

as provided herein. Either Party may at any times within four (4) months immediately preceding the day of expiry of the Agreement by written notice require the other Party to the Agreement to commence collective bargaining.

The operation of Section 50 of the Labour Relations Code as amended, is hereby excluded.

Article 1.02

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, such invalidation or such part or portion of this Agreement shall not invalidate the remaining portions hereof and such remaining portions shall continue in full force and effect. The Parties shall thereupon seek to negotiate substitute provisions which are in conformity with the applicable laws.

Article 1.03

Any amendments or substitution as aforementioned shall be reduced to writing stating the effective date and duration thereof, and be executed by the Parties hereto in the same manner as this Agreement.

Article 1.04

Should it become necessary during the life of this Agreement to introduce in any phase of the operation, any new class of work within the scope of this Agreement, the job classification and its associated rate shall be discussed and agreed upon prior to introduction. Should the Parties fail to reach agreement, the matter shall be submitted to Arbitration in accordance with Article 4.02 herein.

Article 1.05

Wherever the singular or masculine is used in this Agreement, the same shall be construed as meaning the plural or the feminine, where the content of the Parties here so agree.

**ARTICLE 2 - UNION RECOGNITION AND WORK JURISDICTION - CHECKOFF
LOCAL UNION DUES AND FEES - COMPANY AND UNION
RELATIONS**

Article 2.01

For the purpose of collective bargaining with respect to rates of pay, wages and other conditions of employment, the Company recognizes the Local Union as the exclusive representative of those employees coming under the jurisdiction of the Local Union.

Article 2.02

All employees covered by this Agreement shall sign a Union Dues Deduction Authorization Card that shall be provided by the Employer on behalf of the Local Union. Upon completion of a probationary period, employees shall apply for membership and if accepted shall become members and remain in good standing of the Brotherhood while employed in any capacity

covered by this Agreement.

Article 2.03

Upon engagement, employees will be advised that as a condition of employment they are required to execute an assignment of dues to the Local Union. The Employer will honour assignment for union dues (including Per Capita) and fees and remit the fees and dues to the Financial Secretary of Local Union 258 within fifteen (15) days, but not later than thirty (30) days from each pay day, stating the employee's name, rate, dues assessment and month deducted. During layoff, Leave of Absence, illness or any other absences from work, employees will be responsible for submitting their own dues to Local 258.

Article 2.04

It is agreed that no part of this Agreement is to be interpreted as requiring members of the Local Union to work behind a legal picket line where a strike, lockout or other conditions detrimental to the interest of the Local Union prevail.

Article 2.05

The Parties agree that there will not be a strike or lockout during the life of this Agreement.

Article 2.06

Representatives of the Local Union may, with permission from the Company, have access to that portion of the Company's operations where Local Union members are employed. Such permission shall not be unreasonably withheld.

Article 2.07

Subject to the provision of this Agreement, the management, direction, promotion and discipline of the working force is vested exclusively in the Employer. Where discipline is imposed by the Employer, the Local Union will be advised.

ARTICLE 3 - SHOP STEWARDS

Article 3.01

The Brotherhood shall appoint a Shop Steward or Stewards at each location considered necessary. The Brotherhood shall notify the local management of the Employer as to the names and locations of each Steward. The Employer shall likewise notify the Brotherhood as to the names and locations of each supervisor.

Article 3.02

Stewards shall report to their immediate supervisors and request permission to leave the job before leaving work to conduct Union Business which shall consist solely of the investigation of complaints that may lead to grievances, or to handle the adjustment thereof, or to attend at any meeting with representatives of the Company or such other Union Business as may be authorized by the Company during working hours.

Article 3.03

The Company shall allow Stewards to conduct said business within their assigned areas of representation, unless such action would seriously interfere with operations and, in such instances, the immediate supervisor shall make arrangements for the Stewards to leave the job as soon thereafter as operations will permit.

Article 3.04

No Shop Steward, committee or employee shall be discriminated against or jeopardized in standing or suffer any loss of employment on account of membership in or legitimate activities on behalf of the Local Union.

Article 3.05

The Company shall pay employees at prevailing regular rates for Union Business conducted during their regular business hours.

ARTICLE 4 - GRIEVANCE PROCEDURE AND ARBITRATION

Article 4.01 - Definition

A grievance shall be defined as any dispute or controversy between the Company and the Union, or between the Company and one (1) or more of its employees covered by this Agreement in respect to any matters involving the interpretation, application or administration of any provision of this Agreement, any matter involving the alleged violation of this Agreement or any question as to whether any matter is grievable or arbitrable.

Article 4.02 - Time Limits

Direction for time limits for processing a grievance shall be extended for valid reason(s).

The Parties shall agree on new time limits and proceed expeditiously to resolve the grievance(s).

Article 4.03 - Grievance Steps

Step 1

An employee having a grievance shall first make an earnest effort to resolve the problem by discussing it with his/her immediate supervisor, in the presence of a Shop Steward, within three (3) working days of becoming aware of the grievance.

Step 2

If a satisfactory solution is not reached in Step 1 within three (3) working days, the grievor, with the assistance of his/her Shop Steward, will submit the grievance in writing to the Business Manager of the Union who will take the matter up with the appropriate Company official within five (5) working days of the Company's reply in Step 1.

Step 3

Failing resolution of the difference or dispute at Step 2, the matter may be referred to a Board of Arbitration constituted under the provisions of the "Arbitration Act". Arbitration proceedings may only be initiated by the grievor and must be commenced within sixty (60) calendar days after failure of settlement at Step 2. The said Board shall consist of a single Arbitrator who shall be agreed to by both Parties, or failing agreement to be appointed by a Minister of Labour at the request of the Parties to the Agreement. The decision of the Board of Arbitration shall be final and binding on both Parties. Each Party shall pay one-half (1/2) of the fees and expenses of the Board of Arbitration. The Board of Arbitration shall complete its sitting and hand down its award within thirty (30) days of its appointment, except that this time may be extended with the mutual consent of the Employer and the Local Union.

The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions thereof, and in reaching its decision it shall be bound by the terms and conditions of this Agreement.

Article 4.04

In respect to any grievance of a general nature, or safety relating to and/or the dismissal or discipline of any employee(s), the grievance procedure may be varied by commencing the grievance procedure at any appropriate stage up to and including Step 2.

ARTICLE 5 - SENIORITY, LAYOFFS AND LEAVES OF ABSENCE

Article 5.01 - Definition of Seniority

- (a) Seniority is defined as an employee's accumulated service with the Employer and will be the major consideration in determining the order of layoffs, subject to the ability to perform the remaining work, when it becomes necessary to reduce staff due to a slackness of work.
- (b) Call-Out Seniority

Senior employees shall be given jobs in accordance with the employee's seniority list as they become available for work. Once dispatched to any job, the employee shall retain such job to its end. A job shall be considered ended unless the crew or dispatcher is notified at the end of the shift that the job will continue the next day.

The dispatcher must go through the entire list before calling anyone who has been previously dispatched that day.

Anyone refusing a job without valid reason will be moved to the bottom of the callout list for that day.

Fair wage jobs known about in advance will be offered to senior employees first. If it is a regular same day call the existing callout rules will apply. No employee serving their probationary period will be considered for fair wage jobs.

Any employee refusing a dispatched job without just cause, illness, bereavement or mutual consent between Employer and employee shall not have displacement rights to said job.

Any employee who unreasonably refuses three (3) consecutive jobs from the Employer shall be placed at the bottom of the seniority list.

Article 5.02 - Probationary Period

Employees will be required to complete an initial probationary period of not more than an accumulation of thirty (30) full or part working days to determine their suitability for continuing employment. During this period they may be discharged for reasons or proven unsuitable conduct, insufficient experience or incompetence. The aforementioned shall not be applicable to former employees of the Employer who have completed a probationary period. An extension of probation may be required if the thirty (30) days are not attained in a reasonable length of time. Such extension must be agreed to by the Union.

Upon completion of an employee's probationary period, seniority shall be retroactive to the initial date of hire with the Company.

Article 5.03 - Layoffs

- (a) When there is a reduction in the work force of the Employer, the most junior employee shall be laid off first.
- (b) When an employee requests a layoff, for any reason, the said employee will not be allowed to bump a junior person upon return to work.
- (c) Maternity Leave - Maternity leave shall be granted in accordance with Part 7 of the Employment Standards Act.

Article 5.04 - Recall/Emergency Call-Out

- (a) Recall shall be conducted in reverse order of the process by which layoffs are effected. Employees on recall who unreasonably refuse three (3) consecutive employment opportunities from the Employer, shall be placed at the bottom of the Recall Seniority List.
- (b) When no Local Union 258 members are available locally for recall, or where the Employer must hire locally for a job, the Employer may employ anyone who is qualified provided they can satisfy the Union and the Employer that they are a bona fide resident of the area.
- (c) The Employer will have a stand-by list of those employees volunteering to go out on emergency calls. The most senior employee volunteering for emergency call-out will be called out first. The employees on the Call-Out List will be rotated so that all calls are distributed on a fair and equitable basis.

Article 5.05 - Seniority List

Seniority lists will be kept up to date by the Company and forwarded to the Union Hall once monthly.

Article 5.06 - Credited Seniority

- (a) Employees who are laid off and recalled to the same Company within a twelve (12) month period from the date of layoff will be credited with their former seniority held at the time of the last layoff.
- (b) Absence due to annual vacation, Workers' Compensation, Local Union Business, sickness, accident and long-term disability, will in no way reduce an employee's accumulated seniority. Should a reduction in staff occur during any of the aforementioned periods, such reductions shall be in accordance with Article 5.03.

- (c) When an employee signs off the books or takes Leave of Absence, the amount of time off shall be deducted from his/her seniority date for the purposes of Articles 5.03 and 5.04 (Layoff and Recall).
- (d) It shall be the duty of each employee to notify the Company of the reason for absence and upon request shall furnish evidence to support the absence (excluding annual vacation, Local Union Business and Workers' Compensation) and keep the Company informed of the anticipated date of return to duty. When replacement employees are required, the provisions of Article 5.04 (b) shall apply.

Article 5.07

The Company, upon receiving four (4) weeks' notice in writing from the Executive Officers of the Local Union, agrees to grant Leave of Absence without pay to not more than three (3) employees for full-time service with the Local Union. The Employer shall grant Leave of Absence without pay, but including concessions, pensions (i.e. C.P.P.) and benefits for the period covered by their Leave of Absence. The Brotherhood will pay the Employer's share of such concessions, pension(s) and benefits.

Article 5.08

The Company, upon receiving two (2) weeks' notice in writing, from the Executive Officers of the Local Union, agrees to grant Leave of Absence without pay to Local Union members for the purposes of attending to Local Union Business. Such Leaves of Absence shall not exceed three (3) in number at any one time.

Article 5.09

Upon return from accident, sickness, vacation or bereavement, the employee will be returned to the job held prior to the Leave of Absence or a similar job, if the prior job held by the employee no longer exists.

Article 5.10 - Leave of Absence

Employees requesting a Leave of Absence must do so in writing and the Employer's reply to the request will be in writing. The Employer reserves the right to refuse Leave of Absence when staffing requirements deem it not possible.

ARTICLE 6 - SAFETY PRACTICES

Article 6.01

Both the Employer and the Brotherhood hereby declare their intent to conduct a safe operation. Working practices shall be governed by the regulations of the province of British Columbia.

Article 6.02 - Safety Committee

The Employer shall adhere to the provisions of Section 4 of the Workers' Compensation Board's Industrial Health and Safety Regulations.

Article 6.03 - Safety Practices

- (a) i Employees will be responsible for the transportation and the keeping in good condition equipment items such as hard hats, vests, paddles, staff radios, signs,

stands and any other Employer-owned equipment.

- ii Employees requiring glasses must wear glasses, preferably with safety lenses instead of contact lenses while on the job site.
- iii Employees must wear proper attire consisting of pants and T-shirts minimum, at all times unless otherwise stated (W.C.B.). Essential protective clothing shall be supplied by the employee including boots, rain clothing, etc.
- iv W.C.B. approved safety footwear must be worn at all times while on the job site.
- v No employee will be allowed to work more than sixteen (16) hours in any twenty-four (24) hour period; this sixteen (16) hours to include paid meal breaks and travel time if applicable.

(b) Qualifications

- i Prior to hiring, prospective employees must have successfully completed a recognized traffic control certification course.

Employees who have not worked in the Industry in a twenty-four (24) month period must take a refresher course prior to commencing work.

- ii Employees required to operate pilot vehicles shall be properly licensed.

Article 6.04

The Employer will provide the following safety items to its employees: hard hats; vests, signs, radios, cuffs and flashlight. All equipment will be returned to the Employer in good condition upon the Employer's request.

Employees wishing to purchase their own equipment will be given the opportunity to buy them at cost from the Employer.

Article 6.05

The safety and well-being of the employees shall be considered by the Employer at all times in deciding what work is to be performed during the inclement weather such as rain, snow, icing, severe cold or electrical storms. Employees who have reported to the job site reserve the right to refuse employment during inclement weather.

Article 6.06 - On-the-Job Injury

- (a) If an employee is injured to such an extent that he/she is obliged to cease work, his/her wages will continue for the balance of the day on which he/she is injured.

- (b) The Company shall furnish adequate emergency transportation to and from the nearest suitable doctor or hospital for any employee injured or who has become seriously ill while in the Company's employ.

ARTICLE 7 - HEADQUARTERS, TRANSFERS, BOARD AND LODGING

Article 7.01

The Company will provide Board of twenty-five dollars (\$25.00) per day and Lodging when an employee cannot reasonably return to his/her place of residence at the conclusion of the working day or shift. A maximum of 100 KM radius from the main Post Office within a working day or shift would deem to be reasonable.

Mileage:

From Victoria: A flat allowance of \$15.00 will be paid if the employee travels west of Jordan River or north of the bridge at the sound end of Duncan. \$25.00 will be paid if the employee travels north of Ladysmith or to Point Renfrew.

From Duncan: A flat rate of \$15.00 if the employee travels south of Goldstream park or north of the cut-off for the new highway at the south end of Nanaimo. \$25.00 if north of Parksville.

From Nanaimo: A flat allowance of \$15.00 if the employee travels south of the forestry museum in Duncan or north of Qualicum Beach or west of Coombs. \$25.00 if south of Goldstream Park, north of Fanny Bay or West of Port Alberni.

Any employee travelling to the Islands will have their time paid from the ferry terminal at the Vancouver Island side until they return to the terminal on the Vancouver side.

Employees who reside in the immediate vicinity of the work location and elect to provide their own Board and Lodging shall receive the aforementioned allowance for each day they would receive Company-provided Board and Lodging.

Article 7.02

Employees who are required to use their vehicle for any reason other than personal transportation to and from work, shall receive an additional three dollars (\$3.00) per day for a shift of up to and including four (4) hours, or six dollars (\$6.00) per day for any shift in excess of four (4) hours. These rates shall change to three dollars and twenty cents (\$3.20) and six dollars and forty cents (\$6.40) respectively, effective December 1, 1999.

The rate for transporting and setting up arrowboards will be \$2.00/hour for the length of the agreement. Minimum \$10.00 per day.

Article 7.03

- (a) With the exception of call-out, if an employee who reports for work and on reporting to work finds no work available, shall be entitled to two (2) hours pay at his/her regular rate of pay. This payment shall not apply if, during the preceding work day, the Employer has notified the employee not to report for work on the day following.

Notwithstanding the aforementioned, it shall be the intent of the Employer to notify an employee as to work assignments for the following day prior to completion of the normal hours of work.

- (b) Call-out shall be for a minimum period of four (4) hours or four (4) hours pay, starting when the employee arrives at the work site and finishing when the employee leaves the

work site.

- (c) Straight-time wages will be paid for travel to and from any work site outside the 100 KM radius once per job.

Article 7.04

Construction camps requiring eating, sleeping, ablution, laundry and recreation facilities that are set up for employees shall generally conform to the provisions set out in the Camp Rules and Regulations covering B.C. and Yukon Territory and the Amalgamated Building and Construction Trades' Council and the Amalgamated Construction Association of B.C. as amended from time to time, with the exception that two (2) compatible persons may be assigned to a room.

ARTICLE 8 - HOURS OF WORK

Article 8.01

Eight (8) hours of work shall constitute a work day and forty (40) hours of work shall constitute a work week. Hours of work shall be Monday to Friday.

ARTICLE 9 - OVERTIME

Article 9.01

The rate of pay for overtime shall be at one-hundred and fifty percent (150%) of the regular rate for the first two (2) hours immediately after the regular shift and the first eight (8) hours on Saturdays. All other hours worked including Sundays and Statutory Holidays will be paid at two-hundred percent (200%) of the regular rate.

ARTICLE 10 - STATUTORY HOLIDAYS AND VACATIONS

Article 10.01

Statutory Holidays will be:

New Year's Day	Good Friday
Easter Monday	Victoria Day
Canada Day	B.C. Day
Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day
Boxing Day	

In addition, days in lieu of as designated by the provincial or federal governments, and any additional holiday not related to the above holidays and gazetted by the provincial or federal

governments.

In lieu of pay on the Statutory Holidays all employees shall receive 4.4% of their gross pay each pay period. This provision will commence on the completion of the probationary period.

Article 10.02

Employees on probation, first year and second year, will receive four percent (4%) of their gross wages as vacation pay. All other employees to receive six percent (6%) of their gross wages as vacation pay.

Employees with nine (9) years of service holiday pay rate will increase to 7%.

The employee may elect to take vacation pay on each cheque or at the end of each work assignment. Employees shall be granted vacation leave as per the Employment Standards Act, upon request, subject to staffing requirements. All employees hired prior to June 25, 1992 will receive six percent (6%) vacation pay.

ARTICLE 11 - PAYMENT OF WAGES

Article 11.01

- (a) Employees shall be paid not later than Friday, every two (2) weeks, by cheque.
- (b) If the regular pay day falls on a Statutory Holiday, employees will be paid on the preceding work day.
- (c) Any irresponsibility in the payment of wages will be considered sufficient cause for the Union to require weekly payments or even daily payments in cash to employees and all cheques are to be made payable at face value.

Article 11.02

The Company agrees to grant all employees covered by this Agreement, two (2) fifteen (15) minute rest periods each day, one in the morning and one in the afternoon.

Employees called upon to work overtime shall be granted a fifteen (15) minute rest period every two (2) hours while overtime lasts.

Article 11.03

When an employee works five (5) continuous hours or more he/she shall be given an unpaid one-half (1/2) hour lunch period commencing between the fourth (4th) and fifth (5th) hour of work. The Employer shall ensure a relief person is covering during this period.

Article 11.04

If an employee agrees to work through rest and/or lunch breaks because no relief is available due to unforeseen circumstances, the employee shall receive payment at overtime rates.

ARTICLE 12 - BEREAVEMENT LEAVE

Bereavement Leave of one (1) day paid at the employee's regular rate of pay (or up to three (3) days at the discretion of the Employer) shall be allowed where death has taken place in the immediate family. Immediate family shall be defined as parents, spouse, children, brothers, sisters, grandparents, common-law spouses and stepchildren of the employee. This extends only to employees with over a full year of seniority.

ARTICLE 13 - JOB DESCRIPTIONS

Employees listed below shall be fully certified by way of having successfully completed an agreed to Traffic Control and Flagging Course. Certified employees must maintain their certified status by having worked as a Flag Person within any preceding twenty-four (24) month period.

- Probationary Flag Person - An employee who has successfully completed a recognized Traffic Control and Flagging Course and has yet to complete an accumulation of thirty (30) full or part working days with the same Employer. Probationary employees must work with a fully qualified Flag Person at all times.
- Flag Person - 1st Year - An employee who has completed thirty (30) days of probation and is being trained in all aspects of flagging, including highway work and radio operation.
- Flag Person - 2nd Year - An employee who has completed their first year of flagging and is continuing to be trained.
- Qualified Flag Person - A fully qualified employee engaged in all aspects of traffic control as assigned.
- Dispatch/Flag Person - A certified Flag Person assigned the additional responsibility of dispatching of Flag Persons.

ARTICLE 14 - WAGE SCHEDULE AND NOTES

	<u>Dec. 1/97</u>	<u>Dec. 1/98</u>	<u>June 1/99</u>	<u>June 1/2000</u>
Flag Person 1st Year	8.33	8.41	8.49	8.57
Flag Person 2nd Year	9.23	9.32	9.41	9.50
Certified Flag Person	10.09	10.19	10.29	10.39
Trainer/Dispatcher/ Flag Person	10.65	10.76	10.87	10.97

(a) Any employee whose wage rate is greater than the respective rates in Article 14 at the date of signing this Collective Agreement shall have their rate protected until a negotiated rate exceeds the protected rate. This protected rate shall also be in effect if an employee is recalled in accordance with Article 5.06 herein.

(b) First Aid Premiums shall apply when an employee is designated by the Employer and in keeping with W.C.B. requirements.

- Level I - \$0.25 per hour paid
- Level II - \$0.50 per hour paid
- Level III - \$1.00 per hour paid

IN WITNESS WHEREOF, the Parties hereto have hereunto affixed their hands and seals through their respective Officers on the ___ day of _____, 1998

SIGNED ON BEHALF OF THE UNION
Local Union 258 of the International
Brotherhood of Electrical Workers

SIGNED ON BEHALF OF THE
EMPLOYER
Pacific Coast Traffic Control

JOHN E. MCGRAW
Business Manager and
Financial Secretary

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pcfcoast.agr