1/86
31.	Maki, Dave W.	11/1/86
32.	Luke, Gary	12/1/86
33.	Miller, Glen	2/24/87
34.	Denby, Erron L.	10/1/87
35.	Smith, Mark B.	11/1/87
36.	Jarrett, Jim A.	11/1/87
37.	Grenia, Norman	11/1/87
38.	Sadler, Mel L.	11/1/87
39.	Wesche, Glenn G.	12/1/87
40.	Warshawsky, Joseph E.	4/1/88
41.	Bax, Ricky M. **	8/2/90
42.	McWhinnie, Allen L.	7/1/88

43.	Roberts, Ronald **	7/1/88
44.	Guenther, Arnie **	12/1/88
45.	Tittlemore, Gordon E. **	12/1/88
46.	Czernicki, Joseph T.	12/1/88
47.	Sinclair, C. Fraser	12/1/88
48.	McDonald, David W.	1/1/89
49.	MacKay, Vern E.	1/1/89
50.	Chamberland, Marcel J.	6/1/89
51.	Beaton, Faye **	11/19/89
52.	Podrasky, Verne W.	12/31/89
53.	Vaniderstine, Darryl B.	12/31/89
54.	Sandberg, Randy G.	4/2/90
55.	Meeks, Gerald R. **	4/2/90
56.	Deck, Joseph J.	1/1/92
57.	Holmes, Scott A.	3/16/92
58.	Joinson, Patrick Q.	3/23/92
59.	Vajda, Steve L. **	6/1/92
60.	Mercer, Terry A.	12/1/92
61.	Hockley, Allen J.	10/1/93
62.	Walker, Dwayne T.	1/1/94
63.	Edwards, Harold R.	1/1/94
64.	Godfrey, Barry T. **	1/1/95
65.	Conroy, Richard A.	10/6/95
66.	Moore, Roderick J. **	3/11/96
67.	Matheson, George	10/1/96
68.	Falkmann, Joe	1/12/97
69.	Hagel, Darryl	4/1/99
70.	Wills, Leslie	5/1/99
71.	Schwindt, Harold	5/10/99
72.	Mamchur, Mike	7/31/00
73.	Barbour, Glenn **	7/31/00
74.	Erickson, Glenn	9/1/00
75.	Brooks, Patrick	9/1/00
76.	Mitchell, Sam	9/4/00
77.	Cochrane, Steve	12/1/00
78.	Wasiewicz, Edward **	2/1/01
79.	Filek, Steve	7/31/01
80.	Pheby, Richard	9/10/01
81.	Vansteinberg, Ron	7/28/02
82.	Hoath, Robert	11/03/02
83.	Makosco, Joe	filling in for Vadja
84.	Hill, Gary **	
85.	Callaway, Rick **	filling in for Matheson

** no longer employees (February 17, 2005)

APPENDIX 5

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:

- 1 General Manager
- 1 Comptroller
- 1 Assistant Comptroller
- 3 Clerical Staff
- 1 Operations Manager
- 1 Quality Control Manager
- 1 Senior Road Foreman (Fernie)
- 1 Mechanical Superintendent

Note: The Union agreed to exclude the 3 clerical staff pending any decision of the Labour Relations Board.

APPENDIX 6

ARBITRATOR'S AGREEMENT

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

Signature

APPENDIX 7

TRAINING WAGE FOR NEW HIRES

The Auxiliary wage scale will be as follows:

- eighty-five percent (85%)up to one thousand (1000) hours
- ninety percent (90%).....one thousand and one (1001) to fifteen hundred (1500) hours
- ninety-five percent (95%)fifteen hundred and one (1501) to two thousand (2000) hours
- one hundred percent (100%).....two thousand (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.)

MEMORANDUM OF UNDERSTANDING 1
BOARD, LODGING, AND RELOCATION EXPENSES

Definitions

For the purpose of these regulations:

"*stationary employees*" are employees who occupy positions that require them to:

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

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

"*seniority block*" is that geographic area where employees ordinarily perform their duties.

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

"*private dwelling house*" refers to the single family residence of the employee on a reasonable amount of property required to support such a house, owned by the employee and/or the 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, etc.), the following formula shall be used to determine the value of the private dwelling house for legal fee reimbursement purposes:

- (a) value of an average serviced lot in or close to the nearest town;
- (b) assessed value of actual house on site;
- (c) total added value in (a) and (b).

PART I - BOARD AND LODGING REGULATIONS

1.1 Travel Status

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

- (1) meal allowances as outlined in Clause 27.7; and
- (2) single accommodation reimbursement; and
- (3) where private accommodation is used they will be entitled to twenty-five dollars (\$25) per night.

PART II - RELOCATION EXPENSES

2.1 Policy

- (a) Relocation expenses will apply to employees who have to move from one seniority block to another as a result of exercising rights in Clause 13.2.

(b) Relocation expenses will not apply, but instead the applicable travel, living and moving expenses provided in accordance with Clauses 2.2, 2.3, 2.4, 2.6 and 2.7 of this Memorandum of Understanding will apply to apprentice employees where there is a pre-programmed change in their seniority block.

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

2.2 Travel Expenses on Relocation

(a) *Initial Trip to Seek New Accommodation*

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

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

(b) *Travelling Expenses Moving to New Location*

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

Meals:	Adults - full rate
	Children 12 and under - one-half (½) rate

Motel or Hotel - on production of receipts. Private lodging at old or new location at current rate.

(c) 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 seniority block area. In such cases where the employee remains eligible for benefits pursuant to Section 2.3 below, the employee will be reimbursed for his dependents' meals at the new location for a period of up to seven (7) days.

The above allowances will be in accordance with this Agreement.

2.3 Living Expenses Upon Relocation at New Location

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

(a) the Employer shall pay an employee not accompanied by dependents at the new location, a living allowance of thirteen dollars (\$13) per day up to a maximum of thirty (30) days; or

(b) the Employer shall pay an employee accompanied by dependents at the new location, a living allowance of sixteen dollars and fifty cents (\$16.50) per day up to a maximum of sixty (60) days;

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

2.4 Moving of Household Effects and Chattels

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

- (a) moving of household effects and chattels up to 8,165 kg. 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 thirty thousand dollars (\$30,000);
- (c) where necessary, insured storage up to two (2) months, upon production of receipts;
- (d) the packing and unpacking of the employee's household effects and chattels;
- (e) when an employee is being relocated and opts to move his 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 two hundred and forty (240) kilometres;
 - (2) six hundred dollars (\$600) for a move which exceeds a distance of two hundred and forty (240) kilometres;
 - (3) one hundred and twenty-five dollars (\$125) where the employee is entitled to receive the amount pursuant to Section 2.7(d).
- (f) Where the employee exercises an option pursuant to (e) above then the provisions of (a) and (d) above shall not apply.

2.5 Moving of Mobile Homes

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

- (a) Where an employee's mobile home is moved by the Employer under this section then the Employer shall also arrange and pay for the following:
 - (1) moving of single wide mobile trailer or home up to the maximum width allowed on the highway with a permit including any skirting, cabanas or attachments. Where mobile homes in excess of the above are involved, the Employer will pay:
 - the equivalent cost of moving a single wide mobile trailer or home up to the maximum width allowed on highways with a permit, or
 - the real estate and legal fees involved in selling the extra wide trailer up to a maximum of thirty-five hundred dollars (\$3500);
 - (2) comprehensive insurance to adequately protect the employee's household effects, chattels and trailer during the move up to a maximum of twenty-five thousand dollars (\$25,000);
 - (3) the setting up and levelling of a mobile home or double wide, at the new location to a maximum of five hundred dollars (\$500) upon production of receipts;
 - (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 seniority block area, the employee shall be entitled to reimbursement for costs covered in (a) above up to a maximum of two thousand dollars (\$2000) upon production of receipts.

2.6 Moving of Personal Vehicles Upon Relocation

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

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

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

2.7 Incidental Expenses on Relocation

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

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

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

2.8 Notice to Employee Upon Relocation

It is understood and agreed that the Employer will provide employees with reasonable notice of the relocation effective date, and wherever possible, at least one (1) month's notice shall be given. Where less than one (1) 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 seniority block to another, all travelling and living expenses incurred in such a move are the responsibility of the employee.

2.10 Real Estate and Legal Fees

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

- (a) Reimbursement of fees to a maximum of four thousand and five hundred dollars (\$4500) charged by a real estate agency for the selling of the employee's private dwelling in which he resided immediately prior to relocation.
- (b) An employee who has sold his own home without the aid of a realtor shall be entitled to claim seven hundred and fifty dollars (\$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:

- one percent (1%) of the first forty thousand dollars (\$40,000) of the purchase price;
- one-half (½) of one percent (1%) of any amount of the purchase price above forty thousand dollars (\$40,000);
- the total cost to the Employer under part (c) shall not exceed eight hundred dollars (\$800).

(d) Where an employee purchases a reasonable amount of property, secures a joint mortgage (land and private dwelling) and begins construction within six (6) months of relocation (i.e., foundation poured), he shall be entitled to reimbursement of legal fees not to exceed the amount specified in (c) above. In these circumstances, the reimbursement shall be for one (1) transaction only.

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

ORIGINAL SIGNED JANUARY 28, 1992

MEMORANDUM OF UNDERSTANDING 2

EMPLOYEE ASSISTANCE PROGRAM

The Employer agrees to pay one hundred percent (100%) of the cost of "Fee for Service" Employee Assistance Program. It is understood the following will apply:

- (a) Total cost will not exceed three thousand five hundred dollars (\$3,500) per year.
- (b) Personal counselling services will be provided for employees and their families.
- (c) The Program will be confidential and bills will be sent to the Employer.
- (d) Counselling visits will be limited to a maximum of six (6) per client.

MEMORANDUM OF UNDERSTANDING 3

STUDENT PROGRAM

The Employer reserves the right to hire students during the summer months. First preference shall be given to sons and daughters of current employees.

(a) The Employer has established the following criteria to determine how students will be hired and on what basis:

Students shall be recalled in order of seniority provided they meet the following criteria:

- (1) All students must be registered to attend school for the purpose of continuing their education after the end of summer employment.
- (2) All students must possess a flagging certificate before attending work.
- (3) All students must have a valid Driver's Licence of the appropriate Class to operate a vehicle on their own or better, and a positive driving record.

- (b) Selection process for students:
- (1) sons and daughter of employees will be given first preference for summer employment;
 - (2) if there is a further requirement for students the Employer will consider other applications;
 - (3) for the purpose of recall there will be two seniority lists. Students who are not sons or daughter of employees will only be recalled if a vacancy exists after all son and daughter applications have been considered;
 - (4) Seniority is the number of straight-time hours worked.
 - (5) Seniority does not accumulate from year to year.
 - (6) The Labour/Management Committee shall review and make recommendations on selection of hires.
- (c) Rate of pay for these employees will be eleven dollars (\$11) per hour.
- (d) Both parties recognize the benefits of providing summer employment for students. It is the intent of the Employer to provide an opportunity for summer employment for students. Immediate family members of employees shall be given first option on student employment. Students shall join the Union.
- (e) Students are restricted to the following:
- (1) rest area maintenance/clean-up and landscape maintenance;
 - (2) miscellaneous activities as mutually agreed to by the Labour/Management Committee;
 - (3) flagging, shadow vehicles;
 - (4) in (1), (2) and (3) above they will work under the direction of a bargaining unit position, as required;
 - (5) students employed shall be restricted to the period from May 15 to September 15 each year (extensions subject to mutual agreement at the Joint Labour/Management Committee);
 - (6) students shall receive four percent (4%) in lieu of vacation, to be paid out biweekly each payday;
 - (7) statutory holidays for students who are entitled to the paid holiday under Clause 31.9 will be paid at 7.5 hours;
 - (8) the following Articles shall not apply to students: 11, 12, 13, 18, 19, 20, 21, 23, 24, 25, 28, 29, 31 and 32.

MEMORANDUM OF UNDERSTANDING 4
GRADUATED RETIREMENT PROGRAM

In recognition of the restructuring of the Employer's operations, employees with at least ten (10) years of seniority will be given the opportunity to work partial years prior to retirement or leaving employment with Mainroad Contracting Ltd.

Terms and Conditions:

- (1) An employee must advise the Employer of his/her date of retirement or early retirement.
- (2) Employees can make application to commence the Graduated Retirement Program up to five (5) years prior to the retirement date.
- (3) Upon commencement of the graduated retirement program an employee's status will be converted from regular full-time to regular part-time.
- (4) Periods of work and periods of absence will be defined and agreed to prior to the commencement of the program.
- (5) Employees will be entitled to accept recall for auxiliary work during periods of leave.
- (6) Periods of leave will be six (6) months at a time.
- (7) Employees requesting leave for periods other than six (6) months may make application to the Employer, however such requests will be entertained after requests of six (6) months.
- (8) Employees participating in this program will retain full entitlement to MSP, Extended Health Care, Dental, Group Life and Accidental Death and Dismemberment Insurance.
- (9) In order to maintain benefit coverage in (8) above, the employee must return to work for a minimum of three (3) months following each leave of absence.
- (10) The employee's permanent position will be considered a regular vacancy when the employee commences retirement, or early retirement or on the employee's last day worked, whichever occurs first. This position will then be filled in accordance with Clause 12.1.
- (11) In accordance with Clause 18.2(b), vacation will be earned at the rate of one-twelfth (1/12) of the annual entitlement for each month in which an employee has received at least ten (10) days pay at the straight-time rate.
- (12) Employees participating in this program will be deemed to have resigned at the conclusion of the program.
- (13) This gradual retirement program can be at the request of either party, but the Employer's approval/offer will be governed by operational requirements within the classification of the employee. Copies of an agreement established under this provision shall be provided to the Joint Labour/Management Committee.

MEMORANDUM OF UNDERSTANDING #5
VOLUNTARY DEPARTURE PROGRAM

WHEREAS various factors including economic conditions of the Company have brought pressures to bear; and

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

THEREFORE BE IT RESOLVED THAT prior to the layoff of regular employee(s) under Article 13 of this Agreement, the Employer may canvass a group of regular employees to accept a paid leave of absence for thirteen (13) weeks (with benefits continuation) followed by an immediate layoff.

Originally signed August 15, 2002.

MEMORANDUM OF UNDERSTANDING 6

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 that he/she is by law required to have specialized skills, abilities and knowledge to carry out the duties and responsibilities of his/her 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.

Driver's Licence Suspensions

(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 fifteen (15) months or less:

1. The employee will retain his/her regular position on the workforce and shall be engaged in non-operator duties at his/her seniority block for which he/she is qualified, provided such duties are available and required by the Employer. He/she shall be paid at the rate established for the duties engaged in for the period of suspension. In the event such employment does not exist the employee may upon the exhaustion of ETO, CTO and vacation entitlement apply for leave of absence without pay to cover the period involved. Vacation entitlement will not accrue during this leave period and the employee will be responsible for payment of premiums for available benefits.

2. A letter shall be written by the Employer to the employee advising him/her of his/her status during the period of licence suspension. In the same letter the employee shall be warned that any further licence suspensions will result in dismissal.

3. On the second occurrence of licence suspension, as indicated above, the employee will be dismissed for just cause in that he/she is unable to perform the duties required by the position.

4. The fifteen (15) month period set out in this Memorandum of Understanding shall include both the periods of suspension prior to and following any conviction.

(b) (1) Where an employee, who is required to hold a valid driver's licence as a condition of employment, has his/her driver's licence suspended for more than fifteen (15) months, the employee will be dismissed immediately for just cause. This shall be confirmed in writing by the Employer.

(2) Where the suspension arises as a result of extenuation or medical circumstances (not including convictions for offences such as impaired driving, dangerous driving or criminal negligence), the Employer may apply the provision of Part(a)(1) above for more than fifteen (15) months but for not more than eighteen (18) months. Each case is to be referred to the Joint Labour/Management Committee. In determining any action with regard to the employee concerned, the recommendations of the Joint Labour/ Management Committee must be taken into consideration.

(c) In the case of an employee who is on his/her initial probationary period, a driver's licence suspension will result in the employee being dismissed for just cause.

MEMORANDUM OF AGREEMENT 1**CLAUSE 31.3(e) – WINTER SHIFT**

The parties agree that winter shift coverage will be as follows:

1. Six (6) auxiliary employees shall be recalled to work on November 1 of each year and shall continue to work on full-time basis until March 31 of the following year at which time they will be laid off unless employment is extended by the Employer. Allocation will be as follows:

Cranbrook	2
Invermere	1
Sparwood	3

2. Between November 1 and November 30 of each year additional auxiliaries to Paragraph 1 above shall be called on an as when basis.

3. On December 1 of each year, twelve (12) auxiliary employees will be recalled/hired in addition to Paragraph 1 above and shall work on a full-time basis from December 1 of one year to the last day of February of the following year, at which time they will be laid off unless employment is extended by the Employer. Allocation of auxiliaries will be as follows:

Cranbrook	4
Fernie	1
Invermere	1
Jaffray	1
Kimberley	1
Sparwood	1
Yahk	2
Location as determined by Employer	1

4. From March 1 until the end of winter shift auxiliaries in addition to those described in Paragraph 1 above shall be recalled on an “*as and when*” basis.

5. This Memorandum of Agreement shall not contradict or nullify any other article(s) in the Collective Agreement.

MEMORANDUM OF AGREEMENT 2
MODIFIED SUCCESSORSHIP

BETWEEN:

Mainroad East Kootenay Contracting Ltd.
(the "Employer")

AND:

B.C. Government and Service Employee's 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 11; 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 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 highway maintenance contract, unless otherwise agreed by the parties.

9. Where the Employer and the Union have been unable to conclude all outstanding grievances sixty (60) days before the termination of the highways maintenance contract, the Province of British Columbia shall be advised of the monetary value of each outstanding grievance. The monetary value should be established by mutual agreement between the Employer and the Union and confirmed in writing by the parties to the Province of British Columbia. Failing mutual agreement on the monetary value of each outstanding grievance, the Arbitrator assigned to arbitrate the outstanding grievance(s) shall establish the monetary value of the outstanding grievance(s). If no arbitrator has been appointed by the parties, this matter shall be referred to a Settlement Officer pursuant to Section 87 of the *Labour Relations Code* for resolution. Grievances that arise subsequent to the above period shall also have a monetary value established and notification provided to the Province of British Columbia.

The Province of British Columbia shall withhold an amount equal to ten percent (10%) from the final highways maintenance contract payment to address outstanding issues arising from this provision, unless the Union and Employer or arbitrator, in the case of a dispute, have advised the Province of British Columbia in writing of the proper amount to be held back. The monies withheld by the Province of British Columbia shall be deposited into a trust account to be administered by an independent trustee appointed by mutual agreement of the BC Roadbuilders Association and the BCGEU by October 1, 1999. The funds shall be dispersed in accordance with the grievance resolutions reached between the parties or by an appointed arbitrator. Disbursement of funds shall occur within fourteen (14) days of concluding the outstanding grievances. All outstanding grievances are to be resolved by the mutual agreement of the parties or by arbitration within thirty (30) days of the expiry of the maintenance contract.

10. None of the employees of the Employer will have any entitlement to severance pay under the Collective Agreement if their employment is terminated as a result of the current highways maintenance contract of the Employer being terminated and a new maintenance contract for the same service area is entered into with a new contractor who is recognized as a successor employer by the Labour Relations Board or through a Memorandum of Agreement on modified successorship that is consistent with this Agreement, and signed by the new Contractor and the Union or the maintenance contract is returned to direct government service. However, the severance pay provisions for Service Area 11 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 Highway maintenance contract.

12. The Employer and the Union agree that the provisions and principles contained within this Memorandum of Agreement shall apply to any other maintenance service area(s) for which the Union is certified and/or has a collective agreement that the Employer currently holds with, or may obtain in the future, from the government for road and bridge maintenance. The Employer and the Union shall sign and implement a separate Memorandum of Agreement for each service area currently held or obtained in the future, for which the Union is certified and/or has a collective agreement. This does not prevent an employee(s) from exercising any rights provided under the *Labour Relations Code* or future labour legislation.

13. The successorship requirements will apply for the full term of Round 5 tenders for road and bridge contracts commencing in 2003 and continuing until all current maintenance contracts have been let one more time.

DATED this 8th day of May, 2001.

Originally signed by the Union and the Employer on the above date.

LETTER OF INTENT 1
RELIGIOUS EXCLUSIONS

Employees seeking exemption from the Union for "*religious*" grounds will be required to seek authorization from the appropriate legislative body, as is current practise with employees of the government.

Original Signed January 28, 1992

LETTER OF INTENT 2
UNION LABEL

The Employer agrees when purchasing employee apparel that preference will be shown to apparel bearing a union-made label provided that such apparel is equivalent in quality and price.

Original Signed January 28, 1992

LETTER OF INTENT 3
CASUAL EMPLOYMENT PROGRAM

The Employer may establish a separate seniority list in each assembly point comprised solely of casual employees. Casual employees shall be separate and distinct from any other employee.

- A) The Program shall be in effect unless terminated by either party for the following season.
- B) Terms and conditions of employment shall be as follows:
 - 1. Rate of pay shall be fifteen dollars (\$15) per hour.
 - 2. Casual employee work shall be restricted to the following:
 - rest area maintenance/clean-up/landscape maintenance;
 - flagging;
 - miscellaneous activities as agreed to by the Labour/Management Committee.
 - 3. Casual employees shall receive four percent (4%) in lieu of vacation to be paid out biweekly on each payday.
 - 4. The following Articles do not apply to casual employees: 11, 12, 13, 18, 20, 25, 31 and 32.
 - 5. Layoff and recall shall be done in order of seniority.
 - 6. Seniority is the total number of straight-time hours worked.
- C) If this Program is terminated the Employer has the right to subcontract the above-referenced work.

INFORMATION APPENDIX 1

CROWN CANADA - ACCESS TO "*LIVING BENEFIT*"

Under the existing Group Life Benefit Plan, an insured employee who is terminally ill may be entitled to a 50% prepayment of the insured group life benefit providing that he/she meets the insurance carrier's terms and conditions for eligibility.

The steps for accessing this "*Living Benefit*" with Crown Canada are as follows:

- The insured employee's Attending Physician must submit a request in writing, in the form of a Physician's Report which indicates the employee's current physical and prognosis.
- The carrier's medical director(s) will review the information with respect to eligibility and approval.
- Once the request has been approved, a letter will be sent outlining the conditions that are to be followed in order to access the benefit. These conditions include the requirement for the employee to nominate Crown as an irrevocable beneficiary of that portion of the proceeds equal to the amount of the prepayment, plus interest; the employee must agree to irrevocable waive the right to convert their group insurance to an individual policy; and whatever other conditions apply.

Should there be a change in carriers, whereby Group Life is provided by a company other than Crown Canada, this process will be subject to the terms and conditions, and application process, of the new insurance carrier.

LETTER OF UNDERSTANDING 1

Annual Price Adjustment

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

LETTER OF UNDERSTANDING 2

Re: Successorship

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