

COLLECTIVE AGREEMENT

between the

**HMC SERVICES INC.
Service Area 12**

and the

**B.C. GOVERNMENT AND SERVICE
EMPLOYEES' UNION (BCGEU)
Sixth Agreement for Service Area 12**

Effective from October 1, 2006 to September 30, 2011

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DEFINITIONS

For the purpose of this Agreement:

- (1) *"Bargaining unit"* means all employees of the maintenance contractor except those excluded by the *Labour Relations Code* 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.
 - (2) *"Bargaining unit work"* means all work and contracting work performed by the Employer and all road and bridge maintenance work required by the Province of BC.
 - (3) *"Basic pay"* means the rate of pay negotiated by the parties to this Agreement, including add-to-pay resulting from salary protection.
 - (4) *"Child"* - wherever the word *"child"* is used in this Agreement, it shall be deemed to include a ward of the superintendent of family and child services, or a child of a spouse.
 - (5) *"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 has been living in a common-law relationship or has been cohabiting for at least twelve (12) months. The period of cohabitation may be less than twelve (12) months where the employee has claimed the common-law spouse's child/ren for taxation purposes.
 - (7) *"Day of rest"*, in relation to employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties of his position. This does not include employees on a leave of absence.
 - (8) *"Demotion"* means a change from an employee's position to one with a lower salary.
 - (9) *"Early retirement"* means the earliest date that an employee may retire in accordance with the provisions of the pension plan.
 - (10) *"Employee"* means a member of the bargaining unit and includes:
 - (a) *"regular employee"* meaning an employee who is employed for work which is of a continuous full-time or continuous part-time nature;
 - (b) *"temporary"* or *"auxiliary employee"* meaning an employee who is employed for work which is not of a continuous nature such as:
 - (i) seasonal positions;
 - (ii) positions created to carry out special projects or work which is not continuous;
 - (iii) temporary positions created to cover employees on vacation, short-term disability leave, education leave, compassionate leave or other leave;
 - (iv) temporary positions created by special programs such as the summer student employment program, winter works programs for the unemployed, emergencies such as floods or other special temporary programs.
- "Employee"* does not include: managerial or confidential positions mutually excluded by the parties to this Agreement; excluded classes as outlined in Letter of Understanding 1.
- (11) *"Employer"* means HMC Services Inc.
 - (12) *"Holiday"* means the twenty-four (24) hour period commencing at 0001 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"* or *"transfer"* means the movement of an employee from one position to another pursuant to Clause 12.10.
- (15) *"Layoff"* includes a cessation of employment, or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, a reorganization, program termination, closure or other material change in organization and, where work should become available, employees will be recalled in accordance with Article 13 or 31.
- (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 seniority block.
- (19) *"Probation"* means the first thirty (30) workdays of employment.
- (20) *"Promotion"* means a change from an employee's position to one with a higher salary level.
- (21) *"Relocation"* means the movement of an employee from one seniority block or their regular point of assembly to another.
- (22) *"Resignation"* means a voluntary notice by the employee, in writing, that he is terminating his service on the date specified.
- (23) *"Rest period"* is a paid interval which is included in the workday and is intended to give the employee an opportunity to have refreshments or a rest.
- (24) *"Seniority block"* means that geographic area in which an employee earns and maintains seniority as per Letter of Understanding 5.
- (25) *"Service area"* means the geographic maintenance area as negotiated between the Employer and the Province of BC.
- (26) *"Shift"* means the period of scheduled straight-time working hours on a scheduled workday where the hours scheduled are consecutive except for the meal period.
- (27) *"Steward"* means the Union's representative at the local level who shall perform duties in accordance with the Collective Agreement and as designated by the President or staff of the Union.
- (28) *"Spouse"* includes husband, wife and common-law spouse.
- (29) *"Temporary assignment"*:
- (a) for the purposes of Clause 12.9 temporary assignment shall be defined as work assignment(s) of twenty (20) workdays or less in a calendar year, unless by mutual agreement;
 - (b) this definition does not apply to bridge crews.
- (30) *"Termination"* is the separation of an employee for just cause.
- (31) *"Travel status"* with respect to an employee means absence of the employee from his seniority block on the Employer's business with the approval of the Employer.
- (32) *"Union"* means the B.C. Government and Service Employees' Union (BCGEU).

(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 (i.e. road crew, bridge crew, mechanical crew, etcetera). Where more than one (1) group works from a common point of assembly the work groups will be named by the Employer.

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

ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

- (a) The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union.
- (b) The parties to this Agreement share a desire to improve the quality of road and bridge maintenance for the traveling public. Accordingly, they are determined to establish, within the framework provided by the law, an effective working relationship at all levels of road and bridge maintenance in which members of the bargaining unit are employed.
- (c) The parties to this Agreement shall promote and strive to maintain a cooperative and respectful atmosphere in the workplace.

1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement, and the parties hereto shall negotiate a mutually agreeable provision to be substituted. If mutual agreement cannot be reached, the matter may be submitted to arbitration by either party.

1.3 Conflict With Policy

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

1.4 Singular and Plural/Gender

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

1.5 Harassment

- (a) The Union and the Employer recognize the right of employees to work in an environment free from harassment on the grounds of sex, race, religion, colour, marital status, sexual orientation, family status, and disability.
- (b) *"Personal harassment"* 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 and which ought reasonably be known to be inappropriate.

Personal harassment 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 personal harassment, the employee will inform the Division Manager of the company, in writing, and request assistance in resolving this issue within thirty (30) days of the alleged occurrence. The Division Manager's designate will investigate the allegation and take steps to resolve the concern as appropriate within thirty (30) days of the issue being raised by the employee. The Division Manager's designate will discuss the proposed resolution with the employee. The employee shall have the right to have a steward present during these discussions.

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

(d) Complaints respecting sexual harassment, or any other forms of harassment, will be filed at Step 2 of the grievance procedure.

1.6 Human Rights Code and Employment Standards Act

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

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.1 Bargaining Unit Defined

(a) The bargaining unit shall comprise all employees of the Employer except those employees in positions mutually agreed to between the parties as managerial and/or confidential exclusions or those positions excluded under the *Labour Relations Code*.

(b) Positions excluded by this Agreement shall be as described in Letter of Understanding 1 – "*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 BCGEU as the exclusive bargaining agent for all employees in the bargaining unit.

2.3 Correspondence

(a) The Employer agrees that all correspondence between the Employer and the Union related to matters covered by this Agreement shall be sent to the President of the union (or designate).

(b) The Union agrees that all correspondence between the Union and the Employer related to matters covered by this Agreement shall be sent to the President of the company (or designate).

(c) The parties agree that a copy of any correspondence between the Employer and any employee covered by this Agreement pertaining to the interpretation or application of this Agreement shall be forwarded to the President of the union (or designate).

2.4 No Other Agreement

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

2.5 No Discrimination for Union Activity

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

2.6 Recognition of Stewards

- (a) The Employer recognizes the Union's right to appoint stewards and the Union shall notify the Employer of such appointments, in writing. A steward shall obtain the permission of his supervisor prior to leaving his work area to attend to union duties relating to the Employer's operations. Leave for this purpose shall be with current pay and permission shall not be unreasonably withheld. On resuming his duties, the steward shall notify his supervisor.
- (b) The duties of stewards shall include but are not limited to:
 - (1) investigation of complaints;
 - (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 clause 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 (1) union shop card, for each of the Employer's places of operation covered by this Agreement, to be displayed on the premises. Such card will remain the property of the Union and shall be surrendered upon demand.
- (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 requires them to leave their general work area;
 - (3) for employees who are representatives of the Union on the Bargaining Committee to attend meetings of the Committee;
 - (4) to an employee called by the Union to appear as a witness before an arbitration board.
- (b) Leave of absence without loss of pay or seniority shall be granted to union appointees who are attending and may require travel time to attend the Union-Management Committee.
- (c) To facilitate the administration of union leaves without pay, the leave shall be given at current pay and the Union shall reimburse the Employer for salary and benefit costs.
- (d) The Union shall provide the Employer with fourteen (14) calendar days' notice prior to the commencement of such leave. The Employer will not unreasonably withhold the granting of such leave where less than fourteen (14) calendar days' notice is given.
- (e) *Chief stewards:* Leave of absence with current pay, benefits and without loss of seniority will be granted to two (2) chief stewards for up to a combined maximum total of six (6) days per year to deal with collective agreement related problems on the worksites within the service area. Further leaves will be granted as required as per Clause 2.10(a)(2).

2.11 Union Bargaining Committee

The Union's Bargaining Committee shall consist of up to three (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.

2.12 Office Use/Union Representatives

- (a) Union representatives shall be permitted entry to the Employer's premises in order to carry out their required duties. Union representatives shall notify the designated supervisor in advance of this requirement and shall also indicate the purpose for entering. Union representatives shall not interfere with the operational requirements of the Employer.
- (b) The Employer shall make available to union representatives, temporary use of an office or similar facility to conduct confidential investigation of grievances.
- (c) Union representatives include the President, staff, stewards and executive members.
- (d) The Employer shall allow reasonable use of assembly rooms or similar facilities for the purpose of conducting union meetings on the employee's time. Union representatives shall be allowed reasonable use of the Employer's telephone, photocopier and facsimile machines for the purpose of conducting union business on the employee's time.

2.13 Emergency Services

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

2.14 No Interruption of Work

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

ARTICLE 3 - UNION SECURITY

All employees shall, as a condition of continued employment, become members of the Union, and maintain such membership, upon completion of fifteen (15) days as an employee, except those excluded by the parties to this Collective Agreement.

ARTICLE 4 - CHECK-OFF OF UNION DUES

4.1 Union Dues and Assessments

- (a) The Employer shall, as a condition of employment, deduct from the wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular dues payable to the Union by a member of the Union.
- (b) The Employer shall deduct from each employee, who is a member of the Union, any assessments levied in accordance with the Union's constitution and/or bylaws and owing by the employee to the Union.
- (c) Deductions shall be made for each biweekly payroll period and membership dues or payments in lieu thereof shall be considered owing in the period for which they are so deducted.
- (d) All deductions shall be remitted to the President of the Union not later than twenty-eight (28) days after the date of deduction and the Employer shall also provide the following information by service area, via electronic transfer to dues@bcgeu.ca: Social Insurance Number, Surname and First Name, Month-to-Date Dues.
- (e) Before the Employer is obligated to deduct any amount under (a) or (b) above, the Union must advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.
- (f) From the date of the signing of this Agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit.
- (g) An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's wages or salary, the amount of the regular dues payable to the Union by a member of the Union.

4.2 Income Tax Receipts

The Employer shall include, without charge, on the annual T4 for each employee the amount of the deductions paid to the Union by the employee in the previous calendar year.

ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES

The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with union security and dues check-off. A new employee shall be advised of the name and location of his steward. Whenever the steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce him to his steward, who will provide the employee with a copy of the Collective Agreement. The Employer agrees that a union steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for fifteen (15) minutes sometime during the first fifteen (15) days of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and the employee's responsibilities and obligations to the Employer and the Union.

ARTICLE 6 - EMPLOYER RIGHTS

6.1 Employer Recognition

Subject only to the provisions of this Agreement, the Union acknowledges that the Employer has and retains the sole, exclusive right and responsibility to manage its operations and business as it sees fit, including but not limited to the following:

- (a) to hire employees and to direct the workforces, including the right to decide on the number of employees needed by the Employer, or required for any task, to organize and assign the work, to maintain order, discipline and efficiency of all operations;
- (b) to make and to alter from time to time rules and regulations to be observed by all employees;
- (c) to discipline or discharge employees for just cause;
- (d) to determine the type and location of equipment required to undertake the operation.

6.2 Bargaining Unit Work

Excluded employees shall not perform bargaining unit work except 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 that does not conflict with Article 19.

ARTICLE 7 - EMPLOYER/UNION RELATIONS

7.1 Union and Employer Representation

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

7.2 Technical Information

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

ARTICLE 8 - GRIEVANCE PROCEDURE

8.1 Grievances

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

8.2 Step 1

Every effort shall be made by an employee and his immediate supervisor to resolve the issue verbally. An employee shall have the right to have his steward present at such a discussion. If unresolved, an employee may, within twenty-one (21) calendar days of first becoming aware of the action or circumstance giving rise to the grievance, submit a grievance in writing to the Employer's designate. The Employer's designate will sign and date the grievance form to confirm receipt.

8.3 Step 2

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

8.4 Time Limit to Submit to Arbitration

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

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

8.5 Policy Grievance

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

8.6 Suspension or Discharge

In the event of a grievance arising from an employee's suspension or dismissal for just cause, the Employer agrees to notify the employee in writing setting out the grounds for the Employer's action. A copy of the notice will be sent to the Union's designate. Grievances arising from suspension or dismissal shall be filed at arbitration.

8.7 Time Limits

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

If a grievance is not 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.

8.9 Technical Objections

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

8.10 Deviation from Grievance Procedure

- (a) The Employer agrees that, after a grievance has been initiated at Step 1 by the Union, the Employer's representative will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly, with the aggrieved employee without 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, 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, the Union's area staff representative may submit a grievance to arbitration within twenty-one (21) days of the date of receipt of the Employer's Step 2 response, or within twenty-one (21) days of the date it was due, or within twenty-one (21) days of the alleged violation.

9.2 Pre-Arbitration Meeting

The President of the company (or designate) shall meet (teleconference acceptable) 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:

Wayne Moore	Marguerite Jackson
Mark Atkinson	Robert Blasina
Judi Korbin	Vince Ready.

The Arbitrator shall be selected on a rotational basis in the above order, provided the Arbitrator 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 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 selected or appointed in accordance with the provisions of this Agreement, 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 with the consent of the parties to this Agreement.

9.5 Costs

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

9.6 Expedited Arbitration

(a) If the parties cannot reach agreement on a settlement, and if the grievance is not in the nature of:

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

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

(b) The Arbitrator selected shall act 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.

(c) Decisions will be:

- (1) rendered verbally to the parties within three (3) workdays of the hearing;
- (2) confirmed in writing within two (2) calendar weeks of the hearing;
- (3) the written decision shall set forth a brief explanation of the facts and the terms of the agreement/law relied upon for the decision;
- (4) without precedent or prejudice to future proceedings;
- (5) binding to both parties;
- (6) consistent with the terms of this Agreement.

(d) 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 hearing and forwarded to a regular arbitration hearing pursuant to Clause 9.2.

(e) The parties shall equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.

(f) The parties shall contact the LRB Mediation Division and request the services of a mediator to act in the capacity of arbitrator. Where a mediator is not available through the Mediation Division to act in the capacity of arbitrator, within twenty-eight (28) days, an individual from the following list will be appointed:

Mark Atkinson	Marguerite Jackson
Wayne Moore	Catherine Bruce.
Allan Hickling	Robert Blasina.
Judi Korbin	

If the named arbitrators are not available when required, an alternate arbitrator may be appointed by the parties.

(g) The parties will agree to location of hearings and, wherever possible, will be held at the nearest city nearest where the grievance arose.

(h) A grievance shall be presented by a designated representative of the Union and a designated representative of the Employer who will not be an outside lawyer, except for hearings where the union representative is a lawyer, in which case the Employer reserves the right of legal representation.

(i) By January 15 of each year, the parties will reserve a period of two (2) workdays [or more if required], bi-annually in April and October, 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.

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 writing, 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 feels it necessary.

(b) A steward will be advised in writing, 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 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 file, he shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his personnel

record. The Employer agrees not to introduce as evidence in any hearing, any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

10.4 Suspension or Discharge

In the event of a grievance arising from an employee's suspension or dismissal, the Employer agrees to notify the employee in writing, setting out the grounds for the Employer's action. A copy of the notice will be sent to the Union's designate within five (5) calendar days. Grievances arising from suspension or a dismissal shall be filed at arbitration pursuant to Article 9 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) workdays 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 designate), with the written authority of the employee, shall be entitled to review the employee's personnel file(s), both paper and, if applicable, electronic, in the office in which the file is normally kept. The employee or the President, as the case may be shall give the Employer adequate notice prior to having access to such file(s). Written censures, letters of reprimand, adverse reports or any disciplinary action recorded on an employee's personnel file shall be removed automatically after the expiration of twelve (12) months from the date it was issued.

10.7 Abandonment of Position

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

ARTICLE 11 - SENIORITY

11.1 Regular Employee Seniority Date

- (a) The seniority date for a regular employee who commenced work for HMC Services Inc. on October 21, 2003 shall be the date that the employee commenced continuous service as a regular employee with the Public Service of BC, plus time with VSA, Bel and the Employer.
- (b) The seniority date for an employee who is hired for or placed in a regular position after October 21, 1991 shall be the actual date he is hired for or placed in the regular position.
- (c) When two (2) or more employees have equal seniority the order of establishing their relative seniority shall be determined by the employees' service start date with the Province of BC or with a maintenance contractor. Where the service start dates are equal, their relative seniority will be determined by chance as mutually agreed to between the employees and the Union.

11.2 Seniority List

The Employer will post service seniority lists by classification series for each seniority block on all union bulletin boards at March 1 and September 1 annually. A copy of the lists will be sent to the Union.

11.3 Loss of Seniority for Regular Employees

- (a) A regular employee shall lose his seniority in the event that he:
 - (1) is discharged for just cause;
 - (2) resigns his 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) workdays. This period may be extended by mutual agreement between the parties;
 - (5) accepts a severance payment in accordance with Clause 13.3;
 - (6) refuses a regular position with the Employer while on layoff within the seniority block from which he was laid off.
- (b) A regular employee on a claim recognized by the WCB or ICBC claim shall be credited with service seniority to what he would have earned had he not been absent and had been able to work.

11.4 Re-employment

An employee who resigns his position and, within sixty (60) calendar 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 relation to seniority and other fringe benefits.

ARTICLE 12 - JOB POSTINGS

12.1 Filling of Vacancies

- (a) Where a vacancy is created by death, resignation, termination, dismissal, promotion, retirement, transfer, long-term disability, or WCB (maximum two [2] years totally disabled), the vacancy will be offered to the senior employee in accordance with Clause 12.1(b) or posted within fourteen (14) days if required. This article does not impede the right of the Employer to layoff regular employees in accordance with this Agreement.
- (b) Where any vacancy occurs the Employer shall first offer the position in the following sequence:
 - (1) senior regular employee in the classification series;
 - (2) senior regular employee in another classification series;
 - (3) senior temporary employee in the classification series;
 - (4) senior temporary employee in another classification series.
- (c) Where required, training will be provided to the senior applicant during the trial period noted at Clauses 12.7 and 19.3 as appropriate.
- (d) Vacancies for Road Foreman 2, 3, TSS, and TPS mechanical shall be filled on the basis of the relative abilities of those applying. Where two (2) or more applicants are equal in abilities, then the senior employee will be the successful candidate.

12.2 Postings

Where the vacancy cannot be filled within the seniority block, the position shall be posted on the designated union bulletin boards for fourteen (14) calendar days. A copy of the posting will be forwarded to the Union.

12.3 Information on Postings

- (a) 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.
- (b) *Time Limit:* The Employer shall, whenever possible, fill such postings within thirty (30) calendar days of the date of posting.

12.4 Appointments

Except as provided in Clause 12.1(d) appointments shall be made on the basis of seniority subject to the employee meeting the qualifications as defined in the classification specifications.

12.5 Notification

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

12.6 Interview Process

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

12.7 Trial Period

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

12.8 Classification Changes

- (a) Where an employee is temporarily transferred from one seniority block to another, seniority will accrue at his originating classification. If the temporary position is at a lower rate of pay, the employee will maintain his regular rate of pay.
- (b) Except as stated in (c) below, regular employees shall not be assigned work in another classification series within their seniority block unless by mutual agreement between the Union and the Employer.
- (c) Regular employees in the machine operator series and regular employees in the bridgeworker series may cross over. Regular employees in the industrial warehouse series may also be assigned to clerical duties within their seniority block.

12.9 Relocations

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

12.10 Transfer Without Posting

- (a) The Union-Management Committee may recommend a lateral transfer or voluntary demotion for:
- (1) compassionate or medical grounds to employees who have completed their probationary period;
 - (2) employees who have become incapacitated by an illness or industrial injury.

Any medical information provided by the employee to support the request for transfer shall be provided confidentially to the personnel manager and the area staff representative of the Union. It shall not be shared at the local level without the employee's written consent.

- (b) "*Compassionate*" or "*medical reasons*" shall be defined as but not restricted to the following:
- (1) illness of family members requiring medical attention which is unavailable in the immediate area, e.g. spouse or dependant with kidney problems requiring dialysis on a regular basis;
 - (2) handicapped family members who require attention which is unavailable in the immediate area, e.g. blind or deaf dependants who require special schooling;
 - (3) health circumstances which leave the member in a position where he is unable to work at the existing classification and/or location following the advice of a qualified medical practitioner.
- (c) The Union-Management Committee may place an employee into a vacancy prior to filling as per Clauses 12.1 and 12.2.
- (d) Should a transfer require relocation of residence, the cost of relocation will be borne by the employee.

12.11 Union Observers

The President of the union (or designate) may sit in as an observer on interviews for posted positions in the bargaining unit. The observer shall be a disinterested party. This clause shall not apply to excluded positions.

ARTICLE 13 - LAYOFF

13.1 Role of Seniority in Layoff

- (a) In the event of a cutback in the workforce, the last person hired will be the first released, within a classification series within a seniority block, provided those retained are qualified to perform the available work, after a period of familiarization.
- (b) Where an employee is reassigned as a result of (a), such reassignment shall be made by reverse order of seniority within a classification.
- (c) A reassigned employee will not have his current pay reduced, however, he shall be entitled to receive only fifty percent (50%) of all negotiated wage increases until such time the rate of pay of the new classification equals his current pay or until he returns to his former classification, whichever first applies.

13.2 Notice of Layoff

A regular employee will receive twenty (20) workdays' notice of layoff.

13.3 Options Upon Layoff

A laid-off regular employee may choose one of the following options:

- (a) Fill a vacancy provided he has the necessary qualifications to perform the job.
- (b) Opt for severance pay as follows:
 - (1) Regular employees hired or converted to regular status after October 19, 2002 will 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 on or before October 19, 2002 shall be entitled to the current applicable severance pay provisions as set out below, however, it is understood that eight (8) weeks prior to the expiry of the next Ministry of Transportation contract (2013), the current severance pay provisions shall cease to have application and Clause 13.3(b)(1) will have application for all regular employees regardless of their hire date.
 - (i) for the first year of seniority, three (3) weeks' current salary;
 - (ii) for the second year of seniority, six (6) weeks' current salary;
 - (iii) for each completed year thereafter, one-half (½) month's current salary.

An employee covered by the provisions contained in Clause 13.3(b)(2) will not receive an amount greater than nine (9) months' current salary.

- (c) Opt for placement on a recall list for a period of one (1) year for recall to a regular or temporary position within his seniority block provided he 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 for four (4) months or greater, layoff notices will be as specified in Clause 13.2. If this option is selected, no severance is applicable.
- (d) Opt for early retirement where an employee is age fifty-five (55) years or older. Where an employee opts for early retirement he will receive the appropriate severance pay pursuant to (b) above, and will be entitled to use these funds to receive additional pensionable service equivalent in value as determined by the pension plan. Benefits under this provision shall not exceed the time limit that would be required to reach the employee's maximum retirement age.
- (e) An employee who transferred from the provincial government on October 21, 1988 who is laid off during the term of the Agreement, who is not eligible for escrowed provincial government severance pay, will be eligible to use his full seniority as provided in Article 11 for severance entitlement, notwithstanding, an employee will not receive an amount greater than nine (9) months' current salary. This payment will be subject to any monies received under MOU8 between the government of BC and the BCGEU.
- (f) Severance pay in (b) above is not payable by HMC Services Inc. to employees in Service Area 12 in the event that:
 - (1) HMC Services Inc. ceases operations of highway and bridge maintenance in Service Area 12, including the decision of HMC or the government of BC not to renew their contract for highway and bridge maintenance in Service Area 12; and
 - (i) operations of highway and bridge maintenance in Service Area 12 reverts to the government of BC; or
 - (ii) another contractor assumes the operation of highway and bridge maintenance in Service Area 12 and that contractor is a successor Employer to HMC Services Inc. pursuant to Section 35 of the *Labour Relations Code* and/or this Agreement.

(g) Severance pay is payable by HMC Services Inc. to employees in Service Area 12 in the event that:

(1) HMC Services Inc. ceases operations of highway and bridge maintenance in Service Area 12, including the decision of HMC or the government of BC not to renew their contract for highway and bridge maintenance in Service Area 12; and

(i) another contractor assumes operation of highway and bridge maintenance in Service Area 12 and that contractor is not a successor employer to HMC Services Inc. pursuant to Section 35 of the *Labour Relations Code* and/or this Agreement.

(ii) In the event of (g)(1)(i) above HMC will be obligated to pay severance pay only to the extent of any difference between the amount of severance pay under Article 13 of this Agreement and the amount of any severance paid to an employee pursuant to Memorandum of Understanding 8 of the Master Agreement between the government of BC and the B.C. Government and Service Employees' Union.

13.4 Assembly Point

(a) Each employee will be assigned an assembly point. Each of the following locations will be considered a separate assembly point: Golden, Revelstoke, Trout Lake.

(b) Notwithstanding the above, the Employer may establish a winter assembly point at "*Perry River*", for use during "*winter shift*" (November 1 to March 31) only, with the following provisions:

(1) The temporary assembly point will be located at the Esso truck stop.

(2) There will be a maximum of one (1) person per shift.

(3) Positions at the winter assembly point must have a term with a start and finish date. Should a regular employee be located at the winter assembly point, he shall return to his former assembly point with no loss of seniority once the term is completed.

(4) Positions at the winter assembly point must be posted for a minimum of fourteen (14) calendar days and filled in accordance with Clause 12.1(b). Should a regular employee accept such a position, the Employer will provide a company vehicle for travel between the temporary assembly point and the employee's regular assembly point. A temporary employee offered work out of the temporary assembly point may decline such offer and it will not count as a decline for the purposes of Clause 31.3(a)(4).

(5) Seniority shall accrue within the seniority block the winter assembly point is located.

(c) Notwithstanding the above, employees may agree to assemble at 55 Mile. This assembly point is not intended to replace the Mica Creek assignments and Mica Creek will be considered the assembly point for the purposes of Clauses 14.2(a) [work schedules] and 27.4 (substitution) and seniority.

13.5 Yard Closure

Should the Employer decide to close a yard or mechanical facility or office (not including 50 Mile Camp) those regular employees so affected will be offered work in another seniority block and offered relocation expenses of five thousand dollars (\$5,000), or a ten dollar (\$10) mileage expense per scheduled workday, or the option of severance pay pursuant to Clause 13.3(b). The choice will be up to the employee.

13.6 No Layoff for Senior Regulars

(a) The Employer agrees that the sixty-nine (69) most senior employees will not be subject to layoff.

(b) The obligation to fill regular vacancies will be suspended until the regular complement is reduced to the core group number of forty-eight (48) employees. It is agreed that with respect to MOA 3 as it relates to "Kicking Horse Canyon" has been resolved. Should "Kicking Horse Canyon" become part of the Employer's Maintenance Contract with the Province of BC in the future, it is agreed that the core group will be increased by three (3).

13.7 Pre-Layoff Canvass

(a) Prior to a layoff, the Employer shall canvass all regular core employees in order of seniority in the affected seniority block to invite resignation with severance pay, if eligible as provided for in Clause 13.3(b).

(b) Employees will be entitled to the severance pay option per Clause 13.3(b), placement on a recall list per Clause 13.3(c) or bump the most junior regular core employee within Service Area 12 provided he is qualified to perform the work of the employee being bumped.

(c) Relocation expenses are not applicable in this process.

ARTICLE 14 - HOURS OF WORK

14.1 Hours of Work

(a) The annual hours of work exclusive of meal periods taken away from the workstation but excluding paid holidays will be seventeen hundred and fifty (1750) hours, which is equivalent to an average of thirty-five (35) hours per week.

(b) Where an employee is granted a designated paid holiday, the time off granted will be eight point one (8.1) hours (with pay) per designated paid holiday for a full-time employee and prorated for a part-time or temporary employee. Where an employee is scheduled to work a designated holiday the lieu day will be eight point one (8.1) hours for a full-time and prorated for a part-time or temporary employee.

Length of Scheduled Workday	Shift Pattern	Schedule	Required	Surplus or Short	Number of Days of Rest	Statutory Holiday Provision	Number of Holiday Shutdowns
7 hours, 49 minutes	5:2/4:3	224	224	0	130	Shutdown	11
8 hours, 49 minutes	4:3	198	198	0	156	Shutdown	11
10 hours	1:1	171.5	175	3.5	179	Shutdown	11
10 hours	1:1	182.5	175	0	182.5	Work	-
This work schedule shall apply only to clerical series employees in Revelstoke:							
7 hours	5:2	250	250	0	104	Shutdown	11
This work schedule shall apply only to employees assigned to rest area maintenance and rock patrol duties:							
8 hours, 49 minutes	4:3	198	198	0	156	Work	-
This work schedule shall apply only to radio operators during winter shift. Employees on this pattern shall work 8 hours per day but be compensated at 8.4 hours per day:							
8 hours, 24 minutes	5:3/5:3/5:4	-	-	-	-	Work	-

14.2 Work Schedules

- (a) Work schedules will be mutually agreed to by the parties or their designates and chosen from the following options and implemented by the Employer upon fourteen (14) days' advance notice in writing.
- (b) Shift schedule changes will be implemented at the end of an averaging period. Changeover schedules will provide a minimum of a thirty-five (35) hour workweek. No more than six (6) shift pattern changes per year.
- (c) The foregoing will not preclude start-time adjustments, subject to mutual agreement of the parties at the local level. Such adjustments shall not be considered a new shift pattern as per Clause 14.2(b). The Employer will make every effort to provide forty-eight (48) hours' notice of the proposed change.
- (d) The parties recognize that unusual project work may arise for which the Employer may want to implement a temporary change to the current shift schedule. This change can only be implemented with mutual agreement at the local level. Notice of such changes will be forwarded to the Union-Management Committee. Changes to the shift pattern under this article will not count for the purpose of Clause 14.2(b).

14.3 Scheduling

Where a party proposes a change to an hours of work schedule and no agreement is reached within fourteen (14) days respecting the schedule, and/or agreement cannot be reached on start and finishing times, the matter will be referred to arbitration pursuant to Clause 9.1.

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 commencement of work or not later than one (1) hour before either the meal period or the end of the shift. Rest periods shall be taken without loss of pay to the employees.

14.5 Standby Provisions

- (a) Where regular employees are required to stand by to be called for duty under conditions which restrict their normal off-duty activities, they shall be compensated at straight-time in 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, or is unfit to perform his duties when required. The provisions of this paragraph do not apply to part-time employees who are not assigned a regular work schedule and who are normally required to work whenever called.
- (b) Employees required to stand by under Clause 14.5(a) will not be required to stand by two (2) consecutive designated paid holidays, except by mutual agreement. The provisions of this paragraph 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.

14.6 Meal Periods

- (a) Recognized meal periods will be within the middle two (2) hours of the workday or shift. Employees with recognized meal periods who are required to work continuously within the middle

two (2) hours shall be paid one and one-half times ($1\frac{1}{2}x$) 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.

(b) Employees who are required to eat their meals at their place of work and are subject to interruption to perform their duties during the meal period, shall have the meal period scheduled with pay within their workday.

(c) Provided that the limits for the meal and rest periods are not exceeded, employees may leave their workplace to take such breaks. However, where an employee chooses to leave his workplace the Employer shall not be responsible for his transportation.

(d) Time spent in preparation of meals will be considered time worked provided that the meals are for other employees and that the time spent is previously authorized by the Employer.

(e) Where employees live in camp facilities provided by the Employer and are normally provided with a hot meal at the end of the shift, the Employer will provide a hot meal or a satisfactory meal which can be heated in the event that the employee is late for the meal time through no fault of his own.

(f) The length of the meal period shall be thirty (30) minutes.

14.7 Days of Rest

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

14.8 Winter Weekend Shifts

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

- (a) a maximum of one (1) shift daily on Saturday and Sunday;
- (b) an employee will not be required to work in excess of two (2) weekends per month;
- (c) 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.

14.9 Earned Time Off and Lieu Days

(a) Earned time off (ETO) and lieu days will be banked on an hourly basis and scheduled off by mutual agreement based on operational requirements.

(b) Where an employee is not able to schedule his ETO or lieu days within a twelve (12) month period from the time it was earned, there shall be a cash adjustment at double-time rates, payable upon the employee's request.

(c) ETO days and/or lieu days may be taken off prior to or in conjunction with annual vacation.

(d) Lieu days for temporary employees shall be paid out in cash at straight-time rates in the pay period upon which it was earned.

14.10 Rotation of Shifts

This clause pertains to the rotation of day shift, afternoon and night shift schedules.

- (a) Shift rotation shall be done on an equitable basis among the employees involved within a classification series and assembly point except that, by mutual agreement an employee will be permitted to choose more than his share of the second or third shifts.
- (b) Where the shift schedule changes result in workdays of the new schedule falling on rest days of the old schedule, then every attempt shall be made to provide a minimum of one (1) rest day between shifts.
- (c) Employees assigned to operate equipment on winter shifts shall sign up in the following order:
 - (1) by service seniority at each assembly point for all employees classified at the level of the work to be performed, followed by
 - (2) service seniority at each assembly point for all employees from other classifications.

14.11 Clean-up Time

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

14.12 Employees Working Away from Their Point of Assembly

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

ARTICLE 15 - SHIFT WORK

15.1 Definitions of Shifts and Shift Premiums

- (a) *Identification of Shifts:*
 - (1) "Day shift" - all hours worked on any shift which starts between 4:30 a.m. and 1:59 p.m. inclusive;
 - (2) "Afternoon shift" - all hours worked on any shift which starts between 2:00 p.m. and 8:59 p.m. inclusive;
 - (3) "Night shift" - all hours worked on any shift which starts between 9:00 p.m. and 4:29 a.m. inclusive.
- (b) Employees working afternoon or night shift shall be paid a shift premium of ninety cents (90¢) per hour for hours worked.

A weekend shift premium of eighty cents (80¢) per hour shall apply to all hours worked between 0001 hours on Saturday and 0001 hours on Monday (April 1 to October 31 inclusive).

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

15.2 Notice of Work Schedules

- (a) In the event that the work schedule or shift for a regular employee or a temporary employee working a scheduled shift roster is changed without forty-eight (48) hours' advance notice, and such change is the result of the actions of another employee covered by this Agreement utilizing the benefits provided for by the provisions of this Agreement, the employee will receive a premium of fifty-five cents (55¢) per hour in addition to his regular pay, for work performed on the first shift to which he changed.
- (b) In the event that an employee's work schedule or shift is changed without five (5) days' advance notice and the change results from causes other than defined in (a) above, the employee shall receive a premium at the applicable overtime rate for work performed on the first shift to which he changed, except that if the change results from no fault of the Employer, he shall not receive a premium at overtime rates but shall receive the premium defined under (a) above.
- (c) If shifts are scheduled so that there are not twenty-four (24) hours between the start of an employee's shift and the start of his next shift, a premium calculated at the overtime rates will be paid for hours worked on the succeeding shift within the twenty-four (24) hour period.
- (d) Where an employee exercises seniority rights to work shifts, one of which falls within the twenty-four (24) hour period from the start of the previous shift, the employee shall not be entitled to claim the premium rate referred to in (a) above.

15.3 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. Annual hours shall be based on October 21 of a year to October 20 of the following year.

15.5 Reporting Pay

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

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

ARTICLE 16 - OVERTIME

16.1 Definitions

- (a) "*Overtime*" means work performed by an employee in excess or outside of his regularly-scheduled hours of work;
- (b) "*Straight-time rate*" means the hourly rate of remuneration;
- (c) "*Time and one-half*" means one and one-half times (1½x) the straight-time rate;
- (d) "*Double-time*" means twice (2x) the straight-time rate;
- (e) "*Double-time and one-half*" means two and one-half times (2½x) the straight-time rate.

16.2 Rates of Compensation

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

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

For hours worked:

- (a) beyond the scheduled daily hours;
- (b) beyond the annual hours; or
- (c) beyond the agreed averaging period.

16.3 Overtime Records and Calculations

- (a) The Employer agrees that overtime records shall be maintained at the local level and access shall be given to employees and/or a union representative.
- (b) Overtime shall be compensated in thirty (30) minute increments for periods of overtime over ten (10) minutes' duration.
- (c) 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. "*Compensatory time off*" (CTO) shall be used, or scheduled, prior to October 31 of each year; otherwise it will be paid out in the next full pay period. Employees shall have the option of being paid out for all or part of their unscheduled banked time three (3) times in a calendar year provided two (2) weeks' written notice is given on the preceding payday.

The employee shall advise the pay office of his election to have either all cash or all CTO on each day. If no election is made, employees will be paid for the time worked.

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

16.4 Sharing of Overtime

Overtime work shall be allocated on a rotation basis in order of seniority, considering the availability of qualified employees.

16.5 Overtime Meal Allowance

- (a) Where an employee is required to work in excess of three (3) hours' overtime during a workday, an overtime meal allowance and one-half (½) hour meal break with pay will be provided.
- (b) The overtime meal allowance shall be ten dollars and fifty cents (\$10.50).
- (c) If the employee continues to work beyond three (3) hours, a further meal or allowance and meal break as above shall be provided upon completion of an additional four (4) hours' worked and upon completion of every three (3) hours thereafter.
- (d) When an employee is called out prior to his scheduled shift without one-half (½) hour's notice, the Employer shall provide the meal or pay the overtime meal allowance.
- (e) In the case of an employee called out on overtime to work on a day of rest, this clause will apply only to hours worked outside his regular shift.

16.6 No Layoff to Compensate for Overtime

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

16.7 Right to Refuse Overtime

All employees shall have the right to refuse overtime work except in any emergency situation, without being subject to disciplinary action. An employee on standby, pursuant to Clause 14.5, shall not have the right to refuse callout for overtime work.

16.8 Callout Provisions

- (a) *Callout Compensation:* An employee who is called back to work outside his scheduled working hours shall be compensated for a minimum of three (3) hours at overtime rates. He shall be compensated from the time he leaves his home to report for duty until the time he arrives back upon proceeding directly to and from work.
- (b) *Callout Time Which Abuts the Succeeding Shift:*
- (1) If the callout is for three (3) hours or less, the employee will be required to work the callout period and the whole of the abutting shift. In this case, compensation shall be overtime rates for the callout period and straight-time rate for the regular shift.
 - (2) If the callout is for longer than three (3) hours, the employee will be required to work the callout period and a portion of the abutting regular shift. The portion of the regular shift which must be worked will be 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 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 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 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.

16.9 Rest Interval After Overtime

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

ARTICLE 17 - PAID HOLIDAYS

17.1 Paid Holidays

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

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

(b) Any other day proclaimed a holiday by the federal, provincial or municipal governments shall also be a paid holiday.

(c) For an employee whose workweek is from Monday to Friday and when any of the above-noted holidays fall on a Saturday and is not proclaimed as observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement; 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.

17.2 Holidays Falling on a Non-Scheduled Workday

(a) When a paid holiday falls on an employee's day of rest, the employee shall be entitled to a day off with pay in lieu.

(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.

(c) An employee who works a designated holiday which is not a scheduled workday shall be considered to have worked overtime and will be compensated at the rate of double-time for all hours worked.

17.3 Holiday Falling on a Scheduled Workday

An employee who works a designated holiday which is a scheduled workday shall be compensated at the rate of double-time for hours worked, plus a day off in lieu of the holiday. However, where an employee works Christmas Day or New Year's Day, the rate will be double-time and one-half plus a day off in lieu of the holiday.

17.4 Holiday Coinciding With a Day of Vacation

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

17.5 Christmas or New Year's Day Off

The Employer agrees to make every reasonable effort to ensure that employees required to work shifts shall have at least Christmas 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 regular position for a majority of the sixty (60) workdays preceding a paid holiday, in which case he shall receive the higher rate. For employees who work in excess of seven (7) 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 twenty (420) working hours preceding a paid holiday.

17.7 Workday Scheduled on Paid Holiday

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

ARTICLE 18 - ANNUAL VACATIONS

18.1 Annual Vacation Entitlement

(a) *Definitions:*

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

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

(b) A regular 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: (Hidden text note: Font set at 10 pt and para after spacing set at 3 pt to get following group onto this page)

Vacation Year Workdays

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

(c) Employees engaged on a part-time basis shall be entitled to annual vacation on a pro rata basis.

(d) 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 for which he earns ten (10) days' pay. Unused vacation for the first partial year will be paid to the employee on the final payday of the year.

(e) 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.

18.2 Vacation Period

(a) 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 vacation.

(b) Notwithstanding (a) above, work groups consisting of six (6) to eight (8) employees as at April 1 of each year, may have their availability to take vacation during November, December and January limited to two (2) employees away at a time in each classification series. Likewise, work groups of

five (5) or less employees as at April 1 may have their availability to take vacation during those months limited to one (1) employee away at a time in each classification series.

18.3 Preference in Vacation

- (a) A preference in selection of vacation time shall be determined in each work group on the basis of service seniority by classification within that assembly point.
- (b) An employee shall be entitled to receive his vacation in an unbroken period. Employees wishing to split their vacation may exercise service seniority rights in their first choice within each assembly point. Seniority shall prevail in the choice of the subsequent vacation period, but only after all other first vacation periods have been selected.

18.4 Vacation Schedules

- (a) Vacation schedules will be posted between December 1 and December 15 for the period of January 1 through April 30 and between April 1 and April 15 for the period May 1 through December 31.
- (b) Employees who do not exercise their seniority rights within fourteen (14) days of the vacation schedule being posted shall not be entitled to exercise those rights with respect to any vacation time previously selected by employees with less seniority. The Employer reserves the right to schedule vacation for those employees who have not selected their vacation by May 15 except for vacation to be carried over in accordance with Clause 18.8.
- (c) An employee who transfers to another assembly point where the vacation schedule has already been completed will not be entitled to exercise his seniority rights for that year only. However, every effort shall be made to grant vacation at the time of the employee's choice.
- (d) An employee transferred by the Employer shall maintain his vacation period provided that any other employee's vacation period shall not be affected thereby.
- (e) The Employer shall make every reasonable effort to contact employees who are absent in order to establish such employees' preference for vacation.

18.5 Vacation Relief

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

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

18.6 Vacation Pay

- (a) Payment for vacations will be made at an employee's basic pay, except if an employee has been working in a higher-paid position than his regular position for a majority of his regularly-scheduled hours in the sixty (60) workdays preceding his vacation, in which case he shall receive the higher rate. Where substitution has been performed at various levels, the rate paid for the purpose of this article shall be the classification that the majority of substitution has been performed within.
- (b) When a payday falls during a regular employee's vacation, the employee shall be entitled to have the paycheck 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 regular paycheck 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.

18.7 Approved Leave of Absence During Vacation

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

18.8 Vacation Carryover

- (a) An employee may carry over up to five (5) days' vacation leave per vacation year.
- (b) A single vacation period which overlaps the end of a calendar year (December 31) shall be considered as vacation for the vacation year in which the vacation commenced. The portion of vacation taken subsequent to but adjoining December 31 shall not be considered a vacation carryover, nor as a choice for the subsequent vacation year.
- (c) An employee may carry over up to five (5) days' vacation leave per calendar year. Except as provided for in Clause 18.1(d) an employee shall not receive cash in lieu of vacation time except upon termination, resignation or retirement. Vacation carried over into the final year of the maintenance contract must be scheduled prior to the end of the maintenance contract, however, should the Employer renew the maintenance contract with the Province of BC, vacation carryover scheduled but unused may be rescheduled by the employee.

18.9 Callback From Vacation

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

18.10 Vacation Leave on Retirement

A retiring employee shall be granted full vacation entitlement for the final calendar year of service.

18.11 Vacation Credits Upon Death

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

18.12 Government Credits Recognized

An employee will continue to receive vacation pay and entitlement based on the pay and entitlement achieved as an employee of the government of BC plus any additional pay and entitlement resulting from employment with Bel Maintenance Inc., VSA Highway Maintenance Ltd., and the Employer.

18.13 Vacation Scheduling

- (a) With the exception of vacation carryover under Clause 18.8, the scheduling and completion of vacations shall be on a calendar year basis.
- (b) The calendar year in which an employee's first anniversary falls shall be the first vacation year. For the purpose of additional leave entitlement, the calendar year in which the fifth anniversary falls shall be the fifth vacation year; in which the sixth anniversary falls shall be the sixth vacation year; etcetera.

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

ARTICLE 19 - TRAINING

19.1 Purpose of 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 trades or trades-related classifications within thirty (30) days of ratification the Employer shall distribute the program(s) profile to the Union-Management Committee, the local union area office and shall post on all bulletin boards;
- (b) implement a training program in order to qualify at least two (2) regular employees to substitute in supervisory positions in each work group in each seniority block;
- (c) ensure there are at least two (2) regular employees in the machine operator series (in excess of the normal operators) trained and qualified to operate each type of equipment in each seniority block, e.g., single axle dump truck, tandem dump truck, distributor truck, loader, grader, gradall, etcetera;
- (d) where the complement in (a) and (b) above falls below two (2) regular employees, the Employer shall, within two (2) weeks, commence operator training;
- (e) pursuant to (b) above, senior employees shall be offered training if there are junior employees who are qualified to operate the higher classes of equipment.

19.2 Selection for Training

As required within a seniority block, training will be offered to employees in the following order:

- senior regular employees within the classification;
- senior regular employees within the classification series;
- senior temporary employees within the classification series;
- senior regular employees in any other classification series;
- senior temporary employees in any other classification series.

19.3 On-the-Job Operator Training

- (a) Employees shall be designated for on-the-job operator training in writing.
- (b) Where employees are designated for such training and where the attainment of a recognized level of operating proficiency could result in qualification for a higher classification, the employee's progress toward a recognized level of proficiency shall be monitored by the Employer (or designate). The employee shall be informed on a preset basis of his progress towards the completion of his training period.
- (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 proficiently operating equipment at a higher rate shall receive the appropriate rate for actual hours worked at this higher level.

(e) The parties recognize that continuity of training is important. 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) days will be allowed unless proficiency is achieved sooner.

19.4 Completion of Courses on Company Time

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

19.5 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.

19.6 Training Away from Regular Assembly Point

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

19.7 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.

19.8 Trainers

- (a) On-the-job operator/trainers will be chosen in order of seniority from an eligibility list established within each assembly point by mutual agreement between the steward and area manager (or designate).
- (b) Where mutual agreement cannot be reached the matter will be referred to the Union-Management Committee for resolve.
- (c) On-the-job operator/trainers will receive an allowance of fifteen dollars (\$15) per day.
- (d) Driver trainer positions will be posted in accordance with Clause 12.1. Driver trainers will receive an allowance of one hundred dollars (\$100) per month.

19.9 Winter Awareness Training

All employees assigned to a road crew shall receive annually, within fourteen (14) days of commencement of winter shift, or within fourteen (14) days of hire on the winter shift, one (1) day of winter awareness training. On an individual basis, this training may be extended to up to three (3) days which may including operator training. The Employer will provide the Union-Management Committee with a list of all those so trained, including the dates and length of the training provided. The Employer may, for the purposes of this clause only, call in temporary employees for the sole purpose of this training in which case there shall be no seniority accrual for the training described in this clause. Accordingly, temporary employees may be in training pursuant to this clause only while senior employees are on layoff.

ARTICLE 20 - SPECIAL AND OTHER LEAVE**20.1 Bereavement Leave**

- (a) In the case of bereavement in the immediate family, an employee not on leave of absence without pay shall be entitled to special leave, at his regular rate of pay, from the date of death to and including the day of the burial or cremation with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed five (5) workdays.
- (b) "*Immediate family*" is defined as an employee's parent, wife, husband, child, brother, sister, father-in-law, mother-in-law, grandparent and grandchild, step-parent or any other relative permanently residing in the employee's household or with whom the employee permanently resides.
- (c) In the event of the death of the employee's son-in-law, daughter-in-law, brother-in-law, sister-in-law, the employee shall be entitled to special leave at his regular rate of pay for two (2) days for the purpose of attending the funeral.
- (d) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.
- (e) Where established ethnic cultural or religious practices provide for ceremonial occasions other than the bereavement period in (a) above, the balance of the bereavement leave as provided in (a) above, if any, may be taken at the time of the ceremonial occasion.

20.2 Special Leave

- (a) Where leave from work is required, an employee shall be entitled to special leave at his current rate of pay for the following:
- (1) marriage of the employee three (3) days;
 - (2) attend wedding of the employee's child one (1) day;
 - (3) birth or adoption of the employee's child one (1) day;
 - (4) serious household or domestic emergency one (1) day;
 - (5) moving household furniture and effects one (1) day;
 - (6) attend his formal hearing to become a Canadian citizen . one (1) day;
 - (7) attend funeral as pallbearer or mourner one-half (½) day;
 - (8) court appearance for hearing of employee's child one (1) day.
- (b) Two (2) weeks' notice is required for leave under (a)(1), (2), (5) and (6).
- (c) For the purpose of (a)(2), (4), (5), (6), (7) and (8), leave with current pay will be only for the workday on which the situation occurs.
- (d) For the purpose of determining eligibility for special leave under (a)(5), an employee will qualify if he is maintaining a self-contained household and if he is changing his place of residence which necessitates the moving of household furniture and effects during his normal working hours, and if he has not already qualified for special leave under (a)(5) on two (2) occasions within the preceding twelve (12) months.

20.3 Family Illness

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

20.4 Full-time Union or Public Duties

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

- (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, Vice-President or Treasurer of the BCGEU. The leave shall be for a period of three (3) years and shall be renewed upon request.

20.5 Leave for Court Appearances

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

20.6 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 written reasons 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 20.9.
- (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 Definition of Dependant

Wherever the word "*dependant*" is used in this Agreement, it shall be defined as a relative in the immediate family including spouse, child, brother, sister, parents, father-in-law, mother-in-law.

20.9 Maximum Leave Entitlement

Leaves taken under Clauses 20.2, 20.3 and 20.7 shall not exceed a total of thirty-five (35) hours per year, commencing on October 19 of each year, unless additional special leave is approved by the Employer.

20.10 Emergency Service Leave

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

20.11 Maternity, Adoption and Parental Leave

Upon completion of the first six (6) months of employment, employees will be entitled to maternity, adoption, and parental leave benefits as described in this clause, or as determined by the *Employment Standards Act*, whichever is greater.

- (a) Upon request a pregnant employee will be granted maternity leave without pay for a period of not more than seventeen (17) weeks.
- (b) An employee shall be granted a leave of absence without pay for up to thirty-seven (37) weeks following the adoption of a child. The employee shall have to furnish proof of adoption.
- (c) An employee shall be granted a parental leave without pay for up to thirty-seven (37) weeks following the birth or adoption of a child.
- (d) An employee who has been off on maternity or adoption leave is also entitled to the parental leave provisions as outlined.
- (e) 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 while the employee is on maternity, parental, or adoption leave to a maximum of forty-one (41) weeks when parental leave is taken concurrently with maternity or adoption leave.
- (f) An employee who qualifies for maternity leave shall be paid maternity leave allowance in accordance with the Supplementary Unemployment Benefit (SUB) Plan. In order to receive this allowance, the employee must provide to the Employer, proof that she has applied for and is eligible to receive Employment Insurance (EI) benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving EI benefits is not eligible for maternity leave allowance. Pursuant to the SUB Plan, the maternity leave allowance will consist of:
 - (1) two (2) weeks at eighty-five percent (85%) of the employee's basic pay;
 - (2) fifteen (15) additional weekly payments equivalent to the difference between the EI gross benefits and any other earnings received by the employee and eighty-five percent (85%) of the employee's basic pay.

20.12 Benefits on Return to Work

- (a) On return from maternity, parental or adoption leave employees shall be placed in their former position or in a position of equal rank and basic pay within their same seniority block.

(b) Notwithstanding Clauses 18.1(b) and 18.8 vacation entitlements and vacation pay shall continue to accrue while an employee is on maternity, parental, or adoption leave for a maximum of forty-one (41) weeks, 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 18.8.

(c) Maternity or parental leave for employees in the first six (6) months of employment shall be in accordance with the *Employment Standards Act*.

20.13 Medical Examinations

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

20.14 Canadian Armed Forces

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

(1) *With pay* - where an employee is required to take annual training with Her Majesty's reserve forces provided any remuneration from the government of Canada is remitted to the Employer;

(2) *Without pay* - where an employee participates in a program of training for the purpose of qualifying for a higher rank; 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 chooses to use part or all of his annual vacation entitlement for these activities, or where he elects to take leave of absence without pay for annual training as stipulated in (a)(1) above.

20.15 Other Religious Observances

(a) Employees who are members of non-Christian religions are entitled to up to two (2) days' leave without pay per calendar year to observe spiritual or holy days. Such leave shall not be unreasonably withheld.

(b) A minimum of two (2) weeks' notice is required for leave under this provision. Where two (2) weeks' notice is not possible due to the unpredictable nature of the spiritual or holy days, then as much notice as possible shall be provided.

(c) Employees granted leave under this provision may utilize or reschedule CTO, ETO, unused vacation or lieu days.

20.16 Elections

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

20.17 Compassionate Care Leave

An employee who is entitled to compassionate care benefits under the *Employment Insurance Act* is entitled to a leave of absence without pay of up to eight (8) weeks for the purpose of providing care or support to a gravely-ill family member at risk of dying within twenty-six (26) weeks. There will be no

interruption in the accrual of seniority or eligibility for benefits provided in Article 25. Vacation entitlement will be based upon the provisions of Clause 18.1(b).

ARTICLE 21 - OCCUPATIONAL HEALTH AND SAFETY

21.1 Statutory Compliance

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

21.2 Joint Occupational Health and Safety Committees

- (a) The Employer and the Union shall establish a safety committee to be composed of union and employer representatives. The union representatives shall be selected by the Union and such representatives must be in the employ of the Employer. The Committee shall meet at least once a month to discuss questions or problems which may arise with respect to the health and safety of the employees. All minutes of the meetings of the Committee shall be recorded on a mutually agreed to form and shall be sent to the Union and the Employer.
- (b) Local toolbox safety meetings will be held monthly and the minutes forwarded to the Occupational Health and Safety Committee for review and action where necessary.
- (c) Employees who are representatives of the Committee shall not suffer any loss of basic pay for the time spent attending a committee meeting, job site inspection or accident investigation in accordance with the WCB regulations. Transportation shall be provided by the Employer.
- (d) Committee meetings shall be scheduled during normal working hours whenever practicable. Time spent by designated committee members attending to the Committee business or accident investigation on their days of rest or outside their regularly-scheduled hours of work shall not be considered time worked but such employees shall receive equivalent time off at straight-time.
- (e) The Employer and the Union agree that it is mutually beneficial to have all members in attendance at 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) Occupational Health and Safety Committees will be structured as follows:
 - (1) *Revelstoke/Trout Lake* - three (3) representatives each, from management and the Union;
 - (2) *Golden* - two (2) representatives each, from management and the Union.

- (g) Occupational Health and Safety Committee members will be trained as to their responsibilities.

21.3 Unsafe Work Conditions

- (a) No employee shall be disciplined for refusal to work on an assignment which, in the opinion of:
 - (1) a member of the local Occupational Health and Safety Committee; or
 - (2) a person designated by a safety committee; or
 - (3) a safety officer; or
 - (4) a steward at a worksite where there is no safety committee;

after an onsite 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 regulations which restrict unsafe work pursuant to the *Workers Compensation Act*, he shall not be subject to disciplinary actions.

(b) The parties agree that the Union-Management Committee will establish a "Vehicle Safety Procedure".

21.4 Injury Pay Provision

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

21.5 Transportation of Accident Victims

Transportation to and from, if required, the nearest physician or hospital for employees requiring medical care as a result of an on-the-job accident shall be at the expense of the Employer. The Employer shall ensure that adequate arrangements are made for the employee to return to the job site, assembly point or current local accommodation whichever is most appropriate to the employee's condition. Transportation will be provided or paid by the Employer.

21.6 Investigation of Accidents

(a) Pursuant to the relevant provisions of the *Workers Compensation Act* and the relevant regulations governing accident reports and investigations all accidents shall be investigated jointly by at least one (1) representative designated by the BCGEU and one (1) management representative.

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

- (1) Workers' Compensation Board;
- (2) employer designate(s);
- (3) BCGEU designate(s);
- (4) Occupational Health and Safety Committee.

Nothing in this clause restricts the right of the Employer to require the management representative in (a) above, if a member of the bargaining unit, to complete other reports related to the accident under investigation.

(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 an investigation pursuant to (a) above.

21.7 Occupational First Aid Requirements and Courses

(a) The Union and the Employer agree that First Aid Regulations made pursuant to the *Workers Compensation Act* shall be fully complied with.

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

(c) Employees required to possess an Occupational First Aid Certificate and who are designated to act as level 2 or 3 first aid attendant in addition to their normal job responsibilities shall receive the following allowance on the basis of the class of certificate which they hold:

Level 2 - forty dollars (\$40) biweekly or eight-seven dollars (\$87) per month.

Level 3 - fifty dollars (\$50) biweekly or one hundred and eight dollars (\$108) per month.

The allowance shall be prorated for partial months. For the purpose of calculating the hourly rate, the biweekly allowance shall be divided by seventy (70); however, no employee shall receive more than the monthly allowance for the level of certificate which they hold. 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 shall receive the 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 temporary employee in order of seniority from those holding the appropriate Occupational First Aid Certificate; and/or
 - (ii) include an Occupational First Aid Certificate as a desirable qualification on a posting.
- (5) Failing (4) above, the Employer may require the most senior employee within the work unit who can meet the requirements of the WCB regulations to undertake occupational first aid training in order to obtain a certificate.

21.8 Unresolved Safety Issues

The local safety committee may refer unresolved safety issues to the WCB for resolution.

21.9 Dangerous Goods, Special Wastes, Pesticides and Harmful Substances

- (a) The Employer will abide by the *Workers Compensation Act* and the relevant regulations.
- (b) Where employees are required to work with or are exposed to any dangerous goods, special waste, pesticide or harmful substance, the Employer shall ensure that the employees are adequately trained in the identification, safe handling, use, storage, and/or disposal of same.

21.10 Radio Contact or Employee Check

- (a) Where employees are required to perform duties in remote isolated areas, they shall be supplied with effective radio or radio-telephone communications or have a pre-arranged employee check pursuant to the WCB health and safety regulations.
- (b) The Employer recognizes the need for coordination with operators on radio-controlled industrial roads and agrees to make such arrangements as are required in particular circumstances to establish as safe a working environment as possible when employees are required to use such roads. Such arrangements may include radio equipment with the appropriate frequency where the use of the frequency has been authorized by the licenced user of that frequency. The Employer agrees to make every reasonable effort to obtain such authorization from the licenced user of that frequency.

21.11 Survival First Aid Course

Those employees who by the nature of their employment are required to work in remote isolated areas shall be given the opportunity to take a Survival First Aid Course at the Employer's expense.

21.12 Hearing Examinations

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

21.13 Workplace Hazardous Materials Information System (WHMIS)

In accordance with the provision of section 5 of the WCB Occupational Health and Safety Regulations, the Employer agrees to establish a joint process for determining the content and provision of all training packages related to WHMIS.

ARTICLE 22 - WORK CLOTHING

22.1 Protective Clothing

- (a) "*Protective clothing*" is understood to mean wearing apparel which protects the employee and/or the employee's clothing from excessive dirt, grease, sparks or chemicals.
- (b) The Employer agrees to supply protective apparel as follows:
 - (1) *Coveralls* - individual issue as follows:
 - (i) *Machine operator series* - maximum of two (2) pair per week.
 - (ii) *Mechanical series* - maximum of three (3) pair per week.
 - (iii) *Bridgeworker series* - maximum of two (2) pair per week.
 - (iv) Between November 1 of one year and March 31 of the succeeding year, one of the above-mentioned pair shall be insulated overalls. (This shall be available to flagpersons and employees in the mechanical series.)
 - (2) Individual issue welder's leather jackets and aprons where appropriate.
 - (3) Plant issue rubber boots, aprons, gloves, and goggles where appropriate when employees are cleaning or washing machinery or equipment.
 - (4) Work gloves where appropriate.
 - (5) Smocks, aprons, laboratory coats where the employee's clothes may be soiled due to the work situation.
 - (6) Where work is to be performed in inclement weather, the necessary rainwear, parkas, and gloves shall also be made available.
 - (7) Disposable gloves and coveralls for dead animal removal.

22.2 Safety Equipment

(a) With the exception of boots and prescription glasses, the Employer will supply all safety equipment required for the job under WCB regulations. Where the Employer's regulations regarding safety footwear exceed WCB regulations, then the Employer shall supply such footwear.

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

22.3 Union Label

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

22.4 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.

22.5 Laundry and Repair

Where the Employer supplies the items listed in Clause 22.1 above, the Employer will bear the cost of laundering and repair and will ensure adequate levels of stock are on hand.

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 No Contracting Out

The Union recognizes that the Employer is obliged by the terms of its maintenance contract with the Ministry of Transportation to contract out an annual amount of subcontracting and hired equipment.

It is agreed that the Employer will not be in violation of this article by contracting out paving, crushing, seal coating and flagging above the amounts required by the ministry.

24.2 No Layoff

(a) The Employer agrees not to contract out any of the Employer's work presently performed by employees covered by this Agreement which would result in the layoff of regular employees.

(b) The Employer agrees that winter road maintenance [and related work] will not be contracted out in an assembly point, while qualified employees with recall rights, within an assembly point, are laid off or on recall, except in instances where:

- (1) The Employer's maintenance equipment is being fully utilized by HMC 12 employees.
- (2) The temporary employees on layoff cannot be contacted.
- (3) Work of an urgent nature arises, in such instances the Employer may utilize contractors until a temporary employee arrives. There will be instances when location and/or duration of the work may preclude recall.
- (4) The Employer can contract two (2) trucks to be used between November 1 and March 31 - however no truck will be used in the Mica area unless mutually agreed between the Union and the Employer.

24.3 Temporary Employee Recall

Except as provided in Clause 24.2(b), it will not be deemed a violation of this Agreement when the Employer contracts out work which results in a temporary employee on layoff not being recalled for a work assignment.

24.4 Repair and Services

It is agreed that with the exception of warranty work, third parties will not be permitted to use the equipment of the Employer or the employees in order for the third parties to service, clean or repair the Employer's or third parties' equipment. When warranty work is done on the Employer's premises, an HMC mechanic will be assigned when, in the opinion of the Operations Manager (or designate), HMC's workload will allow. Such an assignment is for training.

ARTICLE 25 - HEALTH AND WELFARE

25.1 Basic Medical Insurance

All regular employees, and qualifying temporary employees, may choose to be covered by the BC Medical Services Plan (MSP). 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.

25.2 Extended Health Care Plan

The Employer shall pay the monthly premium for regular employees and qualifying temporary employees entitled to coverage under a mutually acceptable extended health care plan. This plan will provide equivalent benefits as per the previous Agreement and will include:

- (a) This benefit is subject to a twenty-five thousand dollar (\$25,000) maximum every two (2) years. The calendar year deductible amount for all eligible charges, except those listed separately, is twenty-five dollars (\$25) per individual and family. The reimbursement percentage for all eligible charges, except those listed separately, is eighty percent (80%) of the first one thousand dollars (\$1,000) and one hundred percent (100%) thereafter. The lifetime maximum is one million dollars (\$1,000,000);
- (b) Prescription drugs (including oral contraceptives) on the written prescription of a physician or surgeon. Diagnostic tests and x-ray examinations in accordance with the BC Formulary Plan, except where a physician or surgeon indicates an alternate is required for medical reasons. Where a physician or surgeon has so indicated, the Employer will not dispute such claim. The Employer will pay any additional doctor's fees required to administer this.
- (c) Hospital benefits including semi-private room accommodation and private room accommodation; out-of-province emergency treatment one hundred percent (100%) reimbursable - no deductible.
- (d) Outpatient hospital services and licenced ambulance service eighty percent (80%) reimbursable - twenty-five dollar (\$25) deductible.
- (e) Services of a registered nurse or a licenced chiropractor, ophthalmologist, optometrist, osteopath, dentist, podiatrist, chiropodist, naturopath, physiotherapist, speech therapist, clinical psychologist, and masseur which may be subject to annual service maximum as specified in the plan. The calendar year maximum amount is three hundred dollars (\$300) for each type of practitioner, except masseur and clinical psychologist which is three hundred and fifty dollars (\$350), physiotherapy which is seven hundred dollars (\$700) and private nursing duty which is ten thousand dollars (\$10,000) per year, with an unlimited lifetime amount.
- (f) *Hearing aids* – the maximum amount is four hundred dollar (\$400) in each five (5) year period;
- (g) Orthopaedic shoes, arch supports, moulds, and other orthotic devices; prosthetic devices (one [1] pair per year to a maximum of one thousand dollars [\$1,000]); rental of wheel chair equipment and hospital bed which are medically-required; supplies and equipment - including but not limited to medically-necessary items, such as wigs, which have a lifetime maximum of three thousand dollars (\$3,000) or foot orthotics/braces which have a calendar year maximum amount of five hundred dollars (\$500).
- (h) Vision care to include eyeglasses, contact lenses or laser eye surgery and fitting thereof in any two (2) consecutive calendar years for each insured person over age eighteen (18) and one (1) such expense in any one (1) calendar year for each dependent child - up to four hundred dollars (\$400) (effective October 1, 2010, five hundred dollars [\$500]).

25.3 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, one hundred percent (100%) percent coverage - no limits;
 - (2) Part B, seventy-five percent (75%) coverage - no limits;
 - (3) Part C, sixty percent (60%) percent coverage.

(b) An employee is eligible for orthodontic services under Part C after twelve (12) months' participation in the plan subject to a lifetime maximum payment of three thousand dollars (\$3,000) per patient.

25.4 Group Life

(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 eighty-five thousand dollars (\$85,000) – effective January 1, 2008 a minimum of one hundred thousand dollars (\$100,000) and effective January 1, 2010 a minimum of one hundred and ten thousand dollars (\$110,000).

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) Employees shall, as a condition of employment, enrol in the group life plan and shall complete the appropriate payroll deduction authorization forms.

(c) The group life plan shall include the following provisions for accidental dismemberment:

- (1) loss of both hands or both feet the principal sum;
- (2) loss of entire sight of both eyes..... the principal sum;
- (3) loss of one hand and one foot the principal sum;
- (4) loss of one hand and entire sight of one eye the principal sum;
- (5) loss of one foot and entire sight of one eye the principal sum;
- (6) loss of speech and hearing the principal sum;
- (7) loss of use of both arms or both hands the principal sum;
- (8) quadriplegia two times (2x) the principal sum;
- (9) paraplegia two times (2x) the principal sum;
- (10) hemiplegia two times (2x) the principal sum;
- (11) loss of one arm or one leg three-quarters (3/4) of the principal sum;
- (12) loss of use of one arm or one leg three-quarters (3/4) of the principal sum;
- (13) loss of one hand or one foot two-thirds (2/3) of the principal sum;
- (14) loss of entire sight of one eye two-thirds (2/3) of the principal sum;
- (15) loss of use of one hand or one foot two-thirds (2/3) of the principal sum;
- (16) loss of speech or hearing two-thirds (2/3) of the principal sum;
- (17) loss of thumb and index finger of same hand one-third (1/3) of the principal sum;
- (18) loss of four fingers of same hand one-third (1/3) of the principal sum;
- (19) loss of hearing in one ear one-quarter (1/4) of the principal sum;
- (20) loss of all toes on same foot one-eighth (1/8) of the principal sum

(d) In the event of death or disability incurred while travelling by aircraft on business of the Employer, employees will be covered by the terms and conditions of the employer blanket insurance policy.

(e) The amounts specified in the policy will be paid to employees in case of disability and in the case of death, to the employee's beneficiary as designated under the group life plan, if any, or in the absence of such beneficiary, to the employee's estate.

(f) Coverage shall commence from the place of employment or residence, whichever may last occur, and end upon returning to the regular place of employment or residence, whichever may occur first.

(g) Employees are not covered while piloting an aircraft in the course of their duties unless employed or paid as a pilot, or unless otherwise authorized.

25.5 Medical Examination

- (a) Where the Employer requires an employee to submit to a medical examination or medical interview, it shall be at the Employer's expense and on the Employer's time.
- (b) The cost of all medical certificates required by the Employer or the Employer's carrier, shall be borne by the Employer and be on the Employer's time.

25.6 Legislative Changes

If the premium paid by the Employer for any employee benefit stipulated in this Agreement is reduced as a result of any legislative or other action by the government of BC or the government of Canada, the amount of the saving shall be used to increase other benefits available to the employees, as may be mutually agreed to between the parties.

25.7 Health and Welfare Plans

- (a) A copy of the master contracts with the carriers for the extended health care, dental and group life, short-term illness and injury and long-term disability plans shall be sent to the President of the Union.
- (b) The Employer will consult the Union before developing any pamphlet explaining the highlights of the plans for distribution to employees. The cost of such a pamphlet shall be borne by the Employer.
- (c) No change shall be made to the plan coverage in the above-referenced plans in Clause 25.7(a) without the mutual agreement of the parties.

25.8 Eligibility for Benefits

Employees will become eligible for benefits pursuant to Articles 25 and 26 as follows:

- (a) For employees employed on a full-time basis eligibility will be from the month following date of hire.
- (b) Temporary employees will be eligible for benefits above when eighteen hundred and twenty-seven (1827) hours of accumulated seniority is reached in a fifteen (15) month period. Temporary employees in receipt of benefits are not entitled to the premium under Clause 31.6.
- (c) An employee who qualifies for benefit coverage will be entitled to maintain coverage under such plans following layoff by paying the appropriate premiums.
- (d) Where an employee who has been laid off is recalled, where he has benefit coverage, the Employer shall immediately reinstate benefit coverage, if recalled on the 16th of the month or later; otherwise benefits will be reinstated on the first of the month following recall. The in-lieu amount, pursuant to Clause 31.6, shall apply to any period prior to the reinstatement of benefits. For the purpose of this sub-clause, "*recalled*" is understood to mean that the employee completed at least one-half (½) shift.

25.9 Workers' Compensation Benefits

An employee on a claim recognized by the Workers' Compensation Board will receive benefits from WCB and in addition the Employer will maintain all health and welfare benefits and Employer's pension contributions during an absence on WCB.

25.10 Employment Insurance

Employment Insurance coverage will be provided during the life of this Agreement for regular and temporary employees eligible for such coverage under the provisions of the *Employment Insurance Act*.

25.11 Short-Term Illness and Injury and Long-Term Disability

- (a) Employees will be entitled to coverage under a wage indemnity plan providing a benefit for up to thirty (30) weeks at seventy-five percent (75%) of pay.
- (b) Coverage shall commence on the first day of an injury, the first day of hospitalization, or on the fourth day of an illness.
- (c) The Employer will pay one hundred percent (100%) of the cost of the plan.
- (d) Employees shall be entitled to coverage for short-term illness and injury and long-term disability in accordance with the provisions of this Agreement. In the case of employees in receipt of short-term illness and injury plan (STIIP) benefits, such employees shall remain on payroll.
- (e) The Employer will maintain coverage and pay the premiums for MSP, wage indemnity, long-term disability, extended health benefits, dental care benefits, group life, and accidental death and dismemberment and the same Employer pension contributions and deduct the employee pension contributions as set out in Clause 32.3 upon return to work.

25.12 Long-Term Disability (LTD)

- (a) Regular employees shall be entitled to the following monthly LTD benefit after weekly indemnity has been exhausted, while an employee is totally disabled.
- (b) Sixty-eight point three percent (68.3%) of the first one thousand nine hundred dollars (\$1,900) of monthly earnings and fifty percent (50%) of earnings above one thousand nine hundred dollars (\$1,900).
- (c) The Employer will maintain coverage for MSP, weekly indemnity and long-term disability payments, extended health benefits, dental, group life, accidental death and dismemberment, and pension contributions while an employee is on LTD.
- (d) Vacation entitlement and vacation pay will accrue to a maximum of thirty (30) weeks when an employee is on LTD, weekly indemnity, or for the first thirty (30) weeks on WCB.
- (e) *"Total disability"*, as used in this plan, means the complete inability because of an accident or sickness of a covered employee to perform all the duties of his own occupation for the first two (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.

ARTICLE 26 - GENERAL BENEFITS**26.1 Sick Leave Credit**

- (a) In the event a regular or eligible temporary employee is unable to work because of illness or injury, he will be entitled to a benefit of seventy-five percent (75%) of pay until such time that benefits pursuant to wage indemnity become payable. STIIP benefits commence on the second consecutive workday of each absence; however, the employee may utilize CTO, ETO, or vacation for the first day of each absence. In cases of hospitalization, STIIP benefits will commence on the first day of the illness.
- (b) An employee may supplement sick leave benefits from the following in descending order of usage:
 - (1) compensatory time off (CTO);

- (2) earned time off (ETO);
- (3) vacation credits.

26.2 Employee Assistance Program

The parties will establish a one hundred percent (100%) Employer-paid fee-for-service employee assistance program. It is understood that the following will apply:

- (a) The total cost will not exceed twenty-two hundred dollars (\$2200) per year.
- (b) Personal counselling services will be provided for employees and their families.
- (c) The Union-Management Committee will select a counselling service.
- (d) The program will be confidential and bills will be sent by the selected counselling service to HMC Services Inc.
- (e) Counselling visits will be limited to a maximum of four (4) per client.

ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES

27.1 Rates of Pay

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

27.2 Classification and Salary Assignments

- (a) When a new or substantially-altered classification covered by this Agreement is introduced, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree, the matter will be referred to arbitration pursuant to Article 9.
- (b) 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.
- (c) Classification specifications shall be negotiated within six (6) months of the date of ratification of this Agreement. If no agreement is reached the matter may be referred to arbitration by either party. The current government job classifications shall remain in effect until new specifications are established.

27.3 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. The Employer shall provide the Union with a list of all Employer and employee pension contributions and employees' CTO banks per pay period. When possible, the Employer will incorporate all of the above-noted information on each employee's pay statement.
- (c) Where direct deposit is instituted, the Employer will deposit without cost to the employee, an employee's pay in a participating chartered bank, trust company or credit union of the employee's choice on or before the appropriate payday. Where direct deposit is not available, an employee's pay will be delivered in individual sealed envelopes in accordance with (d) below.
- (d) When a payday falls on an employee's rest day the Employer shall issue the paycheque on the last shift worked prior to the payday, provided the cheque is available.
- (e) Employees working shifts shall receive paycheques 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 the shift the morning of the payday.

(f) If the paycheque 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 salary.

27.4 Substitution Pay

(a) Where an employee substitutes to a higher-paying position, for more than one-half (½) hour, he shall be paid the higher rate by one-half (½) day increments, except where the employee is training.

(b) Substitution to a higher-paying position shall be offered to the senior qualified employee in a classification series by assembly point.

27.5 Vehicle Allowance

Where the Employer requires an employee to use his personal vehicle on the Employer's business, he will be paid a vehicle allowance of forty-five cents (45¢) per kilometre ([inclusive of time travelling to and from the employee's residence). Ownership of a vehicle will not be considered a condition of employment.

27.6 Meal Allowance

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. The meal allowances shall be:

Breakfast ten dollars (\$10);

Lunch eleven dollars and seventy-five cents (\$11.75);

Dinner nineteen dollars and seventy-five cents (\$19.75).

27.7 Abnormal Working Conditions

Premium rates for abnormal working conditions shall be as follows:

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

(b) *Dirty Money*: A premium allowance of one dollar (\$1) per hour shall be paid in addition to regular rates of pay to employees in trades, helper or apprentice classifications required to work in areas contaminated with sewage, and to employees while tree falling, working with raw sewage, sandblasting or fibreglass or working in excessive dust conditions. The premium allowance shall apply to actual time while exposed, except that the minimum time shall be one-half (½) hour.

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

27.8 Accommodation, Board and Lodging

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

27.9 Work Time Records

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

27.10 Equal Pay

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

27.11 Salary Protection and Downward Reclassification of Position

A regular employee shall not have his salary reduced by reason of:

- (a) a change in the classification of his position; or
- (b) placement into another position with a lower maximum salary;

that is caused other than by the employee.

That 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.

When the salary of the employee's new classification equals or exceeds the salary which the employee is receiving, the employee's salary will be implemented at the maximum step of his new classification.

That employee shall receive the full negotiated salary increases for his new classification thereafter.

27.12 Camp Conditions

Camp conditions will be maintained to the standards set out in Appendix 3 to this Agreement.

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 BC, for every night away.

27.14 Boot Allowance

The Employer shall pay to each regular employee (and temporary employee who qualifies for benefits) an annual boot allowance of two hundred dollars (\$200). This allowance is to be paid out in a separate cheque on December 1 of each year.

ARTICLE 28 - APPRENTICES**28.1 Administration and Implementation of Apprenticeship Programs**

- (a) The Employer and the Union recognize that apprenticeship programs are the normal procedures for obtaining journeyman qualification. The Employer will administer and implement apprenticeship programs.
- (b) An apprentice shall be considered for a regular position upon attainment of his trade journeyman ticket.

28.2 Training Required by BC Ministry

- (a) When an apprentice is attending school, as required by the applicable BC ministry, he shall be paid his appropriate wage rate. Where eligible, the apprentice shall apply for a wage allowance from the Ministry of Human Resource Development and remit this allowance to the Employer.
- (b) The Employer will advise an apprentice when he is eligible for a Ministry of Human Resource Development wage allowance.
- (c) The Employer and Union agree that if the apprentice is required to travel to a training vocational school he shall be reimbursed with a per diem as per Appendix 2, Clause 1.1(c).
- (d) Apprentices shall receive reimbursement, over the life of the apprenticeship, up to a maximum of two hundred dollars (\$200) to assist with the cost of approved educational textbooks.

28.3 Special Training Required by Employer

Where an apprentice is required by the Employer to attend a specialized training location which requires the apprentice to either relocate or transfer from his headquarters, he shall receive the appropriate allowance described in Appendix 2 of this Agreement.

28.4 Moving Expenses

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

28.5 Layoff

An apprentice will be laid off prior to any regular full-time employee in the classification series.

28.6 Rates of Pay For Apprentices

Apprenticeship	Percentage of Certified Journeyman Rate				
Program Length	<i>** Becomes sixty percent (60%) if the employee has not successfully completed a recognized pre-apprenticeship training program prior to being indentured</i>				
	1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year
2-Year Program	65% **	90%			
3-Year Program	65% **	75%	90%		
4-Year Program	65% **	70%	80%	90%	
5-Year Program	65% **	70%	75%	85%	90%

ARTICLE 29 - UNION-MANAGEMENT COMMITTEE

- (a) The Employer and the Union agree to establish a Union-Management Committee comprised of three (3) employer and three (3) union representatives. The Committee shall meet at the request of either party, at a time and place to be mutually agreed upon but not more than every sixty (60) days, unless mutually agreed between the parties. The union representatives shall have the right, at any time, to have the assistance of staff of the Union.
- (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 the Agreement, to review trends in training programs for the purpose of evaluating employee needs and to maintain effective union/employer relations.

- (c) This Committee may call upon additional persons for technical information or advice.
- (d) The Committee will be responsible for recommending training to enhance the existing skill base of employees while increasing an employee's suitability for promotional opportunities.

ARTICLE 30 - GENERAL CONDITIONS

30.1 Parking

The Employer will designate adequate parking, free of charge, at each yard for employee parking. The intent is for there to be no change in the current parking practices.

30.2 Tool Allowances

- (a) Other than employees classified as tradesmen, helpers or apprentices, employees will not be required to supply work tools or equipment.
- (b) Subject to Clause 30.2(a) of this Agreement, the employee shall furnish and replenish his inventory of personal hand tools. The Employer shall furnish and maintain all other equipment as he deems necessary.
- (c) Where maintenance of employees' hand tools has been done by the Employer in the past, this practice shall continue. It is understood that "*maintenance*" as used in this clause shall mean sharpening and keeping in good working condition.
- (d) The Employer agrees to pay mechanics up to five hundred dollars (\$500) a year, and welders up to three hundred dollars (\$300) a year, for the receipted purchase of tools.

30.3 Replacement of Employee's Hand Tools

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

30.4 Comprehensive Insurance

The Employer agrees to provide comprehensive insurance covering tools, reference texts, and instruments owned by the employees and required to be used in the performance of their duties at the request of the Employer.

30.5 Indemnity

- (a) *Civil Action:* Except where there has been flagrant or wilful negligence on the part of an employee, the Employer agrees not to seek indemnity against the employee whose actions result in a judgment against the Employer. The Employer agrees to pay any judgment against an employee arising out of the performance of his duties. The Employer also agrees to pay any legal costs incurred in the proceedings including those of the employee.
- (b) *Criminal Actions:* Where an employee is charged with an offense resulting directly from the proper performance of his 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 may provide for legal service in the defence of any legal proceedings involving the employee (so long as no conflict of interest arises between the Employer and the employee) or pay the legal fees of counsel chosen by an employee.

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

(1) when the employee is first approached by any person or organization notifying him of intended legal action against him;

(2) when the employee himself requires or retains legal counsel in regard to the incident or course of events;

(3) where any investigative body or authority first notifies the employee of any 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.

(e) *Motor Vehicle Violations:* Where an employee is charged with a motor vehicle violation which does not include flagrant or wilful negligence, the Employer agrees to pay for any fines or costs incurred.

30.6 Payroll Deductions

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

30.7 Political Activity

(a) *Municipal and School Board Offices:* Employees may seek election to municipal and school board offices, provided that:

(1) the duties of the municipal or school board office other than regular council or board meetings do not impinge on normal working hours;

(2) there is no conflict of interest between the duties of the municipal or school board office and the duties of the employee.

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

30.8 Copies of Agreement

(a) The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and his rights and obligations under it. For this reason, sufficient copies of the Agreement will be printed for distribution to employees. 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
HMC SERVICES INC.
Service Area 12
and the
B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION
Sixth Agreement for Service Area 12
Effective from October 1, 2006 to September 30, 2011

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

(d) The Employer will provide copies of the printed Agreement within ninety (90) days of the signing. This ninety (90) days may be waived in extenuating circumstances. The Agreement shall be available in booklet form.

30.9 Travel Advance

Regular employees not covered by a work party advance, and who are required to proceed on travel status, shall be provided with an adequate travel advance. The amount of advance will be determined by such factors as time away from the assembly point and the frequency of reimbursement.

30.10 Point of Assembly

Every employee will be assigned a regular point of assembly.

30.11 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 outside of normal work hours. For vehicle use under this clause and/or return to the assembly point, 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 ICBC because of impairment.

30.12 Technical Orders - Tradesmen

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

30.13 Tradesmen Not to Work as Helpers

It is not the Employer's policy to require certified tradesmen to work as trades helpers on a full-time basis, except as indicated in job specifications.

30.14 Travel Conditions

The Employer shall consult with the employee whose duties require him to be absent from his assembly point for temporary periods, and subject to operational requirements, shall allow the employee to travel at a time convenient to the employee, provided that there is no increase in cost to the Employer.

30.15 Work Group

Each work group working from a common assembly point shall be considered completely independent for the following purposes: substitution, rotation of shifts, allocation of overtime, preference in vacation, training courses and work schedules.

Should there be work required that results in work jurisdictions for work groups crossing over, it will not cause any loss of pay to a regular employee in the affected seniority block. If temporary employees are called back to supplement the workforce which enables this work to take place, such recall will be from the affected seniority block. This shall only be permitted between April 1 to October 31.

ARTICLE 31 - TEMPORARY EMPLOYEES

31.1 Temporary Employees

- (a) A temporary employee shall receive a letter of appointment clearly stating his employment status and expected duration of employment. A copy of each temporary employment letter will be sent to the Union's Cranbrook office.
- (b) Temporary employees who have worked eighteen hundred and twenty-seven (1827) hours in a fifteen (15) month period shall be converted to regular status effective the beginning of the month following the month in which they attain the required hours. If the number of regular employees is greater than the core group number, pursuant to Clause 13.6, conversion will not take place until a regular vacancy occurs within their seniority block.

31.2 Seniority

- (a) "*Seniority for temporary employees*" shall be defined as the total number of continuous hours worked with the government of BC without an interruption immediately prior to the employee commencing work on October 21, 1988, plus accumulated hours of work with Bel Maintenance Inc., VSA Highway Maintenance Ltd. and the current Employer.
- (b)
 - (1) For the purpose of layoff and recall, a temporary employee who has worked in excess of thirty (30) days shall accumulate service seniority with the Employer on the basis of:
 - (i) all hours worked at the straight-time rate;
 - (ii) designated paid holidays or days off in lieu in accordance with Clause 31.8;
 - (iii) annual vacation in accordance with Clause 31.9;
 - (iv) leave pursuant to Clause 31.7.
 - (2) Upon completing thirty (30) days as calculated in Clause 31.2(b)(1) above, a temporary employee's seniority shall include the accumulated thirty (30) days.
 - (3) Subject to Clause 31.3, a temporary employee shall retain his service seniority if transferred from one classification series or assembly point to another on a temporary basis. Permanent transfer may only occur with the approval of the Union-Management Committee.
 - (4) For the purpose of layoff and recall, temporary employees who are on a claim recognized by the WCB or an ICBC claim which arises out of a work-related injury while employed by the Employer, shall earn seniority for all hours the employee would have worked had he not been injured and been able to stay on the job.
 - (5) A current work unit service seniority list by classification series shall be posted quarterly in each assembly point.

(6) *"Seniority for a temporary employee"* shall be defined as the total number of continuous hours worked with the government of BC without an interruption immediately prior to the employee commencing work for Bel Maintenance Inc. on October 21, 1988 plus accumulated hours of work with Bel Maintenance Inc. as a temporary employee, plus accumulated hours of work with VSA Highway Maintenance Ltd. as a temporary employee and plus accumulated hours of work with HMC Services Inc. as a temporary employee.

(7) When two (2) or more employees have equal seniority, the order of establishing their relative seniority shall be determined by each employee's service start date with the Province of BC or with a maintenance contractor. Where the service start dates are equal, their relative seniority will be determined by chance as mutually agreed to between the employees and the Union.

(8) Seniority will not accrue during general leaves of absence in excess of forty-five (45) workdays.

31.3 Loss of Seniority for a Temporary Employee

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

(1) he is terminated for just cause;

(2) he voluntarily terminates or abandons his position for five (5) scheduled workdays without notifying the Employer;

(3) he is not recalled for a work assignment in a ten (10) month period (new temporary employees hired after October 19, 2003 will lose their seniority if not recalled for a work assignment in a nine [9] month period);

(4) he declines three (3) offers of temporary work assignments;

(5) he becomes a regular employee.

(b) A temporary employee on a claim recognized by the WCB shall be credited with service seniority to what he would have earned had he not been absent and been able to work.

31.4 Layoff and Recall

(a) Layoff of temporary employees shall be by classification series in reverse order of seniority within a seniority block.

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

(c) Notwithstanding (a) above, temporary employees hired for seasonal work or a term certain shall be laid off upon completion of the season or term and shall be subject to recall procedures in accordance with (b) above.

(d) Two (2) attempts, at least five (5) minutes apart, will be made to contact temporary employees, with the senior eligible employee called first.

(e) Temporary employees are responsible for advising the Employer of their work/unit/recall section, in writing, of their current phone number, address, etcetera.

(f) Where temporary employees are contacted and decline the work offered, or are unavailable, such decline or unavailability will be considered to be decline for purposes of Clause 31.3(a)(4).

(g) Temporary employees subject to recall shall lose their service and shall be considered terminated for just cause where they decline work or are unavailable on three (3) separate occasions in the calendar periods between January 1 and June 30 inclusive or July 1 and December 31 inclusive.

It is understood that only one (1) decline or unavailability may be counted per calendar day and when an employee declines recall for work or is unavailable during a calendar day, the Employer shall not be required to make further offers of work to the employee for the calendar day which the employee has declined or been unavailable for.

(h) The Employer is not required to recall temporary employees who have already accumulated eighteen hundred and twenty-seven (1827) hours in a twelve (12) month scheduling period.

(i) For the purposes of (f), (g) and (h) above, a temporary employee shall only be considered unavailable when the provisions of (d) above have been followed and the attempt to contact was made between 4:00 p.m. and 8:00 p.m. for that would commence the following day. Further, a temporary employee may specify seasonal periods of unavailability, not including the period of November 1 to March 31. During these periods of unavailability, the employee may refuse or be unavailable for any work that is offered. Should a temporary employee wish to change his period of unavailability, he must do so in writing with a minimum of two (2) days' notice.

(j) Except in the case of a winter storm, there shall be a minimum of six (6) hours' notice for any shift that begins between 4:00 p.m. and 4:00 a.m. Where six (6) hours' notice is not given, the temporary employee shall be permitted to decline the shift and it will not be counted as a decline for the purpose of Clause 31.3(a)(4).

31.5 Application of Agreement

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

(b) Maternity leave for temporary employees with less than eighteen hundred and twenty-seven (1827) hours worked in a fifteen (15) month period shall be in accordance with the *Employment Standards Act*.

31.6 Health and Welfare

(a) In lieu of health and welfare benefits temporary employees hired after October 19, 2002 shall receive eighty cents (80¢) per hour as negotiated in Appendix 1. The in-lieu amount shall increase as follows:

- October 1, 2008 – ninety cents (90¢) per hour to a maximum of sixty-seven dollars and fifty cents (\$67.50) biweekly;
- October 1, 2009 – one dollar (\$1) per hour to a maximum of seventy-five dollars (\$75) biweekly.
- October 1, 2010 – one dollar and ten cents (\$1.10) per hour to a maximum of eighty-two dollars and fifty cents (\$82.50) biweekly.

(b) Temporary employees hired on or after October 19, 2002 shall receive benefits as follows:

(1) forty cents (40¢) per hour (Appendix 1) after working between three hundred and fifteen (315) and five hundred (500) hours (this amount will increase to fifty cents (50¢) effective October 1, 2008; sixty cents (60¢) effective October 1, 2009; seventy cents (70¢) effective October 1, 2010);

(2) the rates in (a) above after working more than five hundred (500) hours.

31.7 Weekly Indemnity

- (a) Clause 31.6 will not apply when a temporary employee is receiving benefits under this clause.
- (b) Temporary employees are eligible for weekly indemnity benefits upon accumulation of four hundred (400) hours of temporary seniority. Once established, eligibility for weekly indemnity is retained unless the temporary employee loses temporary seniority. Weekly indemnity benefits are payable for each period of illness up to a maximum of fifteen (15) weeks at sixty percent (60%) of the temporary's normal average earnings. Normal average earnings are calculated by averaging the straight-time hours paid in the six (6) most recent biweekly pay periods in which earnings occurred.
- (c) The "*benefit waiting period*" in each case of illness will be fourteen (14) calendar days. This means that benefits will be paid from the fifteenth day of illness.
- (d) Subject to Clause 31.7(c), full benefits will be reinstated:
 - (1) in the case of new illness, after the temporary employee returns to active employment following the most recent absence due to illness and accumulates one hundred fifty (150) more hours of temporary seniority;
 - (2) in the case of a recurrence of a previous illness, after the temporary employee returns to active employment following the most recent absence due to that illness and accumulates four hundred (400) more hours of temporary seniority.
- (e) The payment of benefits to a person who is laid off or separated prior to termination of his illness shall be continued after the layoff or separation until the total number of weeks for which benefits have been paid in respect of that illness is fifteen (15) weeks or the duration of the illness, whichever occurs first, except that benefits will cease on the effective date of a scheduled layoff or separation, if the illness occurs two (2) months [or less] before that layoff or separation, provided that notice of the layoff or separation was given prior to the occurrence of the illness.
- (f) The benefits described in this clause shall not be available to temporary employees whose illness, injury, or personal circumstances may be described by any one of the following conditions:
 - (1) who is not under the care of a licenced physician;
 - (2) whose illness is occupational and is covered by WCB benefits;
 - (3) whose illness is intentionally self-inflicted;
 - (4) who is pregnant and has a pregnancy-related illness during the period commencing within the tenth week prior to the expected week of confinement and ending with the sixth week after the week of confinement; or during any period of formal maternity leave taken by the temporary employee pursuant to the *Employment Standards Act* or by mutual agreement between the temporary employee and her Employer; or during any period for which the temporary employee is paid EI maternity benefits;
 - (5) whose illness results from service in the Armed Forces;
 - (6) whose illness results from riots, wars or participation in disorderly conduct;
 - (7) who is ill during a period of paid vacation;
 - (8) whose illness is sustained while committing a criminal offence;
 - (9) who is engaged in an employment for a wage or profit;
 - (10) who is ill during a strike or lockout at the place where he was employed if that illness commences during the strike or lockout;

- (11) who is serving a prison sentence;
 - (12) who would not be entitled to benefits payable pursuant to Part II of the *Employment Insurance Act* because he is not in Canada;
 - (13) who is absent from work because of plastic surgery performed solely for cosmetic purposes except where the need for surgery is attributable to an illness or injury.
- (g) The parties agree that the complete premium reduction from the Employment Insurance Commission accruing through the improved sick leave plan and the weekly indemnity plan will be returned to the Employer. This is in exchange for the implementation of the above-mentioned plan.

31.8 Designated Paid Holidays

- (a) Temporary 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 thirty (30) days; or
 - (3) worked at least one hundred five (105) hours at straight-time rate in the previous thirty (30) days.

This clause shall not apply to employees who have been terminated and are not on layoff status.

- (b) A temporary employee who is qualified in (a) to receive compensation for the holiday and who is required to work on that day, shall be compensated at the same rate as regular employees in the same situation, as outlined in Article 17.

31.9 Annual Vacation

- (a) Temporary employees will be entitled to receive vacation pay at the rate of four percent (4%) of their regular earnings for the first six hundred and thirty (630) hours of work and six percent (6%) of their regular earnings for all hours worked in excess of six hundred and thirty (630) hours. Temporary employees shall receive their earned vacation pay on each paycheque.
- (b) The calendar year in which a temporary employee is converted to regular status will be considered the first partial year of service for purposes of vacation entitlement, and subject to Clause 18.8 any unused vacation entitlement earned during that year will be paid to the employee on the final payday of that year.
- (c) Upon qualifying for vacation leave a temporary employee will be paid any earned vacation pay owing to that date and thereafter will earn vacation leave in accordance with Clause 18.1.

31.10 Probationary Period

Temporary employees shall serve a probationary period of thirty (30) days worked from date of hire, during which time the Employer shall assess suitability for continued employment.

31.11 Displacement

- (a) Within a seniority block, senior temporary employees may opt to displace junior temporary employees who have been recalled if a senior temporary employee is unavailable for recall while on leave of absence without pay with approval in writing.
- (b) Senior temporary employees shall only be eligible to displace junior temporary employees if the displacement occurs immediately following the expiry of the leave(s) referred to in Clause 31.11(a) above.

- (c) Where a senior temporary employee has displaced a junior temporary employee pursuant to Clause 31.11(a), the displaced temporary worker shall not be entitled to notice of layoff.
- (d) Where a senior temporary employee displaces a junior temporary employee pursuant to Clause 31.11(a), and where notice of layoff has been given the Employer shall not be obligated to extend notice of layoff beyond that notice of layoff which has been given.

ARTICLE 32 - BCGEU PENSION PLAN (EFFECTIVE NOVEMBER 1, 1991)

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 [become] 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, temporary employees who qualify pursuant to Clause 31.1(b) and "*eligible*" employees who qualify pursuant to Clause 32.2 shall participate in the BCGEU Pension Plan.
- (e) Employees who are laid off after qualifying to participate in the Plan and who are recalled to work shall receive all the benefits of the pension plan effective the date of recall.

32.2 Definition of Eligible Employee

"*Employee*" for the purposes of the BCGEU Pension Plan, and as provided for in the *BC Pension Benefits Standards Act*, is eligible having worked at least three hundred and fifty (350) hours in each of two (2) consecutive fiscal or calendar years and had 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 or fiscal years.

32.3 Contribution Rates

The Employer's contribution rate to the pension fund shall be eight point two five percent (8.25%) of each employee's gross monthly earnings. The Employer shall also deduct from each employee's gross monthly earnings five and one-half percent (5½%) 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.

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, 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 as follows:

- (a) premiums and allowances;
- (b) shift differential.

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 in an acceptable format, along with matching pension contributions.

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 (1) full month.

The payment of such delinquency charge will be made in a manner prescribed by the BCGEU or its designate.

32.7 Pension Contributions While Ill or Injured

Where a member becomes disabled and is in receipt of disability income from any employer-sponsored disability benefit program whether such program is insured or not, that member shall have remitted to the pension fund by the Employer the same pension contribution as set out in Clause 32.3. Such amount would be based on the disability benefit received.

32.8 Discontinuance of Contributions

In the event that employer-required contributions on behalf of participating employees are discontinued for any reason (i.e. retirement, long-term disability, WCB, termination, etcetera) the Employer shall notify the local union area office immediately in writing.

ARTICLE 33 - TERM OF AGREEMENT

33.1 Duration

This Agreement shall be binding on the parties hereto and shall be effective from the date of signing to September 30, 2011.

33.2 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 July 1, 2011, but in any event not later than midnight, July 31, 2011.

(b) Where no notice is given by either party prior to July 1, 2011 both parties shall be deemed to have given notice under this section on July 31, 2011.

33.3 Commencement of Bargaining

Where a party to this Agreement has given notice under Clause 33.2 the parties shall, within fourteen (14) days after the notice was given, commence collective bargaining.

33.4 Change in Agreement

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

33.5 Agreement to Continue in Force

Both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining wherein the Agreement will remain in full force and effect.

33.6 Effective Date of Agreement

The provisions of this Agreement, except as otherwise specified, shall come into force and effect on the date of signing of this Agreement.

33.7 Limitations

The parties hereto agree that the operation of Sections 50(2) and 50(3) of the *Labour Relations Code* of BC is hereby excluded.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

Darryl Walker, President

Joseph Wrobel, President

Jim Manson, Bargaining Unit Chairperson

William Houseman, Division Manager

Robert Keam, Bargaining Committee Member

Laura Christy, Personnel Manager

Ed Wozniak, Bargaining Committee Member

Marg Dell, Consultant

Frank Anderson, Staff Representative

Dated this _____ day of _____, 200_____.

APPENDIX 1
Rates of Pay

JOB CLASSIFICATIONS	2006 Sept. 1 (2.75%)	2006 Oct. 19 (0.25%)	2007 Oct. 19 (3.00%)	2008 Oct. 19 (3.57%)	2009 Oct. 19 (3.0%) **	2010 Oct. 19 (3.0%) **
BRIDGEWORKER SERIES						
Bridgeworker	24.81	24.87	25.62	26.53	27.33	28.15
Bridgeworker TJ	28.11	28.18	29.04	30.08	30.98	31.91
Bridgeworker TL	28.85	28.92	29.79	30.85	31.78	32.73
Bridgeworker TS	29.60	29.67	30.56	31.65	32.60	33.58
Bridgeworker TSS	30.38	30.45	31.37	32.49	33.46	34.47
CLERICAL						
Radio Operator	23.64	23.70	24.4	25.27	26.03	26.81
Clerk	24.81	24.87	25.62	26.53	27.33	28.15
MACHINE OPERATOR SERIES						
<i>Persons operating a tandem truck with a wing attachment shall be paid at the MO7 rate of pay.</i>						
Flagperson/Labourer	23.64	23.70	24.40	25.27	26.03	26.81
Machine Operator 3	24.81	24.87	25.62	26.53	27.33	28.15
Machine Operator 4	25.41	25.48	26.23	27.17	27.98	28.82
Machine Operator 5	26.06	26.13	26.91	27.87	28.71	29.57
Machine Operator 7	26.73	26.79	27.60	28.59	29.44	30.33
Sign Maintenance Person	26.06	26.13	26.91	27.87	28.71	29.57
Foreman 1	27.41	27.48	28.30	29.31	30.19	31.10
Foreman 2	28.11	28.18	29.04	30.08	30.98	31.91
Foreman 3	29.63	29.70	30.59	31.68	32.63	33.61
MECHANICAL SERIES						
Mechanic's Helper	23.64	23.70	24.40	25.27	26.03	26.81
Mechanic	26.73	26.79	27.60	28.59	29.44	30.33
Mechanic TJ	28.85	28.92	29.79	30.85	31.78	32.73
Mechanic TL	29.60	29.67	30.56	31.65	32.60	33.58
Mechanic TS	30.38	30.45	31.36	32.48	33.45	34.46
Mechanic TSS	31.19	31.27	32.21	33.36	34.36	35.39
Mechanic TPS	32.01	32.09	33.06	34.24	35.27	36.33
Welder TJ	28.85	28.92	29.79	30.85	31.78	32.73
Welder TL	29.60	29.67	30.56	31.65	32.60	33.58
Auto Body TJ	28.85	28.92	29.79	30.85	31.78	32.73
WAREHOUSE SERIES						
Yardman	23.64	23.70	24.40	25.13	25.89	26.66
Ind. Warehouse TJ	26.06	26.13	26.91	27.72	28.55	29.41
Ind. Warehouse TL	26.73	26.79	27.60	28.42	29.28	30.16
Ind. Warehouse TS	27.41	27.48	28.3	29.15	30.02	30.93

New Hires: An employee hired after October 19, 2002 shall, for the first three hundred and fifteen (315) hours of employment, be paid eighty percent (80%) of the appropriate hourly rate. After working three hundred and fifteen (315) hours an employee shall be paid the full negotiated rate of pay (e.g. a newly-hired employee shall receive 80% of the MO3 rate if operating a single axle truck, 80% of the MO4 rate if operating a tandem truck).

** *COLA Adjustment*: The October 19, 2008, 2009 and 2010 wage increases are the greater of the labour component of the Annual Price Adjustment (COLA) or three percent (3%). Therefore, the rates noted above will be adjusted should the COLA be greater than three percent (3%). It is understood that the labour component of the Annual Price Adjustment (COLA) will follow Schedule 2 of the Ministry of Transportation Maintenance Agreement and the Notice of Clarification and Acknowledgement of Agreement dated June 7, 2007. The letter is to remain in effect only for the duration of this Collective Agreement.

APPENDIX 2 BOARD AND 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 headquarters; and/or
- (b) travel from their headquarters for short periods of time; and/or
- (c) travel from their headquarters more or less on a continuous basis, but whose assignments are of sufficiently short duration so that temporary headquarters cannot be practically assigned.

"Travel status" with respect to an employee means absence of the employee from the employee's designated headquarters or geographic location on the Employer's business with the approval of the Employer, but travel status does not apply to employees temporarily assigned to a position outside of the designated headquarters or to field status employees.

"Headquarters" is that area within a radius of thirty-two (32) kilometres where employees ordinarily perform their duties.

"Dependants" - for the purpose of definition, dependants are spouse, dependent children and anyone for whom the employee claims exemption on federal income tax returns.

"Private dwelling house" refers to the single family residence of the employee on a reasonable amount of property required to support such a house, owned by the 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, etcetera), 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 1 - Board and Lodging Regulations

1.1 Board and Lodging

(a) *Travel Status*: Employees who are required to travel away from their permanent headquarters, or who opt for (b) or (c) below are entitled to the current rates as follows:

- (1) meal allowances as outlined in Clause 27.6; and
- (2) single accommodation reimbursement; and
- (3) where private accommodation is used, forty dollars (\$40) per night; and
- (4) five dollars (\$5) incidental for every night away from home.

The above-mentioned employees eligible for travel status shall be provided with an adequate travel advance upon request. The amount of advance will be determined by such factors as time away from headquarters and the frequency of reimbursement.

(b) *Board and Lodging*: Employees assigned to a temporary headquarters and not on travel status shall be entitled to board and lodging supplied by the Employer in either employer-operated camps or by means of local community services.

(c) *Per Diem Living Allowance*: The per diem living allowance is intended to cover only those living costs which are considered over and above normal for those employees whose positions require mobility or require that the employee live in the field thereby making it impractical to establish a relatively permanent residence or reside at their permanent residence.

(1) Where employees would otherwise be entitled to travel status under section (a) or board and lodging supplied under section (b), employees may elect a per diem living allowance in lieu of travel status or board and lodging supplied, in which case employees shall be responsible to find and pay for their own accommodation and make and pay for their own board arrangements; however, where the Employer establishes a camp, employees will be obligated to receive board and lodging using camp facilities at the Employer's option.

(2) The election of the per diem allowance by employees shall not result in greater transportation costs to the Employer than would have resulted if board and lodging was supplied by the Employer.

(3) Where employees are entitled, the per diem living allowance will be thirty-five dollars (\$35) per day for each calendar day in the month. This will be paid via the payroll (subject to income tax) one (1) month in arrears to enable the pay offices to calculate the correct entitlement. This allowance will be paid for the periods employed on the job and will include days of rest, statutory and declared holidays, short-term illness and injury absence, approved WCB leave with pay, other approved leave of absence with or without pay for periods up to five (5) days. Without limiting or extending the provisions of this section, the per diem allowances will not be payable during the following periods:

- (i) non-approved unpaid absences from the job including abutting weekends;
- (ii) unpaid WCB leave and unpaid absence due to illness or injury in excess of five (5) days, except that where such conditions occur and the employee remains at the job area, then board and lodgings will be supplied by the Employer, but not beyond the period of hire or twenty (20) days, whichever is the lesser;
- (iii) while on educational leave with or without pay;
- (iv) termination pay for vacation and pre-retirement leave upon retirement;

(v) while employees are moving from one job site to another or from one headquarters to another and on travel status.

(4) Where employees have elected free board and lodging it is understood and agreed that fifty percent (50%) of the per diem living allowance will be payable where the Employer is unable to supply board but lodging is supplied.

(5) Where employees have elected the per diem allowance, it is understood and agreed that, in the following situations, fifty percent (50%) of the per diem allowance will be payable where the employee and the Employer mutually agree that it is necessary to retain employees' accommodation at designated headquarters, and in such cases the Employer's agreement shall not be unreasonably withheld;

(i) where employees are temporarily assigned away from designated headquarters and are on travel status or supplied with free board and lodging;

(ii) where employees are on annual holidays, banked holidays, or compensatory time off with pay; for the purposes of calculating the allowance, holiday, or compensatory time off will be considered to commence on the first workday off the job, and will end the day before the employees' return to work;

(iii) where employees are on leave with pay for union business.

Where the employee and Employer do not find it necessary to retain accommodation at the employee's headquarters under the circumstances outlined in this section, then no per diem allowance is payable.

(6) It is understood that the Employer will advise employees in advance as to what type of board and lodging facilities are or will be made available, and employees will advise in writing if requested, prior to final arrangements being made, whether or not they wish to accept board and lodging supplied or elect the per diem living allowance. The decision reached will remain in effect for the duration of the project, except that changes may be made by mutual agreement.

(7) Where employees have elected the per diem living allowance, it is understood and agreed that the Employer will be required to provide sufficient notice in writing of the termination date of the project to enable employees to avoid possible duplication of accommodation payments. In the event the project terminates earlier than the notice date given, employees shall be entitled, upon production of receipts, to any duplication accommodation costs incurred directly resulting from the insufficient notice. Where the project terminates later than the notice date given, employees shall be entitled, upon production of receipt, to any abnormal increase of costs in accommodation, or any duplication of accommodation costs, directly resulting from extending the termination date of the project. This would not include normal increases in rent that may be experienced during the extended period.

(d) *Return to Headquarters:*

(1) Both parties recognize the desirability of employees returning from field locations to their headquarters as the case may be for days of rest whenever possible. To this end the Employer shall make every reasonable effort to make transportation available for return to headquarters for rest days. In any event, employees shall be entitled to return to their headquarters for a weekend at the end of a two (2) week period at the Employer's expense.

(2) The Employer shall provide either a vehicle or other form of transportation as required in (1) above. The employees shall be compensated for travel time and approved meal costs while travelling.

- (3) When employees on accommodation, board and lodging allowances are required to check out of their place of accommodation or lodging, the Employer shall ensure that a suitable clean and safe place is provided for the storage of employee's luggage.

1.2 Moving of Trailers and Household Effects

It is understood and agreed that it is necessary for some "stationary" employees to move from one assignment to another to carry out their normal duties. In these cases, the regular relocation expenses will not apply, instead, the Employer shall be responsible for arranging and paying for the moving of an employee's single wide mobile trailer or home up to the maximum width allowed on the highway with a permit, and one (1) vehicle, and/or household effects.

1.3 Type of Accommodation

It is agreed and understood that where the Employer supplies lodging using community services whenever possible, the employee will be entitled to single accommodation, and the sharing of a room with other employees will not be required except under unusual circumstances, such as where sufficient accommodation is not available. Where employees are sharing accommodation with persons other than employees entitled to lodging, or where an employee chooses to use accommodation in excess of single accommodation, the employee will be responsible for all lodging costs in excess of the single accommodation rate.

Part 2 - Relocation Expenses

2.1 Policy

- (a) Relocation expenses will apply to employees who have to move from one headquarters or geographic location to another as a result of exercising rights in Article 13.
- (b) Relocation expenses will not apply, but instead the applicable travelling, living and moving expenses provided under Part I of this memorandum will apply to apprentice employees where there is a pre-programmed change in their headquarters or 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 dependants, for the actual travel time, plus accommodation and meals up to seven (7) days at the new location when employees are unable to move into the new accommodation. Such expense allowances will be in accordance with this Agreement.

Meals – Adults, full rate; children twelve (12) and under - one-half (½) rate

Motel/hotel – on production of receipts.

Private lodging at old or new location – current rate.

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

The above allowances will be in accordance with the current rates in this Agreement.

2.3 Living Expenses Upon Relocation at New Location

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

(a) the Employer shall pay an employee not accompanied by dependants at the new location, a living allowance of twelve dollars (\$12) per day up to a maximum of thirty (30) days; or

(b) the Employer shall pay an employee accompanied by dependants at the new location, a living allowance of fifteen dollars and fifty cents (\$15.50) 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 dependants at the new location and the employee is still eligible for payment under this section, the payment shall be as in (b) above. However, the maximum period of payment under (a) and (b) shall not exceed sixty (60) days.

2.4 Moving of Household Effects and Chattels

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

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

(b) comprehensive insurance to adequately protect the employee's household effects and chattels during the move up to a maximum of seventy thousand dollars (\$70,000);

(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 forty (240) kilometres;

(2) six hundred dollars (\$600) for a move which exceeds a distance of two hundred 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

(a) On relocation to areas where permanent housing is not available, an employee who owns a mobile home may opt to have his mobile home moved by the Employer.

(b) 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 seventy thousand dollars (\$70,000);

(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.

(c) Where an employee is living in a mobile home and chooses to move the mobile home to the new headquarters area, the employee shall be entitled to reimbursement for costs covered in (b) above up to a maximum of four thousand dollars (\$4,000) upon production of receipts.

2.6 Moving of Personal Vehicles Upon Relocation

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

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

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

2.7 Incidental Expenses on Relocation

The Employer shall pay to the employee upon relocation only one of the following amounts, to cover incidental expenses on relocation, and once the employee has claimed one allowance no 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 headquarters or geographic location to another, all travelling and living expenses incurred in such a move are the responsibility of the employee.

2.10 Real Estate and Legal Fees

On relocation or within one (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 five hundred dollars (\$4,500) 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 eighty thousand dollars (\$80,000) of the purchase price;
 - one-half (½) of one percent (1%) of any amount of the purchase price above eighty thousand dollars (\$80,000);
 - the total cost to the Employer under part (c) shall not exceed one thousand dollars (\$1,000).
- (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.

**APPENDIX 3
MINIMUM ACCOMMODATION STANDARDS FOR CAMPS**

I. Application

- (a) The following conditions shall apply to camps operated by the Employer provided:
- (1) It is understood that the standards shall apply only to camps established to serve solely as living accommodation for employees.
 - (2) The standards will not apply to relocatable non-permanent structures (i.e. trailer units) which are temporarily moved onto the site of a permanent camp unless same are occupied continuously for more than one (1) year.
 - (3) The standards do not apply in any way to employees who reside at a camp location in their own accommodation.
- (b) It is understood that the Employer may exceed the stated standards/specifications.
- (c) Current camps are specified as: Trout Lake - lodging only.

II. Statutory Requirements

The Employer shall abide by current applicable statutes, codes or concomitant regulations regulating building construction and operation of camp facilities.

III. Residential Room Construction

- (a) Rooms shall be not less than seven point four three (7.43) square metres/80 sq. ft. of floor space.
- (b) The floor shall be covered with a suitable flooring material such as tile, lino or carpet.
- (c) The room including interior walls, shall be properly insulated.
- (d) Closets and storage shelving will be located in such a manner to provide additional soundproofing between the rooms.
- (e) Each room shall be fully enclosed with a solid core door complete with a keyed deadbolt lock.
- (f) There shall be a window in each room fitted with a thermal or storm window and screen, and equipped with lined drapes.
- (g) The Employer shall provide a TV, satellite dish and a VCR for use by camp residents. The Employer agrees to maintain all equipment in good working order.

IV. Residential Room Furnishings and Fixtures

The following furnishings or fixtures shall be supplied to each room:

- (a) a clothes closet with minimum dimensions of four hundred and six (406) mm/16" deep outside dimension, 1828 mm/6' in length and floor to ceiling, complete with hat shelf, clothes hanger rod and shelving, and two (2) sliding doors on track; closet doors to be fitted with hasp and staple;
- (b) a single commercial-type bed of box spring and mattress construction; the bed shall not be less than nineteen hundred (1900) mm by nine hundred and fourteen (914) mm/6'6" x 3'0";
- (c) a table equipped with a drawer;
- (d) a radio shelf;

- (e) a wastebasket;
- (f) a padded chair;
- (g) at least three (3) coat hooks on interior walls;
- (h) a mirror;
- (i) a towel rack, glass and glass holder;
- (j) a ceiling light with a wall switch, a bed light and one (1) duplex receptacle.

V. Bedding

Each new occupant upon his or her arrival shall be supplied with clean bed clothing to include mattress cover, one (1) pillow, two (2) blankets, a bed cover and laundered sheets and pillowcase. Laundered sheets and pillowcase to be provided weekly. No employee shall be permitted to use his own blankets while staying in a bunkhouse.

VI. Room Heating

- (a) The heating system shall be sufficient to ensure that rooms may be heated at a minimum temperature of 20°C (68°F).
- (b) Where BC Hydro service is supplied, individual room thermostats will be installed.

VII. Bunkhouse Construction, Fixture and Furnishings

- (a) Camp facilities shall be designed to provide appropriate separate facilities for men and women.
- (b) Corridors to be enclosed and heated. The floors shall be covered with material to deaden noise (e.g. rubber or carpet).
- (c) Exterior doors shall be weather-proofed and fitted with automatic door closers. All entrances shall be designed so as to protect the door area from weather conditions.
- (d)
 - (1) Washroom facilities shall have mirrors, paper towels and soap dispensers installed and supplied.
 - (2) Each shower unit shall be equipped with a scald-proof shower and shower bench.
 - (3) The shower dressing area floor shall be of slip-proof material consistent with hygienic standards or equipped with duckboard(s).
- (e) A washer, dryer and wash tub shall be supplied for each twenty (20) employees, or part thereof, permanently headquartered at the camp. Notwithstanding the foregoing, where it is expected that more than twenty (20) employees in total will reside at a camp in excess of thirty (30) days continuously, then the above-referenced ratio will apply.
- (f) Where drying facilities are not provided at the worksite [i.e. the maintenance yard], then a heated dry room complete with extraction fan for the purpose of daily drying of outer clothing shall be made available in the living accommodation - the same to be equipped with racks and clothes hanger; the dry room door to be fitted with an automatic door closer.

(g) A recreation space, suitably furnished given size and service, within the camp complex shall contain the following:

- (1) a twenty-six inch (26") colour television;
- (2) a dart board.

(h) Where TV reception is not available, the Employer shall provide a VCR for use by camp residents.

(i) Where public telephone facilities are not readily available for personal use an employee may request use of the Employer's telephone at the employee's expense. Such request shall not be unreasonably denied.

(j) Where radio reception is not available and where the installation of a standard radio antenna would allow for radio reception, then the Employer shall install same.

VIII. Maintenance

The repair of camp facilities and the provision of janitorial services shall be the responsibility of the Employer.

IX. Health and Safety

(a) Employees permanently headquartered at a camp shall receive instruction as to the proper use of fire extinguishers and other fire fighting equipment supplied and shall be made familiar with evacuation procedures. It is understood that the instruction referred to above may occur in conjunction with the maintenance/servicing schedule of extinguishers.

(b) Flammable liquids (e.g. gasoline) and corrosive materials (e.g. sulphuric acid) or similar volatile/dangerous substances shall not be stored in buildings where employees reside. This provision does not apply to common household substances such as bleach, cleaners, etcetera.

X. General

An employee staying at a permanent camp will not be required to share a room with other employees except under unusual circumstances, such as where sufficient accommodation is not available.

XI. Posting

These standards shall be posted in each bunkhouse where employees reside.

XII. Dispute Resolution Procedure

In order that any disputes with respect to camp standards, as defined in this document, are resolved in a timely and efficient manner, the following procedure shall apply. No grievance concerning a dispute with respect to this document under Article 8 of the Collective Agreement may be lodged prior to this procedure being exhausted. Should a grievance be filed prior to this procedure being exhausted, such grievance will be deemed to have been abandoned.

(a) An employee shall inform his supervisor, in writing, of an alleged deficiency at his first opportunity.

(b) The supervisor shall investigate the matter and advise the employee within five (5) days as to the action taken or proposed.

- (c) In the event there remains a dispute after completion of step (b) above, the employee shall inform the General Manager (or designate) who shall report back to the employee within fourteen (14) days with respect to action taken or proposed.
- (d) In the event there remains a dispute after completion of step (c) above, the employee may lodge a grievance, pursuant to Article 8, directly at Step 2.
- (e) The time limits referred to above may be extended by mutual agreement.

**LETTER OF UNDERSTANDING 1
EXCLUDED PERSONNEL**

The Union hereby agrees to exclude the following from the bargaining unit:

General Manager	Mechanical superintendents	Office staff
Division Manager	Road superintendents	Quality assurance manager (inc. trainee[s])
Operations Manager	Technical manager	Bridge superintendent.

**LETTER OF UNDERSTANDING 2
WAR SERVICE AND VACATION ENTITLEMENT**

War Service with the Active Forces of the Crown during any war may be counted in the calculation for vacation leave entitlement after the employee has completed one (1) year's service.

This provision will apply solely to those who served as members of the Commonwealth Forces.

The recognized dates of duration of the following wars are:

World War II – September 2, 1939 to June 30, 1947
Korean Conflict – August 7, 1950 to July 27, 1953.

Discharge certificates must be presented before war service is recognized. It is not necessary that an individual shall have been employed immediately prior to any war nor to have joined the provincial government service immediately following war service. In other words, any war service with HM Forces may be added to his period of service with the Employer for the purpose of computing the required service for the additional vacation privilege.

Service on the high seas [deep sea] during World War II may be credited toward the service requirement for vacation leave purposes. Employees are required to submit certified records of deep-sea time for assessment.

**LETTER OF UNDERSTANDING 3
SUSPENSION OF DRIVER'S LICENCE**

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

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

(a) Where an employee, who is required to hold a valid driver's licence as a condition of employment, has his driver's licence suspended for fifteen (15) months or less:

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

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

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

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

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

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

LETTER OF UNDERSTANDING 4 TRAINING

(a) Training as referred to in Article 19 shall include but not be restricted to defensive driving, air brake certification and refresher, upgrading, wheel changing, oxy-acetylene cutting, plow adjustments and Workplace Hazardous Materials Information System (WHMIS).

(b) The Employer shall ensure there is at least one (1) permanent driver trainer in Golden and one (1) in Revelstoke. The driver trainers shall not receive the fifteen dollars (\$15) per day as referenced in Clause 19.8 but instead shall be paid one hundred dollars (\$100) per month, in addition to their current wage.

**LETTER OF UNDERSTANDING 5
SENIORITY BLOCKS**

Revelstoke: North to back side of Mica Dam Hill; south to Shelter Bay; west to Perry River; east to MacDonald Shed turnaround.

Trout Lake: Gerrard to Albert Point, including roads to Ferguson, Beaton and Galena Bay.

Golden: East to Yoho Park boundary; west to Glacier Park boundary; south to Brisco, including Westside Road to Twin Lakes.

It is agreed that in order to reduce the cost the Employer will close down 50 Mile Camp. Reassigned employees shall start and finish their shifts in the Revelstoke Yard.

Mica Creek Assignments: Assignments to Mica Creek (if necessary) will be offered to employees in the Revelstoke seniority block in order of seniority. Should employee(s) reject the offer the Employer shall assign in reverse order of seniority. Assigned employee(s) will be on full travel status per Appendix 2, Part 1.

**LETTER OF UNDERSTANDING 6
CAMP WELDER OR MECHANIC WORK**

It is agreed that employees in other classifications will not perform the duties of Mechanic or Welder.

**LETTER OF UNDERSTANDING 7
ROAD FOREMAN 3**

Employees performing work at the RF3 level are generally considered non-working foremen, however it is agreed that they may perform the work of lower classifications on an infrequent basis as long as such work is for short periods of time, and does not negatively affect recall, substitution or overtime opportunities (e.g. 5-10 minutes at a time performing tasks which include but are not limited to the following: loading a truck, clearing fuel pumps, weather data collection, etcetera). In addition an RF3 may transport a piece of equipment from one yard to another within the service area.

Notwithstanding the foregoing, and with the understanding that the supervisory functions take precedence, the RF3s at Trout Lake and 50 Mile Camp may, at their own discretion, perform bargaining unit work when their supervisory functions permit.

**LETTER OF UNDERSTANDING 8
VOLUNTARY DEPARTURE PROGRAM**

Core group employees can apply for paid voluntary departure. Upon approval of the departure by the Employer, the employee will accept a paid leave of absence for thirteen (13) weeks (with benefit continuation), followed by an immediate layoff with recall rights only as a temporary employee at the bottom of the temporary seniority list. Once accepted and confirmed in writing by the Employer, the departure is final and binding upon the employee.

**LETTER OF UNDERSTANDING 9
RADIO ROOM OPERATION**

The Union and the Employer agree that the radio room in Revelstoke will be in operation from December 1 to February 28 of each contract year.

**MEMORANDUM OF UNDERSTANDING 1
SUCCESSORSHIP**

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

**MEMORANDUM OF AGREEMENT 1
MODIFIED SUCCESSORSHIP**

The successorship requirements will apply for the next round of tenders for the road and bridge contracts commencing in 2003 and continuing for the full term of round 5 (2013).

WHEREAS the Employer has a highway maintenance contract with the Province of BC to provide road and bridge maintenance services in Service Area 12; and

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

WHEREAS the Union and the Employer seek to clarify the representative obligations of the Union, the Employer, and "*predecessor contractor(s)*" (the previous employer[s] holding the highway maintenance contract for the above service area); therefore the parties agree as follows:

1. The Employer agrees that it is the "*successor employer*", as defined in this memorandum of agreement for the highway maintenance contract where the predecessor contractor, at the time of termination of their contract, had a collective agreement with the Union, or was certified pursuant to Part 3 of the *BC Labour Relations Code* with the Union.
2. As a result of paragraph 1 above, the Employer agrees from the date of entering into this agreement, or such other date as the parties may agree, to be bound by the terms and conditions of the Collective Agreement, except where amended by this memorandum of agreement, that the predecessor contractor had with the Union.
3. Following award of the highways maintenance contract, all bargaining unit employees of the predecessor contractor shall become employees of the Employer. All of the rights of the employees under the Collective Agreement, including seniority and entitlement to benefits, will continue. The employee files of the predecessor contractor will become the employee files of the Employer. Apprenticeship indenture contracts of employees with the predecessor contractor will be assumed by the Employer.
4. Employees on any leaves of absence under the Collective Agreement at the time the Employer takes over a highway maintenance contract will be entitled to remain on leave of absence with the Employer for the time remaining for such leave under the Collective Agreement, subject to any requirements under the Collective Agreement governing the leave.

5. The Employer has no obligation to pay severance pay under the Collective Agreement to any of the employees of the predecessor contractor where entitlement is earned solely due to the termination of the predecessor contractor's maintenance agreement with the Province of BC.

6. The Employer is not liable for any monies or benefits earned but not received by the employees of the predecessor contractors while the employees were employed by the predecessor contractor.

7. The Employer is responsible for all wages and other earnings (including CTO) earned by its employees while employed by the Employer, and if a highways maintenance contract is not renewed, the Employer must pay out all earned wages and benefits to its employees within fifteen (15) days of 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 BC shall be advised of the monetary value of each outstanding grievance. The monetary value should be established by mutual agreement between the Employer and the Union and confirmed in writing by the parties to the Province of BC. Failing mutual agreement on the monetary value of each outstanding grievance, the Arbitrator assigned to arbitrate the outstanding grievance(s) 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 BC.

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

10. None of the employees of the Employer will have any entitlement to severance pay under the Collective Agreement if their employment is terminated as a result of the current highways maintenance contract of the Employer being terminated and a new maintenance contract for the same service area is entered into with a new contractor who is recognized as a successor employer by the Labour Relations Board or through a memorandum of agreement on modified successorship that is consistent with this agreement, and signed by the new Contractor and the Union or the maintenance contract is returned to direct government service. However, the severance pay provisions for Service Areas 2, 3 and 4 shall be governed exclusively by the terms of the Collective Agreement.

11. The Employer may require employees to take as time off, all earned CTO/ETO and lieu day entitlements prior to the expiration date of the 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.

MEMORANDUM OF AGREEMENT 2 TEMPORARY EMPLOYEE HOLIDAY PAY

Notwithstanding Clause 31.8, effective April 6, 2003:

- (1) Temporary employees will be paid a five percent (5%) premium based on their straight-time hours on each paycheque, in lieu of statutory holiday pay.
- (2) The requirement or test as per Clause 31.8(a) is not operative under the current Collective Agreement.
- (3) During "*summer shift*" (April 1 to October 31) any temporary employee who works on a statutory holiday and who has worked at least one hundred and five (105) hours at straight-time rate in the previous thirty (30) days, shall be compensated at the same rate as regular employees in the same situation, as outlined in Article 17. During "*winter shift*" (November 1 to March 31) any temporary employee who works on a statutory holiday and who has worked at least ninety (90) hours at straight-time rate in the previous thirty (30) days, shall be compensated at the same rate as regular employees in the same situation, as outlined in Article 17.
- (4) Temporary employees who work on the designated holiday, but do not meet the conditions of (3) above shall receive straight-time for hours worked on the holiday.

MEMORANDUM OF AGREEMENT 3 CORE GROUP NUMBER ADJUSTMENT

The Employer and the Union agree that the Employer's primary source of business is the contracts it has with the Province of BC to provide road and bridge maintenance and other services. It is acknowledged by both parties that the Province of BC may alter the obligations of the Employer under these contracts and such changes may affect the Employer's operations. Given these understandings and based on the current service area boundaries, the Employer agrees that employees in the core group will not be subject to layoff, unless the Province of BC alters the obligations of the Employer and such change(s) result in the layoff employees.

This will be redundant eight (8) weeks prior to the end of the next maintenance agreement and this memorandum of agreement 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 negotiate 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 Union-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 the arbitration process pursuant to Section 105 of the *Labour Relations Code* for resolution. The Employer may implement the change until a settlement is reached.

MEMORANDUM OF AGREEMENT 4

The Employer will maintain, as part of the Core Group number pursuant to Clause 13.6, the following minimum regular classifications:

Revelstoke Roads

1 RF3
2 MO7
1 SMP
3 MO4

Trout Lake Roads

1 RF2
2 MO4

Golden Roads

1 RF3
2 MO7
1 SMP
3 MO4

Golden Bridge

1 TLB

Revelstoke Bridge

1TSB

Golden Shop

1 TSSM

Revelstoke Shop

1 TSSM

Note: The Golden Shop TSSM designation noted above will be removed from this list at the expiry of this Collective Agreement, unless otherwise negotiated by the Union.