

Collective Agreement

between the

Telecommunications Workers Union

**5261 Lane Street
Burnaby, B. C.
V5H 4A6**

(hereinafter called the Union)

and

Quesnel Traffic Control & First Aid

**RR #2, S-3, C-33
Vanderhoof, BC
V0J 3A0**

(hereinafter called the Company)

The term of this Agreement shall be from two years from date of signing.

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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 April 7, 1999.

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 to determine satisfaction and ultimate engagement as a regular employee.
2. A regular employee is an employee who has completed a 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 Company and its employees.

ARTICLE IV – DISCRIMINATION

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

The Company 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, if they are already Union members and, if they are not, all regular and top rate employees shall become Union members within fifteen (15) days after the signing of this Agreement and 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 Company 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 Company 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 periods of all employees.

The Union will provide the Company with a form for monthly dues check-off.

ARTICLE VII – MANAGEMENT RIGHTS

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

ARTICLE VIII – IMPACT OF LEGISLATION

- (a) The parties recognize and agree that they cannot be obligated or bound by any term, condition or provision which would be contrary to any existing federal or provincial legislation or regulations passed pursuant thereto. In the event that any term, condition or provision, or part thereof, which is incorporated into this Agreement, whether by inadvertence, error or misunderstanding, is in fact or in law contrary to such federal or provincial legislation or regulation, then such term, condition or provision or part thereof is void and of no effect.
- (b) In the event that existing federal or provincial legislation makes invalid provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement. The Employer and the Union shall confer to settle upon a mutually agreeable provision to be substituted for the provision(s) so altered or invalidated.

ARTICLE IX – DURATION AND INTEGRITY OF AGREEMENT

- (a) The duration of this Agreement shall be two (2) years from date of signing. 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 for 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

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1. Seniority shall be calculated by date of hire in a Seniority Block. The Quesnel Highways district shall be considered as Seniority Block 1. The Williams Lake Highways district shall be considered as Seniority Block 2. The modification of these blocks or the creation of any other seniority blocks will be by mutual consent between the Employer and the Union.
2. All employees shall be dispatched jobs in accordance with the seniority roster for their seniority block, as they become available for work, excepting those circumstances where the employee is not experienced enough for the job situation. Once dispatched to any job, the employee shall retain such job to its end, provided no senior employee has been without work for more than one working day, in which case the senior regular employee may replace the most junior employee that is presently working.
3. The Company shall maintain a daily and accurate dispatch record for all employees and shall contain sufficient information to determine who was dispatched to any job, who was not available and why and time and date of call. Where there is disagreement between the employee and the Company as to the accuracy of the record, the employee, the shop steward and/or the Union shall have the right to inspect the dispatch records.
4. Any employee refusing a dispatched job without just cause shall lose call out seniority for three (3) days or the balance of the work week, whichever is less. Just cause shall be defined as:
 - (a) Sickness of self or family members.
 - (b) Death in family.
 - (c) The right of an employee to refuse the dispatched job because of board and lodging expenses.
 - (d) The right of an employee to refuse the dispatched job because of unforeseen serious personal circumstances such as family commitments.
 - (e) An employee called to work as a driver may refuse a driving job because of an unsafe vehicle.
5. Any employee refusing a dispatched job on two (2) consecutive occasions without just cause shall receive a written warning. The next two (2) consecutive occasions shall receive a three (3) day suspension. The next occasion, the employee will be considered terminated.
6. The Company shall maintain a seniority roster for all employees.
7. Seniority shall be applied in determining preference for promotions, transfers, demotions, layoffs, recall and as set out in other provisions of this Agreement.

8. Replacement of employees on certain jobs if the employee's straight time hours will exceed forty (40) in the current work week.

Both parties agree:

- (a) No employee who has worked more than forty (40) hours in a week may bump another employee.
- (b) The employee has the right to stay on the job if there is provision for overtime on the hours in question.
- (c) If an employee is replaced under these conditions, said employee has the option to re-attain the job in question at the beginning of the next work week.
- (d) The employee has the right to stay on the job if the job involves receiving board and lodging.

ARTICLE XI – UNION STEWARDS

- (a) 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.
- (b) The shop steward's first obligation is the fulfilment of their responsibilities as an employee. During their 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.
- (c) The Union steward must not leave their assigned work area on Union business, without prior permission. Such permission will not be unreasonably withheld.
- (d) 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 One: 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 his/her Steward present at such a discussion. If unresolved, an employee may, within twenty-one (21) calendar days of first becoming aware of the action or circumstance giving rise to the grievance, submit a grievance in writing to the Employer's designate. The Employer's designate will sign and date the grievance

form to confirm receipt. The employee concerned may, in the presence of his Steward, submit a grievance to the Company or his/her appointee, who shall reply within ten (10) working days after the grievance was submitted.

Step Two: Failing settlement at Step One, the Steward may refer the grievance to a Grievance Committee of up to five (5) persons from the Local that the employees are members of. This Committee will then meet with the Company in an attempt to resolve the grievance. A decision shall be rendered by the Company or his/her appointee within ten (10) working days of said meeting.

Step Three: Failing settlement at Step Two, the Steward may refer the grievance to a servicing Business Agent or his/her appointee who will meet with the Company or his/her appointee. A decision shall be rendered by the Company or his/her appointee within ten (10) working days of said meeting.

Step Four: Failing settlement in Step Three, the Union or the Company may refer the grievance to arbitration.

ARTICLE XIII – ARBITRATION

Should the arbitration process be deemed necessary as a result of adherence to Article VIII, 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 Company.
- (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 Chairman 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 have the authority to substitute a lesser penalty if, in the opinion of the Arbitration Board, the Company 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.
2. The outcome shall be binding on the parties.

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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 for a settlement officer under Section 87 of the Labour Relations Code have been made by either party.
5. No legal counsel will be used by either party.
6. The parties or their representative 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 Stewards will each be paid a maximum of one (1) hour's paid time off, at their respective and existing wage rates, to attend any grievance meetings between the Company and the Union as outlined in Article VIII.

ARTICLE XV – DISCHARGE AND DISCIPLINE

No employee shall be disciplined or discharged without just cause.

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 to be a violation of this Agreement.

ARTICLE XVII – CONTRACTING OUT

The Company shall not contract out any work normally done by the bargaining unit without the prior written approval of the Telecommunications Workers Union.

ARTICLE XVIII – WORKING CONDITIONS

Any changes in standard practice instruction which may affect salaries, concessions, uniforms, vacations, relief periods, statutory holidays, working hours and premium payments or allowance, 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 Company of a change in the employee’s work, undertaking or business or a change in the employee’s equipment or material from the equipment or material previously used by the Company, or a change in the manner in which the Company carries on his work, undertaking or business related to the introduction of such equipment or material. In the event of technological change:

- (a) The Company 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 Company only after the Union and the Company have reached agreement regarding the measures to be taken by the Company to protect the employees from any adverse effects.
- (d) If the Union and the Company 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 Company until such determination is made, and only in accordance therewith.

ARTICLE XX – HEALTH AND SAFETY

The Company agrees to make reasonable and proper provisions for the maintenance of high standards of health and safety in the workplace. The Company shall comply with applicable Federal, Provincial and Municipal Health and Safety legislation and regulations.

Where the nature of the work or working conditions so require, employees shall be supplied, at the Company's expense, with the following: stop and slow paddle, flashlights and radios or any other equipment other than vests, hard hats, wristbands, safety boots and coveralls. The Company may supply coveralls upon receipt of a refundable deposit.

No employee shall be disciplined or discharged for refusal to work on a job or in any workplace or to operate any equipment where he 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 and Municipal legislation or regulations.

ARTICLE XXI – MATERNITY AND PARENTAL LEAVE

Part A: Maternity Leave

1. An employee, on her written request for Maternity Leave, is entitled to a Leave of Absence from work, without pay, for a period of eighteen (18) consecutive weeks or shorter if the employee requests, commencing eleven (11) weeks before the estimated date of birth of the child or a later time if the employee requests.
2. A request under paragraph 1, Part A, of this Article must:
 - (a) be made at least four (4) weeks before the day specified in the request as the day on which the employee proposes to commence Maternity Leave, and
 - (b) be accompanied by a certificate of a medical practitioner stating that the employee is pregnant and estimating the probable date of birth of the child.
3. Regardless of the date of commencement of the Leave of Absence taken under paragraph 1, Part A of this Article, the leave shall not end before the expiration of six (6) weeks following the actual date of birth of the child or a later time if the employee requests.

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4. A request for a shorter period under paragraph 3, Part A of this Article must be given in writing to the Employer at least one week before the date that the employee indicates she intends to return to work and the employee must furnish the Employer with a certificate of a medical practitioner stating that the employee is able to resume work.
5. Where an employee gives birth or the pregnancy is terminated before a request for leave is made under paragraph 1, Part A of this Article, the Employer shall, on the employee's request and on receipt of a certificate from a medical practitioner stating that the employee has given birth or the pregnancy was terminated on a specified date, grant the employee Leave of Absence from work, without pay, for a period of six (6) consecutive weeks, or a shorter period if the employee requests, commencing on the specified date.
6. Where an employee who has been granted Leave of Absence under paragraph 1, Part A of this Article is, for reasons related to the birth or the termination of the pregnancy as certified by a medical practitioner, unable to return to work after expiration of the leave, the Employer shall grant to the employee further Leaves of Absence from work, without pay, for any period as specified by a medical practitioner.

Part B: Parental Leave

1. An employee, on his or her written request for Parental Leave, is entitled to a Leave of Absence from work, without pay, for the period specified in paragraph 3, Part B of this Article.
2. A request under paragraph 1, Part B of this Article must:
 - (a) Be made at least four (4) weeks before the day specified in the request as the day on which the employee proposes to commence Parental Leave, and
 - (b) Be accompanied by:
 - i. A certificate of a medical practitioner or other evidence stating the date of birth of the child or the probable date of birth of the child.
 - ii. A letter from the agency that placed the child providing evidence of adoption of the child.
3. The employee is entitled to Parental Leave for a period of twelve (12) consecutive weeks or a shorter period if the employee requests, commencing:
 - (a) In the case of the natural mother, immediately following the end of the Maternity Leave taken under this Article, unless the employer and the employee agree otherwise.
 - (b) In the case of the natural father, following the birth of the child and within the 52-week period after the birth date of the new-born child.

(c) In the case of an adopting mother or father, following the adoption of the child and within the 52-week period after the date the adopted child comes into the actual care and custody of the mother or father.

4. If:

(a) The new-born child or adopted child will be or is at least six (6) months of age at the time the child comes into the actual care and custody of the mother or the father, and

(b) it is certified by a medical practitioner or the agency that placed the child that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition,

the employee is entitled to a further Parental Leave of Absence, without pay, for any period as specified by a medical practitioner commencing immediately following the end of the Parental Leave taken under paragraph 3, Part B of this Article.

5. The services of an employee who is absent from work in accordance with this Article shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee.

6. An employee who resumes employment on the expiration of the Leave of Absence granted in accordance with Parts A and B of this Article shall be reinstated in all respects by the Employer in the position previously occupied by the employee, and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.

The employee will maintain their place on the seniority list and accrue the same amount of hours as if they had been available for work.

ARTICLE XXII – GENERAL LIMITATION OF LEAVES OF ABSENCE

(a) All leaves of absence provided for in this Agreement are leaves without pay, unless it is specifically provided in the appropriate article that the particular leave of absence is to be granted with pay.

(b) 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. All leaves of absence under this Article must be granted in writing.

(c) In the event that a leave of absence of more than four (4) days is granted for a death, the Employer is entitled to require proof of death and/or relationship.

ARTICLE XXIII - HOLIDAYS

1. The following days shall be observed as paid holidays:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
B. C. Day	Boxing Day

2. An employee is not eligible for general holidays which occur during his/her probationary period as defined in Article II.
3. Wages for holiday pay shall be as outlined in the Provincial Labour Code.
4. (a) Working on a holiday entitles the employee to time and one half (1.5) for all hours worked, and another day off with pay not later than one (1) year hence.
- (b) If the terms of the flagging contract are better than those in 4(a), then the employee will be paid in accordance with the terms of the contract price.

ARTICLE XXIV – VACATION PAY

1. Vacation pay shall accrue at a rate of 4% of gross earnings for employees with less than five (5) years of service.
2. An employee with more than five (5) years of service with the Company shall accrue vacation pay at the rate of 6% of gross earnings.
3. An employee with more than twenty (20) years of service with the Company shall accrue vacation pay at the rate of 8% of gross earnings.
4. Vacation pay shall be paid on every pay cheque: or optionally the employee may elect to have their vacation pay paid out up to twice in a calendar year.

ARTICLE XXV – HOURS OF WORK AND OVERTIME COMPENSATION

1. The normal hours of work shall be eight (8) hours in a day and forty (40) hours in a week except under the following conditions. Where the contract for the Company's services requires it, an employee may be required to work four 10-hour shifts, or three 12-hour shifts.
2. Overtime rates of pay shall be:

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- (a) On a daily basis, time and a half the regular rate for all hours in excess of eight (8) in a day, or ten (10) if the employee is working four 10-hour shifts, and double time for all hours in excess of eleven (11) (or less) if otherwise agreed to in the contract price.
 - (b) On a weekly basis, time and a 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. When an employee is called out and reports to work on an after hours or emergency situation, they shall be paid a minimum of four (4) hours at straight time.
4. If the terms of the flagging contract are better than those in paragraphs 2 or 3, then the employee will be paid in accordance with the terms of the contract price.
5. (a) The Company will inform those employees who are on call for the next day at dispatch time. Employees on call from 7:00 a.m. to 10:00 a.m. will receive one (1) hour's pay at their regular hourly rate.
- (b) This one (1) hour's pay will be considered as being one (1) hour worked for the purpose of accumulating seniority.
- (c) Dispatch time shall be between noon and 10 p.m. the day prior to dispatch for work.
- (d) Employees may contact the Employer between 6:00 p.m. and 8:00 p.m. to determine their status or advise the employer of their status for the following work day.
- (e) The work week shall be Sunday to Saturday.

ARTICLE XXVI – WAGE RATES

At the signing of the contract, wages paid to all employees shall be as follows:

Schedule "A"	
0 – 300 hours	\$ 9.00 per hour
301 – 500 hours	\$ 9.50 per hour
501 – 2,000 hours	\$10.00 per hour
2,001 – 3,000 hours	\$10.50 per hour
3,001 and above.	\$11.00 per hour

1. **WAGES AND PAYMENT OF WAGES:** The Company shall pay salaries and wages as set out in Schedule A hereto and forming a part of this Agreement. 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 weeks and within one (1)

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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. All dollar amounts refer to dollars per hour.
3. Contract Price - refers to the dollar amount received by the Company for each flag person provided in each contract.
4. If during the life of this Collective Agreement the minimum wage is increased, then the hourly wages shown above will be increased by the same dollar amount.
5. When an employee is required to transport flagging equipment, he/she shall receive the driving rate of an additional \$1.00 per hour.
6. The following hourly shift differentials will apply:

8 a.m. - 6 p.m.	-	Day Shift	-	0
6 p.m. - 12 midnight	-	Afternoon Shift	-	\$0.20
12 midnight - 8 a.m.	-	Night Shift	-	\$0.25

A winter bonus of \$1.00 per hour shall be paid during the months of November – March.

ARTICLE XXVII – PERSONAL VEHICLE EXPENSE

Employees who wish to use their personal vehicle to transport flagging equipment to the job site shall receive \$.25 per kilometre. The minimum distance paid shall be 64 kilometres. The driver's additional responsibility shall be limited only to transporting equipment and personnel.

ARTICLE XXVIII – EMPLOYEES ATTENDANCE AT STAFF MEETINGS

- (a) Where an 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 time spent in such attendance.
- (b) 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 a day or more than forty (40) hours in a week.
- (c) Where an employee is directed by the employer to attend a staff meeting during the employee's regular days off, the employee shall be compensated at their regular hourly rate for the time spent in such a meeting.
- (d) The Company agrees not to hold any staff meetings on weekends and holidays.

ARTICLE XXIX – WORK START TIME

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.

ARTICLE XXX – BOARD AND LODGING

The Company shall pay the cost of Board and Lodging to any employee working on a site which precludes return to home, providing the Company receives an amount for Board and Lodging in the flagging contract. Employees will receive the exact same amount as received by the Employer in the flagging contract.

ARTICLE XXXI – MINIMUM HOURS

1. An employee scheduled for or called to a job site and does not work due to a job cancellation will be paid for two (2) hours at straight time.
2. An employee working less than four (4) hours shall be paid for the first four (4) hours at straight time.
3. An employee working between four (4) and eight (8) hours will be paid only for the actual hours worked.

ARTICLE XXXII - ABSENTEEISM

Recognizing that the absenteeism by employees creates staffing and scheduling problems, the Employer is entitled to use any or all of the following measures in the control of absenteeism.

- (i) The Employer may require an employee to provide a medical certificate as evidence of the employee's illness or injury as a cause for the employee's absence from work for a period of five (5) days or more.
- (ii) Any employee who is unable to report for work due to illness or injury shall make every reasonable effort to notify the Employer prior to the employee's normal reporting time.

ARTICLE XXXIII – FLAGGING CERTIFICATE

It is the employee's responsibility to make sure his/her flagging certificate is renewed every two (2) years. Management will agree to post a notice with certificate renewal time on the bulletin board.

ARTICLE XXXIV – TRAINING

**Quesnel Traffic Control & First Aid
Collective Agreement**

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. No bumping of top rate employees by a trainee will take place.

In witness whereof the parties hereto have executed this Agreement.

FOR: **Quesnel Traffic Control & First Aid**

(Signed) Gail Evans

Date

FOR: **Telecommunications Workers Union**

(Signed) Ron Williams,
Business Agent.

Date

**Quesnel Traffic Control & First Aid
Collective Agreement**

Mr. Ron Williams, Business Agent
Telecommunications Workers Union
5261 Lane Street
Burnaby, B.C.
V5H 4A6

Quesnel Traffic Control & First Aid
RR #2, S-3, C 33
Vanderhoof, BC
V0J 3A0

LETTER OF UNDERSTANDING

Re: Interest of Company and Employee in Competing Business

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

It is agreed by both parties that an Employee cannot work for a competing business while employed by Quesnel Traffic Control & First Aid.

AGREED: _____

Gail Evans,
Quesnel Traffic Control & First Aid

AGREED: _____

Ron Williams, Business Agent
Telecommunications Workers Union

Signed this _____ day of _____, 2003.

**Quesnel Traffic Control & First Aid
Collective Agreement**

Mr. Ron Williams, Business Agent
Telecommunications Workers Union
5261 Lane Street
Burnaby, B.C.
V5H 4A6

Quesnel Traffic Control & First Aid
RR #2, S-3, C-33
Vanderhoof, BC
V0J 3A0

LETTER OF UNDERSTANDING

Re: Gail Evans' Seniority Rights

Both parties agree that it is not a violation of the Collective Agreement for Gail Evans (Owner of Quesnel Traffic Control & First Aid) to work as a traffic control person or first aid attendant.

AGREED: _____

Gail Evans,
Quesnel Traffic Control & First Aid

AGREED: _____

Ron Williams, Business Agent
Telecommunications Workers Union

Signed this _____ day of _____, 2003.