

**FAST LANE TRAFFIC SERVICES LTD –
KELOWNA DIVISION**

COLLECTIVE AGREEMENT

JULY 1, 2010 – JUNE 31, 2012

INDEX

<u>ARTICLE NOS.</u>	<u>DESCRIPTION</u>	<u>PAGE NOS.</u>
1	TERM OF AGREEMENT	4 – 5
2	UNION RECOGNITION AND WORK JURISDICTION	5 – 6
3	SHOP STEWARDS	6 – 7
4	GRIEVANCE PROCEDURE AND ARBITRATION	7 – 8
5	SENIORITY AND PROBATION	8 – 9
	5.01 DEFINITION OF SENIORITY	8
	5.02 EMERGENCY/TROUBLE CALL	8
	5.03 PROBATIONARY PERIOD	9
	5.04 LOSS OF SENIORITY	9
	5.05 SENIORITY LIST	9
	5.06 CREDITED SENIORITY	9
	5.07 WORK OPPORTUNITIES/PROMOTIONS	9
6	LEAVE OF ABSENCE	10 – 11
	6.01 UNION	10
	6.02 PERSONAL	10
	6.03 BEREAVEMENT	10
	6.04 MATERNITY	10
	6.05 ADOPTION	10
	6.06 PARENTAL	10 - 11
	6.07 RETURN FROM LEAVE OF ABSENCE	11
7	SAFETY PRACTICES	11 – 13
	7.01 WORKERS' COMPENSATION REGULATIONS	11
	7.02 SAFETY COMMITTEE	11
	7.03 SAFETY PRACTICES	11
	7.04 SAFETY EQUIPMENT	12
	7.05 INCLEMENT WEATHER	12
	7.06 HARASSMENT FREE WORK PLACE	12
	7.07 ON-THE-JOB INJURY	12
	7.08 ACCIDENT INVESTIGATION	13
	7.09 FIRST AID PREMIUM	13
8	TRAINING	13
	8.01 WHMIS TRAINING	13
	8.02 UTILITIES TRAINING	13
	8.03 PROBATIONARY RAINING	13
9	BOARD AND LODGING	13 – 14
10	HOURS OF WORK	14
11	OVERTIME	14
12	CALL-OUT	14 – 15

13	SHIFT WORK AND PREMIUMS	15
	13.01 DEFINITION OF SHIFT	15
	13.02 SHIFT PREMIUM	15
14	STATUTORY HOLIDAYS AND VACATIONS	15
	14.01 STATUTORY HOLIDAYS	15
	14.02 ANNUAL VACATION	15
15	PAYMENT OF WAGES	16
16	LUNCH AND REST BREAKS	16
	16.01 REST BREAKS	16
	16.02 LUNCH BREAK	16
	16.03 MISSED BREAKS	16
17	JOB DESCRIPTIONS	16 – 17
	SIGNATURE PAGE	18
	APPENDIX “A” – WAGE SCHEDULE	19
	APPENDIX “B”	20

AGREEMENT

THIS AGREEMENT ENTERED INTO ON THIS 1ST DAY OF JULY, 2010.

BETWEEN: **FAST LANE TRAFFIC SERVICES LTD – KELOWNA DIVISION**
(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 (1993) and amendments thereto.

(Hereinafter called the “Union” and sometimes referred to as the “Local Union”)

OF THE SECOND PART;

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 Union wish to make a common Collective Agreement; and

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

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

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

ARTICLE 1 - TERM OF AGREEMENT

Article 1.01

Commencing on the 1st of July, 2010, this Agreement shall be in full force and effect and shall be binding on the parties until the 31st of June, 2012, and thereafter reopened as provided herein. 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(2) of the Labour Relations Code (1993) as amended, is hereby excluded pursuant to Section 50(3) of the said Code.

Article 1.02

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

Article 1.03

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

Article 1.04

Should it become necessary during the life of this Agreement to introduce in any phase of the operation, any new class of work, within the scope of this Agreement, the job classification and its associated rate shall be discussed and agreed upon prior to introduction. Should the parties fail to reach agreement, the matter shall be submitted to Arbitration in accordance with Article 4.03 herein.

ARTICLE 2 - UNION RECOGNITION AND WORK JURISDICTION

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 jurisdiction of the Local Union.

Article 2.02

All employees covered by this Agreement if not already members of the Union shall make immediate application for membership, and sign a Union Dues Deduction Authorization Card that shall be provided by the Employer, on behalf of the Local Union and, if accepted, shall become members and remain in good standing of the Union while employed in any capacity covered by this Agreement.

Article 2.03

Upon hire, 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 and fees and remit the fees and dues to the Financial Secretary of Local Union 258 within fifteen (15) days from the end of the month that the dues are deducted for, providing the employee's name, rate, dues assessment and month deducted.

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 any 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 provisions 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 in writing.

Article 2.08

It is understood that all Traffic Control Persons hired by the Employer are hired to an "on-call" position.

ARTICLE 3 - SHOP STEWARDS

Article 3.01

The Union shall appoint a Shop Steward or Stewards at each location considered necessary. In some instances where there is more than one (1) Shop Steward, the Union may appoint a Chief Shop Steward. The Union shall notify the local management of the Employer as to the names 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 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. In such instances, the immediate supervisor will make arrangements for the Stewards to leave the job as soon thereafter as operations will permit.

Article 3.04

No Shop Steward, committee member or Employer shall be discriminated against or jeopardized in standing or suffer any loss of conditions or employment on account of membership in or for 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. When the Union requests an employee be off work to conduct Union Business, the Union will pay the employee's regular hourly rate.

Article 3.06 – Bulletin Board

At least one bulletin board shall be maintained at the Employer's office for rules and regulations of the Company and Union notices to the employees represented by the Union.

ARTICLE 4 - GRIEVANCE PROCEDURE AND ARBITRATION

Article 4.01 - Preamble

The following is the procedure which shall be used to adjust and settle all matters of complaints, disputes, grievances and controversies pertaining to the interpretation, application, operation or any alleged violation of this Agreement and any matter which may arise between the Company and the Union. It is mutually agreed by both Parties that it is the spirit and intent to adjust complaints and grievances as quickly as possible, and it is generally understood that an employee has no grievance until they have first given their foreman or supervisor an opportunity to adjust the complaint. If the complain is not adjusted to the satisfaction of the employee within a period of ten (10) working days or such longer period as may be mutually agreed upon, it may be processed in accordance with the following grievance steps.

Article 4.02 - Grievance Steps

Step 1

If a satisfactory solution is not reached in within ten (10) working days, the grievor, with the assistance of their Shop Steward, where applicable, 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 ten (10) working days of the Company ' s reply in Step 1.

Step 2

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

The Board of Arbitration shall not have 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 5 – SENIORITY AND PROBATION

Article 5.01 - Definition of Seniority

Seniority is defined as an employee ' s accumulated service with the Employer from the initial date of hiring and will be the major consideration in determining the order of dispatch, subject to the ability to perform the required work.

Where employees have been dispatched to a job site and there is a reduction in the number of employees required, the remaining work will be performed by the most senior qualified employee among those already dispatched to that job. The Union recognizes that in some instances the seniority list could be circumvented by a contractor name requesting a specific person.

Any employee who is consistently unavailable or who unreasonably refuses three (3) calls from the Employer in a thirty (30) day period shall be placed at the bottom of the dispatch list for a sixty (60) day period.

Article 5.02 – Emergency/Trouble Call

The first available employee living closest to the trouble area will be called for the job. Emergencies and trouble calls will include: traffic accident; wire down; gas leak; police incident or another circumstance of similar nature to the above mentioned.

Article 5.03 - Probationary Period

Employees will be required to complete an initial probationary period of not more than an accumulation of 500 hours to determine their suitability for continuing employment. During this period they may be discharged for reasons of proven unsuitable conduct, insufficient experience or incompetence. The aforementioned shall not be applicable to former employees of the Employer who have completed a probationary period. The Employer may request the Union to agree to an extension of the probationary period.

Article 5.04 - Loss of Seniority

An employee will lose his/her seniority and will be deemed to be terminated under the following circumstances:

- (a) terminated for just cause;
- (b) voluntarily terminates employment;
- (c) fails to return from Leave of Absence without notifying and/or getting an extension from the Employer; or
- (d) performs no work in a twelve (12) month period.
- (e) fails to qualify during the probationary period.
- (f) accepting other employment during leave of absence.

Article 5.05 - Seniority List

The Employer will provide a current seniority list to each Shop Steward and forward one to the Union Hall on request.

Article 5.06 - Credited Seniority

- (a) Absence due to annual vacation, Workers' Compensation, Local Union business, sickness and accident 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 5.01.
- (b) 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 – Work Opportunities

When a vacancy in a position other than Traffic Control Person occurs, the Employer shall notify all employees who have completed their probationary period of the vacancy. The most senior qualified person will be offered the position.

ARTICLE 6 – LEAVE OF ABSENCE

Article 6.01 - Union

- (a) The Company, upon receiving four (4) weeks' notice in writing from the Business Manager or designate of the Local Union, agrees to grant Leave of Absence without pay to not more than three (3) employees for full-time service with the Local Union.
- (b) 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 of any one time.

Article 6.02 – Personal Leave

Employees requesting a Leave of Absence must do so in writing; likewise the Employer's response will be in writing. The Employer reserves the right to refuse leave when staffing requirements deem it not possible. Any employee found accepting other employment during a personal leave of absence will be terminated.

Article 6.03 – Bereavement Leave

Bereavement Leave of one (1) day paid at the employee's regular rate of pay will be granted where death has taken place in the immediate family. Immediate family shall be defined as: spouse, child, parents, parent-in-law, brother, sister and grandparents of the employee.

To qualify for bereavement leave an employee's seniority would have to be such as they would have worked this day.

Article 6.04 – Maternity Leave

An employee will be entitled to thirty-two (32) weeks of unpaid maternity leave. Maternity leave will commence eight (8) weeks prior to the expected delivery date or later with the written consent of an employee's physician. An employee may request as additional leave if the baby has a physical, psychological or emotional condition requiring an additional period of parental care.

Article 6.05 – Adoption Leave

An employee will be entitled to an adoption leave of up to thirty-two (32) consecutive weeks of unpaid leave upon adoption of a child. The Employer may request proof of adoption prior to the leave being granted.

Article 6.06 – Parental Leave

An employee will be entitled to a parental leave of up to twelve (12) consecutive weeks without

pay under the following circumstances:

- (a) Natural mother – immediately following the end of maternity leave.
- (b) Natural father – any time in the fifty-two (52) week period following the birth of the child.
- (c) Adoptive mother or father – anytime in the fifty-two (52) week period after the adoption.

Article 6.07

Upon return from Leave of Absence, 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. Except in cases where the employee would have been removed from that job for just cause.

ARTICLE 7 - SAFETY PRACTICES

Article 7.01 – Workers' Compensation Regulations

Both the Employer and the Union hereby declare their intent to conduct a safe operation. Working practices shall be governed by the regulations of the province of British Columbia. All vehicles provided by the Employer shall be maintained in a manner which makes them safe and reliable for all employees required to operate them.

Article 7.02 - Safety Committee

The Employer shall adhere to the provisions of the Workers' Compensation Board's Industrial Health and Safety Regulations and hold regular monthly meetings as outlined in the W.C.B. Regulations.

Article 7.03 - Safety Practices

- (a)
 - i Employees requiring glasses must wear glasses, preferably with safety lenses instead of contact lenses while on the job site.
 - ii W.C.B. approved safety footwear must be worn at all times while on the job site.
 - iii Employee attire will be in conformance with W.C.B. Regulation and the Employer's policy.

- (b) Qualifications
 - i Each employee must hold a valid Traffic Control Certificate.
 - ii Employees required to operate pilot vehicles shall be properly licensed, with the Employer paying the cost difference between the license required for piloting and a regular license.

Article 7.04 – Safety Equipment

The Employer will provide equipment to its employees as required by the W.C.B. This equipment will include but not be limited to:

hard hats	paddle	two-way radio with back-up battery
reflective vests	staff (when required)	restrictive hearing device (when required)
ankle bands		
wristbands	flash light and batteries	safety goggles (when required)

Employees requiring replacement equipment must return used or faulty equipment to the Employer at the time the replacement equipment is picked up. Equipment that is the property of the Employer will not be used by the employee for any purpose other than working for the Employer.

Article 7.05 – Inclement Weather

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

No employee will be allowed to work more than sixteen (16) hours in any twenty-four (24) hour period without the consent of the Union’s Business Manager or designate. These sixteen (16) hours to include travel time.

Article 7.06 – Harassment-Free Work Place

It is the intent of the parties to provide a work environment which is free of discrimination, harassment and intimidation. No employee will be subjected to any form of a poisoned atmosphere by representatives of the Employer, other employees, or clients of the Employer. Any acts contrary to the above will not be tolerated in the work place and may result in a requirement for education a and/or discipline.

Article 7.07 - On-the-Job Injury

- (a) If an employee is injured to such an extent that they are obliged to cease work, their wages will continue for the balance of the day on which the injury occurred.
- (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 7.08 - Accident Investigation

All accidents resulting in a fatality or injury requiring medical treatment will be investigated by one representative of the IBEW and one representative of the Employer.

The accident investigation report will be submitted to:

- (a) W.C.B.;
- (b) Employer; and
- (c) IBEW.

Article 7.09 – First Aid Premium

First Aid Premiums shall apply when an employee is assigned by the Employer to be a First Aid Attendant on a job site and shall be paid as follows:

Level II	-	\$1.00 per hour.
Level III	-	\$2.00 per hour.

ARTICLE 8 – TRAINING

Article 8.01 – WHMIS Training

Once each calendar year the Employer will provide a WHMIS course at no cost to the employee. This course will be provided to all employees who have completed their probationary period.

Article 8.02 – Utilities Training

Once each calendar year the Employer will provide a utility safety orientation course (B.C. Hydro – Fires and Wires, B.C. Gas safety video) at no cost to the employee. These courses are not mandatory to employees and there will not be wages paid to attend the courses.

Article 8.03 – Probationary Period Training

It is the responsibility of the Employer to ensure that all probationary employees are trained in all aspects of Traffic Control.

ARTICLE 9 - BOARD AND LODGING

Article 9.01

The Company will provide Board and Lodging when an employee cannot reasonably return to his/her place of residence at the conclusion of the working day or shift.

Employees who elect to provide their own Board and Lodging shall be provided an allowance of fifty dollars (\$50.00) in lieu of same.

Employees who elect to provide their own accommodation shall receive the aforementioned allowance each day they are assigned and report at the work location that attracts a room and board requirement.

Article 9.02

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 10 - HOURS OF WORK

Article 10.01

Eight (8) hours of work shall constitute a work day and forty (40) hours of work shall constitute a work week. Hours of work may be varied by mutually agreement between the Employer and the Union.

Article 10.02

All time worked in addition to eight (8) hours in a day or forty (40) hours in a week shall be at overtime rates.

ARTICLE 11 - OVERTIME

Article 11.01

The rate of pay for overtime shall be at time and one-half of the regular rate for the first three (3) hours immediately after the regular work shift and the first eight (8) hours on Saturday. Where a contract provides for overtime sooner than the hours stated above, the Employer will pay the overtime as per their contract with the contractor.

All other overtime hours worked including time worked on Sundays and Statutory Holidays shall be at double time.

ARTICLE 12 – CALL OUT

- (a) With the exception of call-out, an employee who reports for work and on reporting to work finds no work available, shall be entitled to two (2) hours' pay at their 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 as soon as requirements are known.

- (b) Call-out shall be for a maximum 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.

ARTICLE 13 – SHIFT WORK AND PREMIUMS

Article 13.01 – Definition of Shifts

- (a) First (1st) Shift - all hours worked between 6:00 am and 11:59 pm.
- (b) Second (2nd) Shift - all hours worked between the hours of 12:00 pm and 5:59 am.
- (c) If the majority of hours worked occur after midnight, the premium will be paid for all hours worked.

Article 13.02 – Shift Premiums

The shift premium for the second (2nd) Shift will be one dollar (\$1.00) per hour.

ARTICLE 14 - STATUTORY HOLIDAYS AND VACATIONS

Article 14.01- Statutory Holidays

Annual vacation pay and Statutory Holiday pay shall be paid to all employees on the following basis:

Up to 1,000 hours Uninterrupted employment	1,000 hours to 36 months uninterrupted employment	Over 36 months Uninterrupted employment
Annual Vacation Pay:	5%	6%
4%		
Statutory Holiday Pay:	5%	6%
4%		

Annual Vacation pay and Statutory Holiday pay shall be banked by the Employer and available at the employee's request for reimbursement during time off (annual vacation).

In computing the actual earnings for vacation pay, the following items shall be included: actual wages earned (including bonuses and overtime payments) and vacation pay for the preceding year.

ARTICLE 15 - PAYMENT OF WAGES

Article 15.01

- (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) Wages will be paid in accordance with Appendix "A" of this Collective Agreement.

ARTICLE 16 – LUNCH AND REST BREAKS

Article 16.01 – Rest Break

Wherever possible 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.

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

Article 16.02 - Lunch Break

When an employee works five (5) continuous hours or more he/she shall be given an unpaid one-half (2) hour lunch period commencing between the fourth (4th) and fifth (5th) hour of work. When an employee works overtime they will be granted an unpaid one-half (1/2) hour break five (5) hours after their last half (1/2) hour break.

Article 16.03 – Missed Breaks

If an employee agrees to work through lunch breaks because no relief is available due to unforeseen circumstances, the employee shall receive payment at time and one-half (1.5) their regular rates.

ARTICLE 17 - JOB DESCRIPTIONS

Employees listed below shall be fully certified by way of having successfully completed a recognized Traffic Control Course. Certified employees must maintain their certified status.

Probationary Traffic Control Person I:

- An employee who has successfully completed a recognized Traffic Control Course, and has yet to complete an accumulation of 1000 hours.

Probationary Traffic Control Person II:

- An employee who has completed 1000 hours of probation and has yet to acquire an accumulation of 2000 hours.

Traffic Control Person I:

- An employee who has completed 2000 hours of probation and has yet to acquire 500 hours of upgrading to be fully qualified.

Traffic Control Person II:

- An employee who is fully qualified in all aspects of traffic control.

Dispatch/Flag Person:

- A certified Traffic Control Person assigned the additional responsibilities of dispatching of Flag Persons.

Lane Closure Technician

- A fully qualified Traffic Control Person who Operates a Lane Closure Truck.

NOTES:

1. Any employee whose wage rate is greater than the respective rates in Article 14 at the date of signing this Agreement shall have their rate protected until a negotiated rate exceeds the protected rate.
2. While holding the position of Dispatcher, the Dispatch 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.
3. To receive the rate of Dispatcher/Traffic Control Person, an employee must dispatch more than two (2) crews (four (4) Traffic Control Persons.)

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals through their respective Officers on the 29th day of June, 2010.

SIGNED ON BEHALF OF THE
COMPANY

TINA CLARK

SIGNED ON BEHALF OF THE UNION

Local Union 258 of the International
Brotherhood of Electrical Workers

DOUG S. McKAY
Business Manager and Financial Secretary

APPENDIX "A"

WAGES

	<u>July 1, 2010</u>	<u>July, 1, 2011</u>
PROBATIONARY 1	\$ 11.00	\$ 11.25
PROBATIONARY 2	\$ 12.00	\$ 12.25
TRAFFIC CONTROL PERSON 1	\$ 13.00	\$ 13.25
TRAFFIC CONTROL 2	\$ 14.00	\$ 14.25
DISPATCH/TRAFFIC CONTROL PERSON	\$ 15.00	\$ 15.25
LANE CLOSURE TECHNICIAN 1	\$ 16.00	\$ 16.40

SIGNED ON BEHALF OF THE
COMPANY

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

TINA CLARK

DOUG S. McKAY
Business Manager and Financial Secretary

June 29, 2010

Date

June 29, 2010

Date

APPENDIX "B"

When a traffic control company bids on work outside of their normal area of work, they will sign on to the Local 258 IBEW Traffic Control Agreement in effect in the area the work is to be performed in. This will not apply to wages if the wages are inferior to the wages the employees are receiving under their current Collective Agreement.

SIGNED ON BEHALF OF THE
COMPANY

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

TINA CLARK

DOUG S. McKAY
Business Manager and Financial Secretary

June 29, 2010
Date

June 29, 2010
Date

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agr mstr fast lane traffic ltd srvs Kelowna div.*