

COLLECTIVE AGREEMENT

between

**YELLOWHEAD ROAD AND BRIDGE
(FORT GEORGE) LTD.
(Contract Area 19)**

and the

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

Effective from October 28, 2006 to October 27, 2011

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DEFINITIONS

For the purpose of this Agreement:

- (1) "*bargaining unit*" - means all employees of Yellowhead Road & Bridge (Fort George), except those employees in positions mutually agreed to between the parties as managerial and/or confidential exclusions.
- (2) "*bargaining unit work*" - means all work including contracting work performed by the Employer and all road and bridge maintenance work required, by the Province of BC to be performed by the Employer in Service Area #19.
- (3) "*basic pay*" - means the rate of pay negotiated by the parties to this Agreement, including add-to-pay resulting from salary protection.
- (4) "*classification*" - any job title in Appendix 1.
- (5) "*classification series*" - as defined in Appendix 1.
- (6) "*day of rest*" - in relation to an employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties of his/her position. This does not include employees on leave of absence.
- (7) "*demotion*" - means a change from an employee's position to one with a lower salary.
- (8) "*emergency*" - means a sudden unexpected, unusual or unforeseen situation or occurrence that requires immediate action be taken.
- (9) "*employee*" - means member of the bargaining unit and includes:
 - (a) "*regular full-time*" - meaning an employee who is employed for work which is of a continuous nature, and who holds a posted position.
 - (b) "*regular part-time*" - meaning an employee who is employed for work which is of a continuous part-time nature and who holds a posted position.
 - (c) "*part-time*" - an employee who works on an as and when required basis and who does not hold a posted position.
 - (d) "*employee*" - does not include students employed for specific student employment programs.
- (10) "*Employer*" - means the current maintenance contractor (Yellowhead Road & Bridge [Fort George]).
- (11) "*field status*" - employees who are normally required to do their work away from their point of assembly and who, on a day-to-day basis, do not work in an office, institution, plant, or other similar fixed location which is their normal point of assembly.
- (12) "*General Manager*" - means the General Manager of Yellowhead Road & Bridge (Fort George).
- (13) "*headquarters or geographic location*" - is that area within a radius of thirty-two (32) kilometres of where an employee ordinarily performs his/her duties.
- (14) "*holiday*" - means the 24-hour period commencing at 0001 hours of a day designated as a paid holiday in this Agreement.
- (15) "*hours of operation*" - are the hours established by the Employer to provide adequate service to the public and to fulfil the functions of the work unit.

- (16) "*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.
- (17) "*lateral transfer*" or "*transfer*" - refers to the movement of an employee from one position to another which does not constitute a demotion or promotion.
- (18) "*layoff*" - includes the cessation of employment, or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, reorganization, program termination, closure or other material change in organization and where, should work become available, employees will be recalled in accordance with Article 13 – Layoff and Recall or Article 30 – Part-Time Employees.
- (19) "*leave of absence with pay*" - means to be absent from duty with permission and with pay.
- (20) "*leave of absence without pay*" - means to be absent from duty with permission but without pay.
- (21) "*merit*" - means the level of education, skills, knowledge and experience required to carry out the duties of any position.
- (22) "*Predecessor Contractor*" - any contractor who previously held the M.O.T.H. contract for the Road and Bridge Maintenance Contract in Area 19.
- (23) "*probation*" - for an employee means the first thirty (30) workdays or two hundred and ten (210) straight-time hours of employment in his/her initial position.
- (24) "*promotion*" - means a change from an employee's position to one with a higher salary.
- (25) "*relocation*" - refers to the movement of an employee from one geographic location to another.
- (26) "*resignation*" - means a voluntary notice by the employee that he/she is terminating his/her service on the date specified.
- (27) "*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.
- (28) "*seasonal field employees*" - are those employees who occupy positions which permit them to be normally domiciled at their permanent headquarters when not working in the field.
- (29) "*seniority block*" - means a defined geographical area in which an employee earns and maintains seniority.
- (30) "*spouse*" - includes husband, wife and common-law-spouse.
- (31) "*standby*" - means a period of time during which employees are required to be available for work and restricts off-duty activity.
- (32) "*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.
- (33) "*technological changes*" - means:
- (a) the introduction by the Employer into its work, undertaking, or business of equipment of a different nature or kind than that previously used by the Employer in that work, undertaking, or business; or
 - (b) a change in the manner, method or procedure in which the Employer carries on its work, undertaking, or business that is directly related to the introduction of that equipment or material, that significantly decreases the number of employees, but does not include normal layoffs resulting from a decrease in the amount of work to be done.

- (34) "*termination*" - is the separation of an employee from Yellowhead Road & Bridge (Fort George) for cause pursuant to Articles 10, 11 and 30.
- (35) "*travel status*" - with respect to an employee means absence of the employee from his/her headquarters or geographic location on Employer's business with the approval of the Employer, but travel status does not apply to employees temporarily assigned to a position outside of their headquarters or geographic location or to field status employees.
- (36) "*umpire*" - means Expedited Arbitration as referenced in Article 9.7;
- (37) "*Union*" - means the B.C. Government and Service Employees' Union.
- (38) "*workday*" - is a period of twenty-four (24) consecutive hours commencing with the starting time of any shift.
- (39) "*work group*" - means 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. Where more than one (1) work group works from a common point of assembly the work groups will be defined by the Employer.
- (40) "*work schedule*" - means the roster of work hours and workdays as outlined in Article 14.

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. The parties to this Agreement share a desire to improve the quality of road and bridge maintenance for the travelling public. Accordingly, they are determined to establish, within the framework provided by law, an effective working relationship at all levels.
- (b) The Employer and employees recognize the benefit to be derived from a work environment free from harassment where the conduct and/or language of all employees meets the acceptable social standard of 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 for the provision so rendered null and void or materially altered.

1.3 Conflict with Policy

In the event that there is a conflict between the contents of this Agreement and any regulation made by the Employer, or on behalf of the Employer, this Agreement shall take precedence over the said regulation. Any new or changed policies will be reviewed by the Joint Labour Management Committee and brought to the attention of the effected employees.

1.4 Singular and Plural

Wherever the singular is used in this Agreement the same shall be construed as meaning the plural if the context requires unless otherwise specifically stated. Similarly, whenever the male pronoun is used it shall be deemed to include the female pronoun or vice versa.

1.5 Harassment

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

(b) If there is an allegation of harassment, the employee will inform the General Manager of the Company, in writing, and request assistance resolving this issue within thirty (30) days of the alleged occurrence. The General Manager or 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 General Manager or designate will discuss the proposed resolution with the employee. The employee shall have the right to have a steward present during these discussions. Harassment does not include action occasioned through the exercise, in good faith, of the Employer's managerial/supervisory rights and responsibilities.

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

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

1.6 Human Rights and Employment Standards Act

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

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.1 Bargaining Unit Defined

(a) The bargaining unit shall comprise all employees in Yellowhead Road & Bridge (Fort George), except those employees in positions mutually agreed to be excluded.

(b) The guidelines to be considered in negotiating exclusions shall be:

(1) position incumbents who exercise the functions of a Manager or Superintendent in the direction and control of employees;

(2) position incumbents employed in a confidential capacity in matters relating to labour relations or personnel;

(3) a sufficient number of position incumbents to represent management in matters relating to labour relations taking into account both operational and geographical considerations;

(4) is employed in a confidential planning or advisory position in the development of management policy for the Employer.

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

(d) The following positions have been mutually agreed to be excluded:

- (1) General Manager;
- (2) Quality Control Manager;
- (3) Executive Secretary;
- (4) Bridge Superintendent;
- (5) Operations Manager;
- (6) Safety & Training Manager;
- (7) Mechanical Superintendent;
- (8) Roads Superintendents.

2.2 Bargaining Agent Recognition

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

2.3 Correspondence

- (a) The Employer agrees that all correspondence between the Employer and the Union related to matters covered by this Agreement shall be sent to the President of the Union or the local staff representative.
- (b) The Employer agrees that a copy of any correspondence between the Employer and any employee in the bargaining unit covered by this Agreement pertaining to the interpretation or application of any Article in this Agreement as it applies to that employee, shall be forwarded to the President of the Union or the local staff representative.

2.4 No Other Agreement

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

2.5 No Discrimination for Union Activity

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

2.6 Recognition and Rights of Stewards

- (a) The Employer recognizes the Union's right to elect/appoint stewards to represent employees. The Employer and the Union will agree on the number of stewards, taking into account both operational and geographic considerations.
- (b) The Union agrees to provide the Employer with a list of the employees elected as stewards for each jurisdictional area.
- (c) A steward, or his/her alternate, shall obtain the permission of his/her immediate Supervisor before leaving his/her work to perform his/her duties as a steward. Leave for this purpose shall be with pay. Such permission shall not be unreasonably withheld. On resuming his/her normal duties, the steward shall notify his/her supervisor.
- (d) The duties of stewards shall include:
 - (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.
- (e) Subject to a recognized lack of other facilities, the Employer will not unreasonably withhold approval to utilize employer assembly rooms for the purpose of the election of a union steward on the employee's time. This Article is subject to the availability of a suitable employee who shall accept responsibility for the care of equipment and facilities in the place of work while the election is being conducted.

2.7 Bulletin Boards

The Employer shall provide bulletin board facilities for the exclusive use of the Union, the sites to be determined by mutual agreement at the point of assembly. The use of such bulletin board facilities shall be restricted to the business affairs of the Union. Only designated union representative to post or remove union material.

2.8 Union Insignia

- (a) A union member shall have the right to wear or display the recognized insignia of the Union. The Union agrees to furnish to the Employer at least one union shop card, for each of the Employer's places of operation covered by this Agreement, to be displayed on the premises. Such card will remain the property of the Union and shall be surrendered upon demand.
- (b) The recognized insignia of the Union shall include the designation "bcgeu". This designation shall, at the employee's option, be placed on stenography typed by a member of the Union. This designation shall be placed below the signatory initials on typewritten correspondence.
- (c) The union insignia shall be displayed in mutually agreeable, prominent positions on all mobile equipment operated by employees covered by this Agreement. The Union shall supply and, wherever necessary, replace such emblems of mutually agreeable size and type.

2.9 Right to Refuse to Cross Picket Lines

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

2.10 Time Off For Union Business

- (a) *Without Pay* - leave of absence without pay and without loss of seniority will be granted:
 - (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
 - (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;
 - (3) for employees who are representatives of the Union on a bargaining committee to attend meetings of the Bargaining Committee;
 - (4) to employees called by the Union to appear as witnesses before an arbitration board, or the Labour Relations Board;
- (b) *With Pay* - leave of absence with basic pay, substitution pay where applicable, and without loss of seniority will be granted to three (3) employees who are representatives of the Union on the Union's Bargaining Committee to carry on negotiations with the Employer.
- (c) To facilitate the administration of this clause when leave without pay is granted, the leave shall be given with basic pay, substitution pay where applicable, and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred. Leave of absence granted under this clause shall include sufficient travel time. The Union shall provide the Employer with reasonable notice prior to the commencement of leave under this clause. It is understood that employees granted leave of absence pursuant to this clause shall receive their current rates of pay while on leave of absence with pay. The Employer agrees that any of the above leaves of absences shall not be unreasonably withheld.

(d) *Chief Stewards* - Leave of Absence with current pay benefits and without loss of seniority will be granted to one (1) Chief Steward for up to a combined maximum total of six (6) days per year, to deal with collective agreement related problems on the worksites, within the contract area. Further leaves will be granted as required as per Article 2.10(a)(2).

2.11 Emergency Services

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

ARTICLE 3 - UNION SECURITY

All employees performing bargaining unit work shall, as a condition of continued employment, become members of the Union and maintain such membership upon completion of two hundred and ten (210) straight-time hours as an employee. For the purpose of the general application of the Agreement, membership is considered retroactive to the date of hire.

ARTICLE 4 - CHECKOFF 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 any employee who is a member of the Union any assessments levied in accordance with the Union 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 as owing in the period for which they are so deducted.

(d) All deductions shall be remitted to the President of the Union no later than twenty-eight (28) days after the date of deduction and the Employer shall also provide the following information with the remittance:

- Social Insurance Number;
- Surname and First Name;
- Job Classification Number and Job Step;
- Gross pay;
- Month-to-Date Dues.

For new hires, the Union will be provided with the name, sex and address in addition to the above.

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

(f) From the date of the signing of this Agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other moneys deducted by the Employer from the pay of the employees in the bargaining unit.

- (g) The Employer shall supply each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1 of the succeeding year.
- (h) An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's wages or salary the amount of the regular dues payable to the Union by a member of the Union.
- (i) The Employer will endeavour to also supply the dues information on computer disk in ASCII format.

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 Checkoff. A new employee shall be advised of the name and location of his/her steward. Whenever the steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce him/her to his/her steward, who will provide the employee with a copy of the Collective Agreement. The Employer agrees that a union steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for fifteen (15) minutes sometime during the first thirty (30) 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'S RIGHTS

6.1 Employer Recognition

- (a) The Union acknowledges that the management and directing of employees in the bargaining unit is retained the Employer, except as this Agreement otherwise specifies.
- (b) Notwithstanding the classifications specifications as contained within the job descriptions section of this Collective Agreement, the Employer has the right to assign work across classifications including bargaining unit supervisors and seniority blocks throughout its entire contract area.
- (c) Management exclusions shall not perform bargaining unit work except in the following circumstances:
 - (1) in an emergency circumstance where bargaining unit personnel are not immediately available and for training and instruction.
- (d) It is not the general policy or practice of the Employer to have Foremen perform work normally done by the Non-Foreman members, except in the case of working level Foremen whose normal duties include such work and in urgent operational requirements.

ARTICLE 7 - EMPLOYER-UNION RELATIONS

7.1 Union and Employer Representation

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

7.2 Union Bargaining Committees

A union bargaining committee shall be elected and consist of three (3) employees. The Union shall have the right at any time to have the assistance of members and the staff of the Union when negotiating with the Employer.

7.3 Union Representatives

- (a) The Employer agrees that access to its premises will be granted to members and the staff of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance. A member of the union staff or elected executive members shall have the right to meet with employees at their workplace, outside the normal work hours.
- (b) Members of union staff shall notify the excluded designated supervisor in advance of their intention and their purpose for entering and shall not interfere with the operation of the Employer.
- (c) In order to facilitate the orderly, as well as the confidential, investigation of grievances, the Employer will make available to union representatives or stewards temporary use of an office or similar facility at a mutually agreeable time.

7.4 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 - GRIEVANCES

8.1 Grievance Procedures

- (a) The Employer and the Union recognize that grievances may arise concerning:
 - (1) differences between the parties respecting the interpretation, application, operation, or any alleged violation of a provision of this Agreement, or arbitral award, including a question as to whether or not a matter is subject to, arbitration; or
 - (2) the dismissal, discipline, or suspension of an employee bound by this Agreement.
- (b) The procedure for resolving a grievance shall be the grievance procedure in this Article.

8.2 Step 1

In the first step of the grievance procedure, every effort shall be made to settle the dispute with the designated local supervisor. The aggrieved employee shall have the right to have his/her steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the union steward, to Step 2 of the grievance procedure. Where the aggrieved employee is a steward, he/she shall not, where possible, act as a steward in respect of his/her own grievance but shall submit the grievance through another steward or union staff representative.

8.3 Time Limits to Present Initial Grievance

An employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner as prescribed in Article 8.4, must do so no later than twenty-one (21) days after the date:

- (a) On which he/she was notified orally or in writing, of the action or circumstances giving rise to the grievance;
- (b) On which he/she first became aware of the action or circumstances giving rise to the grievance.

8.4 Step 2

- (a) Subject to the time limits in Article 8.3, the employee may present a grievance at this level by:
 - (1) recording his/her grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
 - (2) stating the Article or Articles of the Agreement infringed upon or alleged to have been violated, and the remedy or correction required; and
 - (3) transmitting his/her grievance to the designated local supervisor through the union steward.
- (b) The local supervisor shall:
 - (1) forward the grievance to the representative of the Employer authorized to deal with grievances at Step 2; and
 - (2) provide the employee with a receipt stating the date on which the grievance was received.

8.5 Time Limit to Reply at Step 2

- (a) Within fourteen (14) days of receiving the grievance at Step 2, the representative designated by the Employer to handle grievances at Step 2 and the designated union representative shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.
- (b) The representative designated by the Employer to handle grievances at Step 2 shall reply in writing to an employee's grievance within fourteen (14) days of receiving the grievance at Step 2.

8.6 Failure to Act

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. Request 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 the time limits by mutual agreement.

8.7 Time Limits to Submit to Arbitration

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

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

Where Section 87 is used, the twenty-one (21) day requirement to file the grievance at arbitration shall commence from the date of the hearing with the Settlement Officer.

8.8 Administrative Provisions

Grievances and replies at Step 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 when they are registered, sent by facsimile

transmission, or accepted by a courier and received on the day they were delivered or received by facsimile transmission in the appropriate office. Receipt of facsimile transmission must be confirmed by the appropriate office in which they are received.

8.9 Dismissal or Suspension Grievances

- (a) In the case of a dispute arising from an employee's dismissal, the grievance may be filed directly at arbitration, with a copy to the General Manager, within thirty (30) days of the date on which the dismissal occurred, or within thirty (30) days of the employee receiving notice of dismissal.
- (b) In the case of a dispute arising from an employee's suspension, the grievance shall commence at Step 2 of the grievance procedure within thirty (30) days of the date on which the suspension occurred, or within thirty (30) days of the employee receiving notice of suspension.

8.10 Deviation From Grievance Procedure

- (a) The Employer agrees that, after a grievance has been initiated by the Union, the Employer's representatives will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the Union.
- (b) In the event that, after having initiated a grievance through the grievance procedure, an employee endeavour to pursue the same grievance through any other channel, then the Union agrees that, pursuant to this Article, the grievance shall be considered to have been abandoned.

8.11 Policy Grievance

Where either party to this Agreement disputes the general application, interpretation, or alleged violation of an article of this Agreement the dispute shall be discussed initially with the General Manager or the Union, as the case may be, within sixty (60) days of first becoming aware of the occurrence. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration set out in Article 9.

8.12 Technical Objections to Grievances

It is the intent of both parties to this Agreement that no grievance shall be defeated merely because of a technical error other than time limitation in processing the grievance through the grievance procedure. To this end an arbitration board shall have the power to allow all necessary amendment to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

8.13 Effective Date of Settlements

Settlements reached at any step of the grievance procedure in this Article, other than Article 8.11, shall be applied retroactively to the date of the occurrence of the action or situation which gave rise to the grievance, but not prior to the effective date of the Agreement in effect at the time of the occurrence or the date set by a board of arbitration.

8.14 Amending Time Limits

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

ARTICLE 9 - ARBITRATION

9.1 Notification

- (a) Where a difference arising between the parties relating to the interpretation, application, or administration of this Agreement including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties

shall, after exhausting the grievance procedure in Article 8, submit the difference or allegation to arbitration within twenty one (21) days.

(b) A submission of such a difference or allegation to arbitration shall be by registered mail to the General Manager.

(c) Where the matter is a dismissal grievance, the parties to this Agreement shall set a date for the hearing to be held no later than eight (8) weeks from the date that such a hearing is requested.

9.2 Assignment of a Single Arbitrator

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

Guy Beaulieu
Ron Keras
Judi Korbin
Vince Ready

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

9.3 Board Procedure

(a) The Arbitrator may determine his/her own procedure in accordance with the relevant legislation and shall give full opportunity to all parties to present evidence and make representations. It shall hear and determine the difference or allegation and shall render a decision within thirty (30) days of the conclusion of the hearing.

(b) Any single arbitrator must, as a condition precedent to his/her engagement and remuneration, execute a contract in the form set out in Appendix 3 to this Agreement.

9.4 Decision of the Board

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.

9.5 Expenses of Arbitrator

Each party shall pay one-half (½) of the fees and expenses of the Arbitrator.

9.6 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.

9.7 Expedited (Consensual Mediation/Arbitration)

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

(1) policy grievances;

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

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

(b) Subject to Clause (a) above, the parties shall mutually agree upon single arbitrators who shall be appointed to hear and resolve groups of grievances. The arbitrators shall be selected from the following list:

Guy Beaulieu
Ron Keras
Judi Korbin
Vince Ready

(c) The Arbitrator shall hear the grievances and shall render a decision within two (2) working days of such hearings. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey a decision.

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

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

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

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

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 Dismissal

The General Manager may dismiss any employee for just cause. Notice of dismissal shall be in writing and shall set forth the reasons for dismissal.

10.3 Suspension

The General Manager, or any official specifically authorized by the General Manager may suspend an employee for just cause. Notice of suspension shall be in writing and shall set forth the reasons for the suspension.

10.4 Dismissal and Suspension Grievance

All dismissals and suspensions may be subject to formal grievance procedure under Article 8. A copy of the written notice of dismissal or suspension shall be forwarded to the President of the Union or the local staff representative within five (5) days of the action being taken.

10.5 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 any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record. Upon the employee's request any such document, other than formal employee appraisals, shall be removed from the employee's file after the expiration of eighteen (18) months from the date it was issued provided there has not been a further infraction. 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.

10.6 Personnel File

An employee, or the President of the Union or his/her designate with the written authority of the employee, shall be entitled to review the employee's personnel files(s), both paper and, if applicable, electronic, in the office in which the file is normally kept, in order to facilitate the investigation of a grievance. The employee or the President, as the case may be, shall give the Employer adequate notice prior to having access to such file(s).

10.7 Right to Have Steward Present

(a) An employee shall have the right to have his/her steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact his/her steward, providing that this does not result in an undue delay of the appropriate action being taken. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

(b) A steward shall have the right to consult with a staff representative of the Union and to have a local union representative present at any discussion with supervisory personnel which the steward believes might be the basis of disciplinary action against the steward providing that this does not result in an undue delay of the appropriate action being taken.

10.8 Rejection During Probation

A Manager/Supervisor may reject any probationary employee for just cause. Notwithstanding that the probationary period is a trial period, any rejection must be based on factors that could reasonably be expected to affect work performance. When an employee feels he has been aggrieved by the decision of the Employer to reject the employee during the probation period, the employee may submit the matter to arbitration in accordance with Articles 8 or 9 within thirty (30) days.

10.9 Abandonment of Position

An employee who fails to report for duty for four (4) consecutive workdays without informing the Employer of the reason for his/her absence will be presumed to have abandoned his/her position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not having informed the Employer.

ARTICLE 11 - SENIORITY

11.1 Seniority Defined

(a) Service seniority for full-time employees shall be defined as the length of service with the Employer, and shall include unbroken service seniority, as a regular, accrued with the Public Service of

BC prior to privatization, plus all service seniority accrued with previous maintenance contractors in Contract Area 19. Seniority shall be maintained and accrued except as specified in Article 11.3 (below).

(b) Service seniority for part-time employees shall be defined as the total number of straight-time hours worked with unbroken service with the Employer plus all accumulated straight-time hours of unbroken service accrued with the Public Service of BC prior to privatization plus all accumulated straight-time hours accrued with previous maintenance contractors in Contract Area 19. Service seniority for part-time employees shall be prorated on the basis of one year service seniority for every eighteen hundred and twenty-seven (1827) hours worked. Seniority shall be maintained and accrued except as specified in Article 30.4.

(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.

(d) An employee shall retain his/her seniority if moved, pursuant to the provisions of this Collective Agreement, from one seniority block or classification series to another.

11.2 Seniority List

(a) A current service seniority list for employees as of December 31st will be provided by the Employer to the President of the Union or the local staff representative on or before March 31st of the following year.

(b) In addition, should the Employer fail to maintain or extend the current maintenance contract with the Province of British Columbia, seniority lists shall be issued on the first day of the month preceding the expiry of the maintenance contract.

11.3 Loss of Seniority for a Full-Time Employee

A full-time employee shall lose his/her seniority in the event that:

- (a) he/she is discharged for cause;
- (b) he/she resigns or abandons his/her position;
- (c) accepts a position with the Employer which is outside the bargaining unit, except for temporary/trial appointments for less than forty-five (45) working days. This period may be extended by mutual agreement between the parties. During this period an employee will continue to pay union dues at his/her old rate and remain a member of the bargaining unit;
- (d) accepts a severance payment in accordance with Article 13;
- (e) he/she is on lay off for more than one (1) year.

11.4 Re-Employment

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

11.5 Bridging of Service

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

- (a) The employee must have been a full-time employee with at least three (3) years service seniority at time of termination,
- (b) The resignation must indicate the reason for termination.
- (c) The break in service shall be for no longer than six (6) years; and during that time the employee must not have been engaged in remunerative employment for more than six (6) months excepting employment with this Employer.
- (d) The previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

ARTICLE 12 - PROMOTIONS, VACANCIES AND JOB POSTINGS

12.1 Union Observer

The President of the Union or his/her designate may sit as an observer on a selection panel for posted positions in the bargaining unit. The observer shall be a disinterested party. This clause shall not apply to excluded positions. The observer must provide notice that he/she intends to be present at the interview.

12.2 Notification

Unsuccessful in-service applicants to posted positions will be notified, in writing, within fourteen (14) days of the decision of the name and classification of the successful applicant. A copy of the appointment letter shall be forwarded to the local union area office.

12.3 Appeal Procedure

- (a) An unsuccessful candidate may request a written explanation from the panel chairperson of the reasons why he/she was unsuccessful. Where no requests have been received within seven (7) days of notification of the successful applicant, the appointment can be confirmed.
- (b) An appeal must be processed through the Union and be filed with the General Manager within five (5) days of receipt of an explanation. No permanent transfers or placements will be made until the appeal has been adjudicated.
- (c) If the employee is not satisfied with the decision of the General Manager, he/she may file a grievance as provided for in Articles 8 and 9 of this Agreement.

12.4 Relocation

It is understood by the parties that, as a general policy, employees shall not be required to relocate from one geographic location to another against their will. However, the Employer and the Union recognize that in certain cases relocations may be in the interest of Yellowhead Road & Bridge (Fort George) and/or the employee. In such cases, an employee will be fully advised of the reason for his/her relocation.

Should a full-time employee choose not to relocate, the employee may elect:

- (a) to grieve the reasonableness of the transfer;
- (b) vacancy selection;
- (c) severance pay.

12.5 Transfers Without Postings

Lateral transfers or voluntary demotions may be granted, without posting for the following reasons, prior to such transfers discussions will be held with the Joint Labour/Management Committee:

- (a) compassionate or medical grounds to full-time employees who have completed their probationary period;

- (b) all employees who have become unable to perform their regular duties due to industrial injury or industrial illness;
- (c) handicapped or ill family members who require attention that is unavailable in the immediate area.

12.6 Interview Expenses

An in-service applicant for a posted position who is not on leave of absence without pay and who has been called for a panel interview shall be granted leave of absence with basic pay, and substitution pay where applicable, and shall have his/her authorized expenses paid. An employee granted leave under this Article shall notify his/her supervisor as soon as he/she is notified of his/her requirement to appear for an interview.

12.7 Postings

The Employer and the Union agree that the Employer will not have to fill regular vacancies until such time as the complement of Regular employees reaches 38; once that number is achieved, then:

- (a) The Employer shall fill regular vacancies in each seniority block, created as a result of a regular employee's resignation, death, retirement, promotion, transfer or dismissal. Temporary vacancies will be filled pursuant to Article 12.9. The Employer agrees to fill the vacancy or new position within twenty-one (21) calendar days. This clause does not preclude lay off of full-time employees as provided for in Article 13.1(a).
- (b) Absence on LTD or WCB will be considered a regular vacancy pursuant to (a) above, on the date the employee is determined to be permanently disabled from his/her own occupation. The filling of such vacancies is solely at the discretion of the Employer.
- (c) Notices shall be posted on the appropriate bulletin boards at least fourteen (14) days prior to the closing date of the competition.
- (d) Subject to Section 6 of the *Human Rights Act* of British Columbia, all job postings shall be open to both male and female applicants.
- (e) A copy of all position vacant notices regarding positions within the bargaining unit will be sent to the local BCGEU staff representative.
- (f) Where there are no qualified applicants within the company then the Employer is entitled to advertise outside the company.

12.8 Filling of Vacancies

- (a) When a vacancy for a regular position or new position occurs, and is required to be filled pursuant to Article 12.7, the Employer shall award the position to applicants in the following sequence:
 - (1) senior qualified regular in the classification series within the seniority block;
 - (2) senior qualified regular in the classification series in all seniority blocks;
 - (3) senior qualified part-timer in the classification series within the seniority block;
 - (4) senior qualified part-timer in the classification series in all seniority blocks;
 - (5) senior qualified employee out of the classification series in all seniority blocks.
- (b) All selections for Road Foreman I and above and Trade Supervisors and above being made on the basis of ability, skill and qualifications recognizing that, when two (2) or more employees possess relatively equal ability, skill or qualifications, the senior employee will receive the posting.
- (c) Relocation expenses shall only apply in the case of a promotion.

12.9 Filling of Temporary Vacancies (Effective July 12, 2002)

The Employer shall fill vacancies of a temporary nature created as a result of a full-time employee using any provisions of this Collective Agreement (excluding annual vacations) which results in an absence which exceeds sixty (60) calendar days. The filling of such vacancies is solely at the discretion of the Employer.

12.10 Career Development

(a) Both parties recognize the need to provide employees in classifications covered by this Agreement with opportunities to improve their qualifications in order to prepare for promotional advancement; to upgrade their skills required as a result of technological change, new methods and/or new procedures; and to qualify for new positions being planned.

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

12.11 On the Job Operator Training

Operator training will be offered to the most senior employee in the appropriate classification within the seniority block, provided he has applied for training in writing. If no employee is available in the appropriate classification, the most senior employee in the machine operator series within the seniority block will be offered such training provided he has applied for training in writing.

(a) Employees designated for formal "*on-the-job*" operator training shall be so designated in writing by the Employer.

(b) Where employees are designated for formal "*on-the-job*" operator training and where successful attainment of a recognized level of operating proficiency could result in qualification for a higher classification, the employee's progress toward the recognized level of proficiency shall be reviewed by his/her training operator, supervisor and mechanical foreman and a recommendation will be made to the local manager or the appropriate designated authority within forty (40) working days. If the employee has not reached the required level of proficiency, he/she will be recommended for further training or will revert to his/her former position.

(c) An employee may be rejected from the training program for reasonable cause. An employee shall be informed in writing of the reasons for such rejection and such rejection shall be subject to the grievance procedure.

(d) Employees operating equipment at a higher level shall be paid substitution pay in accordance with Article 27.4 unless they are under supervision for formal "*on-the-job*" operator training.

(e) The Employer agrees that, for each piece of equipment rated at a Machine Operator 2 or higher rate within a yard, two (2) members, in addition to incumbents, must be trained to operate. When two (2) members are not trained, training will be initiated. In satellite yards, the number is reduced to one (1) member in addition to incumbent.

(f) Company to supply Joint Labour/Management Committee a list of employee's trained pursuant to (e) above on a semi-annual basis; April 1 and October 1 of each year.

12.12 Training Courses

Candidates for any training program, with the exception of on-the job operator training, will be selected on the basis of merit and service seniority within a work group. In the case of employees who have taken

the same training in the preceding two (2) years, selection will be made on the basis of all other qualified candidates having first exercised their option for such training.

12.13 Time to Participate in Courses

Where workloads permit, employees may be granted reasonable time during the regular workday to complete job-related courses which are approved by the Employer. The parties recognize, however, that the employees who avail themselves of the provisions of this article have a responsibility to devote some of their own time to prepare themselves for examinations and to complete courses.

12.14 Education and Training

Pursuant to Article 20.8 of this Agreement, the Union and the Employer agree that the Joint Education Committee will be established by the Joint Labour/Management Committee which will make recommendations to the Employer on:

- (a) in-service training needs, programmes and training assistance,
- (b) training programs for employees affected by technological change, affected by new methods of operation and/or wishing to improve their qualifications in order to prepare for promotional advancement for new positions being planned.

12.15 Training Assistance

- (a) Employees shall be reimbursed for one hundred percent (100%) of the tuition upon successful completion for job related courses approved by the Employer.
- (b) Termination of employment will nullify any obligation of assistance by the Employer.

12.16 Conferences and Seminars

- (a) Subject to the Employer's approval and where practical, employees may be permitted to attend conferences and seminars of a specialized nature in their respective fields at employer expense. Upon return from such conferences or seminars, the employee may be required to submit a report to the Employer and/or to provide some in-service training.
- (b) An employee who attends a conference, convention, seminar or staff meeting at the request of the Employer, shall be deemed to be on duty and, as required, on travel status.

ARTICLE 13 - LAYOFF AND RECALL

13.1 Layoff and Recall

- (a) Prior to a layoff the Employer shall do a pre-layoff canvass, in order of seniority within the classification within the seniority block, to invite the following:
 - (1) placement into other available positions; or
 - (2) layoff with recall rights.
- (b) Layoff of full-time employees shall be in reverse order of service seniority within a classification and within seniority blocks. Notice of layoff shall be in writing twenty (20) workdays prior to the effective date. Copies of such notification will be forwarded to the Union. If the employee has not had the opportunity to work twenty (20) full days after notice of layoff, he/she shall be paid in lieu of work for that part of the twenty (20) days during which work was not made available. Where the employee's position is relocated he/she shall be offered the position in the new location. An employee may decline such an offer, and Article 13.1(b) shall apply.

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

- (1) opt to be placed on a recall list for a period of one (1) year for the purposes of being recalled with in the specific contract area provided the employee has the necessary qualifications to perform the job. If this option is selected, no severance pay will be paid while the employee is on the recall list. Relocation expenses shall be paid by the employee;
- (2) bump a junior employee in a lower classification in the same classification series within the seniority block. In doing so, he must have the necessary qualifications to perform the job;
- (3) fill a vacancy in another seniority block in the same classification series within the specific contract area provided the employee has the necessary qualifications to perform the job. Relocation expenses shall be paid by the employee;

(d) Full-time employees hired prior to July 30, 2002, and accepting layoff under this Article shall be entitled to resign with severance pay based upon years of service as follows:

- (1) three (3) weeks pay at current wages for each year of service with the government and/or previous Maintenance Contractor;
- (2) one (1) weeks current wages for each year of service with Yellowhead Road & Bridge (Fort George);
- (3) a full-time employee will not receive an amount greater than six (6) months current salary.

Full time employees hired on or after July 30, 2002 will be entitled to severance in accordance with the *Employment Standards Act*.

(e) An employee who bumps in accordance with (c)(2), or fills a vacancy as per (c)(3), will not have their salary reduced, however, the employee will receive no salary increases until the salary of the employee's new classification equals or exceeds the salary which the employee is receiving.

(f) Notice in lieu of severance at the end of Ministry of Transportation Round V Maintenance Contract is acceptable.

13.2 Early Retirement

A full-time employee who is age 55 or older and has completed ten (10) years of pensionable service as of the effective date of layoff, and who has opted for and is entitled to severance pay pursuant to this article shall, upon application, be entitled to matched pension contributions made by the Employer covering the period of the severance pay compensation. Benefits under this provision shall not exceed the time that would be required to reach age 65.

13.3 Point of Assembly

(a) Every employee will be assigned a regular point of assembly within his/her seniority block. A regular point of assembly is the location where the employee daily reports for work and will be an established point such as a yard, maintenance depot or office. The seniority blocks shall be the following:

- (1) Prince George, including Chief Lake;
- (2) Aleza Lake;
- (3) Slim Creek, including Purden Lake;
- (4) Bear Lake;
- (5) Tudyah Lake (winter shift only).

Geographical boundaries for specific seniority blocks will be worked out at a joint Labour/Management Meeting. If unresolved after ninety (90) days the matter will be referred to mediation/arbitration under Section 105 of the *Code*.

- (b) Employees working away from their regular point of assembly shall be paid for all hours worked and time travelling to the worksites and returning.
- (c) Points of assembly can only be changed with mutual agreement.
- (d) When an employee is assigned to a work location so far removed from his headquarters or point of assembly that it is impractical for him to be returned to his regular point of assembly at the end of each workday, he shall be assigned a temporary field point of assembly and will be provided with accommodation, board and lodging allowance. A temporary field point of assembly will not be assigned or changed without prior notification of seventy-two (72) hours except in the case of an emergency or by mutual agreement at the local level. The seventy-two (72) hours notice shall be waived for employees called from layoff status.
- (e) Where an employee works away from his regular or temporary field point of assembly as the case may be he will, at the Employer's option, either travel on the Employer's time or be paid for hours travelled at the overtime rates.

13.4 Work Group

- (a) Where more than one (1) work group works out of a common point of assembly, each work group shall be considered completely independent for the following purposes:
 - (1) rotation of shifts;
 - (2) allocation of overtime.
- (b) Where the Employer proposes a change in work groups the matter shall be subject to agreement between the parties.

ARTICLE 14 - HOURS OF WORK

14.1 Hours of Work

The hours of work shall be a minimum of seven and one-half (7½) hours in a day, with an average of thirty-seven and one-half (37½) hours a week and may be scheduled as per Article 14.9 by mutual agreement.

NOTE: It is agreed that road crew winter shift patterns will remain unchanged, but the shift length will be ten (10) hours and forty-three (43) minutes in Prince George, and eight (8) hours in outlying areas.

It is further proposed that, as a "*Final Offer*" (as of September 2, 2007, 6:00 p.m.), in combination with the above proposals and subject to the Bargaining Committee putting this entire proposal to a ratification vote, that the Hours of Work (Article 14.1) be increased as follows:

- (a) Mechanical, Body Shop, and Stockroom personnel: forty (40) hours per week year-around;
- (b) Road Crew: forty (40) hours per week for periods of summer shift only; thirty-seven and one-half (37.5) hours per week for winter shift; and
- (c) Bridge Crew and office staff: thirty-seven and one-half (37.5) hours per week year round.

14.2 Work Schedules

- (a) This Agreement shall establish shift patterns, length of scheduled workdays and, where appropriate, averaging periods to meet the hours of work.

- (b) The Employer shall determine, when various services are provided (hours of operation), the classifications of positions and the numbers of employees required to provide the services.
- (c) The Employer's designate and the employee's representative at the local level will establish seasonal work schedules based upon the shift patterns and hours of work clauses in this Agreement and the provisions of this Article including the following:
- (1) if either party wishes a change to existing seasonal work schedules it shall provide the other party with the earliest possible advance notice in writing;
 - (2) if a change is requested only at the local level, the notice shall be given to the appropriate union steward or designated employer representative. If a change is requested which involves more than one (1) worksite, notice shall be given to the President of the Union or General Manager;
 - (3) the parties shall have fourteen (14) days, from the date notice is given to reach agreement on seasonal work schedules;
 - (4) if the parties are unable to reach agreement within fourteen (14) days either party may refer the matter to an umpire, pursuant to Article 8, and the terms of reference within this Article.
- (d) (1) The umpire shall base his/her decision on work schedule information in this Agreement and the criteria to be applied in this section. The umpire may consider a work schedule proposed by either party.
- (2) The party requesting a change from what has been previously agreed to shall bear the onus for justifying the change.
- (3) In coming to a decision, the umpire shall abide by the following rules:
- (i) the decision must not be retroactive;
 - (ii) the hours of work schedule awarded shall not contain scheduled overtime;
 - (iii) the decision must not interpret this Agreement except for the provisions of 14.2(d)(3) and 14.2(e);
 - (iv) the decision must accord with the agreed upon terms of reference as noted in this Agreement.
- (e) The parties recognize that in reaching mutual agreement on seasonal work schedules, or where the umpire is recommending a schedule in accordance with the provisions of this Article the following will also apply:
- (1) work schedules shall meet the hours of operation and shall consider unusual or reasonable demands and functionally linked work groups within and without the bargaining unit;
 - (2) seasonal work schedule changes, within existing hours of operation, must not result in increased cost to the Employer and where possible shall result in decreased cost to the Employer and/or improved efficiency and/or improved service to the public. The onus of proof shall be on the Employer to prove decreased cost;
 - (3) consideration shall also be given to employee preferences, fairness and equity.
- (f) (1) In the event there is a dispute between the parties at the local level, the Employer may implement, on an interim basis, a new or changed seasonal work schedule by giving fourteen (14) days notice, providing the length of workday is not increased beyond nine (9) hours and providing the change is necessary because of an introduction of a new program or a change to the

hours of operation. However, under extenuating circumstances the fourteen (14) days notice may be concurrent with the period of notice in (c)(3) above.

(2) Where the proposed change is within existing hours of operation, no change shall be made without mutual agreement or until an umpire's recommendation to the Joint Labour/Management Committee.

14.3 Conversion of Hours

(a) *Lieu Days* - where an employee is granted a lieu day pursuant to Article 17.3, the time off granted will be according to their regularly scheduled shift.

(b) *Vacation* - where an employee is granted vacation pursuant to Article 18.1, the annual vacation entitlement shall be converted to hours on the basis of a seven (7) hour day and vacation taken shall be deducted in accordance with the actual hours of the employee's daily shift in effect at the time the vacation is taken.

(c) *Designated Paid Holidays* - where an employee is granted a designated paid holiday pursuant to Article 17, the time off granted will be in accordance with their regularly scheduled shift at the time.

14.4 Rest Periods

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

14.5 Meal Periods

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

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

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

14.6 Standby Provisions

(a) Where full-time employees are required to standby to be called for duty under conditions which restrict their normal off-duty activities, they shall be compensated at straight-time in the proportion of one (1) hour accumulated time for each three (3) hours standing by , with a minimum of three (3) hours accumulated time for each standby period. An employee designated for standby shall be immediately available for duty during the period of standby at a known telephone number. No standby payment shall be made if an employee is unable to be contacted or to report for duty when required. The provisions of this clause do not apply to part-time employees who are not assigned a regular work schedule and who are normally required to work whenever called.

- (b) Employees will be advised by their supervisor in advance when they are designated to be on standby.
- (c) Time accumulated under this article will not be considered part of the annual hours when it is accumulated, nor will it be considered part of the annual hours when it is taken off. Time off will be arranged by mutual agreement.
- (d) Employees required to stand by shall be assigned standby on an equitable basis considering the qualifications of employees required.

14.7 Deferment of Rest Days

By mutual agreement at the local level and subject to operational requirements, rest days may be banked to enable extended periods for return to headquarters.

14.8 Clean-Up Time

- (a) Where necessary, employees shall be allowed reasonable time during the workday for personal clean-up purposes.
- (b) If the need for clean-up is unexpected it is the employee's responsibility to request approval for clean-up prior to the end of his/her scheduled workday. However, the Employer may decide whether clean-up in this case is to be done during the workday or on overtime.

14.9 Table of Recognized Workday Lengths and Shift Patterns

(a)

Length of Scheduled Workday (hrs)	Shift Pattern	Number of Stat Holidays Shut Down	Average Hours Per Week
7.0 hrs. 30 min	5:2	11	37.5
8 hrs	2:1	11	37.5
8 hrs 2 min	5:2, 5:2, 4:3	11	37.5
8 hrs 34 min	5:2, 5:2, 4:3	11	40.0
8 hrs	5:2	11	40.0
8 hrs 20 min	5:2; 4:3	11	37.5
9 hrs 23 min	4:3	11	37.5
3 @ 9.5 hrs 1 @ 9 hrs	4:3	11	37.5
10 hrs 43 min	1:1	11	37.5
10 hrs	4:3	11	40.0

Note: The shift pattern 2:1 or variations shall not be used for winter shift on the road crew in the Prince George seniority block.

- (b) There shall be no more than three (3) scheduled changes per year and there shall be two (2) six (6) month averaging periods per year, Nov. 1 to April 30 and May 1 to Oct. 31.

14.10 Employees Working Away From Their Point of Assembly

Except by mutual agreement, employees who are working away from their regular or temporary field point of assembly and who return on a daily basis to their regular or temporary field point of assembly shall be compensated for all hours worked and hours travelled from their regular or temporary field point of assembly to worksite and return.

14.11 Scheduling of Earned Time Off

- (a) ETO time as per Article 14.9.
- (b) Earned time off shall be scheduled by mutual agreement subject to operational requirements. Scheduled ETO will not subsequently be changed except by mutual agreement.
- (c) Where employees are not able to take their earned time off as scheduled due to operational requirements, then there shall be a cash adjustment at the end of the averaging periods indicated using time and one-half (1½x) as the premium rate.
- (d) Where employees choose to carry earned time off forward for addition to vacation period, then the extra time worked in the period is to be considered as a straight-time credit to be carried forward.

ARTICLE 15 - SHIFT WORK**15.1 Definition of Shifts and Shift Premiums****(a) Identification of Shifts**

- (1) *Day Shift* - all hours worked on any shift which starts between 5:00 a.m. and 11:59 a.m. inclusive;
- (2) *Afternoon Shift* - all hours worked on any shift which starts between 12:00 p.m. and 7:59 p.m. inclusive;
- (3) *Night Shift* - all hours worked on any shift which starts between 8:00 p.m. and 4:59 a.m. inclusive;

(b) Shift Premium

Effective Date of Ratification:

- \$1.15 per hour (afternoon shift)
- \$1.25 per hour (night shift)

Effective October 28, 2010:

- \$1.30 per hour (afternoon shift)
- \$1.40 per hour (night shift)

15.2 Shift Premium Entitlement

- (a) Employees working an afternoon or night shift as identified in Article 15.1(a)(2) and 15.1(a)(3) shall receive a shift premium for all hours worked on the shift.
- (b) Shift premiums will apply to overtime hours worked in conjunction with a shift. An employee who is called out between 8:00 p.m. and 5:00 a.m. shall receive the night shift premium for each hour worked during the callout period up to the commencement of his/her regularly scheduled shift.

15.3 Notice of Work Schedules

Negotiations for seasonal shift schedules for full-time employees should be undertaken at least forty-five (45) days prior to the anticipated commencement date. These shift schedules shall be posted fourteen (14) days in advance of the starting date of a new schedule.

15.4 Exchange of Shifts

- (a) Employees may exchange shifts in writing 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.

(b) Once the employees have exchanged shifts by written notice, the changes become part of the posted shift schedule. Any subsequent changes to the shift become the responsibility of the employee who has accepted the change to ensure that shift is covered.

15.5 Rotation of Shifts

(a) Shift rotation shall be done on an equitable basis among the employees involved within a classification in each work group, except that by mutual agreement, an employee will be permitted to choose more than his/her share of the second or third shift.

(b) Where shift schedule changes result in workdays of the new schedule falling on rest days of the old schedule, then the employee will be provided with 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 for all employees classified at the level of work to be performed; followed by,

(2) service seniority for all employees from other classifications.

(d) Where more than one (1) work group works out of a common point of assembly, each work group shall be considered completely independent for the purpose of rotation of shifts.

15.6 Short Changeover Premium

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

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

15.7 Shift Supervision

All shifts shall have at least one supervisory employee. Where none are scheduled, an employee shall be selected pursuant to Article 27.4. Supervisory for the purpose of this clause includes leadhands and excluded supervisors.

15.8 Copies of Shift Schedules to the Union

Copies of the agreed to shift schedules will be sent to the appropriate union area office.

ARTICLE 16 - OVERTIME

16.1 Definitions

(a) Overtime – means work performed by an employee in excess of his/her regularly scheduled hours of work except as limited by Article 16.9.

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

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

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

16.2 Authorization and Application of Overtime

(a) An employee who is required to work overtime shall be entitled to overtime compensation when:

(1) the overtime worked is authorized in advance by the Employer; and

(2) the employee does not control the duration of the overtime worked.

(b) Notwithstanding the foregoing, the Employer and the Union recognize that the nature of the work carried out by persons in some classifications is such that it may not be possible for the employee to obtain prior authorization for the necessary overtime work. In such cases the employee shall use his/her discretion in working the overtime and the Employer shall be considered to have authorized the overtime in advance. However, the Employer reserves the rights, subject to the grievance procedure, to determine the legitimacy of the overtime claimed.

16.3 Overtime Entitlement

- (a) An employee will be entitled to compensation for authorized overtime in excess of:
- (1) the schedule daily hours; or
 - (2) the agreed averaging period.
- (b) Overtime shall be compensated in thirty (30) minute increments; however, employees shall not be entitled to any compensation for periods of overtime of less than ten (10) minutes per day.

16.4 Recording of Overtime

Employees shall record starting and finishing times for overtime worked in a form determined by the Employer.

16.5 Allocation and Sharing of Overtime

- (a) Overtime work on a callout shall be offered on a rotation basis in order of seniority, considering the availability of qualified employees within each classification series. Such equitable sharing (including part-time employees who are on a shift schedule) shall be by seniority block. Note: Equitable sharing means offering callout-overtime on a rotation basis.
- (b) Where more than one (1) work group works out of a common point of assembly each work group shall be considered completely independent for the purpose of offering of callout-overtime.
- (c) Should a dispute arise concerning the offering of callout-overtime, the Employer agrees that callout-overtime offering records shall be maintained at the local level and that access to such records shall be permitted to the union official in that jurisdiction.

16.6 Overtime Compensation (Effective October 28, 2002)

- (a) Overtime shall be compensated at time and one-half (1½x) for all hours worked.
- (b) An employee who works on a designated holiday shall be considered to have worked overtime and shall receive his/her regular day's pay, and shall receive additional compensation at the rate of time and one-half (1½x) for all hours worked; except for Christmas and New Year's when the additional compensation shall be at the rate of double-time (2x) for all hours worked.
- (c) An employee on travel status who is required to travel on the Employer's business outside his/her regular working hours shall be compensated at overtime rates for all hours travelled. The Employer may determine the means of such travel.
- (d) 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 (refer to Article 14.11). Overtime shall be taken within one (1) year or paid out at the appropriate rate. Employees shall have the ability to cash out all or a portion of their CTO, two (2) times per year – co-incidental with winter/summer shift change.
- (e) The employee shall advise the pay office of his/her election to have either all cash or all compensatory time off on each day. If no election is made, employees will be paid for the time worked.

- (f) The scheduling of compensatory time off will be subject to operational requirements, but will not be unreasonably withheld.
- (g) Accumulated compensatory time off may be paid out in advance of layoffs.
- (h) An employee who works on a scheduled CTO day shall be considered to have worked overtime and shall receive compensation at appropriate overtime rates, with no deduction from CTO credits.

16.7 No Layoff to Compensate for Overtime

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

16.8 Right to Refuse Overtime

All employees shall have the right to refuse to work overtime, except when required to do so in emergency situations or when the refusal would cause a crew to become inoperable, without being subject to disciplinary action for so refusing.

16.9 Overtime for Part-Time Employees

Part-time employees can be called in and do not qualify for overtime until they have exceeded the daily hours of work of a full-time employee or the weekly hours of the recognized averaging period for the crew they are assigned to.

16.10 Rest Interval After Overtime

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

16.11 Callout Provisions

- (a) An employee who is called back to work outside his/her regular working hours shall be compensated for a minimum of three (3) hours at overtime rates.
- (b) Hours worked on a callout prior to a regular shift will be considered as having been worked after the shift when determining overtime entitlement.
- (c) Employees called out for work which does not abut the regular shift shall be compensated for a minimum of three (3) hours at overtime rates.
- (d) Employees called out for work on a day of rest shall be compensated for a minimum of three (3) hours at overtime rates as outlined in Article 16.6(a)(3).

ARTICLE 17 - PAID HOLIDAYS

17.1 Paid Holiday

- (a) The following have been designated as paid holidays:
 - New Year's Day
 - Good Friday
 - Easter Monday
 - Queen's Birthday
 - Canada Day
 - British Columbia Day
 - Labour Day
 - Thanksgiving Day
 - Remembrance Day
 - Christmas Day
 - Boxing Day

(b) Any other holiday proclaimed as a holiday by the federal or provincial governments for the locality in which an employee is working shall also be a paid holiday.

17.2 Holidays Falling on Saturday or Sunday

(a) 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.

(b) Where there is a work dependency between employees covered by this Agreement and other employees, the parties may, by mutual agreement, amend (a) above.

17.3 Holiday Falling on a Day of Rest

(a) When a paid holiday falls on an employee's day of rest, it will be rescheduled to an adjacent workday on the preceding or the succeeding shift.

(b) If an employee is called in to work on the day designated as a lieu day pursuant to (a) above, he/she shall be considered to have worked overtime and shall receive his/her regular days pay, and shall receive additional compensation at the rate of time and one-half for all hours worked.

17.4 Holiday Coinciding With a Day of Vacation

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

17.5 Christmas or New Year's Day Off

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

17.6 Paid Holiday Pay

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

ARTICLE 18 - ANNUAL VACATIONS

18.1 Annual Vacation Entitlement

(a) *Definitions:*

(1) "*Vacation Year*" - for the purpose of this Article a vacation year shall be the calendar year commencing January 1st and ending December 31st.

(2) "*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:

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

**based on the minimum daily hours of work as described in Article 14.1*

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

18.2 Vacation Earning for Partial Years

- (a) (1) During the first partial year of service a new employee will earn vacation at the rate of one and one quarter (1¼) days for each month for which he/she earns ten (10) days pay.
- (2) Subject to Article 18.6, any unused vacation earned during the first partial year will be paid to the employee on the second payday after December 31st.
- (b) During the first and subsequent vacation years an employee will earn one-twelfth (1/12th) 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.
- (c) In the event of a successor, prior to the expiration of the current maintenance contract, the Employer shall endeavour to negotiate with the successor to allow employees to carry forward any outstanding vacation credits for partial years.

18.3 Vacation Scheduling

- (a) With the exception of authorized vacation carryover under Article 18.6, the scheduling and completion of vacations shall be on a calendar year basis.
- (b) The calendar year in which an employee's first anniversary falls shall be the first vacation year. For the purpose of additional leave entitlement, the calendar year in which the second anniversary falls shall be the second vacation year, in which the sixth anniversary falls shall be the sixth vacation year, etc.
- (c) An employee earns but is not entitled to receive vacation leave during the first six (6) months of continuous employment.
- (d) Vacation schedules will be posted by the end of February for that vacation year.
- (e) Employees who do not exercise their seniority rights within thirty (30) 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 March 31st, except for vacation to be carried over as allowed under Article 18.6 of this Agreement.
- (f) The Employer shall make every reasonable effort to contact employees who are absent in order to establish their preference for vacation.

- (g) An employee transferred by the Employer shall maintain his/her vacation period provided that any other employee's vacation period shall not be affected thereby.
- (h) Vacation schedules, once approved by the Employer, shall not be changed, other than in cases of emergency, except by mutual agreement between the employee and the Employer.
- (i) A preference in selection of vacation time shall be determined in each work group on the basis of service seniority by classification with that work group. Where more than one (1) work group works out of a common point of assembly each work group shall be considered completely independent for the purpose of preference in selection of vacation.
- (j) An employee shall be entitled to receive his/her vacation in an unbroken period, except that during July and August no employee will be permitted to exercise first choice seniority for more than three (3) weeks. Employees wishing to split their vacation may exercise service seniority rights in their first choice within each work group. Seniority shall prevail in the choice of the subsequent vacation period, but only after all other first vacation periods have been selected.
- (k) The Employer will endeavour to allow as many full-time employees as possible to take their vacation at any time of the year. A minimum of one (1) employee in each classification may take his/her vacation subject to Article 18.3(i) and (j) of this Agreement and subject to not rendering the crew inoperable. Employees can take annual vacation during the entire calendar year.
- (l) Where vacation relief is required, the Employer shall give full-time employees the opportunity to substitute in order of seniority, subject to being qualified and in accordance with Article 27.4 and shall make every reasonable effort to arrange for staff replacement in the lowest paying category.
- (m) For any road crew, for the period of Winter Shift, the absence of one (1) individual per work group at any time shall not be deemed to render the crew inoperable.

NOTE: For employees utilizing the above provision, the parties at Labour/Management shall determine the date for these vacation periods selection.

18.4 Vacation Pay

- (a) Payment for vacations will be made at an employee's basic pay, except if an employee has been working in a higher paid position than his/her regular position for a majority of his/her regularly scheduled hours in the sixty (60) workdays preceding his/her vacation, in which case he/she shall receive the higher rate.
- (b) Once per calendar year, upon thirty (30) days written notice, a full-time employee shall be entitled to receive, prior to commencement of a vacation, a payroll advance equivalent to the amount of his/her 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.

18.5 Approved Leave of Absence with Pay During Vacation

Where an employee is in receipt of the Short Term Illness and Injury Plan benefits or on leave with pay in accordance with Articles 20.1, 20.5, 20.7 and 20.8 during his/her vacation period, there shall be no deduction from the vacation credits for such leave. The period of vacation so displaced shall be taken at a mutually agreed time. An employee intending to claim displaced vacation leave must advise the Employer and provide necessary documentation within seven (7) days of returning to work.

18.6 Vacation Carryover

- (a) An employee may carry over up to five (5) days vacation leave per vacation year except that such vacation carryover shall not exceed fifteen (15) days at any time. Employees in their first partial year of service, who commenced prior to July 1 of that year, may carry over up to five (5) days vacation leave

into their first vacation year. Except as provided in Article 18.2(a)(2), an employee shall not receive cash in lieu of vacation time except upon termination, resignation or retirement.

(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 as vacation carryover, nor as a seniority choice for the subsequent vacation year.

18.7 Callback from Vacation

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

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

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

18.8 Vacation Leave on Retirement

An employee scheduled to retire and to receive a pension from the BCGEU Pension Fund, or who has reached the mandatory retiring age, shall be granted full vacation entitlement for the final calendar year of service.

18.9 Vacation Credits Upon Death

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

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

Employees shall be entitled to coverage for short-term illness and injury and long-term disability in accordance with agreed upon regulations which will be subject to review and revision during the period of this Agreement by negotiations between the parties and included as Appendix 2.

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/her regular rate of pay, from the date of death to and including the day of the funeral with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed five (5) workdays.

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

(c) In the event of the death of the employee's grandparents, son-in-law, daughter-in-law, brother-in-law, sister-in-law, and stepparents the employee shall be entitled to special leave for one (1) day for the purpose of attending the funeral.

(d) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

20.2 Special Leave

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

- (1) marriage of the employee.....three (3) days;
- (2) attend wedding of the employee's childone (1) day;
- (3) birth or adoption of the employee's child.....one (1) day;
- (4) serious household or domestic emergencyone (1) day;
- (5) moving household furniture and effectsone (1) day;
- (6) attend his/her formal hearing to become a Canadian citizenone (1) day;
- (7) attend funeral as pallbearer or mournerone-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 pay will be only for the workday on which the situation occurs.

(d) For the purpose of determining eligibility for special leave under (a)(5), an employee will qualify if he/she is maintaining a self-contained household and if he/she is changing his/her place of residence which necessitates the moving of household furniture and effects during his/her normal working-hours, and if he/she has not already qualified for special leave under (a)(5) on two (2) occasions within the preceding twelve (12) months.

20.3 Family Illness

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

(b) The Employer may request a report from a qualified medical practitioner when it appears that a pattern of 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 or Secretary-Treasurer of the B.C. Government & Service Employees' Union. The leave shall be for a period of two (2) years and shall be renewed upon request.

20.5 Leave for Court Appearances

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

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

20.6 Leave for Writing Examinations

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

20.7 Leave for Taking Courses

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

20.8 Education Leave

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

20.9 Elections

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

20.10 General Leave

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

20.11 Leave for Medical and Dental Care

(a) Where it is not possible to schedule medical and/or dental appointments outside regularly scheduled working hours, reasonable time off for medical and dental appointments for employees shall be permitted, if the Employer is notified at the time the appointment is made. Where any such absence exceeds two (2) hours, the full-time absence shall be charged to the entitlement described in Article 20.13.

(b) Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their credit described in Article 20.13 the necessary time including travel and treatment time up to a maximum of five (5) days to receive medical and dental care at the nearest medical centre for the employee, his/her 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.

20.12 Definition of Child

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

20.13 Maximum Leave Entitlement

Leaves taken under Article 20.2, 20.3 and 20.11 shall not exceed seventy (70) hours, unless additional special leave is approved by the Employer.

20.14 Emergency Service Leave

Where employee's 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.

20.15 Other Religious Observances

- (a) Employees who are members of non-Christian religions are entitled 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.
- (c) Employees granted leave under this provision may utilize or re-schedule CTO or unused vacation or lieu days.

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

- (a) An employee is entitled to maternity leave of up to eighteen (18) weeks without pay.
- (b) An employee shall notify the Employer in writing of the expected date of the termination of her pregnancy. Such notice will be given at least ten (10) weeks prior to the expected date of the termination of the pregnancy.
- (c) The period of maternity leave shall commence six (6) weeks prior to the expected date of the termination of the pregnancy. The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner.

21.2 Parental Leave

- (a) Upon written request an employee shall be entitled to parental leave of up to twenty-six (26) consecutive weeks without pay.
- (b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the twenty-six (26) weeks parental leave between them.
- (c) Such written request pursuant to (a) above must be made at least four (4) weeks prior to the proposed leave commencement date.
- (d) Leave taken under this clause shall commence:
 - (1) in the case of a mother, immediately following the conclusion of leave taken pursuant to Article 21.1 or 21.3, or;
 - (2) in the case of a father, following the birth or adoption of the child and conclude within the fifty-two (52) week period after the birthdate or adoption of the child. Such leave request must be supported by appropriate documentation.

21.3 Adoption Leave

Upon request and with appropriate documentation, an employee is entitled to adoption leave without pay of up to twenty-six (26) weeks following the adoption of a child.

21.4 Extension of Leave

Employees who are entitled to leave pursuant to Article 21.1 and 21.2 or Article 21.3 shall be entitled to an extended leave of up to an additional six (6) months for health reasons where a doctor's certificate is presented. Such written request must be received by the Employer at least four (4) weeks prior to the expiration of leave taken pursuant to Article 21.1, 21.2 or 21.3.

21.5 Benefit Continuation

- (a) For leaves taken pursuant to Article 21.1, 21.2, 21.3 and 21.4 the Employer shall maintain coverage for medical, extended health, dental, group life and long-term disability, and shall pay the Employer's share of these premiums.
- (b) Notwithstanding (a) above, should an employee be deemed to have resigned in accordance with Article 21.6 the Employer will recover monies paid pursuant to this clause.

21.6 Deemed Resignation

An employee shall be deemed to have resigned on the date upon which leave pursuant to Article 21.1, 21.2, 21.3 and 21.4 commenced unless he/she advised the Employer of his/her intent to return to work one (1) month prior to the expiration of the leave pursuant to Article 21, or if he/she does not return to work after having given such advice.

21.7 Entitlements Upon Return to Work

- (a) Notwithstanding Article 18.1(b) and 18.6, vacation entitlements and vacation pay shall continue to accrue while an employee is on leave pursuant to Article 21.1, 21.2 or 21.3 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 Article 18.6.
- (b) An employee who returns to work after the expiration of maternity, parental, adoption or extensions to such leaves shall retain the seniority the employee had accumulated prior to commencing the leave and shall be credited with seniority for the period of time covered by the leave.

- (c) On return from maternity, parental, adoption or extensions to such leaves, an employee shall be placed in the employee's former position or in a position of equal rank and basic pay.
- (d) Employees who are unable to complete the six (6) months return to work required in (a) as a result of proceeding on maternity, parental or adoption leave shall be credited with their earned vacation entitlements and vacation pay providing the employee returns to work for a period of not less than six (6) months following the expiration of the subsequent maternity, parental or adoption leave.

ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY

22.1 Statutory Compliance

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

22.2 Joint Occupational Health and Safety Committee

The parties agree that the intent of this Agreement is to ensure that all employees shall have the maximum possible access to the Occupational Health and Safety Committee structure. To this end, a joint occupational health and safety committee will be established to encompass the entire bargaining unit and will operate as outlined below:

- (a) The Committee shall consist of an equal number of worker representatives and employer representatives, taking into account geographic considerations. This Committee will meet four (4) times yearly, or more often if required.
- (b) The Committee will function in accordance with the Industrial Health and Safety Regulations, and will participate in developing a program to reduce risk of occupational injury and illness. 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.
- (c) The Employer and the Union agree that it is very important and most effective to have all employees involved in Occupational Health and Safety, therefore regular Crew Meetings will be held at the local level monthly. Records of these meetings, including the matters discussed, shall be forwarded to the Joint Committee.
- (d) Employees who are representatives of the Joint Committee shall not suffer any loss of basic pay for time spent attending committee meetings, or in carrying out other duties in accordance with WCB Regulations.
- (e) Committee meetings, training and other committee business shall be scheduled during normal working hours whenever possible. Time spent by committee members attending meetings held on their days of rest or outside their regularly scheduled hours of work shall not be considered time worked, but such committee members shall receive equivalent time off at straight-time.

22.3 Unsafe Work Conditions

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

- (a) a member of the Joint Occupational Health and Safety Committee; or
- (b) a person designated by the Joint Occupational Health and Safety Committee; or
- (c) a safety officer; or

(d) a steward at a worksite where there is no safety committee, after an on-site inspection and following discussion with a representative of the Employer, does not meet the standards established pursuant to the *Workers Compensation Act*.

22.4 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/her shift without deduction from short-term disability leave.

22.5 Transportation of Accident Victims

Transportation to 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.

22.6 Investigation of Accidents

(a) Pursuant to Section 6 of the Workers' Compensation Board Industrial Health and Safety Regulations, all accidents shall be investigated jointly by at least one (1) appointed representative of the BCGEU and one (1) management representative.

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

- (1) Workers' Compensation Board;
- (2) Joint Occupational Health and Safety Committee;
- (3) The General Manager;
- (4) Local BCGEU staff representative.

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 local staff representative, or designate, of the nature and circumstances of the accident and arrange as soon as possible for a joint investigation.

22.7 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. Sufficient copies of the WCB Industrial Health and Safety Regulations as well as the First Aid Regulations made pursuant to the *Workers Compensation Act* shall be maintained at each point of assembly.

(b) Where the Employer requires an employee to perform 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 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:

- (1) Occupational First Aid Certificate, Level 2 - \$30 per biweekly period or \$65 per month
- (2) Occupational First Aid Certificate, Level 3 - \$42 per biweekly period or \$91 per month

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

Where the Employer has an additional requirement for a First Aid Attendant on a temporary basis, then provided the employee acts as the First Aid Attendant for a minimum of twelve (12) workdays in any month, he/she shall receive the full monthly allowance.

- (d) (1) In order to meet the requirements of (a) above, the Employer will designate in order of seniority from among those full-time 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 full-time 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 part-time employee in order of seniority from those holding the appropriate Occupational First Aid Certificate, and/or
 - (ii) include an Occupational First Aid Certificate as a desirable qualification on a posting pursuant to Article 12.7(b).
- (5) Failing (4) above, the Employer may require the most senior full-time employee within the work unit who can meet the requirements of the WCB regulations to undertake Occupational First Aid Training in order to obtain a certificate.

22.8 Unresolved Safety Issues

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

22.9 Video Display Terminals

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

- (a) When a majority of an employee's daily work time requires monitoring such video display terminals, such employees shall have their eyes examined by an ophthalmologist or optometrist of the employee's choice at the nearest community where medical facilities are available prior to initial assignment to VDT equipment and after six (6) months, a further test and annually thereafter if requested. The examination shall be at the Employer's expense where costs are not covered by insurance. Where requested, the Employer shall grant leave of absence with pay.
- (b) (1) Employees who are required to operate VDT's on a continuous basis shall be entitled to two (2) additional ten (10) minute rest breaks per workday to be scheduled by agreement at the local level.
- (2) Employees required to continuously operate VDT's for three and one-half (3½) consecutive hours or longer but less than their full shift shall be reassigned to alternate work

duties for one (1), ten (10) minute period. Where alternate work duties are not available, employees shall receive a ten (10) minute rest break.

- (c) (1) Pregnant employees shall have the option not to continue monitoring video display terminals which use cathode ray tubes.
- (2) When a pregnant employee chooses not to monitor such video display terminals, if other work at the same or lower level is available within the offices within her headquarters area, she shall be reassigned to such work and paid at her regular rate of pay.
- (3) Where work reassignment in (2) above is not available, a full-time employee will be considered to be on leave of absence without pay until she qualifies for maternity leave.
- (d) Where employees are on leave of absence pursuant to (c) above, and opt to maintain coverage for medical, dental, extended health, group life, and long-term disability plans, the Employer will continue to pay the Employer's share of the required premiums.
- (e) The Employer shall ensure that new equipment shall:
 - (1) have adjustable keyboards and screens;
 - (2) meet the most stringent emission standards of the *Federal Radiation Emitting Devices Act* and other standards established by the Federal Health and Welfare, the BC Workers' Compensation Board or the provincial Ministry of Health.

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

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

22.10 Dangerous Goods, Special Wastes, Pesticides and Harmful Substances

- (a) The Employer will abide by the Industrial Health & Safety Regulations of the Workers' Compensation Board.
- (b) Where employees are required to work with or are exposed to any Dangerous Good, Special Waste, Pesticide or Harmful Substance, the Employer shall ensure that the employees are adequately trained in the identification, safe handling, use, storage, and /or disposal of same.

22.11 Radio Contact or Employee Check

- (a) Where employees are required to perform duties in remote isolated areas, they shall be supplied with effective radio or radio telephone communications or have a pre-arranged "*employee check*" made at specified intervals and at specified locations (as per WCB regulations).
- (b) The Employer recognizes the need for coordination with operations on "*radio controlled*" industrial roads and agrees to make such arrangements as are required in particular circumstances to establish a safe working environment as possible when employees are required to use such roads. Such arrangements may include radio equipment with the appropriate frequency where the use of the

frequency has been authorized by the licensed user of that frequency. The Employer agrees to make every reasonable effort to obtain such authorization from the licensed user of that frequency.

22.12 Safety Equipment

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

- (1) hard hats and liners where required;
- (2) safety gloves;
- (3) safety or welding goggles and helmets;
- (4) respirators;
- (5) protective hearing devices.

(b) Replacement 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.

ARTICLE 23 - TECHNOLOGICAL CHANGE

23.1 Recognition of Technological Change

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

23.2 Notice of Technological Change

- (a) For the purpose of technological change, the Employer agrees to provide the Union with as much notice as possible, but in any event not less than sixty (60) days notice of a technological change.
- (b) Upon receipt of a notice of technological change pursuant to 23.2(a) the Joint Labour/Management Committee established under Article 29 shall meet to consult on the impact of the proposed change.
- (c) The written notice identified in 23.2(a) will provide the following information:
 - (1) the nature of the change(s);
 - (2) the anticipated date(s) on which the Employer plans to effect change(s);
 - (3) the location(s) and number(s) of employees likely to be directly affected pursuant to (d) below.
- (d) Where notice of technological change has been given pursuant to Article 23.2(a):
 - (1) Full-time employees who are assigned by the Employer to work with the new technology shall receive a period of training and familiarization. Employees involved in training under this section shall receive their basic pay for the period of training. Where the employee cannot meet job requirement upon completion of the training and familiarization period, the employee shall be offered either a vacancy option, or severance pay provisions of Article 13.
 - (2) To absorb those full-time employees who are not assigned by the Employer to work with the new technology or who are displaced because of such technological change, the Employer will endeavour to utilize normal turnover of employees within the Employer geographic location

in which the change occurs, to the extent that turnover occurs during the period in which a technological change is being implemented.

23.3 Waiving of Notice

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

ARTICLE 24 - CONTRACTING OUT

24.1 No Contracting Out

The Employer agrees that winter road maintenance (and related work) will not be contracted out, while former regular qualified employees with recall rights are laid off or on recall. It is understood that current arrangements at Penny, District of Mackenzie, Purden Ski Hill, Aleza Lake, and the City of Prince George will continue.

24.2 No Layoff of Employees

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

24.3 Part-Time Employee Recall

It will not be deemed to be a violation of Article 24.2 where the Employer contracts out work in accordance with Article 24.1(a) which results in a part-time employee not being recalled for work.

24.4 Contracting In

Nothing in this Agreement prohibits the Employer from contracting with any party. It is agreed that all such work will be bargaining unit work and the Union agrees to meet at the Joint Labour/Management Committee level to discuss temporary modifications to this Agreement that will be beneficial to receiving such additional work.

The Employer and the Union agree to continue to pursue additional contracting in work with a view to improving the economic stability of the business.

24.5 Warranty Work

When warranty work is performed on Yellowhead Road & Bridge worksites, a Yellowhead mechanic will be assigned to work with the warranty mechanic when, in the opinion of the Mechanical Superintendent, Yellowhead's workload will allow.

ARTICLE 25 - HEALTH AND WELFARE

The Employer agrees not to change carriers without first having meaningful discussion with the Union, including the reasons for the change.

25.1 Sick Leave

First day of illness of each occurrence is unpaid; however, the employee may utilize CTO, ETO, or Vacation to cover. However, if hospitalized, the first day of sick leave will be paid.

25.2 Basic Medical Insurance

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

25.3 Extended Health Care Plan

The Employer shall pay the monthly premium for full-time employees and qualifying part-time employees entitled to coverage under an extended health care plan. This Plan will provide equivalent benefits to Group Policy #2880 CU&C.

25.4 Dental Plan

- (a) The Employer shall pay the monthly premium for employees entitled to coverage under a plan which provides:
 - (1) Part A, one hundred percent (100%) coverage;
 - (2) Part B, sixty percent (60%) coverage;
 - (3) Part C, fifty percent (50%) coverage.
- (b) An employee is eligible for orthodontic services under Part C after twelve (12) months participation in the Plan. Orthodontic services are subject to a lifetime maximum payment of three thousand dollars (\$3000) per patient.

25.5 Group Life

- (a) The Employer shall provide a group life plan with benefits equivalent to twice an employee's annual salary, with a minimum of one hundred thousand dollars (\$100,000).

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

- (b) Employees hired shall, as a condition of employment, enrol in the group life plan and shall complete the appropriate payroll deduction authorization forms.
- (c) Accidental Loss of Life, Limb or Sight Indemnity

The Group Life Plan shall include the following provisions for accidental dismemberment:

- (1) for loss of life the principal sum;
- (2) for loss of both hands or both feet the principal sum;
- (3) for loss of sight of both eyes the principal sum;
- (4) for loss of one (1) hand and one (1) foot the principal sum;
- (5) for loss of one (1) hand or foot and sight of one (1) eye..... the principal sum;
- (6) for loss of speech and hearing..... the principal sum;
- (7) for loss of one (1) leg or one (1) arm $\frac{3}{4}$ the principal sum;
- (8) for loss of either hand or foot..... $\frac{2}{3}$ the principal sum;
- (9) for loss of speech or hearing $\frac{2}{3}$ the principal sum;
- (10) for loss of sight of one (1) eye $\frac{2}{3}$ the principal sum;
- (11) for loss of thumb and index finger of the same hand..... $\frac{1}{3}$ the principal sum;
- (12) quadriplegia (total & irreversible paralysis of all 4 limbs) the principal sum;
- (13) paraplegia (total & irreversible paralysis of both lower limbs) the principal sum;
- (14) hemiplegia (total and irreversible paralysis of one arm and one leg on the same side of the body)..... principal sum;
- (15) for loss of the use of both hands or arms principal sum;
- (16) for loss of one (1) arm or one (1) leg $\frac{3}{4}$ the principal sum;
- (17) for loss of one (1) hand or one (1) foot..... $\frac{1}{3}$ the principal sum.

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

25.6 Vision Care

Regular employees, and their dependants, shall be provided with vision care as follows:

three hundred and fifty dollars (\$350) every 24 months; at date of ratification

25.7 Medical Examination

Where the Employer requires an employee to submit to a medical examination or medical interview, it shall be at the Employer's expense and on the Employer's time, other than a medical examination under Appendix 2, Section 1.4.

25.8 Legislative Changes

If the premium paid by the Employer for any employee benefit stipulated in this Agreement is reduced as a result of any legislation or other action by the Government of British Columbia 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.

25.9 Health and Welfare Plans

- (a) Prior to any anticipated change in carriers, the Employer will advise the Union thirty (30) days in advance and a meeting will be convened with the Labour Management Committee to discuss any proposed changes to the benefit carrier.
- (b) A copy of the master contract with the carrier for the extended health care, dental and group life plans shall be sent to the President of the Union and the appropriate BCGEU office.
- (c) The benefit coverage as negotiated will not be changed except by mutual agreement.
- (d) The Employer will develop a pamphlet explaining the highlights of the plans for distribution to employees. The cost of such a pamphlet shall be borne by the Employer.
- (e) Employees who qualify for coverage under Article 25 may continue coverage, except for STIIP and long-term disability, while on layoff. However, they shall pay the full cost of such coverage starting the first day of the month following layoff until the last day of the month prior to the month in which they are recalled.

25.10 Eligibility

Employees shall be eligible for coverage for Health and Welfare Benefits effective the first day of the month following their appointment to regular full-time status or if they qualify under Article 30.10(a).

25.11 Workers' Compensation Benefits

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

Notwithstanding the Memorandum of Agreement re: Modified Successorship, it is agreed and understood that the Employer shall be responsible, in place of the predecessor contractor, for the payment of benefits to which employees of predecessor contractors are entitled to under the Collective Agreement.

25.12 Continuation of Benefits

Employees who are eligible for benefits under Article 25.8 above, shall be entitled to maintain coverage except for weekly indemnity and long-term disability for a maximum period of twelve (12) consecutive months immediately following the month in which an employee loses benefit coverage by prepaying the premium themselves.

25.13 Employee and Family Assistance Program

The Employer agrees to provide an Employee and Family Assistance Program, to a maximum of six thousand dollars (\$6,000), effective date of ratification, which will be a referral service only, and no counselling.

ARTICLE 26 - WORK CLOTHING

26.1 Protective Clothing

- (a) Protective clothing is understood to mean wearing apparel which protects the employee's clothing from excessive dirt, grease, sparks or chemicals.
- (b) The Employer agrees to supply the following protective apparel:
 - (1) Individual issue coveralls to the following:
 - (i) General Tradesman - maximum five (5) pair per week;
 - (ii) Apprentices - five (5) pair per week.
 - (2) Individual issue laboratory coats or counter coats:
 - (i) Mechanic Supervisor - maximum two (2) per week.
 - (3) Individual issue welder's leather jackets and aprons where appropriate.
 - (4) Plant issue rubber boots, aprons, gloves and goggles where appropriate when employees are cleaning or washing machinery or equipment.
 - (5) Plant issue coveralls to operators when they are required to service equipment.
 - (6) Plant issue coveralls to Yardmen when required.
 - (7) Plant issue coveralls to those employees engaged in the operation of Distributor Trucks, engaged in the operation of open highways sweepers and those engaged in sign maintenance, asphalt patching and crack sealing.
 - (8) Disposable coveralls to those employees required to paint or apply substances resistant to cleaning.
- (c) Any individual issue items described above must be worn by the employee on a regular basis or the Employer reserves the right to cancel this issue.
- (d) Where the Employer supplies items listed above, the Employer agrees to bear the cost of approved laundering and repair. It may be necessary in some locations for the Employer to provide the apparel and an allowance in lieu of laundry and repair. In such cases, an allowance of eighteen (18) dollars per month will be provided.

ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES**27.1 Equal Pay**

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

27.2 Paydays

- (a) Employees shall be paid biweekly every second Friday. Part-time employees shall receive their paycheque no later than three (3) weeks after they commence employment.
- (b) A comprehensive statement detailing all payments, allowances and deductions made by the employee, or the Employer, shall be issued for each pay period. All premiums and allowances payable shall be paid out no later than three (3) weeks from the date of earning them.
- (c) The Employer shall deposit the employee's pay in the chartered bank, trust company or credit union of the employee's choice on or before the appropriate payday. Employee participation shall be compulsory.
- (d) When a payday falls on an employee's rest day the Employer shall issue the pay statement on the last shift worked prior to the payday, provided the statement is available.
- (e) Employees working shifts shall receive statements in accordance with the following:
 - (1) *Day Shift* - on the payday;
 - (2) *Afternoon Shift* - coming off the shift prior to the payday;
 - (3) *Night Shift* - coming off the shift the morning of the payday.
- (f) Pay Periods:

Effective date of ratification, any reference to payments for wages on specific dates will mean the payments will commence on the date specified.

27.3 Rate of Pay

- (a) Employees shall be paid in accordance with the rates of pay negotiated by the parties to this Agreement, subject to Article 27.7 and Appendix 1.
- (b) The distribution of paycheques shall be done in such a manner that the details of the paycheque shall be confidential.
- (c) Rates of pay shall be as indicated in Appendix 1.

27.4 Substitution Pay

- (a) When an employee temporarily substitutes in, or performs the principal duties of, a higher-paying position, the employee shall receive the rate for the job. Employees on short-term disability leave, special leave, or any other paid leave of absence will be entitled to the basic rates of pay they received prior to substitution in a higher position.
- (b) Substitution pay is not payable when an employee has not been designated by the Employer to substitute, or where an employee's current position normally requires periodic substitution in the higher position as defined in the functional job description.
- (c) Where the Employer requires an employee to work part days at a higher paying position, for more than one-half (½) hour, he/she shall be paid the higher rate by one-half (½) day increments.

- (d) The application of this clause shall not include training time.
- (e) Substitution to a higher non supervisory level position shall be offered to the most senior available qualified employee in the appropriate classification within that seniority block, subject to the employee's ability to perform the job.
- (f) Appointment to substitute in supervisory level positions shall be made on the basis of merit.
- (g) Where an established supervisory position normally exists, a substitute may be designated in accordance with this Article.
- (h) Where more than one (1) work group works out of a common point of assembly each work group shall be considered completely independent for the purpose of substitution.

27.5 Rate of Pay on Reclassification or Promotion

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

27.6 Pay on Temporary Assignment

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

27.7 Salary Protection and Downward Reclassification of Position

- (a) An employee shall not have his/her salary reduced by reason of:
 - (1) a change in the classification of his/her position; or
 - (2) 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 new classification.

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

27.8 Vehicle Allowance

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

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

27.9 Meal Allowances

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

Meal allowances shall be:

	Date of Ratification	October 28, 2008
Breakfast	\$12.50	\$13.00
Lunch	\$15.00	\$15.50
Dinner	\$25.00	\$26.00

27.10 Abnormal Working Conditions

Premiums rates for abnormal working conditions shall be as follows:

(a) *Dirty Money*

Effective date of ratification, a premium allowance of one dollar (\$1.00) 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. Premium allowance shall apply to actual time while exposed, except that the minimum time shall be one-half (½) hour.

(b) *Welding and Cutting of Galvanized Material*

Effective date of ratification, a premium allowance of one dollar and ten cents (\$1.10) per hour shall be paid in addition to regular rates of pay for employees required to weld or torch cut galvanized material. Premium allowance shall apply to actual time while exposed except that the minimum time shall be one-half (½) hour.

(c) Effective date of ratification, for mechanical repairs performed outside in minus thirty-five degrees Celsius (-35°C) or colder a premium of one dollar and twenty-five cents (\$1.25) per hour will be paid for the time exposed with a minimum of one-half (½) hour.

27.11 Upgrading Qualifications

Where the Employer requires an employee to upgrade his/her skills or qualifications in order to operate or maintain new equipment, the cost of training and normal living and travel expenses as laid down in this Agreement will be borne by the Employer. The Employer shall provide each employee in the Mechanical Series, excluding welders, with training on new or existing diagnostic equipment on an equitable basis.

27.12 Accommodation, Board and Lodging

(a) Accommodation, board and lodging allowances for employees required to work away from their headquarters shall be paid in accordance with Memorandum of Understanding No. 1, Part 1.

(b) Full-time employees who are required to proceed on travel status shall be provided with adequate accommodations and meals. If the Employer is not able to provide this in advance, the employee is entitled to receive an adequate travel advance. The amount of advance will be determined by such factors as time away from headquarters and the frequency of reimbursement.

27.13 Relocation Expenses

Full-time employees who have to move from one geographic location to another after winning a competition, or at the Employer's request, shall be entitled to relocation expenses in accordance with Memorandum of Understanding #1, Part 2.

27.14 Retirement Allowance

(a) Upon retirement from service, an employee who has completed twenty (20) years of continuous service, and who under the provisions of the *Pension (Public Service) Act* or Union Pension Plan is entitled to receive a superannuation allowance on retirement, is entitled to an amount equal to his/her salary for one (1) month, and for each full year of service exceeding twenty (20) years but not exceeding thirty (30) years, is entitled to an additional amount equal to one-fifth (1/5) of his/her monthly salary.

(b) For the purposes of this Article, one months salary is:

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

27.15 Salary Rate Upon Employment

The hiring rate of pay for a new employee shall not be higher than the rate of pay for an existing employee in the same classification with similar work experience, training, and education.

27.16 Telephone Allowance

- (a) Employees on travel status who are required to obtain overnight accommodation shall be entitled to claim for one (1) five (5) minute telephone call home, to or within British Columbia, for every two (2) consecutive nights away.
- (b) Where commercial telephone facilities are not available, employees will be allowed reasonable use of the Employer's facilities only after receiving permission.

27.17 Work Time Records

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

27.18 Training Allowance

Operators who are required by the Employer to provide training to a specific level and to certify to the competency of the employees so trained shall receive a premium of seventy-five cents (75¢) per hour while training. In such cases, the most senior qualified operator with the capability to provide training in the required class of equipment shall be given the opportunity to provide such training.

27.19 Special Certificate Allowance

- (a) Those employees required by the Employer to hold a valid British Columbia Blaster's Certificate which is not required in their job description shall receive monthly compensation as follows:
 - (1) Electrical blasting single series\$25
 - (2) Safety Fuse blasting\$25
 - (3) Combination of (1) and (2)\$25
 - (4) Safety fuse and electrical blasting to rated capacity of blasting machine\$35
 - (5) Electrical blasting for rated capacity of blasting machine\$35
 - (6) Seismic\$45
 - (7) General\$45
- (b) Those employees required by the Employer to hold a valid Stationary Engineer's Certificate which is not required in their job description, shall receive monthly compensation of twenty-five dollars (\$25).
- (c) Those employees required by the Employer to hold a valid British Columbia Certificate shall receive monthly compensation as follows:
 - (1) Propane/Natural Gas Certificate\$20
 - (2) Commercial/Vehicle Inspection Program\$20

27.20 Expenses Within Headquarters Area

An employee in performing his/her duties within his/her headquarters area may claim unusual and/or extraordinary out-of-pocket expenses, subject to approval by the Employer. It is agreed that payment for out-of-pocket expenses is intended to include payment for meals where the situation warrants. It is not the intention to pay meal allowances where the employee can be reasonably expected to provide his/her own meal.

27.21 Income Tax

The Employer agrees to provide employees with their T4 slips no later than February 15th in the following year.

27.22 Winter Isolation Pay

The Employer will provide a bunkhouse trailer suitable for three (3) people at Tudyah Lake.

ARTICLE 28 - CLASSIFICATION AND RECLASSIFICATION**28.1 Classification Specifications**

Classification specifications shall be established by mutual agreement with the Union, as per Appendix 1.

28.2 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.
- (b) If the parties are unable to agree on the rate of pay for the new or substantially altered classification within ten (10) days of their first meeting or such other period as agreed to by the parties, the Employer may implement the classification and attach a salary.
- (c) The Union may then refer the matter within twenty-one (21) days to the special arbitrator agreed by the parties who shall determine the new rate of pay.
- (d) The new rate of pay shall be effective on the date agreed to by the parties or the date set by the Arbitrator but, in any event, not earlier than the date of implementation.

28.3 Classification Specifications

The parties will develop job descriptions for Parts Person 1 and 2, and Bridge Worker 1, 2, and 3 only. The parties will create a new classification, TJ – Autobody Painter, the rate for which shall be thirty cents (30¢) per hour higher than for TJ – Autobody, effective date of ratification. The Painter TJ classification will be removed from Appendix 1.

ARTICLE 29 - JOINT LABOUR/MANAGEMENT COMMITTEE**29.1 Establishment of Joint Committee**

There will be established, a joint labour/management committee composed of members equal in number represented by the Employer and the Union. The size of this Committee shall be three (3) union representatives and three (3) senior employer representatives. This Committee may call upon additional persons for technical information or advice. The Committee may establish sub-committee or ad hoc committees as it deems necessary and shall set guidelines and operating procedures for such committees. Employees appointed to the sub-committees or ad hoc committees of the Joint Committee shall be from the worksite concerned.

29.2 Meetings of Committee

The Joint Committee shall meet at least once every three (3) months or at the call of either party or at a mutually agreeable time and place. Employees shall not suffer any loss of basis pay for time spent on this Committee.

29.3 Chairperson of Committee

An employer representative and a union representative shall alternate in presiding over meetings.

29.4 Responsibilities of Committee

- (a) The Committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this Agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Employer and shall not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions.
- (b) The Committee shall have the power to make recommendations to the Union and the Employer on the following general matters:
 - (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties.
 - (2) correcting conditions causing grievances and misunderstanding.

ARTICLE 30 - PART-TIME EMPLOYEES

30.1 Part-Time Employees

A part-time employee shall receive a letter of appointment clearly stating his/her employment status and expected duration of employment.

30.2 Seniority

- (a) For the purpose of layoff and recall, a part-time employee who has worked in excess of thirty (30) working days shall accumulate service seniority within a seniority block on the basis of:
 - (1) all hours worked at the straight-time rate;
 - (2) designated paid holidays or days off in lieu in accordance with Article 30.7.
- (b) The total hours above shall be converted to a seven (7) hour shift to establish seniority.
- (c) Upon completing thirty (30) working days (7 hour shift), a part-time employee's seniority shall include the accumulated thirty (30) working days.
- (d) Subject to Article 30.4, a part-time employee shall retain his/her seniority if he/she is moved by the Employer from one seniority block or classification series to another.
- (e) Seniority lists shall be maintained at the head office and will be posted at the local level every three (3) months. Copies will be supplied to the Union on request.

30.3 Part-Time Displacement

- (a) Within a seniority block, senior part-time employees may opt to displace junior part-time employees who have been recalled if a senior part-time is unavailable for recall due to the following circumstance(s):
 - (1) absence on a WCB or ICBC claim;
 - (2) maternity/parental leave;
 - (3) absence on bereavement leave;
 - (4) leave to participate in activities of a Reserve Component of the Canadian Armed Forces, or Provincial Emergency Program, or fire or police training seminars;
 - (5) illness; proof of illness may be required if the absence is greater than five (5) days or where it appears a pattern of consistent or frequent absence is developing;

- (6) illness of a dependent child or spouse of an employee, where no one other than the employee can care for the child. Proof of the illness may be required if a pattern of consistent absence is developing;
- (7) union leave per Article 2.10 or 2.11;
- (8) jury duty;
- (9) medical or dental appointments;
- (10) any approved leave of absence without pay.

30.4 Loss of Seniority

A part-time employee will lose his/her seniority when:

- (a) he/she is terminated for just cause;
- (b) he/she voluntarily terminates or abandons his/her position;
- (c) effective date of ratification, he/she is not recalled for a period of nine (9) months; except for part-time employees newly hired after September 1, 2006, who shall lose seniority after six (6) months on layoff from any layoff that occurs during the first twelve (12) months following their original date of hire. Should such an employee be rehired by the Employer after the first anniversary of their original date of hire, they will then be covered by the nine (9) month provision set out above;
- (d) he/she is unavailable for or declines three (3) offers of re-employment in a calendar year.

Part-time employees who are unavailable for the following reasons will not have the decline count as an occurrence:

- (1) absence on WCB claim;
 - (2) maternity/parental leave;
 - (3) absence on bereavement leave without pay;
 - (4) leave to participate in activities of a Reserve Component of the Canadian Armed Forces;
 - (5) illness; proof of illness may be required if the absence is greater than five (5) days or where it appears a pattern of consistent or frequent absence is developing;
 - (6) illness of a dependent child of an employee when no one other than the employee can care for the child. Proof of illness may be required if a pattern of consistent absence is developing;
 - (7) union leave as per Clause 2.11;
 - (8) jury duty;
 - (9) medical or dental appointments;
 - (10) any approved leave of absence without pay.
- (e) A part-time employee who goes off on sick leave, WCB or a work related ICBC claim will be treated as follows:
- (1) sick leave - maximum five (5) days seniority;
 - (2) WCB and ICBC - actual days on such claim.

In no case will seniority accumulate beyond the normal date of layoff.

30.5 Layoff and Recall

- (a) Subject to Memorandum of Understanding No. 4 layoff of part-time employees does not require notice and shall be in reverse order of service seniority by classification within a seniority block. Part-time employees do not qualify for severance pay.
- (b) Part-time employees on layoff shall be recalled on an as and when needed basis in order of service seniority within a seniority block provided that the part-time employee is qualified to carry out the work which is available.
- (c) Part-time employees working a winter shift may be temporarily laid off, for short periods, in reverse order of service seniority, by the winter shift crew, so that scheduled crews can be maintained. Under these circumstances a part-time employee will be recalled by service seniority to the same crew, as required.

30.6 Application of Agreement

- (a) Except as otherwise noted in this Article, the provisions of Articles 13, 17, 18, 19, 20, 21 and 25 do not apply to part-time employees. The provisions of other articles apply to part-time employees, except as otherwise indicated.
- (b) A part-time 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/her ballot.
- (c) Part-time employees shall be entitled to the provisions of Article 20.1 (Bereavement Leave); however, such leave shall be without pay.
- (d) Maternity leave for part-time employees shall be in accordance with the *Employment Standards Act*.

30.7 Designated Paid Holidays - Paid Holidays for Part-time Employees

- (a) A part-time employee shall be compensated for holidays provided he has:
 - (1) worked the day before and the day after the holiday; or
 - (2) worked fifteen (15) of the previous thirty (30) days; or
 - (3) worked at least one hundred and five (105) hours at the straight-time rate in the previous thirty (30) days.
- (b) A part-time who is qualified in (a) above to receive compensation for the holidays and who is required to work on that day, shall be compensated as per Article 16.6(a).

30.8 Annual Vacations (Effective July 30, 2002)

Part-time employees will be entitled to receive vacation pay at the following rates:

MOU #4 Part I employees – 5% of their regular earnings
MOU #4 Part II employees – 4% of their regular earnings

Part-time employees shall receive such earned vacation pay on each paycheque.

30.9 Health and Welfare

In lieu of health and welfare benefits, part-time employees shall receive compensation as follows:

October 28, 2008 eighty cents (80¢) per hour to a maximum of sixty-four (\$64) biweekly
October 28, 2009 ninety cents (90¢) per hour to a maximum of seventy-two (\$72) biweekly
October 28, 2010 one dollar (\$1.00) per hour to a maximum of eighty (\$80) biweekly

30.10 Medical, Dental and Group Insurance (Effective July 30, 2002)

This clause applies only to those part-time employees listed in MOU #4 – Part I and Part II who are as at July 12, 2002 already receiving Health and Welfare benefits under this Article. (Note: Dave Duncan will also be able to receive Health and Welfare Benefits under this article once qualified in accordance with Article 30.10(a)). All other (including new) part-time employees are ineligible to receive Health and Welfare benefits under this clause, but will be eligible for compensation under Article 30.9.

- (a) Part-time employees will be eligible for coverage under Articles 25.1, 25.2, 25.3 and 25.4 after completion of eleven hundred (1100) hours in a calendar year. Such part-time employees receiving benefits under this Article will not receive the benefit of Article 30.9.
- (b) Part-time employee will cease to be entitled to coverage under (a) above when he/she:
 - (1) fails to maintain eleven hundred (1100) hours worked at the straight-time rate within the calendar year following the year in which he qualified under Article 30.10(a);
 - (2) loses his/her seniority in accordance with Article 30.4 (a) (b) (c) and (d).
- (c) Part-time employees qualified under (a) above shall be entitled to maintain coverage under such plans while on layoff by paying the premium themselves starting the month following the month they are laid off.
- (d) When a part-time employee on layoff, who has previously qualified under (a) above and has not ceased to be entitled under (b) above, is recalled, the employee shall immediately be entitled to the benefits under (a) above unless they lose the entitlement as provided for in Clause (b) above.

30.11 Employee Maintenance Benefits

In the event a part-time employee fails to maintain the requisite hours referred to in Article 30.10(b)(1) he shall be given the opportunity to maintain benefit coverage at his expense, for a period of twelve (12) months, provided the carrier will allow such coverage.

ARTICLE 31 - GENERAL CONDITIONS**31.1 Work Tools**

- (a) All tradesman, helpers and apprentices shall furnish and replenish his/her inventory of personal hand tools according to the approved tool list.
- (b) With the exceptions of the above, employees will not be required to supply work tools.
- (c) On February 01 of each year, mechanics, autobody mechanics and mechanic apprentices will receive a four hundred dollars (\$400) tool allowance if they work the previous twelve (12) months. Welders will receive three hundred dollars (\$300).
- (d) *Replacement of Employee's Hand Tools*

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

- (e) 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. Providing the employee supplies to the Employer a list and it is approved.

31.2 Indemnity

- (a) *Civil Action* - except where a joint union-employer committee considers that there has been flagrant or wilful negligence on the part of an employee, the Employer agrees not to seek indemnity against an employee whose actions result in a judgement against the Employer. The Employer agrees to pay any judgement against an employee arising out of the performance of his/her duties. The Employer also agrees to pay any legal costs incurred in the proceedings including those of the employee.
- (b) *Criminal Actions* - where an employee is charged with an offence resulting directly from the proper performance of his/her duties and is subsequently found not guilty, the employee shall be reimbursed for reasonable legal fees.
- (c) At the option of the Employer, the Employer may provide for legal services in the defence of any legal proceedings involving the employee (so long as no conflict of interest arises between the Employer and the employee) or pay the legal fees of counsel chosen by an employee.
- (d) In order that the above provisions shall be binding upon the Employer, the employee shall notify the Employer immediately, in writing, of any incident or course of events which may lead to legal action against him/her, and the intention or knowledge of such possible legal action is evidenced by any of the following circumstances:
- (1) when the employee is first approached by any person or organization notifying him/her of intended legal action against him/her;
 - (2) when the employee himself/herself 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/she might be the object of legal action; or
 - (5) when the employee receives notice of any legal proceeding of any nature or kind.

31.3 Payroll Deductions

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

31.4 Political Activity

- (a) *Municipal and School Board Offices:*
- (1) Employees may seek election to municipal and school board offices, provided that:
 - (i) the duties of the municipal or school board office other than regular council or board meetings do not impinge on normal working hours as an employee;
 - (ii) there is no conflict of interest between the duties of the municipal or school board office and the duties of the employee.
 - (2) Where municipal council or school board meetings are held during the employee's normal working hours, the Employer shall grant leave without pay to attend such meetings.
- (b) *Federal and Provincial Offices:*

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

31.5 Copies of Agreements

(a) The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and his/her 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 shall be borne equally by the parties.

The Employer shall distribute the Collective Agreements to the members at no cost to the Union.

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

COLLECTIVE AGREEMENT
between
YELLOWHEAD ROAD AND BRIDGE
(FORT GEORGE) LTD.
(Contract Area 19)
and the
B.C. GOVERNMENT AND SERVICE
EMPLOYEES' UNION (BCGEU)
Effective from, October 28, 2006 to October 27, 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. Ninety (90) days may be waived in extenuating circumstances.

(e) The Agreement shall be in pocket-size format, approximately 3" x 5".

31.6 Return to Headquarters

(a) 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.

(b) Where the Employer determines that it is not practical for employees to return to headquarters for rest days, then employees will be scheduled to return to headquarters every twenty (20) scheduled working days, and will be given an additional day off with pay with their rest days.

(c) Scheduled return trips to headquarters may be altered due to operational requirements and conditions providing the period is not extended by more than five (5) working days.

31.7 Lockers

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

ARTICLE 32 - APPRENTICES**32.1 Administration and Implementation of Apprenticeship Programs**

(a) The Employer and the Union recognize that Apprenticeship Programs are the normal procedures for obtaining Journeyman qualification. Administration and implementation of Apprenticeship Programs will be administered by the Employer.

(b) An apprentice shall be considered for a regular position upon attainment of his trade journeyman ticket.

32.2 Apprentices Attending School as Required by the BC Ministry of Labour

- (a) When an apprentice is attending school as required by the BC Ministry of Labour, he/she shall be paid his/her appropriate wage rate. Where eligible, the apprentice shall apply for a wage allowance from the Federal Department of Manpower and shall remit this allowance to the Employer.
- (b) The Employer will advise apprentices when they are eligible for a Federal Department of Manpower wage allowance.
- (c) The Employer and Union agree that if the apprentice is required to travel to a training vocational school he/she shall be reimbursed with a per diem as per Memorandum of Understanding No. 1.
- (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.

32.3 Apprentices Attending Special Training as Required by Employer

Where apprentices are required by the Employer to attend specialized training locations, which require them to either relocate or transfer from their headquarters, they shall receive the appropriate allowance described under Articles 27.13 and 27.14 of this Agreement.

32.4 Apprentices Moving Expense

The Employer agrees to pay for authorized moving expenses incurred by apprentices to and from home bases other than 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.

ARTICLE 33 - BCGEU PENSION PLAN**33.1 The Plan**

The Employer agrees to be a contributing Employer to the Pension Fund of the BCGEU Pension Plan.

33.2 Contribution Rates

The Employer's contribution rate to the Pension Fund shall be eight percent (8%) of each regular employee's salary. The Employer will also deduct from each regular employee's salary six percent (6%) and remit that amount together with the Employer's required contribution on behalf of each regular employee to the Pension Fund. Salary, for pension purposes, means in respect of each member employee, the sum of the wages, disability income from Employer or Union sponsored disability plans such as short-term disability, long-term disability, income replacement, weekly indemnity or similar plans, monthly Workers' Compensation benefits, pay for shift differential, overtime pay, service bonuses and vacation pay received in a calendar month; notwithstanding the foregoing, money paid in lieu of vacation shall be specifically excluded in the determination of salary. The Employer's contribution will increase to eight and one-half percent (8½%) and the employee's contribution will increase to six and one-half percent (6½%) effective November 1, 1997 and nine percent (9%) Employer, seven percent (7%) employee on November 1, 1998.

Effective May 24, 2004 the Employer's contribution rate shall be reduced to seven percent (7%).

33.3 Participation

- (a) All employees covered by this Agreement shall participate in the BCGEU Pension Plan; however, part-time employees shall only participate in the plan upon application once their annual earnings

exceed thirty-five percent (35%) of the YMPE in any two (2) consecutive years starting July 1, 1995. Once a part-time employee is in the Plan he/she stays in regardless of future earnings.

(b) The Employer shall review all part-time employee time records twice annually, once on June 1st and once on December 1st. On or before the first pay period in July and the first pay period in January respectively, part-time employees who qualify as stated in (a) above, will be advised by the Employer. This clause does not preclude a part-time employee from inquiring if they qualify.

33.4 Remittance

(a) All Employer and employee required contributions payable in respect of any pay periods ending closest to the end of the calendar month shall be paid no later than ten (10) calendar days after the end of the month in respect of which the contribution is applicable. The remittance shall be made in accordance with statutory regulations contained in Section thirty-seven (37) of the *Pension Benefits Standards Act* (PCBC) 1991.

(b) The Pension Remittance Report submitted by the Employer shall be sent on a computer disc in an Excel spreadsheet or in ASCII format.

33.5 Contributions While Disabled

Where a member becomes disabled and is in receipt of disability income from any Employer sponsored disability benefit program whether such program is insured or not, that member shall have remitted to the Pension Fund by the Employer the same pension contribution as set out in Article 33.2 above. Such amount would be based on the disability benefit received.

33.6 Compliance

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

ARTICLE 34 - TERM OF AGREEMENT

34.1 Duration

This Agreement shall be binding and remain in effect to midnight October 27, 2011.

34.2 Notice to Bargain

(a) This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after August 1, 2011 but in any event not later than midnight, August 31, 2011.

(b) Where no notice is given by either party prior to August 31, 2011 both parties shall be deemed to have given notice under this Article on August 31, 2011, and thereupon Article 34.3 applies.

(c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the General Manager.

34.3 Commencement of Bargaining

Where a party to this Agreement has given notice under Article 34.2, the parties shall, within fourteen (14) days after the notice was given, commence collective bargaining or delay collective bargaining to no later than October 28, 2011.

34.4 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.

34.5 Agreement to Continue in Force

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

34.6 Effective Date of Agreement

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

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

Darryl Walker
President

R.E. Harrison
President

Don Danroth
Bargaining Committee

Ken Rensby
Vice President

Ron Scheck
Bargaining Committee Chair

Kevin Higgins
Director, YRB Corporate Affairs

Grahame Somerville
Bargaining Committee

Lloyd C. Glibbery
Regional Coordinator

Signed this _____ day of _____, 20_____.

MEMORANDUM OF AGREEMENT

- (1) *All items previously agreed between the parties will be incorporated into the renewed Collective Agreement.*
- (2) *Any provision of the expired Collective Agreement not specifically changed or amended by this memorandum shall remain unchanged.*
- (3) *Vince Ready retains the necessary jurisdiction as an Expedited Arbitrator to resolve any matter arising out of the implementation or interpretation of this Memorandum of Agreement.*

The tentative agreement contains the following:

- 1. Current Agreement in effect at time of strike.
- 2. All signed off documents between the parties.
- 3. The Employer’s final offer dated September 2, 2007 (3 pages).
- 4. The return to work agreement, as follows:

Time on strike shall be considered as time worked for the purposes of the following:

- 1) Vacation entitlement credits;
 - 2) Retroactive payments of 3%;
 - 3) Seniority calculation; and
 - 4) All job action shall cease upon ratification of the tentative agreement. There shall be no litigation taken by either party or any discipline taken against any employee as result of matters arising during the labour dispute.
- 5. All employees except those on authorized leave shall report to work at their normal assembly point on September 6, 2007, at their regular start time.
 - 6. It is understood that the labour component of the annual price adjustment (COLA) will follow Schedule 2 of the Ministry of Transportation Maintenance and the Notice of Clarification and Acknowledgement of Agreement dated June 7, 2007. Letter to remain in effect only for the duration of this Collective Agreement.

FOR THE UNION:

Original Signed
September 2, 2007

FOR THE EMPLOYER:

Original Signed
September 2, 2007

APPENDIX 1
WAGE RATES & RATES OF PAY FOR APPRENTICES

Trade Code	Classification	11/06/05 4.040% Increase	10/28/06 3.000% Increase	10/28/07 3.000% Increase	10/28/08 3.000% Minimum Increase*	10/28/09 3.000% Minimum Increase*	10/28/10 3.000% Minimum Increase*
Hourly Rate Effective:							
ROAD SERIES							
LAB	Labourer / Yard Person	20.96	21.59	22.24	22.91	23.60	24.31
BITURAKER	Bituminous Rakerman	21.52	22.17	22.84	23.53	24.24	24.97
STO2	Contract Inspector	23.29	23.99	24.71	25.45	26.21	27.00
FLAG	Flagperson	20.96	21.59	22.24	22.91	23.60	24.31
RF1	Road Foreman 1	24.60	25.34	26.10	26.88	27.69	28.52
RF2	Road Foreman 2	25.27	26.03	26.81	27.61	28.44	29.29
RF3	Road Foreman 3	25.98	26.76	27.56	28.39	29.24	30.12
RF4	Road Foreman 4	26.70	27.50	28.33	29.18	30.06	30.96
SMW	Sign Maintenance Worker	23.30	24.00	24.72	25.46	26.22	27.01
MO1	Machine Operator 1	22.11	22.77	23.45	24.15	24.87	25.62
MO2	Machine Operator 2	23.30	24.00	24.72	25.46	26.22	27.01
MO3	Machine Operator 3	23.95	24.67	25.41	26.17	26.96	27.77
MO4	Machine Operator 4	23.95	24.67	25.41	26.17	26.96	27.77
MECHANIC SERIES							
MTJ	Mechanic HV/E TJ	24.94	25.69	26.46	27.25	28.07	28.91
MTL	Mechanic HV/E TL	25.63	26.40	27.19	28.01	28.85	29.72
MTPS	Mechanic HV/E TPS	27.83	28.66	29.52	30.41	31.32	32.26
MTS	Mechanic HV/E TS	26.34	27.13	27.94	28.78	29.64	30.53
MTSS	TSS Mechanic	27.08	27.89	28.73	29.59	30.48	31.39
WTJ	Welder HV/E TJ	24.94	25.69	26.46	27.25	28.07	28.91
WTL	Welder HV/E TL	25.63	26.40	27.19	28.01	28.85	29.72
WTS	Welder HV/E TS	26.34	27.13	27.94	28.78	29.64	30.53
WTSS	Welder HV/E TSS	27.08	27.89	28.73	29.59	30.48	31.39
AUTOBODY SERIES							
ATJ	Autobody HV/E TJ	24.94	25.69	26.46	27.25	28.07	28.91
ATJP	TJ - Autobody Painter	0.00	25.99	26.77	27.57	28.40	29.25
ATL	Autobody HV/E TL	25.63	26.40	27.19	28.01	28.85	29.72
ATS	Autobody HV/E TS	26.34	27.13	27.94	28.78	29.64	30.53
ATSS	Autobody Trade Sen/Supervisor	27.08	27.89	28.73	29.59	30.48	31.39
BRIDGE SERIES							
BLB	Bridge Labourer	20.16	20.76	21.38	22.02	22.68	23.36
BTJ	Bridge Worker TJ	25.30	26.06	26.84	27.65	28.48	29.33
BTL	Bridge Worker TL	26.02	26.80	27.60	28.43	29.28	30.16
BTS	Bridge Worker TS	26.74	27.54	28.37	29.22	30.10	31.00
BTSS	Bridge Worker TSS	27.48	28.30	29.15	30.02	30.92	31.85
BW1	Bridge Worker 1	22.14	22.80	23.48	24.18	24.91	25.66
BW2	Bridge Worker 2	22.73	23.41	24.11	24.83	25.57	26.34
BW3	Bridge Worker 3	23.99	24.71	25.45	26.21	27.00	27.81
CRANEOPR	Crane Operator Base Rate	25.31	26.07	26.85	27.66	28.49	29.34

Trade Code	Classification	11/06/05 4.040% Increase	10/28/06 3.000% Increase	10/28/07 3.000% Increase	10/28/08 3.000% Minimum Increase*	10/28/09 3.000% Minimum Increase*	10/28/10 3.000% Minimum Increase*
Hourly Rate Effective:							
WAREHOUSE SERIES (including PARTSPERSON)							
ITPS	Industrial Warehouse TPS	24.94	25.69	26.46	27.25	28.07	28.91
ITSS	Industrial Warehouse TPSS	24.27	25.00	25.75	26.52	27.32	28.14
IWTJ	Industrial Warehouse TJ	22.40	23.07	23.76	24.47	25.20	25.96
IWTL	Industrial Warehouse TL	23.01	23.70	24.41	25.14	25.89	26.67
IWTS	Industrial Warehouse TS	23.62	24.33	25.06	25.81	26.58	27.38
PP1	Partsperson 1	20.16	20.76	21.38	22.02	22.68	23.36
PP2	Partsperson 2	21.83	22.48	23.15	23.84	24.56	25.30
PPTJ	Partsperson TJ	22.40	23.07	23.76	24.47	25.20	25.96
CLERICAL SERIES							
OAS	Office Assistant	19.25	19.83	20.42	21.03	21.66	22.31
ACC	Accounts Clerk	20.96	21.59	22.24	22.91	23.60	24.31
PCL	Payroll Clerk	22.03	22.69	23.37	24.07	24.79	25.53
CLK STENO	Clerk Steno	20.16	20.76	21.38	22.02	22.68	23.36

Wage Appendix

All agreements will be adjusted as follows:

- October 28, 2006 3.00%
- October 28, 2007 3.00%
- * October 28, 2008 the greater of the labour component of the annual price adjustment (COLA) or 3%
- * October 28, 2009 the greater of the labour component of the annual price adjustment (COLA) or 3%
- * October 28, 2010 the greater of the labour component of the annual price adjustment (COLA) or 3%

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

RATES OF PAY FOR APPRENTICES

Two-year Apprenticeship Program

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

Three-year Apprenticeship Program

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

Four-year Apprenticeship Program

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

Five-year Apprenticeship Program

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

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

APPENDIX 1A**PART-TIME WAGES** (Effective October 28, 2006)Appendix 1A Part-Time Wages (Effective October 28, 2006)

The wage scale for part-time employees will be as follows:

Based on the current Appendix I – Wage Rates

0000 - 0500	straight time hours worked	80%	of Appendix 1 rates
0501 - 1000	straight time hours worked	85%	of Appendix 1 rates
1001 - 1500	straight time hours worked	90%	of Appendix 1 rates
1501 - 2000	straight time hours worked	95%	of Appendix 1 rates
2001 - plus	straight time hours worked	100%	of Appendix 1 rates

Lifetime accumulation; not seniority.

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

APPENDIX 2**SHORT AND LONG-TERM DISABILITY****PART I - SHORT TERM ILLNESS AND INJURY PLAN****1.1 Eligibility**

(a) Full-time employees shall be covered by the Short Term Illness and Injury Plan upon completion of probationary period.

(b) Full-time employees with less than three (3) months of service who are unable to work because of illness or injury are entitled to six (6) days coverage at seventy-five percent (75%) pay in any one calendar year.

(c) Notwithstanding (a) and (b) above, where a full-time employee is on a claim recognized by the Workers' Compensation Board while the employee was on the Employer's business, he/she shall be entitled to leave at his/her regular rate of pay up to a maximum of one hundred fifty-two (152) days for any one claim in lieu of benefits as outlined in Section 1.2. In such cases the compensation payable by the Workers' Compensation Board shall be remitted to the Employer.

(d) Pay for a regular part-time employee under this plan shall be based on his/her part-time percentage of full-time employment at date of present appointment.

1.2 Short Term Plan Benefit

(a) In the event an employee is unable to work because of illness or injury he/she shall be entitled to a benefit of seventy-five percent (75%) of pay for a period not to exceed seven (7) months from date of absence, (Short Term Plan Period).

(b) The seventy-five percent (75%) benefit may be supplemented in quarter day increments by the use of the following in descending order:

- (1) earned sick leave credit as noted below;
- (2) compensatory Time Off (CTO);
- (3) vacation entitlement.

(c) Employees may bank, at year end, one quarter ($\frac{1}{4}$) of a day for each of the first six (6) days sick leave not taken during the calendar year. This banked sick leave can be used to supplement any future sick leave under this plan. The total remaining accumulation will be paid out at retirement.

1.3 Recurring Disabilities

(a) Employees who return to work after being absent because of illness or injury, and within five (5) consecutive scheduled days of work again become unable to work because of the same illness or injury are considered to still be within the original Short Term Plan period as defined in Section 1.2(a).

(b) Employees who return to work after being absent because of illness or injury and within five (5) consecutive scheduled workdays again become unable to work because of a new illness or injury unrelated to the illness or injury that caused the previous absence shall be entitled to a further seven (7) months of benefits under this plan.

(c) Employees who return to work after being absent because of illness or injury, and after working five (5) or more consecutive scheduled days of work, again become unable to work because of the same illness or injury will be entitled to a further seven (7) month period of benefits under this plan, except as provided in (d) below, where the Short Term Plan period shall continue to be as defined in Section 1.2(a).

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

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

1.4 Doctor's Certificate of Inability to Work

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

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

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

1.5 Integration With Other Disability Income

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

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

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

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

1.6 Benefits Not Paid During Certain Periods

Benefits will not be paid when an employee is:

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

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

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

which prevents the employee from returning to work on the scheduled date of return, the Short Term Plan will be effective from the date of disability due to illness or injury and benefits will be paid from the balance of the seven (7) month period remaining from the scheduled date of return to work. For maternity leave, the intention is no coverage for normal pregnancy.

1.7 Employee to Inform Employer

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

1.8 Entitlement

For the purpose of calculating six (6) days per calendar year, one day shall be considered to be one day regardless of the regularly scheduled workday. Calculation for part-time employees and partial days will be on a prorated basis.

1.9 UIC Premium

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

1.10 Benefits Upon Layoff or Separation

(a) Subject to (b) and (c) below, full-time employees who have completed three (3) months of service and who are receiving benefits pursuant to Section 1.1(c), 1.1(d), or 1.2 shall continue to receive such benefits upon layoff or separation until the termination of the illness or until the maximum benefit entitlement has been granted, whichever comes first, if the notice of layoff or separation is given after the commencement of the illness for which the benefits are being paid.

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

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

PART II- LONG TERM DISABILITY PLAN

2.1 Eligibility

(a) A full-time employee shall be covered by the Long Term Disability Plan upon completion of six (6) months active employment.

(b) An employee who is not actively at work because of illness or injury on the workday coincident with, or immediately preceding, the date he/she would otherwise have become eligible for coverage under the Plan will not be eligible for coverage until the date the employee returns to active employment.

(c) Coverage in the plan is a condition of employment for a full-time employee.

2.2 Long-Term Disability Benefit

(a) In the event an employee, while covered under this plan, becomes totally disabled as a result of an accident or a sickness, then, after the employee has been totally disabled for seven (7) months, including periods approved in Section 1.3(a) and (c), he/she shall receive a monthly benefit equal to the sum of:

- (1) Sixty eight point three percent (68.3%) of the first two thousand two hundred dollars (\$2,200) of monthly earnings; and
- (2) Fifty percent (50%) of the monthly earnings above two thousand two hundred dollars (\$2,200).

For the purposes of the above earnings shall mean basic monthly earnings as at the date of disability as determined by the Employer.

The basic monthly earnings as at the date of disability shall be the salary in effect for the last month of the Short Term Plan period, or equivalent seven (7) month period, taking into consideration any retroactive adjustments. The date of disability for determining the commencement of the first two years of disability shall be the day following the last month of Short Term Plan period, or an equivalent seven (7) month period.

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

(c) (1) An employee in receipt of long-term disability benefits will be considered an employee for purposes of pension plan and will continue to be covered by group life, accidental death and dismemberment, extended health, dental and medical plans. Employees will not be covered by any other portion of this Collective Agreement, but will retain seniority rights should they return to employment within six (6) months following cessation of benefits.

(2) Notwithstanding the Memorandum of Agreement re: Modified Successorship, it is agreed and understood that the Employer shall be responsible, in place of the predecessor contractor, for the payment of any benefit referred to in (c)(1) above to which employees of predecessor contractors are entitled to under the Collective Agreement.

(d) When an employee is in receipt of the benefit described in (a) above, contributions required for benefit plans in (c) above will be waived by the Employer.

(e) An employee engaged in rehabilitative employment with the Employer and who is receiving partial long-term disability benefit payments will have contributions required for benefit plans in (c) above waived by the Employer.

2.3 Total Disability

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

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

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

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

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

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

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

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

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

2.4 Exclusions from Coverage

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

- (a) war, insurrection, rebellion, or service in the armed forces of any country after the commencement of this plan;
- (b) voluntary participation in a riot or civil commotion except while an employee is in the course of performing the duties of his/her regular occupation;
- (c) intentionally self-inflicted injuries or illness;
- (d) pregnancy, childbirth, miscarriage, or abortion except severe complications following termination of pregnancy; (intention is no coverage for normal pregnancy);
- (e) a disability known to the Employer and which was specifically taken into account by the Employer and employee at time of hiring and specifically addressed in their letter of appointment.

2.5 Pre-Existing Conditions

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

2.6 Integration With Other Disability Income

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

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

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

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

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

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

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

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

2.7 Successive Disabilities

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

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

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

2.8 Cessation of Plan Coverage

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

- (a) on the date that is seven (7) months prior to his/her sixty-fifth (65th) birthday;
- (b) on the date of commencement of paid absence prior to retirement; or
- (c) on the date of termination of employment with the Employer.

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

2.9 Benefits Upon Plan Termination

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

2.10 Contributions

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

2.11 Claims

Long-term disability claims will be adjudicated and paid by a claims -paying agent to be appointed by the Employer. In the event a covered employee disputes the decision of the claims-paying agent regarding a claim for benefits under this Plan, the employee may arrange to have his/her claim reviewed by a claims review committee composed of three (3) medical doctors; one (1) designated by the claimant, one (1) by the claims-paying agent, and a third agreed to by the first two. Written notice of a disputed claim or an appeal under this Plan shall be sent to the Plan Administrator.

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

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

2.12 Physical Examination

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

2.13 Canadian Currency

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

2.14 Administration

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

2.15 Implementation by Regulation

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

2.16 Benefit Level

On the anniversary date of becoming eligible for long-term disability an employee's benefit will be adjusted by a Cost Of Living Allowance or three percent (3%), whichever is the lesser of the two.

**APPENDIX 3
ARBITRATOR'S AGREEMENT**

I, _____, Arbitrator, agree that in consideration of the acceptance by the B.C. Government & Service Employees' Union and Yellowhead Road & Bridge (Fort George) of myself as an Arbitrator, I will render a decision in writing within sixty (60) days of the completion of any hearing in which I participate. I further agree that my fee for such arbitration will be reduced by a factor of ten percent (10%) for each seven (7) days which elapse beyond sixty (60) days from the completion of any hearing in which I participate and in which a decision is not published. I further agree that the account which I render will indicate the amount of my fee on an unadjusted and adjusted basis. I further agree not to bill for any fee in regard to cancellation, except where such cancellation is within seven (7) calendar days of the appointed hearing date.

Signature

**APPENDIX 4
EMPLOYMENT EQUITY**

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

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

The parties signatory to this letter agree that the matter of supervision for the Prince George mechanical crew will be reviewed annually.

The current Letter of Understanding will remain in effect until December 31, 2001.

**MEMORANDUM OF UNDERSTANDING #1
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 who's assignment are of sufficiently short duration so that temporary headquarters cannot be practically assigned;

"*field status employees*" are those who are normally required to work away from their point of assembly and who, on a day-to-day basis, do not work in an office, institution, plan or other similar fixed location which is their normal point of assembly;

"*seasonal field employees*" are those employees who occupy positions which permit them to be normally domiciled at their permanent headquarters but who are assigned field duties on a seasonal basis, returning to their permanent headquarters when not working in the field;

"*permanent camp*" is a camp which will be established and occupied continuously for more than one year;

"*seasonal camp*" is a camp that will be established and occupied for less than five (5) months and is usually comprised of tents and, where feasible, trailers;

"*local hire*" is a person who is hired or is domiciled within eighty (80) kilometres of the job site by means of the shortest road route;

"*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 or geographic location*" 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, dependant children and anyone for whom the employee claims exemption on Federal Income Tax returns;

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

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

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

PART I - BOARD & LODGING REGULATIONS

1.1 Board and Lodging Allowances

(a) *Local Hire*

No board and lodging will be supplied or living allowance will be paid to persons hired locally for a project. Should such persons be transferred to another project where the distance involved requires the persons to reside away from their original point of domicile, then board and lodging allowances will apply.

(b) *Employees at Their Headquarters*

No board and lodging will be supplied, or living allowance or meals and/or accommodation paid to employees while at their permanent place of residence or to "stationary" or "seasonal field" employees while at their permanent headquarters.

(c) *Travel Status*

The following class of employees, under the stated conditions, shall be entitled to the current meal allowance and accommodation reimbursement, or the current private accommodation allowance in lieu of accommodation reimbursement:

- (1) "stationary" employees who are required to travel away from their permanent headquarters up to a maximum of sixty (60) days at one location on a continuous basis;
- (2) "seasonal field" employees who are required to travel away from their permanent headquarters up to a maximum of sixty (60) days at one location on a continuous basis, or, who are required to travel away from their assigned temporary headquarters for short periods up to a maximum of thirty (30) days at one location on a continuous basis, or who are moving from one assigned temporary headquarters to another, for a period up to thirty (30) days at the beginning of each assignment to enable them to arrange suitable longer term accommodation, or until the Employer makes other arrangements such as providing board and lodging using community services or camp facilities;
- (3) Notwithstanding any provisions contained in Subsection (c)(1) or (2), travel status will not apply where the Employer decides to provide for or supplies free board and lodging.

(d) *Board and Lodging*

The following class of employees, when not on travel status, and under the conditions stated, shall be entitled to board and lodging supplied by the Employer in either employer-operated camps or by means of local community service:

- (1) "stationary" employees assigned to a temporary headquarters;
- (2) "seasonal field" employees assigned to a temporary headquarters.

(e) *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 Subsection (c) or board and lodging supplied under Subsection (d), 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 fifty-six dollars (\$56) per day for each calendar day in the month. This will be paid via the payroll (subject to income tax) one 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 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 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 away from the job under Article 31.10;
- (vi) 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 employee's 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 holiday, 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 working day off the job, and will end the day before the employee's 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 the rent that may be experienced during the extended period.

1.2 Moving of Trailers and Household Effects

It is understood and agreed that it is necessary for some "*seasonal field*", and "*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 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 be not 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 II - RELOCATION EXPENSES

2.1 Policy

(a) Relocation expenses will apply:

(1) to employees who have to move from one headquarters or geographic location to another after completing their probation period and after winning an in-service competition where the position is permanently located at another headquarters or geographic location;

(2) to employees who have to move from one headquarters or geographic location to another at the Employer's request to fill a position which is permanently located at another headquarters or geographic location.

(b) Relocation expenses will not apply, but instead the applicable travelling, living and moving expenses provided under the Board and Lodging Regulations will apply to the following groups of employees who will not be considered to be on relocation:

(1) to field status, and other employees whose normal duties require moves from one temporary headquarters to another or from one assignment to another;

(2) to apprentice employees when there is a pre-programmed change in their headquarters or geographic location.

(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 basis 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 Expense 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 in to the new accommodation. Such expense allowances will be in accordance with this Agreement.

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

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

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

The above allowances will be in accordance with this Agreement.

2.3 Living Expenses Upon Relocation at New Location

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

(a) the Employer shall pay an employee not accompanied by 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/her 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 chattel up to 8,165 kg. including any item(s) which the contracted mover will accept as part of a load which includes household appliances and furniture, hobbies, boats, outboard motors and pianos;
- (b) comprehensive insurance to adequately protect the employee's household effects and chattels during the move up to a maximum of twenty-five thousand dollars (\$25,000);
- (c) where necessary, insured storage up to two (2) months, upon production of receipts;
- (d) the packing and unpacking of the employee's household effects and chattels;
- (e) when an employee is being relocated and opts to move his/her own household effects and chattels, the employee shall receive one of the following allowances:
 - (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, an employee who owns a mobile home may opt to have his mobile home moved by the Employer in either of the following circumstances:
 - (1) where the employee's new headquarters area is on the list of isolated areas, providing no suitable accommodation is available, or
 - (2) where an employee is living in a mobile home which has moved to its present location by the Employer or the government of British Columbia, and the employee's headquarters prior to the impending relocation is named on the list of isolated locations.
- (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 twenty-five thousand dollars (\$25,000);
 - (3) the setting up and levelling of a mobile home or double wide, at the new location to a maximum of five hundred dollars (\$500) upon production of receipts;
 - (4) the packing and unpacking of the employee's household effects and chattels if required.

(c) Where an employee is living in a mobile home and is not included in (a) above, and chooses to move the mobile home to the new headquarters area, the employee shall be entitled to reimbursements for costs covered in (b) above up to a maximum of two thousand dollars (\$2000) upon production of receipts.

(d) Where the employee opts under this section to have a mobile home moved, there shall be no entitlement to the provisions of Section 2.4 and 2.10.

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 or boat, in which case the cost of the least expensive method will be paid.

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

2.7 Incidental Expenses on Relocation

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

(a) when an employee purchases a private dwelling house in the new location-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) months 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/her private dwelling house, 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 home in which he/she resides immediately prior to relocation.
- (b) An employee who has sold his/her 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/her private dwelling house in which he/she lives after relocation will be paid in accordance with the following:
- one percent (1%) of the first forty thousand dollars (\$40,000) of the purchase price;
 - one-half of one percent (.05%) of any amount of the purchase price above forty thousand dollars (\$40,000);
 - the total cost to the Employer under part (c) shall not exceed eight hundred dollars (\$800).
- (d) Where an employee purchases a reasonable amount of property, secured a joint mortgage (land and private dwelling) and begins construction within six (6) months of relocation (i.e., foundation poured), he/she shall be entitled to reimbursement of the legal fees not to exceed the amount specified in (c) above. In these circumstances, the reimbursement shall be for one transaction only.
- (e) The employee may only claim legal fee reimbursement in either (c) or (d) above, not both.

MEMORANDUM OF UNDERSTANDING #2 TRAINING PROGRAM FOR THE DISABLED

Preamble

The objectives of the Training Program for Disabled are:

- (a) to provide a training program leading to long-term employment for disabled and disadvantaged persons;
- (b) to increase awareness among employers of the value of hiring the disabled and disadvantaged;
- (c) to encourage the employment of the disabled and disadvantaged in the workforce.

The purpose of the program is to provide training for employment for those persons who, due to a handicap, experience difficulty in competing in the labour market; to provide training and encourage the development of skills which will assist those clients to overcome such handicaps and so become active participants in the labour force.

Each position will be designed with a training outline and will indicate a proposed time by which training will be completed.

Article 1.1

Employees on the Training program for Disabled will be given special jobs not normally carried out by the employees in the bargaining unit, or jobs where they are not expected to carry out the principal duties of that job. If there is a dispute as to whether an employee hired under this program should be classified in accordance with Article 1.1, the matter shall be arbitrated.

Article 1.2

There will be a training work term not to exceed six continuous months of employment. Pay for this initial work term will be at level one of the Clause 1.4 scale. At the completion of this six (6) months work term, an assessment of the abilities and skills of each individual will be made. If the employee is

deemed not yet "job-ready" he/she may be eligible for an extension under the training program. Pay for the period of extension will be at level two on the attached scale.

Article 1.3

Employees on the training program will be considered casual employees under this Agreement.

Article 1.4

Employees shall be classified and paid in accordance with the following wage scale:

Classification	Definition	Wage Per Month
Level 1	Entrance into Training Program	90% of Office Assistant
Level 2	Completion of initial 6 months term placement	Office Assistant

Article 1.5

The hours of work for these employees will be as per the hours in the work unit.

Article 1.6

This memorandum shall form part of this Agreement between the B.C. Government and Service Employees' Union and Yellowhead Road & Bridge (Fort George).

MEMORANDUM OF UNDERSTANDING #3 SUMMER STUDENT EMPLOYMENT

It is agreed that the rate of pay for summer students hired to perform general office duties will be eighty-five percent (85%) of the Office Assistant rate.

MEMORANDUM OF UNDERSTANDING #4 PART-TIME EMPLOYEES

PART I – AS AT JULY 12, 2002

EMPLOYEE NAME	LOCATION	BENEFITS	PENSION
Hirvi, Troy	Prince George Roads	Benefits	
McKinnon, Daniel	Prince George Roads		
Hirvi, Jason	Prince George Roads		
Hirvi, Ryan	Prince George Roads		
Moore, Derek	Prince George Roads		
Duncan, Dave	Aleza Lake Crew		
Hoppe, Dale	Aleza Lake Crew		
Koop, Edward	Aleza Lake Crew		Pension
McMillan, Blain	Bear Lake		Pension
Laurin, Luke	Bear Lake		
Gray, Jordy	Bear Lake		
Aubichon, Robert	Tudyah Lake	Benefits	Pension
Huard, Daryl	Tudyah Lake		
Howe, David	Slim Creek		Pension
Clarkson, Sheldon	Slim Creek		Pension
Schley, Adrian	Slim Creek	Benefits	Pension
Urquhart, Wayne	Slim Creek		

Any MOU #4 named employees who cease to qualify for benefits under Article 30.10 will be ineligible to re-qualify.

Any MOU 4 Part I named employee who is on layoff for more than nine (9) months and returns to work, will be treated as a new part-time employee.

PART II AS OF JULY 12, 2002

EMPLOYEE NAME	LOCATION	BENEFITS	PENSION
Caron, Brian	Stockroom		
Gomes, Nathan	Aleza Lake Crew		
Reumayr, Percy	Aleza Lake Crew		
Helgersom, William	Aleza Lake Crew		
Browning, Kenneth	Aleza Lake Crew		
Brunin, Terry	Tudyah Lake		Pension
Willett, Gary	Tudyah Lake		Pension
Wolfe, Douglas	Tudyah Lake		
Ankerstein, Darryl	Tudyah Lake		
Wood, Robert	Slim Creek		
Fichtner, Ed	Slim Creek		
Cameron, Dave	Slim Creek		
Landolt, Steve	Body Shop	Benefits	Pension
Trudgeon, Keith	Body Shop		
Chesworth, Nathan	Body Shop		

Any new part-time employees hired after July 30, 2002 are classified as MOU #4 – Part II employees.

MEMORANDUM OF UNDERSTANDING #5 SENIORITY BLOCKS

The geographic boundaries of the seniority blocks are defined as follows. These boundaries will be subject to revision by mutual agreement at the Joint Labour/Management Committee.

ALEZA LAKE:

Includes all Ministry of Transportation and Highways maintained roads and bridges within the area described as Willow River, Aleza Lake and Upper Fraser. The area is bounded by Highway 16 in the south, the Fraser River in the north and west. The east boundary runs through to Contract Area 21.

BEAR LAKE:

Includes all Ministry of Transportation and Highways maintained roads and bridges within the area described as Highway 97 from Edric Road in the south to Crooked River Cabins in the north, and west to the border with Contract Area 23 and east to Contract Area 21.

TUDYAH LAKE:

Includes all Ministry of Transportation maintained roads and bridge within the area described as Highway 97, Crooked River cabins to 500 metres north of Highway 39 and 97 Junction and Highway 39 and 97 Junction to Finlay Forest Road.

PRINCE GEORGE AND CHIEF LAKE:

Includes locations within and surrounding the city of Prince George and the community of Chief Lake. The western boundary extends west on Highway 16 to Bednesti Lake and the border of Contract Area 23. The eastern boundary extends on Highway 16 to the Bowron Crossroads. The northern boundary extends on Highway 97 to Edric Road intersection and the southern boundary extends on Highway 97 to Stone Creek Forest Access Road. All Ministry of Transportation and Highways maintained roads and bridges within these boundaries are included.

SLIM CREEK:

Includes all Ministry of Transportation and Highways maintained roads and bridges within the area described as Highway 16 from the Bowron Crossroads in the west to the east boundary, Contract Area 20. The north boundary coincides with Contract Area 21 and the south boundary coincides with Contract Area 18.

**MEMORANDUM OF UNDERSTANDING #6
SPECIAL PROJECTS**

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

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

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

**MEMORANDUM OF UNDERSTANDING #7
STUDENTS**

- (a) The Company reserves the right to hire students during the summer months. First preference shall be given to sons and daughters of current employees.
- (b) Rate of pay for these employees will be \$12.30 per hour effective May 15, 2007. Additionally, wage rates to be adjusted annually as per Appendix 1.
- (c) Students will not be entitled to the benefits discussed in Article 22.
- (d) Both parties recognize the benefits of providing summer employment for students. It is the intent of the Employer to provide an opportunity for summer employment for students. Immediate family members of the Yellowhead Road & Bridge (Fort George) Ltd. employees shall be given first option on student employment. Students shall join the Union.
- (e) Students are restricted to the following:
 - (1) rest area maintenance/ clean-up;
 - (2) Roadside clean-up;
 - (3) Curb and sign post painting;
 - (4) Installation of guardrail reflectors;
 - (5) Operation of shadow vehicle for mower;
 - (6) Basic yard maintenance (e.g. lawn mowing, weed trimming, window washing);
 - (7) Flagging (traffic control);
 - (8) In (1), (2), (3) and (4) above they will work under the direction of a bargaining unit position, as required;
 - (9) Students employed shall be restricted to the period from May 15th to September 15th each year (extension subject to mutual agreement at the Joint Labour/Management Committee);
 - (10) Students shall receive four (4) percent in lieu of vacation, to be paid out on each pay cheque; and

- (11) The following Articles shall not apply to students: 11, 12, 13, 18, 20, 25, 30 and 33.
- (f) Selection process for students:
- (1) Sons and daughters of employees will be given first preference for summer employment;
 - (2) If there is a further requirement for students, the Company will consider other applicants;
 - (3) For the purpose of recall there will be two (2) seniority lists. Students who are not sons or daughters of employees will only be recalled if a vacancy exists after all son and daughter applicants have been considered;
 - (4) Students who did not work for the Employer during the previous calendar shall lose their seniority and be taken off the list.
- (g) Student Hire Criteria:
- (1) The Company has established the following criteria to determine how students will be hired and on what basis:
 - (i) Students shall be recalled in order of seniority (see Article 33.12(g) provided they meet the following criteria;
 - (ii) All students must be registered to attend school for the purpose of continuing their education after the end of summer employment.
 - (iii) All students must possess a flagging certificate before attending work.
 - (iv) Employment will only be offered to students. The Employer may challenge the employee regarding their student status. Any difficulties or disagreements arising out of the challenge shall be dealt with at the Labour/Management Committee level.
 - (v) All students must have a valid class 5 or 7 driver's licence.
 - (2) If further vacancies exist after recall in order of seniority then the following point system will be used:
 - (i) Students who are sons or daughters of employees will be awarded thirty (30) points.
 - (ii) Students with valid Flagging tickets or WHMIS Certificate will receive five (5) points, valid Flagging tickets and a WHMIS Certificate will receive ten (10) points and those students with a valid Flagging ticket, a WHMIS certification and a SOFA ticket will receive fifteen (15) points.
 - (iii) Students who are currently in grade ten (10) or eleven (11) will be awarded five (5) points.
 - (iv) Students who are graduating grade twelve (12) will receive ten (10) points.
 - (v) Students who are attending University, College, or Trade School will receive fifteen (15) points.
 - (vi) Those students with the highest point rating will be offered employment. In the case of a tie, the decision will be made by birthday – those born earlier in the year will be considered to have more points.
- (h) Revisions to collective agreement language applying to students will be by mutual agreement only, between the Employer and the Union.

FOR THE UNION:

Original Signed January 6, 2005

FOR THE EMPLOYER:

Original Signed January 6, 2005

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

Driver's Licence Suspensions

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

(1) The employee will retain his/her regular position on the workforce and shall be engaged in non-operator duties in which he/she is qualified. He/she shall be paid at the rate established for the duties engaged in for the period of suspension. In the event such employment does not exist the employee may upon the exhaustion of ETO, CTO and vacation entitlement apply for leave of absence without pay to cover the period involved. Such leave is without benefits or pension contribution, however the employee may continue benefits consistent with the provisions of Article 30.10 (c).

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

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

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

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

**LETTER OF INTENT NO. 2
RADIOS**

The Employer will make every reasonable effort to equip all mobile equipment with radios, or to work equipment in groups with at least one (1) piece of equipment in the group with a radio.

**MEMORANDUM OF AGREEMENT
RE: SUCCESSORSHIP**

BETWEEN: YELLOWHEAD ROAD & BRIDGE (FORT GEORGE) LTD. (the Employer)
AND: B.C. Government and Service Employees' Union (the Union)

The employees will join 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.

JOB DESCRIPTIONS

GENERAL LABOURER

Class Definition: Positions at this level perform unskilled manual work requiring little previous training or experience, but involving physical effort.

- Work is supervised and depending on length of service frequently checked in progress and upon completion.

Typical Duties: Include a variety of tasks in the construction and maintenance of roads, and bridges, generally assisting skilled workers with construction, maintenance and demolition work.

- Digging, clearing and filling ditches.
- Construction and clearing catch basins.
- Temporary hand patching with use of an appropriate material.
- Laying tile drains.
- Acting as swamper on trucks hauling heavy equipment, supplies and materials.
- Generally assisting gardeners by performing such tasks as digging flower beds, operating simple power mowers.
- Fuelling equipment with tidy tanks, making chains, changing blades.
- A valid BC drivers licence - minimum Class 5.
- Performing any other related duties.
- All employees are expected to adhere to all safety regulations at all times. The duties require outside work in all types of weather. Shift work required.

BRIDGE WORKER 1

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

Typical Duties: Include transporting materials, assisting bridge workers as required, performing other assigned duties.

BRIDGE WORKER 2

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

BRIDGE WORKER 3

Class Definition: Position at this level function under the general direction of a trade's related supervisor and are required to carry out assigned functions related to bridge maintenance and construction.

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

Experience: Bridge work experience equal to or greater than five (5) years with any and all employers. Experience must be evaluated and confirmed by the Ministry of Skills and Labour to qualify.

CONTRACT INSPECTOR (ST0 2)

Knowledge & Education: Related Technical Diploma or the equivalent of combination of education and experience.

Experience: Several years experience in Highways Maintenance, including experience in sub-contract administration.

Ability & Skills: Must have a valid BC Class 5 driver's licence. Must have the ability to communicate clearly and effectively with all persons involved in the projects assigned. Physically fit, mentally alert and safety conscious. Ability to follow directions promptly and efficiently, with the ability to work independently. Ability to keep neat and accurate records.

Job Summary: This position provides technical support in aspects of administration and control of multiple projects. Provide technical assistance in pre-project phases. During projects, performs technical functions to ensure that all project materials used meet standards and specifications. This is carried out by observations, conducting technical procedures and taking measurements during the project.

Duties: Under the general direction of the Quality Control Manager and/or the Operations Manager to perform quantity calculations; establish project requirements in the field and act as project coordinator/inspector; perform tests to Maintenance Standards to assess material quality for project purposes; maintain comprehensive records of all works supervised. Become thoroughly familiar with project plans, specifications and contract documents. Identify potential contentious issues and provide early dispute resolutions. Prepare completion reports for projects. Make suggestions in regards to priority changes. Perform detailed calculations of quantities of materials used in projects. Perform and record related calculations. Meet with sub-contractors prior to and during work execution to establish working relationships and coordinate work. Continually review the work in progress with regard to quality of work and material quantity and quality control. Ensure that appropriate traffic control measures remain effective as the work progresses to ensure public safety. Monitor and record all aspects of the project. Perform other related duties. The projects would normally consist of sub-contracted dust control, crack sealing and seal coating. Sub-contracted machine patching may be included.

Proviso:

- 1) Required to work outside in all types of weather.
- 2) Position is on an as and when required basis.
- 3) Vehicle take-home privileges in effect while projects are underway.

LABOURER – FLAGPERSON

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

Special Knowledge: Must hold a valid Traffic Control Ticket.

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

- Monitoring, directing and controlling the flow of traffic in and around the work area in accordance with the Accident Prevention Regulations issued by the Workers' Compensation Board of BC, or performing any other related duties.
- Hold a corresponding and valid BC Drivers Licence (Minimum of Class 5).
- All employees are expected to adhere to all safety regulations at all times. The duties require outside work in all types of weather. Shift work required.

YARDPERSON

Characteristics of Position: Employees in this position are under supervision of the Roads Superintendent or his/her designate and are required to perform general purpose work around equipment yards and buildings.

- Duties may include issuing fuel and lubricants, tools, and other stock and obtaining necessary signatures for same. Assisting in taking inventory, repairing tools, and making minor repairs to sheds and other buildings. Load and unload shipments of materials as and when required. Picking up mechanical parts and materials from local suppliers, parking trucks and other departmental equipment as required, maintaining yard and buildings in a generally neat and tidy condition, performing clean-up and janitorial duties as required, other related duties.

Qualifications Required:

Education and Specialized Knowledge: Secondary School graduation or the equivalent. Preferably some clerical knowledge.

Experience: Experience in the use and repair of common hand and power tools. Some minor clerical experience is desirable.

Specialized Abilities and Skills:

- Ability to effect minor repairs to buildings, tools, etc. Able to drive various types of trucks and preferably other heavy equipment. Able to meet and deal with foremen and other employees. A valid Class 3 drivers licence with air brake endorsement.
- Under the general direction of a Supervisor and must have the ability to work independently. All employees are expected to adhere to all safety regulations at all times. The duties require outside work in all types of weather. Shift work required.

MACHINE OPERATOR 1

Education and Specialized Knowledge:

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

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

Specialized Abilities and Skills:

- Mechanical and operational aptitude.
- Physically fit, mentally alert and safety conscious.
- Ability to follow directions promptly and efficiently.
- Hold a corresponding and valid BC Driver's Licence (Class 3 with Air Brake Endorsement).
- Ability to learn to operate a loader for the purpose of self-loading and to perform any other related duties.
- Ability to work outdoors under varying weather conditions and operate the equipment listed below:

Driver Operator of:

- single axle truck over 10,000 pounds equipped with/as flat deck;
 - van or tank body;
 - Dump box, 3 to 5 yards;
 - Tailgate sander;
 - Front or underbody plow;
 - Curbing Machine;
 - Mowing or brushing machine, tractor mounted;
 - Flusher truck, single axle;
 - Single axle flat deck truck with crane up to 8,000 pound capacity;
 - Front end loader less than 2¼ yards;
 - Power roller, single drum or double drum - 40 inches;
 - Power saw, culvert cutter, bituminous raker, culvert steamer.
- Under the general direction of a Supervisor and must have the ability to work independently. All employees are expected to adhere to all safety regulations at all times. The duties require outside work in all types of weather. Shift work required.

MACHINE OPERATOR 2***Education and Specialized Knowledge:***

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

Experience:

- Five (5) years experience in related work.

Specialized Abilities and Skills:

- Mechanical and operational aptitude.
- Physically fit, mentally alert, and safety conscious.
- Ability to follow directions promptly and efficiently.
- Hold a corresponding and valid BC Driver's Licence (Class 3 with Air Brake Endorsement).
- Ability to work outdoors under varying weather conditions and operate the equipment listed below, and to perform other related duties.

Driver Operator of:

- Tandem axle dump truck; sander, underbody or front mounted plow;
- Tandem axle flat deck truck with truck crane over 8,000 pounds;
- Pavement burner;
- Bituminous sprayer;
- Trailers up to 10,000 pounds, GVW;
- Sweeper;
- Thermol-lay unit;
- Crawler Tractor under 125 hp;
- Riverboat Operator;

- Tractor mounted back-hoe;
 - Tandem truck with winter equipment;
 - All equipment of lower classification;
 - Screening plant/stacker;
 - Power roller, single drum or double drum – over 40 inches.
- Under the general direction of a Supervisor and must have the ability to work independently. All employees are expected to adhere to all safety regulations at all times. The duties require outside work in all types of weather. Shift work required.

MACHINE OPERATOR 3 (Lowbed Operator)

Education and Specialized Knowledge:

- Preferably secondary school graduation.
- A good working knowledge of the *Motor Vehicle Act and Regulations* pertaining to large tractor trailer units.
- A good knowledge of the *Commercial Transport Act*.
- Must be able to negotiate back hauls, and arrange interprovincial permits and load capacities.
- A good working knowledge of tractor trailer operations including an established length of experience in the operations of all types of tractor trailer units.
- A good knowledge of safety rules and regulations as they pertain to the driving and/or operation of the vehicles, equipment and machinery involved.
- Preferably graduation from a defensive driving course and/or a recognized training program in the driving and operation of commercial type vehicles or heavy equipment.

Experience

- Seven (7) years experience in related work.

Specialized Abilities and Skills:

- Mechanical and operational aptitude.
- Physically fit, mentally alert, and safety conscious.
- Ability to follow directions promptly and efficiently.
- Hold a corresponding and valid BC Driver's Licence (Class 1 with Air Brake Endorsement).
- Must be willing to travel extensively within the Province of British Columbia with occasional charters outside the province.
- Ability to work outdoors under varying weather conditions and operate all the equipment in the Machine Operator Series and to perform any other related duties.
- Driver operator of a Tractor Trailer Unit.
- For the purpose of loading and unloading only, the Operator must be able to operate the following:
 - Tractor trailer unit;
 - Loader;
 - Power grader;
 - Gradall, truck or crawler mounted;
 - Crane, self-propelled;
 - Crawler tractor;
 - Hydraulic excavator;
 - Chip spreader;
 - Paving machine.

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

MACHINE OPERATOR 4

Education and Specialized Knowledge:

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

Experience:

- Seven (7) years experience in related work.

Specialized Abilities and Skills:

- Mechanical and operational aptitude.
- Physically fit, mentally alert, and safety conscious.
- Ability to follow directions promptly and efficiently.
- Hold a corresponding and valid BC Drivers Licence (Minimum Class 3 (Preferably Class 1) with Air Brake Endorsement).
- Ability to work outdoors under varying weather conditions and operate all the equipment in the Machine Operator Series and to perform any other related duties.

Driver Operator of:

- Power grader;
- Gradall, truck or crawler mounted;
- Crane, self propelled;
- Crawler tractor;
- Hydraulic excavator;
- Chip spreader;
- Paving Machine;
- Front-end loader, bucket 2¼ yards and over;
- Truck equipped with crane over 8,000 pounds capacity (excluding HIAB type);
- Truck equipped with wing plow assembly;
- JD 644.
- Under the general direction of a Supervisor with the ability to work independently. All employees are expected to adhere to all safety regulations at all times. The duties require outside work in all types of weather. Shift work required.

MACHINE OPERATOR 2 (SIGNPERSON)

Class Definition:

- Under the general direction of a supervisor, positions at this level erect and maintain all signs and other painted control devices in use by contract maintenance establishments.

Typical Duties:

- Include to direct a labourer when additional assistance is required.
- To erect, maintain and where necessary touch up signs as street signs, directional fingerboards, speed zones and similar messages.
- To hand or spray paint crosswalks, hatch traffic islands, guard rails and similar devices.
- To keep paint and stock records and order as required.
- To maintain time sheets and work reporting when necessary.
- Performing any other related duties.
- Hold a corresponding and valid BC Drivers Licence (Class 3 with Air Brake Endorsement).
- Must have ability to perform temporary supervisory duties.
- Under the general direction of a Supervisor and must have the ability to work independently. All employees are expected to adhere to all safety regulations at all times. The duties require outside work in all types of weather. Shift work required.

PARTS PERSON / COUNTER PERSON 1

Class Definition: Successful completion of grade 12 or equivalent, must have basic knowledge of automotive parts, be willing to learn automotive and heavy duty parts, knowledge of basic computer applications and must be able to provide a high level of customer service

Typical Duties: This position reports to the Trade Supervisor Warehouse Person and /or General Manager. Does not supervise anyone. Provides sales service to parts store customers. Provides parts service to internal staff, completes sales transactions utilizing forms of payment made available to customers. Completes opening and closing duties. Answers parts telephone, performs shipping and receiving duties as required. Ensures prompt and accurate paper flow, writes purchase orders as required. Assists in product displays; assists in inventory control, keeps work area clean & tidy. Performs other related duties as required.

PARTS PERSON / COUNTER PERSON 2

Class Definition: Four (4) years experience as a Parts Person / Counter Person 1. Must have a good knowledge of automotive and heavy duty parts. Supervises Parts Person / Counter Person 1.

PAYROLL CLERK**Qualifications:**

- Community College (Business Administration) with 6 months work related experience; or successful completion of grade 12 or equivalent with 3 to 5 years work related experience.
- Work related experience and knowledge to include:
 - minimum of 50 wpm typing;
 - office procedures;
 - basic accounting;
 - a thorough understanding and ability to operate all office equipment;
 - must have a good working knowledge of computer generated payroll;
 - a working knowledge of basic computerized applications;
 - preferably prior work experience with WordPerfect 5.1 and Lotus.

Basic Function:

- This position reports to and receives direction from the Business Manager, or his/her designate.

- The position performs a variety of calculating, posting and data entry duties to ensure that payroll and work reporting information are current and in order.
- All information in this position is to be considered confidential.

Principal Responsibilities:

- Enter payroll and work reporting data into computer and verify accuracy of output.
- Monitor and update computer payroll files.
- Respond to employee questions regarding payroll.
- Liaise with benefit program contractors.
- Calculate health and welfare benefits.
- Perform numerous checks and cross checks to ensure accuracy of payroll information keyed into and retrieved from computer system.
- Biweekly payroll run and direct bank deposits.
- Ensure accuracy of employee year-to-date earnings records and complete T-4's accurately and within deadlines.
- Submit reports as required.
- May be required to contact government agencies regarding taxes, pensions, unemployment insurance and/or WCB matters.
- Provide cadence and assistance to other clerical positions as and when required.
- Perform all other related duties as and when required.
- Maintain all employee payroll/personnel files.

Authority:

- To ensure that all assignments within the specific areas of responsibility are conducted and completed accurately in accordance with established procedures and deadlines.

CLERK STENOGRAPHER 3***Qualifications:***

- Successful completion of grade 12 or equivalent.
- 1 year Business Administration Certificate course and/or equivalent.
- Community College and/or 6 to 12 months related work experience.
- Demonstrated ability to type 70 wpm accurately and operate all related office equipment.
- A working knowledge of basic computerized applications.
- Preferably extensive experience with WordPerfect 5.1 and Lotus.

Basic Function:

- The position reports to the Business Manager, or his/her designate.
- Answers and directs incoming calls promptly and efficiently in accordance with established telephone procedures when required.
- Responds to counter inquiries and complaints.
- Open and direct all incoming mail.
- Set up and maintain office filing system.
- Certain aspects of this position will contain work that is to be considered confidential.

Principal Responsibilities:

- Type office correspondence as required.
- Liaise with Road Foreman, ICBC, RCMP, Ministry of Transportation and Highways and the general public.
- Gather information for "*Damage to Private Vehicle Reports*" and communicate findings to General Manager or designate for further action.
- Requisition office supplies, forms and stationery for office and yards.
- Arrange repairs to office equipment as required.
- Arrange conference calls, meetings, and hotel reservations.
- Produce reports as required.
- Proof-reading copy prepared by self and others and making changes as required.
- Assign "*Damage to Government Property Report*" numbers and gather all formation for invoicing to MOTH
- Data entry into computer and verify accuracy of output.
- Other routine office duties.
- Perform all other related duties as and when required.

Authority:

- To ensure that all data entry and assigned clerical functions are conducted and completed accurately in accordance with established procedures and deadlines.

OFFICE ASSISTANT***Qualifications:***

- Successful completion of Grade 12 or equivalent.
- Demonstrated ability to 60 wpm accurately and operate all related office equipment.
- Proficient handling of all public communications both in person and over the telephone.
- Preferably a good working knowledge of WordPerfect 5.1 and Lotus.
- A working knowledge of basic computerized applications.

Basic Function:

- The position reports to the Business Manager, or his/her designate.
- Answers and directs incoming calls promptly and efficiently in accordance with established telephone procedures.
- Responds to counter inquires and complaints.
- Set up and maintain office filing system.

Principal Responsibilities:

- Arrange repairs to office equipment as required.
- Liaise with Road Foreman, ICBC, RCMP, Ministry of Transportation and Highways, and the general public.
- Requisition office supplies, forms, and stationary for yard and mechanical operations.
- Type office correspondence as required.
- Answer and direct incoming calls promptly and efficiently.

- Efficient and courteous handling of all customer service related duties.
- Other routine office duties to include operating photocopier, fax machine, word processor, calculator, etc.
- Perform all other related duties as and when required.
- Data entry into computer and verify accuracy of output.

Authority:

- To ensure that all assignments within the specific area of responsibility are conducted and completed accurately in accordance with established procedures and deadlines.

ACCOUNTS CLERK

Qualifications:

- Successful completion of Grade 12 or equivalent.
- Successful completion of a Business Commerce, Accounting, or Bookkeeping course and 3 to 5 years work related experience.
- A working knowledge of routine accounting and/or bookkeeping procedures.
- Demonstrated ability to type 50 wpm accurately and operate all office equipment.
- Possess the ability to communicate effectively and courteously in person and over the telephone with others.

Basic Function:

- The position reports to the Business Manager, or his/her designate.
- The position performs a variety of routine calculating, posting and data entry duties to ensure that accounts payable/receivable invoices, purchase orders and packing slips are current and in order.
- Ensure that all office systems and procedures are sufficiently organized to allow quick retrieval and response to all reasonable requests.
- All information in this position is to be considered confidential.

Principal Responsibilities:

- *Payables*
 - checking extensions, prices and matching invoices to purchase order and packing slips;
 - verify accuracy prior to payment;
 - recording credit notes;
 - complete payment report and print cheques for signatures;
 - maintain accurate and complete hard copy and computer files;
 - arrange for cheques to be approved, signed and distributed.
- *Receivables*
 - recording invoices in keeping with established procedures;
 - establish amount due from records such as purchase orders, bills of lading, work orders, etc.;
 - prepare invoices in a timely considering credit terms, amount due and date(s) of purchase or service provided;
 - mail approved invoices and accounts for collection;
 - maintain accurate and complete hard copy and computer files;
 - follow up and collection of overdue accounts.

- *Contacts*
 - may be required to contact government agencies regarding GST and/or provincial tax matters;
 - frequently required to contact vendors and/or purchasers to verify accuracy of invoices, purchase orders, etc;
 - perform all other related duties as and when required.

Authority:

- To ensure that all assignments within the specific area of responsibility are conducted and completed accurately in accordance with established procedures and deadlines.

AUTOMOTIVE PARTSPERSON/COUNTER PERSON***Education/Qualifications:***

- Successful completion of Grade 12 or equivalent.
- Must have an excellent knowledge of automotive parts.
- Must be able to provide a high level of customer service.
- A good working knowledge of basic computer applications.

Functions and Responsibilities:

- This position reports to the Trade Supervisor Warehouseperson and/or the General Manger.
- Provide sales service to parts store customers.
- Provide parts service to internal mechanical staff.
- Complete sales transactions utilizing all forms of payment made available to the customer.
- Answer parts telephone.
- Perform shipping and receiving duties as required.
- Ensure prompt and accurate paper flow.
- Assist in product displays.
- Assist in maintaining inventory control.
- Keep work area clean and tidy.
- Perform other related duties as required.

All employees are expected to adhere to all safety regulations at all times. Shift work may be required.

TRADE APPRENTICE***Education and Specialized Knowledge:***

- Both Secondary School graduation and completion of pre-apprenticeship training related to the trade in which indentured and employed.

Experience:

- Experienced obtained through completion of pre-apprentice vocational training or equivalent.

Specialized Abilities and Skills:

- Aptitude to learn and develop the skills and abilities of the trade in which they are indentured, through the assimilation of supervised vocational and on-the-job instruction and practice, ability to work harmoniously with other employees and to take specific direction and instruction from journeyman and/or other qualified employees they are assigned to work with, good physical condition consistent with the practice of the trade. Mobility may be a condition of employment.

Supervision Received:

- Positions in this grade are under the supervision of a Trade Supervisor, Leadhand, Mechanical Supervisor, and under the guidance of a Journeyman and/or other qualified employees in an assigned work group, are responsible for learning and developing the skills and abilities of the trade in which they are indentured.

Typical Duties:

- Include the performance of related trade tasks under supervised practice and instruction, and attendance and completion of vocational training as scheduled by the Ministry of Labour, and other such specialized training as may be scheduled by the employing Ministry.
- All employees are expected to adhere to all safety regulations at all times. The duties require outside work in all types of weather. Shift work required.

TRADE JOURNEYMAN – MECHANIC***Education and Specialized Knowledge:***

- Grade 12 or formal education consistent with requirements for entry into apprenticeship vocational training or equivalent, completion of apprenticeship vocational training for the respective trade, valid Certificate of Qualification issued by the BC Ministry of Labour or the approved equivalent for the particular trade in which the incumbent is employed, valid BC Drivers Licence being a minimum of Class 3 with air brake endorsement. Ability to read and interpret related technical information and maintain an up-to-date knowledge of the trade.

Experience:

- Completion of a registered apprenticeship in the respective trade, or training and work experience equivalent to the full apprenticeship contract term established for the particular trade.

Specialized Abilities and Skills:

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

Supervision Received:

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

Typical Duties:

- Include performing skilled journeyman level work within the scope of the trade in which they are qualified, according to standards of the corresponding trades established under the *Apprenticeship Act*, such as welding, electronics, mechanics, etc., directing the work of one or two non-trade related positions assigned to assist as required. Performing related functions consistent with the trade in which they are qualified.
- All employees are expected to adhere to all safety regulations at all times. The duties require outside work in all types of weather. Shift work required.

TRADE LEADHAND MECHANIC***Education and Specialized Knowledge:***

- Grade 12 or formal education consistent with requirements for entry into apprenticeship vocational training or equivalent, completion of apprenticeship vocational training for the respective trade, valid Certificate of Qualification issued by the BC Ministry of Labour or the approved equivalent for the particular trade in which the incumbent is employed, valid BC Drivers Licence being a minimum of Class 3 with air brake endorsement. Ability to read and interpret related technical information and maintain an up-to-date knowledge of the work involved.

Experience:

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

Specialized Abilities and Skills:

- Aptitude and capability in the performance of specific trade functions without direct trade supervision, ability to organize and schedule work assignments and related records, ability to work in conjunction with other employees and assist apprentices in learning and developing the skills of the trade, physically and mentally compatible with the work involved and able to work under the rigors of the job.

Supervision Received:

- Under direction from the Trade Supervisor or Mechanical Superintendent to perform supervisory duties as and when required.

Typical Duties:

- When assigned to work within crews where supervision is readily available, these positions are required to carry out skilled journeyman functions within the scope of the trade and directly related fields in which they are qualified along with coordinating and directing the work of trade related journeyman within a designated work group, and may also include directing the work or other non-trade positions assigned to assist in the work group and other related duties as and when required.
- All employees are expected to adhere to all safety regulations at all times. The duties require outside work in all types of weather. Shift work required.

TRADE SENIOR SUPERVISOR – MECHANIC***Education and Specialized Knowledge:***

- Secondary school graduation or formal education consistent with requirements for entry to apprenticeship vocational training or equivalent, completion of apprenticeship vocational training for the respective or directly related trade, valid Provincial Tradesman Qualification Certificate or the approved equivalent, in the applicable or related trade that the incumbent is supervising; valid BC Driver's Licence being a minimum of Class 3 with air brake endorsement. Completion of a supervisor and organizational procedures training program; ability to read and interpret related technical information and maintain an up-to-date supervisory knowledge of the designated work area.

Experience:

- Completion of a registered apprenticeship in the directly related trade, or training and work experience equivalent to the full apprenticeship contract term established for the related trade; a minimum of three (3) years journeyman work experience, two (2) years experience as a trade leadhand and two (2) years as trade supervisor, or equivalent combination. Previous experience in competitive outside work and delivery to the customer of the end product on time and within the estimate.

Specialized Abilities and Skills:

- Ability to effectively supervise assigned work projects and/or activities involving combined resources of manpower, materials and supplies; ability to meet defined production standards, quotas and costs through organization, scheduling and utilization of available resources; ability to communicate with and direct employees in the designated work group, particularly in work and/or job assignments;

ability to deal effectively with other employees, supervisors, administrators, and/or management personnel and suppliers, regarding work projects and/or requirements; ability to carry out related supervisory functions proficiently.

Supervision Received:

- Under the general direction of the Mechanical Superintendent and/or the General Manager or designate to function as a Supervisor responsible for supervising trade services being provided and/or performed to fulfil service contracts with either individuals, firms, or organizations outside the provincial government service on contract and/or fee for service basis.

Typical Duties:

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

TRADE JOURNEYMAN – AUTOBODY (PAINTER)

Education and Specialized Knowledge:

- Grade 12 or formal education consistent with requirements for entry into apprenticeship vocational training or equivalent, completion of apprenticeship vocational training for the respective trade, valid Certificate of Qualifications issued by the BC Ministry of Labour or the approved equivalent, for the particular trade in which the incumbent is employed, valid BC Driver's Licence of the appropriate class required to carry out trade related functions, ability to read and interpret related technical information and Maintain an up-to-date knowledge of the trade.

Experience:

- Completion of a registered apprenticeship in the respective trade, or training and work experience equivalent to the full apprenticeship contract term established for the particular trade.

Specialized Abilities and Skills:

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

Supervision Received:

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

Typical Duties:

- Include performing skilled journeyman level work within the scope of the trade in which they are qualified, according to standards of the corresponding trades established under the *Apprenticeship Act*, sandblasting, vehicle preparation, painting etc., directing the work of one or two non-trade related positions assigned to assist as required performing related functions consistent with the trade in which they are qualified. Other related duties as and when required.
- All employees are expected to adhere to all safety regulations at all times. The duties require outside work in all types of weather. Shift work required.

TRADE LEADHAND – AUTOBODY***Education and Specialized Knowledge:***

- Grade 12 or formal education consistent with requirements for entry into apprenticeship vocational training or equivalent, completion of apprenticeship vocational training for the respective trade, valid Certificate of Qualification issued by the BC Ministry of Labour or the approved equivalent, for the particular trade in which the incumbent is employed, valid BC Driver's Licence of the appropriate class required to carry out trade related functions, ability to read and interpret related technical information and Maintain an up-to-date knowledge of the work involved.

Experience:

- Completion of a registered apprenticeship in the respective trade, or training and work experience equivalent to the full apprenticeship contract term established for the particular trade, a minimum of three years journeyman work experience or equivalent, some experience in organizing and scheduling of work and/or job requirements, maintain related records and coordinating the work of other employees.

Specialized Abilities and Skills:

- Aptitude and capability in the performance of specific trade functions without direct trade supervision, ability to organize and schedule work assignments and related records, ability to work in conjunction with other employees and assist apprentices in learning and developing the skills of the trade, physically and mentally compatible with the work involved and able to work under the rigors of the job.

Supervision Received:

- Under the direction from the Trade Supervisor or Mechanical Superintendent to perform supervisory duties as and when required.

Typical Duties:

- When assigned to work within crews where supervision is readily available, these positions are required to carry out skilled journeyman functions within the scope of the trade and directly related fields in which they are qualified along with coordinating and directing the work of trade related journeymen within a designated work group, and may also include directing the work of other non-trade positions assigned to assist in the work group. Other related duties as and when required.
- All employees are expected to adhere to all safety regulations at all times. The duties require outside work in all types of weather. Shift work required.

TRADE SUPERVISOR – AUTOBODY***Education and Specialized Knowledge:***

- Grade 12 or formal education consistent with requirements for entry into apprenticeship vocational training or equivalent, completion of apprenticeship vocational training for the respective or directly related trade, valid Certificate of Qualification issued by the BC Ministry of Labour or the approved equivalent, in the applicable or related trade that the incumbent is supervising, valid BC Driver's Licence for the appropriate class required to carry out trade related functions, completion of a supervisory and organizational procedures training program, ability to read and interpret related technical information and Maintain an up-to-date supervisory knowledge of the designated work area.

Experience:

- Completion of a registered apprenticeship in the directly related trade, or training and work experience equivalent to the full apprenticeship contract term established for the related trade, a minimum of three (3) years journeyman work experience and two (2) years experience as a trade leadhand or equivalent combination. Preferably previous experience in competitive outside work and delivery to customer of the end product on time and within the estimate

Specialized Abilities and Skills:

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

Supervision Received:

- Under the general direction from the Mechanical Superintendent and/or General Manager to designate to supervise all predominately trades personnel involved in autobody related duties.

Typical Duties:

- Include to organize, schedule, assign and coordinate the work of an assigned crew of employees in conjunction with other resources, to organize and reassign job functions and resources according to work progress and/or priorities, to ensure established work standards of quality and quantity along with completion schedules of designated work and/or projects of assigned crew, to ensure corresponding resource materials, supplies, and or replacements are maintained for assigned crew, to ensure related work records and reports concerning work and/or project costs, progress etc., are maintained for assigned crew, to provide and/or arrange work related instruction for employees within the assigned crew, along with the assessment of individual employee progress, and development of abilities for further and or additional training such as; manufacturer/dealer course,

and/or in house facilities, to complete employee appraisals and provide corresponding guidance for employees to meet established work and performance standards, to recommend promotions, transfers, demotions, disciplinary and or other appropriate action as applicable and implement approved action in conjunction with immediate supervisor or other designated officials, to carry out and/or participate in the screening and selection of new employees, and/or promotion of employees, to or within the assigned work crew, to carry out and/or participate in the initial planning, programming and estimating of resources and related costs required to accomplish and complete scheduled work and/or projects within budget in accordance with related standards and management direction to carry out such functions as reviewing management reports and either implementing or preparing for correction action and ensuring that corresponding fiscal control is maintained, to carry out field and/or job site inspections and ensure work progress, materials and/or other requirements are maintained. To procure outside work where applicable.

- Duties include related functions consistent with the trade in which they are qualified.
- All employees are expected to adhere to all safety regulations at all times. The duties require outside work in all types of weather. Shift work required.

TRADE SENIOR SUPERVISOR - AUTOBODY

Education and Specialized Knowledge:

- Grade 12 or formal education consistent with requirements for entry into apprenticeship vocational training or equivalent, completion of apprenticeship vocational training for the respective or directly related trade, valid Certificate of Qualification issued by the BC Ministry of Labour or the approved equivalent, in the applicable or related trade that the incumbent is supervising, valid BC Driver's licence for the appropriate class required to carry out trade related functions, completion of a supervisory and organizational procedures training program, ability to read and interpret related technical information and maintain an up-to-date supervisory knowledge of the designated work area.

Experience:

- Completion of a registered apprenticeship in the directly related trade, or training and work experience equivalent to the full apprenticeship contract term established for the related trade, a minimum of three (3) years journeyman work experience and two (2) years experience as a trade leadhand and/or two (2) years as trades Supervisor, equivalent combination. Preferably previous experience in competitive outside work and delivery to customer of the end product on time and within the estimate.

Specialized Abilities and Skills:

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

Supervision Received:

- Under the general direction from the Mechanical Superintendent and/or General Manager or designate to function as a Supervisor of all predominately trades personnel involved in autobody related duties.

Typical Duties:

- Include to organize, schedule, assign and coordinate the work of an assigned crew of employees in conjunction with other resources, to organize and reassign job functions and resources according to work progress and/or priorities, to ensure established work standards of quality and quantity along with completion schedules of designated work and/or projects of assigned crew, to ensure corresponding resource materials, supplies, and/or replacements are maintained for assigned crew, to provide and/or arrange work related instruction for employees within the assigned crew, along with the assessment of individual employee progress, and development of abilities for further and/or additional training such as; manufacturer/dealer course, and/or in-house facilities, to complete employee appraisals and provide corresponding guidance for employees to meet established work and performance standards, to recommend promotions transfers, demotions, disciplinary and/or other appropriate action as applicable and implement approved action in conjunction with immediate supervisor or other designated officials, to carry out and/or participate in the screening and selection of new employees, and/or promotion of employees, to or within the assigned work crew, to carry out and/or participate in the initial planning, programming and estimating of resources and related costs required to accomplish and complete scheduled work and/or projects within budget in accordance with related standards and management direction to carry out such functions as reviewing management reports and either implementing or preparing for correction actions and ensuring that corresponding fiscal control is maintained, to carry out field and/or job site inspections and ensure work progress, materials and/or other requirements are maintained. To work at procuring outside work sufficient to meet company revenue targets.
- Duties include related functions consistent with the trade in which they are qualified.
- All employees are expected to adhere to all safety regulations at all times. The duties require outside work in all types of weather. Shift work required.

TRADE JOURNEYMAN/WAREHOUSEPERSON***Education and Specialized Knowledge:***

- Grade 12 or formal education consistent with requirements for entry into apprenticeship vocational training or equivalent, completion of apprenticeship vocational training for the respective trade, valid Certificate of Qualifications issued by the BC Ministry of Labour or the approved equivalent, for the particular trade in which the incumbent is employed, valid BC Drivers Licence of the appropriate class required to carry out trade related functions, some training in basic supervisory and organizational procedures, ability to read and interpret related technical information and maintain an up-to-date knowledge of the work involved.

Experience:

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

Specialized Abilities and Skills:

- Aptitude and capability in the performance of trade functions without direct trade supervision, ability to organize and schedule work assignments and related records, ability to work in conjunction with other employees and assist apprentices in learning and developing the skills of the trade, physically and mentally compatible with the work involved and able to work under the rigors of the job.

Supervision Received:

- Under the limited supervision of the Trade Supervisor, Mechanical Manager, and/or the General Manager or designate to maintain a stock and inventory of mechanical parts used in servicing, maintaining, and repairing equipment, and other materials used for road and bridge maintenance and all types of construction. Other related duties as and when required.

Typical Duties:

- Assigned to work individually in locations on a continuous basis where supervision is not directly available, and where a degree of independent judgement and action is required in carrying out skilled journeyman functions within the scope of the trade and directly related fields in which they are qualified, periodically coordinating and directing the work of trade related journeymen and/or other non-trade related positions assigned to work in the same location as required.
- Duties include related work consistent with the trade in which they are qualified.
- All employees are expected to adhere to all safety regulations at all times. The duties require outside work in all types of weather. Shift work required.

TRADE SUPERVISOR – WAREHOUSEPERSON***Education and Specialized Knowledge:***

- Grade 12 or formal education consistent with requirements for entry into apprenticeship vocational training or equivalent completion of apprenticeship vocational training in the respective or directly related trade, valid Certificate of Qualifications issued by the BC Ministry of Labour or the approved equivalent, in the applicable or related trade that the incumbent is supervising, valid BC drivers licence for the appropriate class required to carry out trade related functions, completion of a supervisory and organizational procedures training program, ability to read and interpret related technical information and maintain an up-to-date supervisory knowledge of the designated work area.

Experience:

- Completion of a registered apprenticeship in the directly related trade, or training and work experience equivalent to the full apprenticeship contract term established for the related trade, a minimum of three (3) years Journeyman work experience, two (2) years experience as a trade leadhand or equivalent combination.

Specialized Abilities and Skills:

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

Supervision Received:

- Under the direction of the Mechanical Superintendent and/or the General Manager or designate to assist with the supervision of predominately trades people involved in maintaining stock and inventory parts and other materials used for road and bridge maintenance, and all types of construction. Other related duties as and when required.

Typical Duties:

- Include to organize, schedule, assign and coordinate the work of an assigned crew of employees in conjunction with other resources, to organize and reassign job functions and resources according to work progress and/or priorities, to ensure established work standards of quality and quantity along with completion schedules of designated work and/or projects of assigned crew, to ensure corresponding resource materials, supplies, and/or replacements are maintained for assigned crew, to ensure related work records and reports concerning work and/or projects costs, progress, etc., are maintained for assigned crew, to provide and/or arrange work-related instruction for employees within the assigned crew, along with the assessment of individual employee progress, and development of abilities for further and/or additional training such as manufacturer/dealer courses, and/or in-house facilities, to complete employee appraisals and provide corresponding guidance for employees to meet established work and performance standards, to recommend promotions, transfers, demotions, disciplinary and/or other appropriate action as applicable and implement approved action in conjunction with immediate supervisor or other designated officials, to carry out and/or participate in the screening and selection of new employees and/or promotion of employees to or within the assigned work crew, to carry out and/or participate in the initial planning, programming and estimating of resources and related costs required to accomplish and complete scheduled work and/or projects within budget in accordance with related standards and management direction to carry out such functions as reviewing management reports and either implementing or preparing for corrective action and ensuring that corresponding fiscal control is maintained, to carry out field and/or job site inspections and ensure work progress, materials and/or other requirements are maintained. Maintaining stock and inventory control on all parts and materials required for road and bridge maintenance and all types of construction.
- Duties include related functions consistent with the trade in which they are qualified.
- All employees are expected to adhere to all safety regulations at all times. The duties require outside work in all types of weather. Shift work required.

TRADE JOURNEYMAN - BRIDGE WORKER***Education and Specialized Knowledge:***

- Grade 12 or formal education consistent with requirement for entry into apprenticeship vocational training or equivalent, completion of apprenticeship vocational training for the respective trade, valid Certificate of Qualifications issued by the BC Ministry of Labour or the approved equivalent, for the particular trade in which the incumbent is employed, valid BC drivers licence of the appropriate class required to carry out trade related functions, ability to read and interpret related technical information and maintain and up-to-date knowledge of the trade.

Experience:

- Completion of a registered apprenticeship in the respective trade, or training and work experience equivalent to the full apprenticeship contract term established for the particular trade.

Specialized Abilities and Skills:

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

Supervision Received:

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

Typical Duties:

- Include performing skilled journeyman level work within the scope of the trade in which they are qualified, according to standards of the corresponding trade established under the *Apprenticeship Act*, such as carpentry, use of concrete, work on wooden structures, etc., directing the work of one or two non-trade related positions assigned to assist as required performing related functions consistent with the trade in which they are qualified. Other related duties as and when required.
- All employees are expected to adhere to all safety regulations at all times. The duties require outside work in all types of weather. Shift work required.

TRADE LEADHAND – BRIDGEWORKER***Education and Specialized Knowledge:***

- Grade 12 or formal education consistent with requirements for entry into apprenticeship vocational training or equivalent, completion of apprenticeship vocational training for the respective trade, valid Certificate of Qualifications issued by the BC Ministry of Labour or the approved equivalent, for the particular trade in which the incumbent is employed, valid BC drivers licence being a minimum of a Class 3 with air brake endorsement. Ability to read and interpret related technical information and maintain and up-to-date knowledge of the work involved.

Experience:

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

Specialized Abilities and Skills:

- Aptitude and capability in the performance of specific trade functions without direct trade supervision, ability to organize and schedule work assignments and related records, ability to work in conjunction with other employees and assist apprentices in learning and developing the skills of the trade, physically and mentally compatible with the work involved and able to work under the rigors of the job.

Supervision Received:

- Under direction from the Trade Supervisor and the General Manager or designate to perform supervisory duties as and when required.

Typical Duties:

- When assigned to work within crews where supervision is readily available, these positions are required to carry out skilled journeyman functions within the scope of the trade and directly related fields in which they are qualified along with coordinating and directing the work of trade related journeymen within a designated work group and may also include directing the work of other non-trade positions assigned to assist in the work group. Other related duties as and when required.
- All employees are expected to adhere to all safety regulations at all times. The duties require outside work in all types of weather. Shift work required.

TRADE SUPERVISOR – BRIDGEWORKER***Education and Specialized Knowledge:***

- Grade 12 or formal education consistent with requirements for entry into apprenticeship vocational training or equivalent, completion of apprenticeship vocational training for the respective trade, valid Certificate of Qualifications issued by the BC Ministry of Labour or the approved equivalent, for the

particular trade that the incumbent is supervising, valid BC drivers licence being a minimum of a Class 3 with air brake endorsement. Completion of a supervisory and organizational procedures training program, ability to read and interpret related technical information and maintain and up-to-date supervisory knowledge of the designated work area.

Experience:

- Completion of a registered apprenticeship in the directly related trade, or training and work experience equivalent to the full apprenticeship contract term established for the related trade, a minimum of three (3) years journeyman work experience and two (2) years experience as a trade leadhand or equivalent combination. Preferably previous experience in competitive outside work and project completion on time and within budget.

Specialized Abilities and Skills:

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

Supervision Received:

- Under the general direction of the General Manager or designate to supervise all predominantly trades personnel involved in road and bridge maintenance, and all outside work projects.

Typical Duties:

- Include to organize, schedule, assign and coordinate the work of an assigned crew of employees in conjunction with other resources, to organize and reassign job functions and resources according to work progress and/or priorities, to ensure established work standards of quality and quantity along with completion schedules of designated work and/or projects of assigned crew, to ensure corresponding resource materials, supplies, and/or replacements are maintained for assigned crew, to ensure related work records and reports concerning work and/or project costs, progress, etc., are maintained for assigned crew, to provide and/or arrange work-related instruction for employees within the assigned crew, along with the assessment of individual employee progress, and development of abilities for further and/or additional training such as manufacturers/dealer courses, and/or in-house facilities, to complete employee appraisals and provide corresponding guidance for employees to meet established work and performance standards, to recommend promotions, transfers, demotions, disciplinary and/or other appropriate action as applicable and implement approved action in conjunction with immediate supervisor or other designated officials, to carry out and/or participate in the screening and selection of new employees and/or promotion of employees to or within the assigned work crew, to carry out and/or participate in the initial planning, programming and estimating of resources and related costs required to accomplish and complete scheduled work and/or projects within budget in accordance with related standards and management direction to carry out such functions as reviewing management reports and either implementing or preparing for corrective action and ensuring that corresponding fiscal control is maintained, to carry out field and/or job site inspections and ensure work progress, materials and/or other requirements are maintained. To procure outside work when applicable.
- Duties include related functions consistent with the trade in which they are qualified.
- All employees are expected to adhere to all safety regulations at all times. The duties require outside work in all types of weather. Shift work required.

ROADS SUPERVISOR I

Typical Duties:

- Under the general direction of the Roads Superintendent and/or the General Manager or designate and to be responsible for the direction and supervision of a crew consisting of 3 to 5 crew members, excluding flagpersons, carrying out routine maintenance or minor construction of roads.

Duties Include:

- Operating equipment, as and when required.
- Reporting on the ability of employees to operate equipment and perform preventative maintenance on the same.
- Working full-time with the crew and remaining with them on the job unless otherwise instructed.
- Ensuring that properly prepared time sheets and work reporting are submitted daily.
- Keeping a brief, concise diary of inspections and employee relations at all times.
- Settling employee grievances and, where no solution is reached, referring same to the Roads Superintendent.
- Exercising initiative in organizing and expediting emergency work and maintenance when execution of such work is required promptly.
- Training position for first year Winter Shift Foreman/or substitution for Winter Relief Supervision.

Basic Qualifications:

- Hold a corresponding and valid BC drivers licence (Class 3 with Air Brake Endorsement).
- Several years experience in highway maintenance as a Machine Operator or an acting Road Foreman 1.
- Successful completion of Grade 12 or equivalent.
- Ability to carry out supervisory functions proficiently.

Other Qualifications:

- Knowledge of the Equipment Preventative Maintenance System.
- Maintain neat and accurate records.
- A good knowledge of the geographical contract area involved.
- A good knowledge of road and bridge maintenance procedures and the proper use of equipment.
- A distinct understanding of the importance of good public and employee relations.
- Ability to follow instructions intelligently and promptly.
- A high degree of tact in meeting, dealing and cooperating with the general public and government officials.
- Ability to supervise.
- Ability to operate equipment and preferably to be capable of operating any maintenance equipment in use by Yellowhead Road & Bridge (Fort George).
- Must have initiative and ability to function without direct supervision.
- Possession of a recognized Level 1, First Aid Certificate or be able to obtain one within 90 days.
- A good knowledge of Road Maintenance Standards in written form.
- All employees are expected to adhere to all safety regulations at all times. The duties require outside work in all types of weather. Shift work required.

ROADS SUPERVISOR II

Typical Duties:

- Under the general direction of the Roads Superintendent and/or the General Manager or designate and to be responsible for the direction and supervision of a crew consisting of up to nine (9) crew members, excluding flagpersons, carrying out routine maintenance or minor construction of roads.

Duties Include:

- Operating equipment, as and when required.
- Reporting on the ability of employees to operate equipment and perform preventative maintenance on the same.
- Working full-time with the crew and remaining with them on the job unless otherwise instructed.
- Ensuring that properly prepared time sheets and work reporting are submitted daily.
- Keeping a brief, concise diary of inspections and employee relations at all times.
- Settling employee grievances, and, where no solution is reached, referring same to the Roads Superintendent.
- Exercising initiative in organizing and expediting emergency work and maintenance when execution of such work is required promptly.

Basic Qualifications:

- Hold a corresponding and valid BC drivers licence (Class 3 with Air Brake Endorsement).
- Several years experience in highway maintenance as a Machine Operator and supervisor experience.
- Successful completion of Grade 12 or equivalent.
- Several years experience in a supervisory position and an ability to carry out supervisory functions proficiently.
- Completion of a supervisory and organizational procedures training program.

Other Qualifications:

- Maintain neat and accurate records.
- A good knowledge of the geographic contract area.
- A good knowledge of road and bridge maintenance procedures and the proper use of equipment.
- A distinct understanding of the importance of good public and employee relations.
- Ability to follow instructions intelligently and promptly.
- A high degree of tact in meeting, dealing and cooperating with the general public and government officials.
- Ability to supervise.
- Understand and implement company policies at all times.
- Ability to operate equipment and preferably to be capable of operating any maintenance equipment in use by Yellowhead Road & Bridge (Fort George).
- Must have initiative and ability to function without direction supervision.
- Possession of a recognized Level 1, First Aid Certificate or be able to obtain one within 90 days.
- A good knowledge of Road Maintenance Standards in written form.
- A good knowledge of the preventative maintenance system.

- Ability to perform and supervise Annual Plan and Outside Work projects as and when required under supervision of the Area Roads Superintendent or his/her designate.
- All employees are expected to adhere to all safety regulations at all times. The duties require outside work in all types of weather. Shift work required.

ROADS SUPERVISOR III

Typical Duties:

- Under the general direction of the Roads Superintendent and/or the General Manager or designate and to be responsible for the direction and supervision of Junior Foremen and all crews carrying out routine maintenance or minor construction of roads and bridges.

Duties Include:

- Operating equipment, as and when required.
- Reporting on the ability of employees to operate equipment and perform preventative maintenance on the same.
- When required working full-time with the crew and remaining with them on the job unless otherwise instructed.
- Ensuring that properly prepared time sheets and work reporting are submitted daily.
- Keeping a brief, concise diary of inspections and employee relations at all times.
- Settling employee grievances, and, where no solution is reached, referring same to the Roads Superintendent.
- Exercising initiative in organizing and expediting emergency work and maintenance when execution of such work is required promptly.
- Ensuring that employees are working proper hours and work production is maintained to a high standard.
- Substitution for the Roads Superintendent in the Prince George area only.

Basic Qualifications:

- Hold a corresponding and valid BC drivers licence (Class 3 (preferably Class 1) with Air Brake Endorsement).
- Several years experience in highway maintenance.
- An ability to carry out supervisory functions proficiently.
- Several years of supervisory experience.
- Successful completion of Grade 12 or equivalent.
- Completion of supervisory and organizational procedures training program.

Other Qualifications:

- Knowledge of the Equipment Preventative Maintenance System.
- Maintain neat and accurate records.
- A good knowledge of the geographic contract area.
- Proficient knowledge of road and bridge maintenance procedures and the proper use of equipment.
- Implement and maintain good employee and public relations at all times.
- Ability to coordinate and manage all Routine Maintenance, Annual Plan, and Outside Work projects, and maintain accurate costing and work reporting records of same as required.

- Understand and implement all Company policies at all times.
- A high degree of tact in meeting, dealing and cooperating with the general public and government officials.
- Ability to supervise all Junior Foremen and crews.
- Ability to operate any maintenance equipment in use by Yellowhead Road & Bridge (Fort George).
- Must have initiative and ability to function without direction supervision.
- Possession of a recognized Level 1, First Aid Certificate or be able to obtain one within 90 days.
- A good knowledge of Road Maintenance Standards in written form.
- A complete understanding of all Annual Plan activities, as well as the ability to report and cost the same.
- A good understanding and working knowledge of the Company's Hired Equipment Policies and Procedures.
- All employees are expected to adhere to all safety regulations at all times. The duties require outside work in all types of weather. Shift work required.

ROADS SUPERVISOR IV

Typical Duties:

- Under the general direction of the Roads Superintendent and/or the General Manager or designate and to be responsible for the direction and supervision of Junior Foremen and all crews and Annual Plan, Outside Work or minor construction of roads and bridges. Responsible for all Quality Control within the contractual requirements of Yellowhead Road & Bridge (Fort George), and the Ministry of Transportation and Highways.

Duties Include:

- Operating equipment, as and when required.
- Reporting on the ability of employees to operate equipment and perform preventative maintenance on the same.
- When required working full-time with the crew and remaining with them on the job unless otherwise instructed.
- Ensuring that properly prepared daily time sheets are submitted.
- Keeping a brief, concise diary of inspections and employee relations at all times.
- Settling employee grievances, and, where no solution is reached, referring same to the Roads Superintendent.
- Exercising initiative in organizing and expediting emergency work and maintenance when execution of such work is required promptly.
- Ensuring that employees are working proper hours and work production is maintained to a high standard.

Basic Qualifications:

- Hold a corresponding and valid BC drivers licence (Class 3 (preferably Class 1) with Air Brake Endorsement).
- Several years experience in highway maintenance and/or good working knowledge of same.
- Several years of supervisory experience.
- Successful completion of Grade 12 or equivalent.
- Completion of supervisory and organizational procedures training program.

Other Qualifications:

- Knowledge of the Equipment Preventative Maintenance System.
- Maintain neat and accurate records.
- A good knowledge of the geographic contract area.
- Proficient knowledge of road and bridge maintenance procedures and the proper use of equipment.
- Implementing and maintaining good employee and public relations at all times.
- Ability to coordinate and manage all Routine Maintenance, Annual Plan, and Outside Work projects, and maintain accurate costing and work reporting records of same as required.
- Excellent understanding and implementation of all Company polices at all times.
- A high degree of tact in meeting, dealing and cooperating with the general public and government officials.
- Ability to supervise all Junior Foremen and crews.
- Ability to operate any maintenance equipment in use by Yellowhead Road & Bridge (Fort George).
- Must have initiative and ability to function without direction supervision.
- Possession of a recognized Level 1, First Aid Certificate or be able to obtain one within 90 days.
- An excellent working knowledge of all Road Maintenance Standards related to their proposed methods, production standards, quantity and quality expectations.
- A complete understanding of all Annual Plan activities, as well as the ability to report and cost the same.
- A proficient understanding and working knowledge of the Company's Hired Equipment Policies and Procedures.
- A complete understanding of Yellowhead Road & Bridge (Fort George), Quality Control Program.
- Reporting directly to the General Manager or designate all recognized deficiencies in quality and/or quantity of all work being performed in the field.
- All employees are expected to adhere to all safety regulations at all times. The duties require outside work in all types of weather. Shift work required.

VOLUNTARY DEPARTURE PROGRAM**In accordance with the attached letter:**

The Employer continues to offer a Voluntary Departure Program (V.D.P.) based on the following criteria:

1. The Employee requests, in writing to the Employer, to be part of the V.D.P, prior to the end of this Collective Agreement.
2. The Employer has the right to refuse applications.
3. The formula is two thousand dollars (\$2000) per full year with a maximum of ten (10) years.
4. The ability to participate in the V.D.P. will be open to all employees until the end of the current Collective Agreement on October 27, 2011.
5. Further details about this program are outlined in the attached letter from the initial V.D.P. offering in 2002.
6. Any difficulties arising out of the V.D.P. will be sent to the bargaining Principals to be resolved.

FIELD (FIRST NAME) FIELD(INITIAL) FIELD(LAST NAME)
FIELD(ADDRESS)

Dear FIELD (USUAL FIRST NAME):

TO: ALL REGULAR EMPLOYEES
YELLOWHEAD ROAD & BRIDGE (FORT GEORGE) LTD.

As you are no doubt aware, the Ministry of Transportation recently required all Maintenance contractors to re-negotiate their Collective Agreements in order to achieve both increased labour flexibility as well as significant cost savings.

While this has not been a painless process, we have endeavoured to achieve the cost savings in ways that attempt to minimize the negative impact of the required changes.

We were fortunate that here in Yellowhead Road & Bridge (Fort George) Ltd. we will be able to change the hours of work from 35 hours/week to 37.5 hours/week effective May 24, 2004, without changing weekly pay, thus avoiding a decrease in take-home pay. A decrease in wages would have been inevitable had we not been able to implement this change.

In order to prepare for that change, which will result in the Company requiring fewer employees, we are again attempting to minimize the negative impact of layoffs by offering a "*Voluntary Departure Program*" or "*VDP*" in order to encourage regular employees to leave the work force.

Under the VDP, regular employees who resign prior to October 27, 2002, will receive a lump sum payment of \$2,000 per full year of service with YRB and Argo up to a maximum of \$20,000. Please be aware, however, that YRB has retained the right to refuse any individual application for the VDP.

This payment will not be subject to either CPP or EI deductions, but will be subject to income tax unless it is rolled into your RRSP. This RRSP option is available to all employees, regardless of age, at the rate of \$2,000 for each calendar year of service prior to 1996 (Argo, YRB (Prince George) and Ministry of Highways employment can be counted as well). Should your pre-1996 service be insufficient to capture the full VDP payment, it may be possible to still transfer that remaining portion of the VDP payment into your RRSP if you have sufficient room in your RRSP deduction limit as detailed on your individual "*Notice of Assessment*" that you received from Revenue Canada.

In addition to the VDP payment outline above, if you are over 55 years of age on your date of resignation, you may be eligible to receive additional payment in accordance with the following articles of the Collective Agreement.

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Article 27.15 – Retirement Allowance

- (a) Upon retirement from service, an employee who has completed twenty (20) years of continuous service, and who under the provisions of the *Pension (Public Service) Act* or Union Pension Plan is entitled to receive a superannuation allowance on retirement, is entitled to an amount equal to his/her salary for one (1) month, and for each full year of service exceeding twenty (20) years but not exceeding thirty (3) years, is entitled to an additional amount equal to one-fifth (1/5) of his/her monthly salary.
- (b) For the purposes of this Article, one month's salary is:

$$\frac{\text{Biweekly Rate} \times 26.089992857}{12}$$

Appendix 2 – Part 1 – Clause 1.2(c)

Employees may bank, at year end, one quarter (1/4) of a day for each of the first six (6) days sick leave not taken during the calendar year. This banked sick leave can be used to supplement any future sick leave under this plan. The total remaining accumulation will be paid out a retirement.

Article 18.9 – Vacation Leave on Retirement

An employee scheduled to retire and to receive a pension from the BCGEU Pension Fund, or who has reached the mandatory retiring age, shall be granted full vacation entitlement for the final calendar year of service.

Please note that any unused holidays at the time of retirement will be paid out as a lump sum.

Please be aware that all the RRSP options described above in relation to the VDP payment are also available for any payments under any of the above collective agreement articles, except that payment for unused holidays cannot be rolled into an RRSP.

Should you be interested in learning how all these various options relate to your situation, please contact either Kevin Higgins at 250-614-7600 or for specific information regarding dollar amounts you are eligible for, as well as some retirement advice, Gladys Scheck at the head Office in Prince George at 250-651-9300.

Should you decide to opt for the VDP, you must advise the Company in writing by October 4, 2002, so that we have ample time to arrange for a replacement prior to winter. I would encourage you to seek clarification if there is any question in your mind regarding this offer, and should you wish to contact me directly, I would be happy to discuss this with you. I am available at 250-561-9300.

Sincerely,

R. E. Harrison, P. Eng.
President

REH/cp

**LETTER OF AGREEMENT
RE: MODIFIED SUCCESSORSHIP**

BY & BETWEEN:

YELLOWHEAD ROAD & BRIDGE (FORT GEORGE) LTD.

(the Employer)

AND:

B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION

(the Union)

1. The parties agree that the Employer has a need to reduce its regular staff in order to meet the manpower requirements of the extended hours of work (35 hours - 37½ hours/week) which has been agreed to be implemented May 24, 2004.

The parties agreed that the preferred methods of achieving the above mentioned reductions is through both attrition and two offerings of a Voluntary Departure Program, as outlined below. It is the Employer's intention to reduce the workforce through the laying off of regular employees only as a last resort.

Further, it is not the Employer's intention to lay off additional regulars subsequent to the workforce reduction outlined above solely for the purpose of replacing said regular employees with lower cost part-time employees.

It is also envisioned that any further layoffs would be a result of the Ministry of Transportation reducing the work required under the Maintenance Contract.

2. Effective August 21, 2002 or thereabouts the Employer will offer a Voluntary Departure Program (VDP) of \$2,000 for each full year of employment with a maximum of ten years. Those employees who have their application for a VDP accepted will leave the Employer by October 26, 2002.

Signed this 31st day of July, 2002.