

**GOHN FLAGGING**

**COLLECTIVE AGREEMENT**

## AGREEMENT

This Agreement made and entered into April 29, 1999.

BETWEEN:

**GOHN FLAGGING**

(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 Flagging 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

Commencing on the 29th day of April, 1999, this Agreement shall be in full force and effect from and including the 31st day of March, 2000, and shall continue in full force and effect year to year. Either Party may at any time 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, 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 subsequently enacted legislation, or 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 4.02 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 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**

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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, the 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, 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 therefore 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 2 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 (1/2) 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.

The Arbitrator 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, (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 employee's seniority list as they become available for work. Once dispatched to any job, the employee shall retain such job to its end, except that said employees may be replaced by any senior employee that may be out of work unless senior employees had previously refused said job.

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

Any employee who is continually unavailable for work or unreasonably refuses three (3) consecutive different employment opportunities from the Employer shall be placed at the bottom of the seniority list for thirty (30) calendar days.

#### 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 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 Stage I 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 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.

(c) Maternity/Paternity Leave - Maternity/Paternity 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 layoff are effected. Employees on recall who unreasonably refuse three (3) consecutive different employment opportunities from the Employer, shall be placed at the bottom of the Recall Seniority List for thirty (30) calendar days.
- (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 to 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 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 provision 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 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 Workers' Compensation Board 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 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 employees: 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 equipment (hard hats and vests) from the Employer will be able to do so at the Employer's cost.

Article 6.05

The safety and well-being of the employees shall be considered by the Employer at all times in decided 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 AND 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 300 kilometres 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 twenty-cents (\$0.20) per kilometre for all work related kilometres travelled in a day in excess of twenty (20) kilometres. This required vehicle allowance shall be paid on all work related kilometres if an employee is dispatched more than twenty (20) kilometres from their residence at the commencement of, during and at the completion of the work day at their residence. The Employer may designate a marshalling point in the community and the required kilometres will be figured from the marshalling point.

If the Employer calls on an employee to work after the rest of the crew has left the marshalling point, the Employer will pay the employee the same allowance as above.

### 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 beyond the 300 kilometres 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 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 work between Sunday and Saturday shall constitute a work week.

## **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 three (3) hours immediately after the regular shift and two hundred percent (200%) thereafter. If an employee works on a Statutory Holiday it will be paid at two-hundred percent (200%) of the regular rate.

When the Employer is paid overtime for work on Saturday and Sunday they will pass that rate on to the employees. Work on Saturday or Sunday will be performed by the most senior employee wishing to work. Refusal to work on these jobs does not count as a refusal under Article 5.01 (b).

## **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 an 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.

The employee may elect to take vacation pay on each cheque, or when vacations are taken. 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 (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 - Lunch Hour

When an employee works five (5) continuous hours or more he/she shall be given an unpaid one-half (1/2) 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  
Stage I - 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.
- Probationary Flag Person  
Stage II - An employee who has completed Stage I and continues to develop skills to progress to the 1st Stage Flag Person
- Flag Person - 1st Stage - An employee who has completed thirty (30) days of Stage II probation and is being trained in all aspects of flagging, including highway work and radio operation. Employees

will be at this Stage for one (1) calendar year after probation or for one-hundred (100) full or part days whichever takes longer.

- Flag Person - 2nd Stage - An employee who had completed their first year of flagging and is continuing to be trained. Employees will be at this stage for one (1) calendar year from the completion of the 1st stage.
- 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**

May 25, 1999

Probationary Flag Person - Stage I	\$	8.00
Probationary Flag Person - Stage II	\$	8.50
Flag Person - 1st Stage	\$	9.00
Flag Person - 2nd Stage	\$	10.00
Qualified Flag Person	\$	11.00
Dispatch/Flag Person	\$	12.00

#### **ARTICLE 15 - NOTES**

1. **Dispatch**

While holding the position of Dispatcher, that person will hold top seniority in their area. Upon completion of this position the employee will return to the spot on the seniority list that their seniority allows.

2. To receive the rate of Dispatch/Flag Person an employee must dispatch more than two (2) crews (four (4) traffic control persons).

3. **Ministry of Highways**

When working for the Ministry of Highways or the privatized highways companies, the rate of pay shall be \$8.50 per hour or the employee's regular rate whichever is less.

4. **Employee Rate**

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.

5. First Aid Premiums

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

IN WITNESS WHEREOF, the Parties hereto have hereunto affixed their hands and seals through their respective Officers on the \_\_\_\_ day of \_\_\_\_\_, 1999.

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

SIGNED ON BEHALF OF THE COMPANY  
Gohn Flagging

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JOHN E. MCGRAW  
Business Manager and  
Financial Secretary

MICHELLE GOHN

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