

FOUNTAIN VALLEY ENTERPRISES

COLLECTIVE AGREEMENT

AGREEMENT

This Agreement made and entered into on this 16th day of June, 1998.

BETWEEN:

FOUNTAIN VALLEY ENTERPRISES

(hereinafter called the “Company” and sometimes referred to as the “Employer”)

OF THE FIRST PART;

AND:

Local Union 258 of the International Brotherhood of Electrical Workers, being a trade union within the meaning of the *Labour Relations Code* and amendments thereto (hereinafter called the “Brotherhood” and sometimes referred to as “Local Union”)

OF THE SECOND PART;

The object of this Agreement is to stabilize the Flaggging Industry, provide fair and reasonable working conditions and job security for employees in the Industry.

WHEREAS the Employer and the Local Union wish to create and maintain continuing harmonious labour/management relations, therefore, in pursuance thereof, the Employer and the Brotherhood wish to make a common Collective Agreement; and

WHEREAS the Employer and the Brotherhood have carried on collective bargaining, the Employer and the Brotherhood are prepared to enter into a common Collective Agreement upon the terms and conditions herein; and

WHEREAS it is recognized that the Agreement is a contract between two parties of equal status; now

THEREFORE BE IT RESOLVED that subject to applicable legislation, the parties mutually agree as follows:

ARTICLE 1 - TERM OF AGREEMENT

Article 1.01

This Agreement shall be in full force and effect from and including March 15, 1998 and shall continue in full force and effect from year to year thereafter subject to the right of either party to this

Agreement within four (4) months immediately preceding the date March 15, 2000 or immediately preceding the anniversary date in any year thereafter, by written notice to the other party to require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement or a new Collective Agreement.

The operation of Section 50, Subsection 2 and 3 of the *Labour Relations Code* 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 subsequent 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 thereof 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 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 context or the parties here so agree.

**ARTICLE 2 - UNION RECOGNITION AND WORK JURISDICTION - CHECKOFF
LOCAL UNION DUES AND FEES - COMPANY AND LOCAL 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 and 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 no 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, directions, promotion and discipline of the working force is vested exclusively with 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 an Arbitrator constituted under the provisions of the *Labour Relations Code*. 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 Arbitrator shall be agreed to by both parties, or failing agreement, to be appointed by the Minister of Labour at the request of the parties to the Agreement. The decision of the Arbitrator shall be final and binding on both parties. Each party shall pay one-half (½) of the fees and expenses of the Arbitrator. The Arbitrator shall complete his/her sitting and hand down his/her 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.

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, (which may include the use of a vehicle) 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 seniority list of employees as they become available for work. Normally an employee will retain the job which they are dispatched to unless the Employer finds it necessary to move them to another job so that an employee being trained can experience all aspects of the job. An employee may be replaced

by any senior employee that may be out of work unless senior employees had previously refused the said job.

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.

An employee who consistently is not available for work or who refuses work from the Employer shall be placed at the bottom of the seniority list. Three (3) times is to be considered “consistently.”

Article 5.02 - Probationary Period

Employees will be required to complete an initial probationary period of an accumulation of two hundred (200) hours to determine their suitability for continuing employment. During this period they may be discharged for reasons of 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.

Upon completion of an employee’s probationary period, seniority shall be the current seniority date with the Company.

Article 5.03 - Layoffs

- (a) Where there is a reduction in the work force of the Employer, the most junior employee shall be laid off first. The senior employee has the option to bump the most junior employee, provided that they elect to take the same entitlements being received by the employee they are replacing. Except that the senior employee will be paid mileage if applicable and their own rate of pay.
- (b) When an employee requests a layoff, for any reason, the said employee will not be allowed to bump a junior employee upon return to work.

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) 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 Shop Steward as there are changes to the list.

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 of duty.

Article 5.07

The Company, upon receiving four (4) weeks' notice in writing from the Business Manager or designate of the Local Union, agree 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 Business Manager or designate of the Local Union, agrees to grant Leave of Absence without pay to Local Union members for the purpose 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 5.11- Maternity/Paternity Leave

Maternity/Paternity Leave shall be granted in accordance with Part 7 of the *Employment Standards Act*.

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 provision of Part 3 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 to and from the job site 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 by the Workers' Compensation Board. 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 time 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 The Employer will ensure that employees required to operate a pilot vehicle will be properly licensed.

Article 6.04

The Employer will provide the following safety items to its probationary employees: hard hats, vests, signs, radios, cuffs and flashlight. Employees who have completed their probationary period will provide their own hard hats, vests, cuffs and flashlights. All equipment owned by the Employer 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, if the Employer has the ability to purchase equipment at wholesale prices.

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 inclement weather such as rain, snow, icing, severe cold and 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 who has become seriously ill while in the Company's employ.

ARTICLE 7 - HEADQUARTERS, TRANSFERS AND BOARD AND LODGING

Article 7.01

The Company will provide Board of twenty-five dollars (\$25.00) per day and Lodging with a cooking unit or Board or thirty dollars (\$30.00) per day and Lodging without a cooking unit when an employee cannot reasonably return to his/her place of residence at the conclusion of the working day or shift. A maximum of three-hundred (300) kilometers round trip from wherever the Employer's equipment is picked up or three (3) hours of travel would deem to be reasonable. The employee must be working at that location the next day to collect this benefit.

Employees who elect to reside at his/her normal place of residence or wish to provide their own Board and Lodging shall be provided an allowance of twenty-five dollars (\$25.00) per day.

Article 7.02

Employees who are required to use their vehicle for any reason, other than personal transportation to and from work, shall receive ten dollars (\$10.00) per day for work within fifteen (15) kilometers of the marshaling point, from the employee's home, or from wherever the employee starts carrying signs.

Employees who are required to travel more than fifteen (15) kilometers and use their vehicle for any reason other than personal transportation to and from work, shall receive twenty-five cents (\$0.25) per kilometer for all work-related kilometers traveled in a day. The kilometers paid will be from the Company's marshaling point or from the employee's home, wherever the employee carries the signs from.

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.

Notwithstanding the aforementioned, it shall be the intent of the Employer to notify an employee as to work assignments for the following day as soon as the bookings are called to the Employer.

- (b) Call-out shall be for a minimum period of four (4) hours or four 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 beyond the 300 kilometer total, or three (3) hour round trip drive once per job.

Article 7.04

Construction camps requiring eating, sleeping, ablution, laundry and recreation facilities that are set 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 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.

When an Employer can prove that their contract pays them less than double time for work on Sundays, the Employer and employees will meet and any employees willing to work for time and one-half will be allowed to work on these jobs.

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. Employees on probation will be paid in accordance with the *Employment Standards Act*.

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.

Vacation pay will be paid in each pay period. Employees shall be granted vacation leave as per the *Employment Standards Act*, upon request subject to staffing requirements.

ARTICLE 11 - PAYMENT OF WAGES

Article 11.01

- (a) Employees shall be paid not later than Friday, every two weeks, by cheque.
- (b) If the regular 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 - Lunch Hour

When an employee works five (5) continuous hours or more he/she shall be given an unpaid one-half (½) hour lunch period normally 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 straight-time 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 and grandparents of the employee.

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 two hundred (200) hours with the same Employer. Probationary employees must work with a fully qualified Flag Persons at all times.

Flag Person - 1st Stage- An employee who has completed two hundred (200) hours of probation and is being trained in all aspects of flagging, including highway work and radio operation. Employees will be at this Stage for one-hundred (100) full or part days. A part day must be five (5) hours or more.

Flag Person - 2nd Stage - An employee who has completed their first Stage of flagging

and is continuing to be trained. Employees will be at this Stage for one-hundred (100) full or part days. A part day must be five (5) or more hours.

- 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 responsibilities of dispatching of Flag Persons.

ARTICLE 14 - WAGE SCHEDULE AND NOTES

	<u>March 15, 1998</u>
Probationary Flag Person	\$ 8.00
Flag Person - 1 st Stage	\$ 9.50
Flag Person - 2 nd Stage	\$ 10.50
Qualified Flag Person	\$ 11.50
Dispatch/Flag Person	\$ 12.50

(a) Wage Re-opener

During the 1998 negotiations it was agreed that the parties would meet prior to March 15, 1999 to negotiate a wage increase which will be effective March 15, 1999.

- (b) To receive the rate of Dispatch/Flag Person, an employee must dispatch more than two (2) crews (four (4) traffic control persons).
- (c) 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 5.04 herein.
- (d) First Aid Premiums shall apply when an employee is designated by the Employer and in keeping with W.C.B. requirements.

Level II - \$1.00 per hour paid.

Level III - \$2.00 per hour paid.

