

**MAR-TECH TRAFFIC CONTROL LTD.**

**COLLECTIVE AGREEMENT**

**January 1, 2011 – December 31, 2013**

## INDEX

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

<b>8</b>	<b>TRAINING</b>	<b>14</b>
	8.01 WHMIS TRAINING	14
	8.02 UTILITIES TRAINING	14
	8.03 PROBATIONARY PERIOD TRAINING	14
	8.04 TRAFFIC CONTROL PERSON RENEWAL REIMBURSEMENT	14
<b>9</b>	<b>BOARD AND LODGING</b>	<b>14 – 15</b>
<b>10</b>	<b>HOURS OF WORK</b>	<b>15</b>
<b>11</b>	<b>OVERTIME</b>	<b>15 – 16</b>
<b>12</b>	<b>CALL-OUT</b>	<b>15 – 16</b>
<b>13</b>	<b>SHIFT WORK AND PREMIUMS</b>	<b>16</b>
	13.01 DEFINITION OF SHIFT	16
	13.02 SHIFT PREMIUM	16
<b>14</b>	<b>STATUTORY HOLIDAYS AND VACATIONS</b>	<b>16 – 17</b>
	14.01 STATUTORY HOLIDAYS	16 – 17
<b>15</b>	<b>PAYMENT OF WAGES</b>	<b>17</b>
<b>16</b>	<b>LUNCH AND REST BREAKS</b>	<b>17 – 18</b>
	16.01 REST BREAKS	17
	16.02 LUNCH BREAK	18
<b>17</b>	<b>JOB DESCRIPTIONS</b>	<b>18</b>
	<b>SIGNATURE PAGE</b>	<b>18</b>
	 <b>APPENDIX “A” – WAGE SCALES AND NOTES</b>	 <b>19</b>
	<b>APPENDIX “B” – TRAFFIC CONTROL TRAINING COMMITTEE</b>	<b>20</b>
	<b>APPENDIX “C” – FAIR WAGE POLICY JOBS</b>	<b>21</b>
	<b>APPENDIX “D”</b>	<b>22</b>
	<b>APPENDIX “E” – HEALTH AND WELFARE</b>	<b>23 - 24</b>

## **AGREEMENT**

THIS AGREEMENT ENTERED INTO ON THIS 24TH DAY OF DECEMBER, 2010.

BETWEEN: **MAR-TECH TRAFFIC CONTROL LTD.**

(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 **January 1, 2011**, this Agreement shall be in full force and effect and shall be binding on the parties until the December 31, **2013**, 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 4.02 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 with 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 manager.

#### 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 Employee 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 that 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 complaint 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

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 1, 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 the Labour Relations Board 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 (1/2) 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.

The Employer may find it necessary to move an employee to another job, however the employee will be returned to their original position as soon as possible. When a job ceases for more than fourteen (14) days, it will be considered a new job.

Employees absent due to WCB, vacation or personal injury will be returned to the job they left from, if that job still exists. When employees request a removal from a job they will lose their call back.

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 ***nine hundred (900)*** 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. Employees shall receive the training wage rate during 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.
- (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 the Union Hall upon 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 two (2) days 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, and parents of employee. Leave of one (1) day paid at the employee's regular rate of pay will be granted where death has taken place of in-laws, 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 fifty-two (52) weeks of unpaid maternity leave. Maternity leave will commence eleven (11) 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 fifty-two (52) 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 Parental Leave as follows:

- (a) Birth mother – if Leave in Article 6.04 has been taken, Mother is entitled to an additional 35 weeks of unpaid leave, beginning immediately after the Article 6.04 Leave.
- (b) A Birth Mother who does not take Leave in Article 6.04 is entitled to 37 weeks of unpaid leave, beginning after the child's birth and within 52 weeks after that event.
- (c) For a Birth Father – up to 37 consecutive weeks of unpaid leave, beginning after the child's birth and within 52 weeks after that event.
- (d) For Adoptive Parents – up to 37 consecutive weeks, beginning within 52 weeks after the child is placed with the parent.

#### Article 6.07 – Family Responsibility Leave

An employee is entitled to up to 5 days of unpaid leave during each employment year to meet responsibilities related to:

- (a) the care, health or education of a child in the employee's care; or
- (b) the care or health of any other member of the employee's immediate family.

#### Article 6.08 – Return from Leave of Absence

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 Occupational Health and Safety Regulations and hold regular monthly meetings as outlined in the W.C.B. Regulations.

A copy of the minutes of the Safety Committee will be posted on the Union Bulletin Board and a copy will be forwarded to the Union Hall.

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)
wristbands	flash light and batteries	safety goggles (when required)
<u><b>ankle bands</b></u>		

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 – Safety Boots

Upon completion of three (3) years of service employees will be entitled to a maximum of one hundred dollars (\$100.00) from the Employer towards the purchase of WCB approved safety foot wear. The Employer will require a receipt for proof of purchase.

#### Article 7.06 – 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 7.07 – 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 and/or discipline.

#### Article 7.08 - 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 7.09 - 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 7.10 – 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 8.04 – Traffic Control Person Renewal Reimbursement**

Upon successful completion of the Traffic Control Person renewal exams, all employees with more than three (3) years of service with the Employer will be reimbursed the cost of their renewal.

## **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 sixty-five dollars (\$65.00) 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 workday and forty (40) hours of work shall constitute a workweek. 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 one hundred and fifty percent (150%) of the regular rate for the first three (3) hours immediately after the regular work shift, the first eleven (11) hours on Saturday, and for night calls that commence between 6:00 p.m. and 4:00 a.m.

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 workday, 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 minimum period of four (4) hours or four (4) hours' pay, starting when the employee arrives at the work site and finishing when the employee leaves the work site.

## **ARTICLE 13 – SHIFT WORK AND PREMIUMS**

Article 13.01 – Definition of Shifts

- (a) First (1<sup>st</sup>) Shift - to a maximum of eight (8) continuous hours of work between the hours of 4:00 a.m. and 6:00 p.m.
- (b) Second (2<sup>nd</sup>) Shift - to a maximum of eight (8) continuous hours of work between the hours of 6:00 p.m. and 4:00 a.m.
- (c) If the majority of hours worked are after 6:00 p.m. this will be considered a second shift and appropriate shift premiums shall be paid for all hours worked.

Article 13.02 – Shift Premiums

The shift premium for the second (2<sup>nd</sup>) Shift will be time and one half (1.5) the regular rate for all hours worked up to a maximum of eleven (11) hours Monday through Friday. Shift premium on Saturday will be one hundred and fifty percent (150%) and will increase to double (2) time the regular rate after eleven (11) hours of work.

**ARTICLE 14 - STATUTORY HOLIDAYS AND VACATIONS**

Article 14.01- Statutory Holidays

Statutory Holidays will be:

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

and any other day declared as such by the provincial or federal governments.

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

<b><u>Up to 900 hours</u></b>	<b><u>900 hours to 36 months</u></b>	<b><u>Over 36 months</u></b>
<b><u>accumulated</u></b>	<b><u>accumulated</u></b>	<b><u>accumulated</u></b>
<b><u>employment</u></b>	<b><u>employment</u></b>	<b><u>employment</u></b>

**Annual Vacation Pay:**

<b><u>4%</u></b>	<b><u>5%</u></b>	<b><u>6%</u></b>
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Probationary Traffic Control Person: An employee who has successfully completed a recognized Traffic Control Course, and has yet to complete an accumulation of nine hundred (900) hours.

Traffic Control Person: An employee who is fully qualified in all aspects of traffic control.

**Probationary Lane Closure Technician** **An employee who has successfully completed a recognized Traffic Control Course, and has yet to complete an accumulation of four hundred (400) hours of service as a Lane Closure Technician with the Employer.**

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals through their respective Officers on the 27<sup>th</sup> day of January, 2011.

SIGNED ON BEHALF OF THE  
COMPANY  
Mar-Tech Traffic Control Ltd.

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

\_\_\_\_\_  
BOB TAYLOR

\_\_\_\_\_  
DOUG S. McKAY  
Business Manager and Financial Secretary

APPENDIX "A"

	January 1/11	January 1/12	January 1/13
<u>TRAFFIC CONTROL</u>			
TRAINING RATE	\$ 17.00	\$ 17.00	\$ 17.00
TRAFFIC CONTROL PERSON	\$ 17.51	\$ 17.75	\$ 18.00

	January 1/11	January 1/12	January 1/13
<u>LANE CLOSURE</u>			
<u>PROBATIONARY LANE CLOSURE TECHNICIAN</u>	<u>\$ 18.57</u>	<u>\$ 18.57</u>	<u>\$ 18.57</u>
LANE CLOSURE TECHNICIAN	\$ 21.43	\$ 21.50	\$ <u>TO BE NEGOTIATED</u>

SIGNED ON BEHALF OF THE  
COMPANY  
Mart-Tech Traffic Control Ltd.

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

\_\_\_\_\_  
BOB TAYLOR

\_\_\_\_\_  
DOUG S. McKAY  
Business Manager and Financial Secretary

\_\_\_\_\_  
January 27, 2011

Date

\_\_\_\_\_  
January 27, 2011

Date

**APPENDIX "B"**

**TRAFFIC CONTROL TRAINING COMMITTEE**

TRAINING COMMITTEE:      Representation from Employer and Union.  
Meet quarterly.  
Discuss training needs with Employer.  
Discuss probationers' progress with Employer.

SIGNED ON BEHALF OF THE  
COMPANY  
Mar-Tech Traffic Control Ltd.

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

\_\_\_\_\_  
BOB TAYLOR

\_\_\_\_\_  
DOUG S. McKAY  
Business Manager and Financial Secretary

\_\_\_\_\_  
January 27, 2011  
Date

\_\_\_\_\_  
January 27, 2011  
Date

**APPENDIX “C”**

**FAIR WAGE POLICY JOBS**

Fair Wage Policy jobs will be dispatched as per the terms of the Collective Agreement. The Fair Wage rate of pay includes all premiums and benefits payable to an employee.

However, overtime shall be paid using the base Fair Wage rate in accordance with the premiums set out in Article 11.

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Mar-Tech Traffic Control Ltd.

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\_\_\_\_\_  
BOB TAYLOR  
President

\_\_\_\_\_  
DOUG S. McKAY  
Business Manager and Financial Secretary

\_\_\_\_\_  
January 27, 2011  
Date

\_\_\_\_\_  
January 27, 2011  
Date

**APPENDIX “D”**

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.

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DOUG S. McKAY  
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\_\_\_\_\_  
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January 27, 2011  
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## APPENDIX “E”

### HEALTH AND WELFARE

#### HEALTH AND WELFARE PLAN

All employees who have completed nine hundred (900) hours of service with the Employer will be enrolled in the benefit plan provided through Great West Life Assurance Company, as well as Medical Services Plan. Employees will start the coverage on the first (1<sup>st</sup>) of the month following nine hundred hours.

- (a) Coverage meeting the following general descriptions will be made available through an insurance carrier or carriers.
- i. **Life Insurance:** two hundred percent (200%) of annualized earnings to a maximum of \$100,000 reduced to one hundred percent (100%) of annualized earnings at age 65 and terminating at the earlier of retirement or age 71.
  - ii. **Long Term Disability:** up to sixty-seven percent (67%) of monthly earnings to a monthly benefit maximum of \$3,500, terminating at the earlier of retirement age of age 65.
  - iii. **Short Term Disability:** up to sixty seven percent (67%) of weekly earnings to a weekly benefit maximum of \$600, terminating at the earlier of retirement or age 65.
  - iv. **Extended Health:** eighty percent (80%) coverage for allowable Prescription Drugs and one-hundred percent (100%) for other eligible extended health care services as defined by the carrier.
  - v. **Vision Care:** up to \$250 every twenty-four (24) months.
  - vi. **Dental:** eighty percent (80%) basic dental and fifty percent (50%) major dental to a combined maximum of \$1,500.
- (b) Coverage under any of the items listed in item (a) above is subject to each employee meeting the eligibility requirements of the plan carrier or carriers for enrolment, including any waiting periods. The parties recognize that (a) provides a general description of coverage only, and is not an exhaustive description of the limitations, definitions and restrictions in any applicable carrier plan.
- (c) In addition Mar-Tech Traffic Control Ltd. will pay fifty percent (50%) of B.C. Medical Services Plan (MSP) premiums on behalf of eligible employees.
- (d) All benefit premiums will be paid on a 50/50 basis by the Employer and the Employee, provided that the amount for premiums paid by Mar-Tech Traffic Control Ltd. will be capped by the following overall maximums (including MSP):

Single: \$106.25 per single employee/month

Family: \$192.50 per family employee/month

- (e) The Employer's obligation is limited to arranging for coverage as outlined in (a) above, and paying its share of premiums as set out in this Appendix. Any benefits are payable by the insurance carrier and not the Employer. All disputes relating to claims under the benefits plans, including coverage claims or questions of eligibility, arise between the employee and the relevant carrier, and are not the proper subject of grievance under this collective agreement.
- (f) If coverage meeting the description in (a) is no longer readily obtainable from a carrier, the parties agree that there will be no recourse against the Employer for a failure to arrange for such coverage.

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