

ACE FLAGGING

COLLECTIVE AGREEMENT

FEBRUARY 1, 2017 – JANUARY 31, 2020

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AGREEMENT

This Agreement made and entered into on this 1st day of February, 2017.

BETWEEN: ACE FLAGGING

(hereinafter called the “Company” and sometimes referred to as the “Employer”

OF THE FIRST PART;

AND:

Local Union 258 of the International Brotherhood of Electrical Workers, being a trade union within the meaning of the *Labour Relations Code* (December 15, 1992), and amendments thereto (hereinafter called the “Union” and sometimes referred to as the “Local Union”)

OF THE SECOND PART:

The object of the Agreement is to stabilize the flagging industry, provide fair and reasonable working conditions and job security for employees in the industry.

WHEREAS the Employer and the Local Union wish to create and maintain continuing harmonious labour/management relations, therefore, in pursuance thereof, the Employer and the 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 upon a common Collective Agreement upon the terms and conditions herein; and

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

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

ARTICLE 1 - TERM OF AGREEMENT

Article 1.01

This Agreement shall be in full force and effect from and including **February 1, 2017 to and including January 31, 2020** and shall continue in full force and effect from year to year thereafter subject to the right of either party to this Agreement within four (4) months immediately preceding the date **January 31, 2020** or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, to require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision to the Collective Agreement or a new Collective Agreement. The operation of Section 50 of the *Labour Relations Code* as amended, is hereby excluded.

Article 1.02

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of existing or subsequent enacted legislation, or by any decree of a court of competent jurisdiction, such invalidation or such part or portion of this 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 the Agreement to introduce in any phase of the operation, any new class of work within the scope of this Agreement, the job classification and its associated rate shall be discussed and agreed upon prior to introduction. Should the parties fail to reach agreement, the matter shall be submitted to Arbitration in accordance with Article 4.02 herein.

Article 1.05

Wherever the singular or masculine is used in this Agreement, the same shall be construed as meaning the plural or the feminine, where the content of the parties here so agree.

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 the 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 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 engagement, employees will be advised that as a condition of employment they are required to execute an assignment of dues to the Local Union. The Employer will honour assignments for union dues (including Per Capita) and fees and remit the fees and dues to the Financial Secretary of Local Union 258 within fifteen (15) days, but not later than thirty (30) days from each pay day, stating the employee's name, rate, dues assessment and month deducted. During layoff, Leave of Absence, illness of any other absences from work, employees will be responsible for submitting their own dues to Local 258.

Article 2.04

It is agreed that no part of this Agreement is to be interpreted as requiring members of the Local Union to work behind a legal picket line where a strike, lockout or other conditions detrimental to the interest of the Local Union prevail.

Article 2.05

The parties agree that there will not be a strike or lockout during the life of this Agreement.

Article 2.06

Representatives of the Local Union may, with permission from the Company, have access to that portion of the Company's operations where Local Union members are employed. Such permission shall not be unreasonably withheld.

Article 2.07

Subject to the provision of this Agreement, the management, direction, promotion and discipline of the working force is vested exclusively in the Employer. Where discipline is imposed by the

Employer, the Local Union will be advised.

ARTICLE 3 - SHOP STEWARDS

Article 3.01

The Union shall appoint a Shop Steward or Stewards at each location considered necessary. The Union shall notify the local management of the Employer as to the names and locations of each Steward. The Employer shall likewise notify the Union as to the names and locations of each supervisor.

Article 3.02

Stewards shall report to their immediate supervisor and request permission to leave the job before leaving work to conduct Union Business which shall consist solely of the investigation of complaints that may lead to grievances, or to handle the adjustment thereof, or to attend at any meeting with representatives of the Company or such other Union Business as may be authorized by the Company during working hours.

Article 3.03

The Company shall allow Stewards to conduct said business within their assigned areas of representation, unless such action would seriously interfere with operations and, in such instances, the immediate supervisor shall make arrangements for the Stewards to leave the job as soon thereafter as operations will permit.

Article 3.04

No Shop Steward, committee or employee shall be discriminated against or jeopardized in standing or suffer any loss of employment on account of membership in or legitimate activities on behalf of the Local Union.

Article 3.05

The Company shall pay employees at prevailing regular rates for Union Business conducted during their regular business hours.

ARTICLE 4 - GRIEVANCE PROCEDURE AND ARBITRATION

Article 4.01 - Definition

A grievance shall be defined as any dispute or controversy between the Company and the Union, or between the Company and one (1) or more of its employees covered by this Agreement in respect to any matters involving the interpretation, application or administration of any provision of this Agreement, any matter involving the alleged violation of this Agreement or any question as to whether any matter is grievable or arbitrable.

Article 4.02 - Time Limits

Direction for time limits for processing a grievance shall be extended for valid reason(s).

The parties shall agree on new time limits and proceed expeditiously to resolve the grievance(s).

Article 4.03 - Grievance Steps

Step 1

An employee having a grievance shall first make an earnest effort to resolve the problem by discussing it with his/her immediate supervisor, in the presence of a Shop Steward, within three (3) days of becoming aware of the grievance.

Step 2

If a satisfactory solution is not reached in Step 1 within seven (7) working days, the grievor, with the assistance of his/her Shop Steward, will submit the grievance in writing to the Business Manager of the Union who will take the matter up with the appropriate Company official within seven (7) working days of the Company 's reply in Step 1.

Step 3

Failing resolution of the difference or dispute at Step 2, the matter may be referred to a Board of Arbitration constituted under the provisions of the *Arbitration Act*. Arbitration proceedings may only be initiated by the grievor and must be commenced within sixty (60) calendar days after failure of settlement at Step 2. The said Board shall consist of a single Arbitrator who shall be agreed to by both parties, or failing agreement to be appointed by a Minister of Labour at the request of the parties to the 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 any power to alter or change any of the provisions of this

Agreement or to substitute any new provisions for any existing provisions thereof, and in reaching its decision it shall be bound by the terms and conditions of this Agreement.

Article 4.04

In respect to any grievance of a general nature, or safety relating to and/or the dismissal or discipline of any employee(s), the grievance procedure may be varied by commencing the grievance procedure at any appropriate stage up to and including Step 2.

ARTICLE 5 - SENIORITY, LAYOFFS AND LEAVES OF ABSENCE

Article 5.01 - Definition of Seniority

- (a) Seniority is defined as an employee's accumulated service with the Employer and will be the major consideration in determining the order of layoffs, subject to the ability to perform the remaining work, when it becomes necessary to reduce staff due to a slackness of work.
- (b) Call-Out Seniority

Senior employees shall be given jobs in accordance with the employee's seniority list as they become available for work. Once dispatched to any job, the employee shall retain such job to its end.

If two (2) calls come in at the same time, the senior employee will be dispatched to the job of longer duration.

The Employer may find it necessary to move an employee to another job in order for a junior employee to experience all aspects of the job. A junior employee may then be replaced by a senior employee who is out of work as a result of being moved to another job of a junior employee.

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

Any employee who unreasonably refuses three (3) jobs in a thirty (30) day period will be placed at the bottom of the seniority list for ninety (90) days. Any abuse of this clause by an employee may be grounds for termination.

All employees must call the Dispatcher as soon as a job is completed.

Article 5.02 - Probationary Period

Employees will be required to complete an initial probationary period of five hundred and twenty five (525) working 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. An extension of probation may be required if the thirty (30) days are not attained in a reasonable length of time. Such extension must be agreed to by the Union.

Article 5.03 - Layoffs

- (a) When there is a reduction in the work force of the Employer, the most junior employee shall be laid off first.
- (b) When an employee requests a layoff, for any reason, the said employee will not be allowed to bump a junior person upon return to work.
- (c) Maternity Leave - Maternity Leave shall be granted in accordance with Part 7 of the *Employment Standards Act*.

Article 5.04 - Recall/Emergency Call-Out

- (a) Recall shall be conducted in reverse order of the process by which layoffs are effected. Employees on recall who unreasonably refuse three (3) consecutive employment opportunities from the Employer, shall be placed at the bottom of the Recall Seniority List.
- (b) When no Local Union 258 members are available locally for recall, or where the Employer must hire locally for a job, the Employer may employ anyone who is qualified provided they can satisfy the Union and the Employer that they are a bona fide resident of the area.
- (c) The Employer will have a stand-by list of those employees volunteering to go out on emergency calls. The most senior employee volunteering for emergency call-out will be called out first. The employees on the Call-Out List will be rotated so that all calls are distributed on a fair and equitable basis.

Article 5.05 - Seniority List

Seniority lists will be kept up to date by the Company and forwarded to the Union Hall once monthly.

Article 5.06 - Credited Seniority

- (a) Employees who are laid off and recalled to the same Company within a twelve (12) month period from the date of layoff will be credited with their former seniority held at the time of the last layoff.
- (b) Absence due to annual vacation, Workers' Compensation, Local Union Business, sickness, accident and long-term disability, will in no way reduce an employee's accumulated seniority. Should a reduction in staff occur during any of the aforementioned periods, such reduction shall be in accordance with Article 5.03.
- (c) When an employee signs off the books or takes Leave of Absence, the amount of time off shall be deducted from his/her seniority date for the purposes of Article 5.03 and 5.04 (Layoff and Recall).
- (d) It shall be the duty of each employee to notify the Company of the reason for absence and upon request shall furnish evidence to support the absence (excluding annual vacation, Local Union Business and Workers' Compensation) and keep the Company informed of the anticipated date of return to duty. When replacement employees are required, the provisions of Article 5.04 (b) shall apply.

Article 5.07

The Company, upon receiving four (4) weeks' notice in writing from the Executive Officers 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. The Employer shall grant Leave of Absence without pay, but including concessions, pensions (i.e. C.P.P.) and benefits for the period covered by their Leave of Absence. The Union will pay the Employer's share of such concessions, pension(s) and benefits.

Article 5.08

The Company, upon receiving two (2) weeks' notice in writing, from the Executive Officers of the Local Union, agrees to grant Leave of Absence without pay to Local Union members for the purposes of attending to Local Union Business. Such Leaves of Absence shall not exceed three (3) in number at any one time.

Article 5.09

Upon return from accident, sickness, vacation or bereavement, the employee will be returned to the job held prior to the Leave of Absence or a similar job, if the prior job held by the employee no longer exists.

Article 5.10 - Leave of Absence

Employees requesting a Leave of Absence must do so in writing and the Employer's reply to the request will be in writing. The Employer reserves the right to refuse Leave of Absence when staffing requirements deem it not possible.

Article 5.11

Bereavement Leave of one (1) day paid at the employee's regular rate of pay (or up to three (3) days at the discretion of the Employer) shall be allowed where death has taken place in the immediate family. Immediate family shall be defined as parents, spouse, children, brothers, sisters, grandparents and common-law spouse of more than twelve (12) months of the employee.

ARTICLE 6 - SAFETY PRACTICES

Article 6.01

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.

Article 6.02 - Safety Committee

The Employer shall adhere to the provisions of Section 3 of the Workers' Compensation Board's Industrial Health and Safety Regulations.

Article 6.03 - Safety Practices

- (a) i Employees will be responsible for the transportation and the keeping in good condition equipment items such as hard hats, vests, paddles, staff radios, signs, stands and any other Employer-owned equipment.
- ii Employees requiring glasses must wear glasses, preferably with safety lenses instead of contact lenses while on the job site.
- iii Employees must wear proper attire consisting of pants and T-shirts minimum, at all times unless otherwise stated (W.C.B.). Essential protective clothing shall be supplied by the employee including boots, rain clothing, etc.
- iv W.C.B. approved safety footwear must be worn at all times while on the job site.
- v No employee will be allowed to work more than sixteen (16) hours in any twenty-four (24) hour period; this sixteen (16) hours to include paid meal breaks and travel time if applicable.

(b) Qualifications

- i Prior to hiring, prospective employees must have successfully completed a recognized traffic control certification course.
- ii Employees required to operate pilot vehicles shall be properly licensed.

Article 6.04

The Employer will provide the following safety items to its employees: hard hats, vests, signs, radios, cuffs and flashlight. All equipment will be returned to the Employer in good condition upon the Employer's request.

Employees wishing to purchase their own equipment will be given the opportunity to buy them at cost from the Employer.

Article 6.05

Upon completion of the Traffic Control Person 11 stage the employer will purchase raingear for the employees. The employer will pay one hundred dollars (\$100.00) every two (2) years and the employee will pay any additional costs for the raingear.

Article 6.06

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.

Article 6.07 - On-the-Job Injury

- (a) If an employee is injured to such an extent that he/she is obliged to cease work, his/her wages will continue for the balance of the day on which he/she is injured.
- (b) The Company shall furnish adequate emergency transportation to and from the nearest suitable doctor or hospital for any employee injured or who has become seriously ill while in the Company's employ.

ARTICLE 7 - HEADQUARTERS, TRANSFERS, BOARD AND LODGING

Article 7.01

The Company will provide Board of forty dollars (\$40.00) per day and Lodging when an employee cannot reasonably return to his/her place of residence at the conclusion of the working day or shift.

A maximum of 100 kilometer radius from the main Post Office within a working day or shift would deem to be reasonable.

Employees who elect to reside at his/her normal place of residence or wish to provide their own Board and Lodging shall be provided an allowance of forty dollars (\$40.00) per day.

Employees who elect to reside at their place of residence shall receive the aforementioned allowance each day they are assigned and report at the work location that attracts a room and board requirement.

Employees who reside in the immediate vicinity of the work location and elect to provide their own Board and Lodging shall receive the aforementioned allowance for each day they would receive Company-provided Board and Lodging.

Article 7.02

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 Territories and the Amalgamated Building and Construction Trades' Council and the Amalgamated Construction Association of B.C. as amended from time to time, with the exception that two (2) compatible persons may be assigned to a room.

ARTICLE 8 - HOURS OF WORK

Article 8.01

Eight (8) hours of work between the hours of 6:00 a.m. to 7:00 p.m. shall constitute a first shift. Work between 7:00 p.m. and 6:00 a.m. shall constitute a second shift. Forty (40) hours of work shall constitute a work week. Hours of work shall be Monday to Friday.

ARTICLE 9 - OVERTIME

Article 9.01

The rate of pay for overtime shall be one-hundred and fifty percent (150%) of the regular rate for the first two (2) hours immediately after the regular shift and the first eight (8) hours on Saturdays. All other hours worked including Sundays and Statutory Holidays will be paid at two-hundred percent (200%) of the regular rate.

ARTICLE 10 - STATUTORY HOLIDAYS AND VACATIONS

Article 10.01

Statutory Holidays will be:

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

In addition, days in lieu of as designated by the provincial or federal governments, and any additional holiday not related to the above holidays and gazetted by the provincial or federal governments.

In lieu of pay on the Statutory Holidays, all employees shall receive 4.4% of their gross pay each pay period.

Article 10.02

Effective **February 1, 2017**, employees on probation, Traffic Control Person 1, will receive four percent (4%) of their gross wages as vacation pay. All other employees to receive five percent (5%) of their gross wages as vacation pay. Employees at the Traffic Control Person 11 will receive nine percent (9%) of their gross wages as vacation pay and employees thereafter will receive eleven percent (11%) of their gross wages as vacation pay.

The Employer shall pay vacation pay on each cheque. Employees shall be granted vacation leave as per the *Employment Standards Act*, upon request, subject to staffing requirements.

ARTICLE 11 - PAYMENT OF WAGES

Article 11.01

- (a) Employees shall be paid not later than Friday every two (2) weeks, by cheque.
- (b) If the regular pay day falls on a Statutory Holiday, employees will be paid on the preceding work day.
- (c) Any irresponsibility in the payment of wages will be considered sufficient cause for the Union to require weekly payments or even daily payments in cash to employees and all cheques are to be made payable at face value.

Article 11.02

The Company agrees to grant all employees covered by this Agreement, two (2), fifteen (15) minute, rest periods each day, one in the morning and one in the afternoon.

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

Article 11.03

When an employee works five (5) continuous hours or more he/she shall be given an unpaid one-half (1/2) hour lunch period commencing between the fourth (4th) and fifth (5th) hour of work. The Employer shall ensure a relief person is covering during this period.

Article 11.04

If an employee agrees to work through rest and/or lunch breaks because no relief is available due to unforeseen circumstances, the employee shall receive payment at overtime rates.

ARTICLE 12 – TRAVELING

Article 12.01

Traveling time starts:

West past West Bay Hotel;
South past Cameron Shops;
East past Cathedral Grove.

MOT jobs to be discussed.

Article 12.02

Employees who are required to use their vehicle for any reason other than personal transportation to and from work, shall receive an additional four dollars and seventy-five cents (\$4.75) effective **February 1, 2017** for all hours worked. (When fuel prices reach \$1.50 per litre the parties will meet to discuss an appropriate increase to Vehicle Allowance.)

Article 12.03

- (a) With the exception of call-out, if an employee who reports for work and on reporting to work finds no work available, shall be entitled to two (2) hours pay at his/her regular rate of pay. This payment shall not apply if, during the preceding work day, the Employer has notified the employee not to report for work on the day following.

Notwithstanding the aforementioned, it shall be the intent of the Employer to notify an employee as to work assignments for the following day prior to completion of the normal hours of work.

- (b) Call-out shall be for a minimum period of four (4) hours or four (4) hours pay, starting when the employee arrives at the work site and finishing when the employee leaves the work site.
- (c) Straight-time wages will be paid for travel to and from any work site outside the 100 kilometer radius once per job.

Article 12.04

Effective **February 1, 2017** employees required to use their vehicles on logging roads will receive a rate of **twenty-four dollars and fifty cents (\$24.50)** per hour for all hours paid that day. Effective **February 1, 2018** employees required to use their vehicles on logging roads will receive a rate of **twenty-four dollars and eighty cents (\$24.80)** per hour for all hours paid that day. Effective **February 1, 2019** employees required to use their vehicles on logging roads will receive a rate of **twenty-five dollars and fifty cents (\$25.50)** per hour for all hours paid that day. Drivers will receive **twenty-three dollars (\$23.00)** gas a day (after 10 kms).

ARTICLE 13 - JOB DESCRIPTIONS

Employees listed below shall be fully certified by way of having successfully completed an agreed to Traffic Control and Flagging Course. Certified employees must maintain their certified status by having worked as a Flag Person within any preceding twenty-four (24) month period.

- Probationary Flag Person - An employee who has successfully completed a recognized Traffic Control and Flagging Course and has yet to complete five hundred and twenty five (525) working hours with the same Employer. Probationary employees must work with a fully qualified Flag Person at all times.
- Flag Person - 1st Stage - An employee who has more than five hundred and twenty six (526) working hours but less than 1800 working hours and is being trained in all aspects of flagging including highway work and radio operation.
- Flag Person - 2nd Stage - An employee who has completed their 1801 working hours but less than 3300 working hours of flagging and is continuing to be trained.

Qualified Flag Person - A fully qualified employee engaged in all aspects of traffic control as assigned who has completed more than 3301 working hours.

The Employer is to provide a list of hours worked along with a seniority list to the Union on January 15 and June 15, of each year.

ARTICLE 14 - WAGE SCHEDULE AND NOTES

Hours	<u>Feb 1/17</u> <u>1.5%</u>	<u>Feb 1/18</u> <u>1.5%</u>	<u>Feb 1/19</u> <u>1.5%</u>
Probationary 0 – 525 hours	<u>\$12.40</u>	<u>\$12.59</u>	<u>\$12.78</u>
Traffic Control Person 1 (526-1800 hours)	<u>\$12.93</u>	<u>\$13.12</u>	<u>\$13.32</u>
Traffic Control Person 11 1801-3300 hours)	<u>\$14.04</u>	<u>\$14.25</u>	<u>\$14.46</u>
Thereafter	<u>\$15.70</u>	<u>\$15.94</u>	<u>\$16.18</u>

(a) Any employee whose wage rate is greater than the respective rates in Article 14 at the date of signing this Collective Agreement shall have their rate protected until a negotiated rate exceeds the protected rate. This protected rate shall also be in effect if an employee is recalled in accordance with Article 5.06 herein.

(b) First Aid Premiums shall apply when an employee is designated by the Employer and in keeping with W.C.B. requirements.

- Level I - \$0.25 per hour paid
- Level II - \$0.50 per hour paid
- Level III - \$1.00 per hour paid

(c) Shift Premium

A one dollar (\$1.00) per hour shift premium will be paid for work between the hours of 7:00 p.m. and 6:00 a.m.

(d) Employer will pay the cost for renewal of Traffic Control Tickets for all Employees who have reached TCP 11.

IN WITNESS WHEREOF, the parties have hereto affixed their hands and seals through their respective Officers on the _____ day of _____, 2017

SIGNED ON BEHALF OF THE
EMPLOYER
Ace Flagging

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

WES JOHNSON
Owner

DOUG S. MCKAY
Business Manager and
Financial Secretary



APPENDIX "A"

HEALTH AND WELFARE

Employees will be eligible upon reaching Traffic Control Person 11. Thereafter employees have to work 40 hours per month. This will be reviewed after the first year of this Agreement.

All benefit premiums will be 100% paid by the employer.

APPENDIX “B”

C.O.L.A. CLAUSE

In the event that the parties are unable to negotiate a new collective agreement by **January 31, 2020**, all wages herein will be increased, on an interim basis, by the current Canadian CPI.

No negative Canadian CPI rate will apply.