

COLLECTIVE AGREEMENT

between the

**TELECOMMUNICATIONS WORKERS UNION
5261 LANE STREET
BURNABY, B. C.
V5H 4A6**

(hereinafter called the Union)

and

**GUARDIAN ANGELS TRAFFIC CONTROL
2628 VANIER DRIVE
PRINCE GEORGE, B.C.
V2N 1T7**

(hereinafter called the Employer)

The term of this Agreement shall be for four (4) years
from date of signing.



November 20, 2003

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ARTICLE I – SCOPE

The scope of the Bargaining Unit shall be all employees of the Company covered by the British Columbia Labour Relations Board Certification dated February 13, 1996.

ARTICLE II – DEFINITIONS

1. A probationary employee is an employee who is engaged for a trial period not to exceed three hundred (300) working hours.
2. A regular employee is one who has completed the probationary period.

ARTICLE III – UNION RECOGNITION

The Company agrees to recognize the Union as the sole collective bargaining agent for the employees covered by this Agreement and hereby consents and agrees to negotiate with the Union or its designated bargaining representatives in any matters affecting the relationship between the Employer and its employees.

ARTICLE IV – DISCRIMINATION

The Employer shall treat all employees in a just and equitable manner, consistent with the terms of this Agreement and the B.C. Human Rights Code.

The Employer shall not discriminate against any employee for membership in or for activities on behalf of the Union or for membership in any accredited trade union.

ARTICLE V - UNION SECURITY

All present employees, as a condition of employment, shall remain Union members in good standing, and all new employees shall, as a condition of employment, become and remain Union members in good standing of the Union.

ARTICLE VI – DUES CHECK OFF

The Employer shall check off Union dues and other amounts chargeable by the Union or an equivalent amount from the daily wages of all employees, and this amount shall be forwarded monthly by the Employer to the Union along with the names, social insurance numbers, Union membership status, total hours worked since date of hire, total wages and hours worked in the current pay period of all employees.

ARTICLE VII – MANAGEMENT RIGHTS

The entire management of the operation, including discipline of the employees, is vested exclusively in the Employer at the Employer's place of business.

ARTICLE VIII – IMPACT OF LEGISLATION

Both parties will subscribe to the principles of the B.C. Human Rights Code, the B.C. Employment Standards Act and any other provincial or federal statutes as they exist or may change from time to time.

In the event that any future legislation renders null and void or materially alters any provisions of the Agreement, the remaining provisions of this Agreement 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.

ARTICLE IX – DURATION AND INTEGRITY OF AGREEMENT

- (a) This Agreement shall be for a four (4) year period from the date of signing. Thereafter this Agreement shall continue in full force and effect from year to year subject to the right of either party to serve notice to commence bargaining as provided in the Labour Relations Code.
- (b) During the period when negotiations are being conducted between the parties for the renewal of this Agreement, the present Agreement shall continue in full force and effect until:
 - i) the Employer commences a legal lockout.
 - ii) the Union commences a legal strike.
 - iii) the parties enter into a new or further Agreement .
- (c) Notice to commence collective bargaining must be in written form and must be delivered either by registered mail, or personally delivered. In the event that such notice is personally delivered, a delivery receipt must be obtained.
- (d) The Union agrees during the term of this Agreement there will be no slowdown, strike or stoppage of work. The Employer agrees that during the term of this Agreement there will be no lockout.

ARTICLE X – SENIORITY

- 1. Seniority shall be calculated on the accumulation of actual hours worked.
- 2. All employees shall be dispatched in accordance with the seniority roster, except:
 - (a) when the job requires particular expertise or experience.

- (b) when a complaint has been filed in writing by the contractor about a particular employee. In such a case, the employee concerned will not be dispatched to work for the complaining contractor until the matter has been satisfied. Such a complaint, if justified, may result in disciplinary action by the Employer. Such a complaint, if unjustified, may result in the Employer paying the employee for any wages lost due to lost work opportunity.
 - (c) When the job requires a TCP to transport equipment and the employee is unable or unwilling to use their personal vehicle, that employee shall forfeit their seniority for that job.
- 3. The Employer shall maintain a daily and accurate dispatch record for all employees, and this record shall contain sufficient information to determine who was dispatched to any job, who was not available and why, and the time and date of the call. Where there is a disagreement between the employee and the Employer as to the accuracy of the record, the Shop Steward and/or the Union shall have the right to inspect the dispatch records. This shall be limited to only those records which relate to the disagreement. The Employer shall also post a list in the office of all employees, their seniority, which days they work, and if the employee was unavailable. This list will be posted in a manner that allows all employees to view it.
- 4. Employees are expected to be ready and willing to work as set out in the Hours of Work Article. Refusals to work will be limited to the unpaid leave provisions or the management-approved paid leaves.
- 5. The Employer shall maintain a seniority roster for the dispatch zone as shown by the map attached to this Agreement.
- 6. Seniority shall be applied in dispatching, layoff and recall, and as set out in other provisions of this Agreement.
- 7. Replacement of workers on certain jobs if the employee's straight time hours will exceed 40 in the current week – both parties agree:
 - (a) Overtime jobs will be offered by seniority.
 - (b) No employee who has worked 40 hours of straight time in a week may bump another employee who has not worked 40 hours of straight time in a week.
 - (c) The employee has the right to stay on a job if the job entails board and lodging.
- 8. Employees with five hundred (500) hours shall continue to accrue seniority when on a physician-approved medical leave.

9. All employees shall continue to maintain seniority when absent due to a leave recognized by the Workers' Compensation Board, or a Maternity or Parental Leave.

ARTICLE XI – UNION STEWARDS

1. The Employer agrees to recognize a duly appointed or elected Shop Steward provided that the Union has first advised the Employer, in writing, of the name of the employee so appointed. The Union agrees to advise the Employer in writing of any changes made by appointment or election from time to time.
2. The Shop Steward's first obligation is the fulfilment of his/her responsibilities as an employee. During his/her working hours, the Shop Steward is not entitled to engage in Union activities other than the necessary involvement in the reporting and resolution of grievances.
3. The Union Steward must not leave his/her assigned work area on Union business without prior permission. Such permission shall not be unreasonably withheld.
4. The Employer agrees that the Shop Steward may post official communications from the Union to its members on the employees' bulletin board.

ARTICLE XII – GRIEVANCES

Any differences concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement shall be dealt with in the following manner.

- Step 1:** Every effort shall be made by the employee and his/her immediate supervisor to resolve the issue verbally. An employee shall have the right to have a Shop Steward present at such a meeting. If unresolved, an employee may, within twenty-one (21) calendar days of the occurrence, submit a grievance in writing to the Employer or designate. The Employer or designate will sign and date the grievance form to confirm receipt. The employee concerned may, in the presence of the Steward, submit a grievance to the Employer or designate, who shall reply within ten (10) working days after the grievance was submitted.
- Step 2:** Failing settlement at Step 1, the Steward may refer the grievance to a Grievance Committee of up to three (3) persons from the Local that Guardian Angel employees are members of. This Committee and the grievor will then meet with the Employer in an attempt to resolve the grievance. A decision shall be rendered by the Employer or its designate within ten (10) working days of said meeting.
- Step 3:** Failing resolution at Step 2, the Steward may refer the matter to a servicing Business Agent or appointee, who will establish as soon as possible or within twenty-one (21) working days a mutually agreed upon meeting date. A decision shall be rendered by the Employer or its designate within ten (10) working days of said meeting.

Step 4: Failing settlement in Step 3, the Union or the Employer may refer the grievance to arbitration.

ARTICLE XIII – ARBITRATION

Should the arbitration process be deemed necessary as a result of adherence to Article XII, the following shall apply:

1. It is expressly agreed that the right to arbitration does not extend to any matters other than those concerning the interpretation, application, administration, or alleged violation of this Agreement.

2. Board of Arbitration or Sole Arbitrator

Arbitration proceedings shall be instituted by service by either party upon the other of a written notice to arbitrate.

(a) Seven (7) full days (excluding Sundays and holidays) shall be allowed for the setting up of a Board of Arbitration or Sole Arbitrator. In the case of a Board of Arbitration, it shall be composed of one (1) representative of the Union and one (1) representative of the Employer.

(b) In the case of a Board of Arbitration, the two (2) selected representatives will select an impartial Chairperson. In the case of a Sole Arbitrator, the parties will select an impartial Arbitrator. In the event the representatives or the parties are unable to agree on a Chairperson or Arbitrator, the Director of the Collective Agreement Arbitration Bureau shall be asked to appoint one.

3. Arbitration Hearing and Award

(a) As soon as the Chairperson or the Arbitrator has been appointed, the Arbitration Board or Arbitrator will be encouraged to commence the hearing within five (5) days and further encouraged to render a decision within fourteen (14) days, except that this time limit may be extended with the mutual consent of the Union and the Employer.

(b) The Arbitrators shall, before the hearing, require the representatives of the parties to attend before them to define the questions of interpretation or alleged violation to be arbitrated and to establish the procedure to be followed at the hearing. All steps in connection with the arbitration shall be taken as expeditiously as possible.

(c) It is also agreed between the parties that there shall be full disclosure of all information pertaining to the issue to be arbitrated.

(d) Disputes arising over employee dismissals shall be referred to a Sole Arbitrator. Such disputes shall be referred to arbitration within thirty (30) days of the dismissal. Should the parties mutually agree, the Sole Arbitrator may be replaced by a Board.

- (e) Each party shall pay the fees and expenses of its own appointee, witnesses and one-half the fees and expenses of the Chair and of any clerk or stenographer whom the Board of Arbitration may require.
- (f) If the Union submits a disciplinary case to arbitration, the Arbitrator or Arbitration Board shall be the authority to substitute a lesser penalty if, in the opinion of the Arbitration Board, the Employer discipline was too severe.

4. Authority of the Arbitration Board

- (a) The parties to the arbitration recognize the authority of the Arbitration Board is set out in Section 89 of the B.C. Labour Relations Code.
- (b) The decision of the Board of Arbitration shall be final and binding on the parties.

Fast Track Mediation/Arbitration Process

Recognizing that there are times when an expedited arbitration may be desirable, the parties agree that the following process may be used as a substitute for the formal grievance procedure outlined in these proposals.

1. The process can only be used by mutual agreement between the parties who are signatory to this Collective Agreement (i.e. Guardian Angels T.C.-T.W.U.).
2. The outcome shall be binding on the parties.
3. The cost will be borne in accordance with Section 103 of the Labour Relations Code (i.e. Employer 1/3, Union 1/3, Government 1/3).
4. The procedure cannot be used should an application have been made by either party for a settlement officer under Section 87 of the Labour Relations Code.
5. No legal counsel will be used by either party.
6. The parties or their representatives will try to get an agreed statement of facts for presentation to the Arbitrator.
7. Wherever possible, the Arbitrator will attempt to mediate a settlement between the parties.
8. In such case that the Arbitrator must write a decision, such decision shall be brief and to the point.

Procedure Guidelines

- (a) **The Opening Statement:** This should basically set out the case from each party's perspective. The Arbitrator will aggressively seek at this point to define the issue and to determine what evidence is agreed to and what is not.
- (b) **The Hearing:** Sufficient witnesses should be called to ensure the "story" is properly told. Where it is an issue of credibility or conflicting evidence, the key individuals must testify.
- (c) **The Argument:** It is imperative that the relevant provisions of the Collective Agreement be canvassed to ensure that all relevant clauses are put before the Arbitrator.
- (d) **Mediation:** Counsel must accept some responsibility at this stage to assist the Arbitrator in assessing the evidence before the Arbitrator. Specifically, if counsel can assist in assessing credibility and/or contradictory evidence, they should do so.
- (e) **The Decision:** If mediation fails or is not appropriate and if the decision can be rendered after a short deliberation, the Arbitrator will do so. By meeting first with counsel to explain the framework of the Arbitrator's decision, the parties are provided with an opportunity to influence the exact terms of resolution. Within the framework of settlement as outlined by the Arbitrator, the parties can work out exact terms which best suit the specifics of the case. Such an opportunity should not be wasted by continuing to argue the merits of the case.

ARTICLE XIV – TIME OFF

The Steward will be paid a maximum of one (1) hour's paid time off to attend any grievance meeting between the Company and the Union as outlined in Article XI.

ARTICLE XV – DISCHARGE AND DISCIPLINE

No employee shall be disciplined or discharged without just cause. All matters relating to discharge and discipline must be dealt with in a confidential manner.

ARTICLE XVI – PICKETING

Any employee covered by this Agreement shall have the right to refuse to cross a picket line or handle struck work in connection with a labour dispute. Failure to cross a picket line or to handle struck work shall not be considered grounds for disciplinary action or otherwise a violation of this Agreement.

ARTICLE XVII – CONTRACTING OUT

The Employer shall not contract out any work normally done by the Bargaining Unit without the prior approval of the Telecommunications Workers Union.

ARTICLE XVIII – WORKING CONDITIONS

Any changes in standard practice instructions which may affect salaries, concessions, uniforms, vacations, relief periods, statutory holidays, working hours and premium payments or allowances shall be the subject of negotiations between the parties during the life of this Agreement .

ARTICLE XIX – TECHNOLOGICAL CHANGE

“Technological change” includes the introduction by the Employer of a change in the employer’s work, undertaking or business or a change in the employee’s equipment or material from the equipment or material previously used by the Employer, or a change in the manner in which the Employer carries on its work, undertaking or business related to the introduction of such equipment or material. In the event of technological change:

- (a) The Employer shall notify the Union six (6) months before the introduction of any technological change which adversely affects the rights of employees or their wages or working conditions.
- (b) If no Agreement is reached within three (3) months, either party may take the matter to arbitration. The arbitration shall take place within thirty (30) days and a decision rendered within fifteen (15) days. These time limits may be changed by mutual consent.
- (c) Technological change shall be introduced by the Employer only after the Union and the Employer have reached agreement regarding the measures to be taken by the Employer to protect the employees from any adverse effects.
- (d) If the Union and the Employer fail to agree upon such measures, the matter may be referred by either party to arbitration for the purpose of determining such matters, and the technological change shall not be introduced by the Employer until such determination is made, and only in accordance therewith.

ARTICLE XX – HEALTH AND SAFETY

1. The Employer agrees to make reasonable and proper provisions for the maintenance of health and safety in the workplace. The Employer shall comply with applicable Federal, Provincial and Municipal Health and Safety legislation and regulation.
2. Where the nature of the work or working conditions so require, employees shall be supplied with, at the Employer’s expense, the following: stop and slow paddles, hard hats, vests, flashlights and radios.

3. No employee shall be disciplined or discharged for refusal to work on a job or in a workplace or to operate any equipment that he/she has reasonable grounds to believe that it would be unsafe or unhealthy to do so or where it would be contrary to applicable Federal, Provincial, or Municipal legislation or regulations.
4. The Union and the Employer agree that regulations made pursuant to the Workers' Compensation Act, the Factories Act or any other statute of the Province of B.C. pertaining to the working environment shall be fully complied with. First Aid Kits shall be supplied in accordance with WCB Regulations.
5. The Employer shall establish a Safety Committee. The Employer shall schedule a time during staff meetings to discuss safety issues. The Employer will keep a separate record of such meetings and the matters discussed as they relate to Health and Safety.
6. Employees injured on the job shall be paid as scheduled for the remainder of the day.
7. Transportation to and from, if required, the nearest physician or hospital for employees requiring initial medical care as the result of an on-the-job accident shall be the responsibility of the Employer.
8. All accidents of a serious or repeat nature shall be investigated by the Employer and the Shop Steward, who will receive a maximum of one (1) hour's pay at their regular rate if such an investigation cannot be conducted during regular work hours.
9. The Employer shall pay for all courses and/or training required pursuant to WCB or other regulatory bodies.

ARTICLE XXI – MATERNITY AND PARENTAL LEAVE

All employees will be afforded all benefits of maternity and parental leave in accordance with prevailing legislation.

ARTICLE XXII – UNPAID LEAVES OF ABSENCE

Employees are entitled to seven (7) unpaid leave days per calendar year, without carry-over, to meet needs relating to the care, health or education of a family member. As much notice as is reasonable shall be given to the Employer prior to using these days.

Employees are entitled to three (3) unpaid leave days on the death of an immediate family member. If the death of the family member entails travel outside of the map contained in the seniority clause, the employee shall be entitled to five (5) unpaid leave days. Employees may request additional time to attend the funeral of a friend or to travel to a family member's funeral.

Employees may request up to eight (8) unpaid sick days in a calendar year without carry-over. Employees unable to report to work due to illness or injury shall make every effort to notify the Employer prior to the employee's normal working time.

The Employer may require the employee to provide a medical certificate as evidence of the employee's illness or injury.

The Employer will pay any reasonable physician's costs associated with the physician's provision of a medical certificate.

Leaves of absence other than those specifically provided for in this Agreement may be granted to employees where it is deemed appropriate to do so by the Employer, but the granting of such leaves is within the discretion of the Employer. The Employer agrees not to act in a discriminatory or capricious manner when allowing or disallowing Leaves of Absence.

All Leaves of Absence under this Article must be requested and granted in writing.

ARTICLE XXIII – STATUTORY HOLIDAYS

1. Once an employee has worked for the Employer for thirty (30) calendar days, the employee is entitled to Statutory Holidays with pay.

2. The following shall be observed as paid holidays:

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

3. Statutory Holiday pay for employees shall be pro-rated on the basis of the employee's average daily earnings, exclusive of overtime for the days worked in the four (4) week period immediately preceding the week in which the Statutory Holiday occurs.

4. If the employee is on vacation, the employee's vacation days are counted as days worked when calculating Statutory Holiday pay. During the employee's vacation, the Statutory Holiday shall not count as a day of vacation. The employee shall become entitled to another day off with pay as their Statutory Holiday.

5. An employee who works a Statutory Holiday is entitled to pay of time and one-half for the first eleven (11) hours worked and double time after eleven (11) hours. The employee must also be given an alternative day off with pay to be taken at a mutually agreeable time.

ARTICLE XXIV – VACATIONS AND VACATION PAY

1. Vacation pay shall accrue at a rate of four percent (4%) of gross earnings for the first five (5) years of continuous employment.

2. Vacation pay shall accrue at the rate of six percent (6%) of gross earnings from year four (4) to year five (5), contingent on the employee being continuously employed past their fifth (5th) date of employment anniversary. Thereafter, vacation pay shall continue to accrue at the rate of six percent (6%).
3. Employees who have completed ten (10) consecutive years of employment shall accrue vacation pay at the rate of eight percent (8%).
4. Only one (1) employee at a time shall be off between May 1 and September 30 of each year.
5. Scheduling of vacations shall be in accordance with seniority. Where an employee chooses to take their vacation in two separate periods, they shall exercise their seniority for the first selection. Seniority shall prevail in the choice of the second vacation period only after all other employees' first vacation periods have been established. Seniority shall prevail in the choice of subsequent vacation periods. Employees shall submit their vacation requests by April 15 of each calendar year. An employee who does not exercise their rights by the cut-off date noted above shall not be entitled to exercise their seniority rights in respect to any vacation time previously selected by an employee with less seniority.

ARTICLE XXV – HOURS OF WORK AND OVERTIME

1. The hours of work shall be eight (8) in a day and forty (40) in a week. The work week shall be Sunday to Saturday.
2. Overtime rates of pay shall be:
 - (a) On a daily basis, time and one-half the regular rate for all hours in excess of eight (8) in the day and double time for all hours in excess of eleven (11).
 - (b) On a weekly basis, time and one-half for all hours in excess of forty (40) in the week and double time for all hours in excess of forty-eight (48) in the week excluding daily overtime.
3.
 - (a) The Employer will inform those employees who are on call for the next day at dispatch time. Employees who are on call from 7:00 a.m. to 10:00 a.m. will receive one (1) hour's pay at their regular rate.
 - (b) This one (1) hour's pay will be considered as being one (1) hour worked for purposes of seniority but shall not be counted towards overtime in a day or in a week.
 - (c) Dispatch time shall be between 6:00 p.m. and 6:30 p.m. the day prior to dispatch.

4. Employees shall be in their respective assigned working locations, ready to commence work at their designated starting times. They shall not leave their working locations at times or in a manner inconsistent with the terms of this Agreement. They will be paid in accordance with their time slips when signed by the contractor's representative, unless the time slips are disputed by the representative's manager.
5. Hours of Work:
 - (a) An employee scheduled for work who does not report to a job site due to a job cancellation will be paid for two (2) hours at straight time.
 - (b) An employee working less than four (4) hours shall be paid for the first four (4) hours at straight time.

ARTICLE XXVI – WAGE RATES

| | | |
|-------------------------------|-------------------|--------------|
| Probationary Employees | 0 - 300 hours | \$ 10.00/hr. |
| | | |
| Regular Employees | 301 - 500 hours | \$ 10.25/hr. |
| | | |
| | 501 - 1000 hours | \$ 10.55/hr. |
| | 1001 - 1500 hours | \$ 10.90/hr. |
| | 1501 - 2000 hours | \$ 11.25/hr. |
| | 2001 - 2500 hours | \$ 11.60/hr. |
| | 2501 - 3000 hours | \$ 11.95/hr. |
| | 3001 - 3500 hours | \$ 12.30/hr. |
| | 3501 - and up | \$ 12.65/hr. |

1. **Wages and Payment of Wages:** The Company shall pay salaries and wages as set out above. Each employee shall be provided with an itemized statement of his/her wages, overtime, and other supplementary pay and deductions. Wages shall be paid by cheque every two (2) weeks and within one (1) week of the end of the pay period. The Company may not make deductions from wages unless authorized by statute, court order, arbitration award, or this Agreement .

If an employee quits or is terminated, his/her final pay cheque will be on the pay day of the working pay period.

2. When an employee is required to transport traffic control equipment in a Company vehicle, they shall receive the driving rate of an extra twenty-five cents (\$0.25) on top of the hourly rates as shown above.

3. When an employee is required to use their personal vehicle to transport traffic control equipment, they shall receive the driving rate of an additional \$1.40 per hour on top of the hourly rates as shown above.

ARTICLE XXVII – PERSONAL VEHICLE EXPENSES

Employees who are required to use their personal vehicles to transport flagging equipment to the job site shall receive 30 cents per kilometre (\$0.30/km.) once outside the City of Prince George boundary.

ARTICLE XXVIII – EMPLOYEE ATTENDANCE AT STAFF MEETINGS

1. Where the employee is directed by the Employer to attend a staff meeting during the employee's regular working hours, the employee shall be compensated at their regular hourly rate for the time spent in such attendance.
2. An employee who is directed to attend a staff meeting is not entitled to claim overtime pay for such attendance, unless the time spent in the meeting results in the employee working more than eight (8) hours in one day or forty (40) hours in one week.
3. Where an employee is directed by the Employer to attend a staff meeting during the employee's regular day off, the Employee shall be compensated at their regular hourly rate for such time spent in such a meeting.
4. The Employer agrees not to hold any staff meetings on weekends and holidays.
5. The Employer will schedule staff meetings with at least forty-eight (48) hours' notice. Such meetings will result in a minimum of two (2) hours' pay, and attendance is mandatory.

ARTICLE XXIX – OBJECTIVE INTERPRETATION

Where a specific definition of a word, expression, term or phrase is not expressly provided in this Agreement, such a word, expression, term or phrase shall be interpreted objectively, not subjectively, and according to common and normal grammatical usage.

ARTICLE XX – BOARD AND LODGING

The Company shall pay the pre-approved costs of Board and Lodging to any employee working on a site which precludes return to home.

ARTICLE XXI – MEAL BREAKS

The Union and the Employer agree that the employees are entitled to a half-hour unpaid meal break after every five (5) hour work shift.

The Employer will make every reasonable effort to provide employees with a half-hour meal break free from duty.

In the event that the employee is required to work through their relief period, the employee will be paid in the following manner:

1. First relief period to be worked will be paid at the wage rate in effect at that time during the work shift.
2. Second and subsequent relief periods to be worked through will be paid for at double time.

ARTICLE XXII – EMPLOYEES OUTSIDE BARGAINING UNIT

It will not be considered a violation of this Agreement for persons outside the Bargaining Unit to work in cases where employees are not available.

ARTICLE XXIII - TRAINING

When an employee is hired, they will receive fifteen (15) hours of on-the-road training, with a senior person or management training them. The trainer shall be a third person of a two (2) person crew. Management has the final say if fifteen (15) hours or more are needed to train new employees.

In witness whereof the parties hereto have executed this Agreement.

FOR: **Guardian Angels Traffic Control**

(Signed) Roy Tong,
Owner/Manager
in Prince George, B. C.

Date

FOR: **Telecommunications Workers Union**

(Signed) Ron Williams,
Business Agent.
in Prince George, B. C.

Date

Telecommunications Workers Union
5261 Lane Street
Burnaby, B.C.
V5H 4A6

Guardian Angels Traffic Control
2628 Vanier Drive
Prince George, B.C.
V2N 1T7

LETTER OF UNDERSTANDING

Re: Interest of Company in Competing Business

It is agreed by both parties that the Employer shall not have any financial interest in any business competing directly with the Employer, nor shall the Employer have any financial interest in any business ventures (within the British Columbia mainland) performing traffic control work for a period of six (6) months after the "Employer" ceases to function as a business, unless otherwise agreed to by the parties.

AGREED:

Roy Tong, Owner/Manager
Guardian Angels Traffic Control

AGREED:

Ron Williams, Business Agent
Telecommunications Workers Union

Signed at Prince George, B.C., this ____ day of _____, 2003.

Telecommunications Workers Union
5261 Lane Street
Burnaby, B. C.
V5H 4A6

Guardian Angels Traffic Control
2628 Vanier Drive
Prince George, B.C.
V2N 1T7

Dear Sirs:

Re: Roy Tong's Seniority and Bumping Rights

Roy Tong, for the purpose of the call out list, shall be considered to be the fifth (5th) most senior person. However, in the event of an emergency call-out after hours (i.e. MVA) he will be considered first in seniority.

AGREED: _____
Roy Tong
Owner/Manager
Guardian Angels Traffic Control

AGREED: _____
Ron Williams
Business Agent
Telecommunications Workers Union

Signed at Prince George, B.C., this _____ day of _____, 2003.

Telecommunications Workers Union
5261 Lane Street
Burnaby, B. C.
V5H 4A6

Guardian Angels Traffic Control
2628 Vanier Drive
Prince George, B.C.
V2N 1T7

Dear Sirs:

LETTER OF UNDERSTANDING

Re: Arrow Boards

It is agreed that the use of Arrow Boards by the Employer does not represent technological change.

AGREED: _____
Roy Tong
Owner/Manager
Guardian Angels Traffic Control

AGREED: _____
Ron Williams
Business Agent
Telecommunications Workers Union

Signed at Prince George, B.C., this _____ day of _____, 2003.

