

**ISLAND TRAFFIC SERVICES LTD.**

**COLLECTIVE AGREEMENT**

**APRIL 1, 2016 – MARCH 31, 2020**

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## AGREEMENT

THIS AGREEMENT ENTERED INTO ON THIS 8<sup>TH</sup> DAY OF DECEMBER, 2017.

BETWEEN: ISLAND TRAFFIC SERVICES 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 **April 1, 2016**, this Agreement shall be in full force and effect and shall be binding on the parties until the **March 31, 2020**, 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 that 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 Step 2 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 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 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 that 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

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 the preamble.

## 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 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 (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

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

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.

In the event a headquarters is downsized or closed, the employees affected have the right to move to another headquarters and retain their seniority.

**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, if the position still exists. When a job ceases for more than fourteen (14) days it will be considered a new job.**



#### 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 seven-hundred (700) 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.

#### 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/Zone

The following zones will be the basis for separate seniority lists within the Company.

Victoria – Victoria to South Shawnigan.

Duncan – from/and including South Shawnigan Lake cut off to Saltair Bridge.

Nanaimo – North of Saltair Bridge to Cooks Creek Junction.

Courtenay/Comox – Cooks Creek Junction to Oyster River.

Campbell River – Oyster River to south end of Browns Bay Highway 19A. Highway 28 west end of Buttles Bridge.

Gold River – west end of Buttles Bridge to Tahsis.

Sayward – north end of Browns Bay to Wass Junction.

Pender Island.

Denman and Hornby Island.

#### 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 5.08 – Different Job Location

Any employee moved from one job location to a different job location, at the request of Island Traffic Services Ltd., upon its completion of the job moved to, the employee may return to the original job location if still available.

#### Article 5.09 – Change of Residence

Employees will be required to provide proof of change in residence to carry their seniority to a different seniority zone. These moves will be allowed once every five (5) years.

### **ARTICLE 6 – LEAVE OF ABSENCE**

#### Article 6.01 – Union Leave

- (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 **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 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.
- (c) **Such leaves of absence shall not exceed three (3) in number of employees at 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 will be paid for a “Probationary” Traffic Control Person/Lane Closure Tech. Bereavement Leave of three (3) days will be paid for Traffic Control Person/Lane Closure Tech at the employee’s regular rate of pay and will be granted where death has taken place in the immediate family. Immediate family shall be defined as: **spouse, child, parents and guardian, sibling, grandchild, grandparents of an employee or any person who lives with an employee as a member of the employee’s family. This interpretation also includes common-law spouses, step-parents and step-children, or same sex partners and their children. Island Traffic also includes: Sister-In-Law, Brother-In-Law, Father-In-Law and Mother-In-Law.**

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

### Article 6.04 – Jury Duty Leave

**An employee who is required to attend Court as a juror is considered to be on unpaid leave for the period of the jury duty.**

**Employees are expect to give their employers as much notice as possible and provide sufficient information for their employers to understand the reason for the leave. Employees are not required to give notice in writing or disclose personal or private information.**

**An employer may not terminate an employee or change a condition of employment, without the employee’s written consent, because of a leave or pregnancy.**

### Article 6.05– Pregnancy Leave

**A pregnant employee is entitled to up to 17 consecutive weeks of unpaid pregnancy leave. This leave may start no earlier than 11 weeks before the expected birth date, and must end no earlier than six weeks after the birth date unless the employee requests a shorter period.**

**If pregnancy leave is not requested until after the birth of a child or after termination of the pregnancy, the employee is entitled to up to six consecutive weeks of leave beginning on the date of birth or termination date.**

**An initial period of leave may be extended up to six consecutive weeks if an employee is unable to return to work for reasons relating to the birth or termination of a pregnancy.**

**A request to return from leave earlier than six weeks after the birth must be made in writing at least one week before the proposed return date.**

An employer may require an employee to provide a doctor's certificate in support of a request for leave or a leave extension.

#### Article 6.06 – Parental Leave for Birth and Adopting Parents

A birth mother who takes pregnancy leave is entitled to 35 consecutive weeks of unpaid parental leave. A birth mother must begin her parental leave immediately after her pregnancy leave ends, unless she and the employer agree otherwise.

A birth mother who does not take pregnancy leave, a birth father, or an adopting parent is entitled to up to 37 consecutive weeks of unpaid parental leave. The leave can begin anytime within 52 weeks of the birth or placement of the child.

An initial period of parental leave may be extended up to five consecutive weeks if the child requires an additional period of parental care.

An employer may require an employee to provide a doctor's certificate or other evidence that the employee is entitled to the leave or leave extension.

#### Article 6.07 – Compassionate Care Leave

An employee can take up to eight weeks of unpaid leave within a 26 week period to care for or support a gravely ill family member.

The employee must obtain a medical certificate which states that the family member is gravely ill with a significant risk of death within 26 weeks.

“Family member” means someone who is:

in relation to an employee:

- a member of an employee's immediate family ;
- an employee's step-sibling, aunt or uncle, niece or nephew;
- a current or former foster parent, foster child, ward or guardian; or
- the spouse of an employee's sibling or step-sibling, child or step-child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster child or guardian.

in relation to an employee's spouse:

- a parent or step, sibling or step-sibling, child, grandparent, grandchild, aunt or uncle, niece or nephew, current or former foster parent, or current or former ward; and

anyone who is considered to be like a close relative regardless of whether or not they are related by blood, adoption, marriage or common law partnership.

## **Article 6.08 – Family Responsibility Leave**

**An employee is entitled to up to five days of unpaid leave in each employment year to meet responsibilities related to the care, health or education of any member of the employee's immediate family.**

**or the provisions of the Employment Standards act, whichever is greater.**

## **Article 6.09 – 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 case where the employee would have been removed from that job for just cause.**

## **ARTICLE 7 - SAFETY PRACTICES**

### **Article 7.01 – Worksafe BC 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 Worksafe BC Occupational Health and Safety Regulations and hold regular monthly meetings as outlined in the Worksafe BC 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 Worksafe BC approved safety footwear must be worn at all times while on the job site.
  - iii Employee attire will be in conformance with Worksafe BC Regulation and the Employer's policy.
  - iv No employee will work alone on the graveyard shift, except when the employee can stay in the vehicle.
  
- (b) **Qualifications**
  - i Each employee must hold a valid Traffic Control Qualification Card.
  - 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 Worksafe BC. 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.

Upon the completion of probationary period, the Employer will provide up to one hundred dollars (\$100.00) during the term of this agreement for the purchase of Worksafe BC approved safety footwear.

#### 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 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) Worksafe BC;
- (b) Employer; and
- (c) the Union.

### 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 I	-	\$1.00 per hour.
Level II	-	\$1.75 per hour.
Level III	-	\$3.00 per hour.

## **ARTICLE 8 – TRAINING**

**All training required for employees to perform their duties in a safe and efficient matter, will be referred to the Training Committee to assess the need. The Employer is entitled to two (2) unpaid training days per year, per Employee, for work related training.**

## **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 one-hundred dollars (\$100.00) in lieu of same. An allowance of one hundred dollars (\$100.00) will be provided for meals for those employees who elect Board and Lodging.

### 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 mutual **written** 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 10.03**

Accumulation of hours will be provided to each employee **upon request**.

## **ARTICLE 11 - OVERTIME**

The rate of pay for overtime shall be at 150% of the regular rate for the first three (3) hours immediately after the regular work shift **as well as** the first eight (8) hours on Saturday will also be paid at 150% of the employees regular rate of pay, then double time rates apply. 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**

- 1) **When an employee is called out for work and no work is performed, the employee shall be paid two (2) hours;**
  - (a) **On regular shifts, at straight time, or**
  - (b) **On Saturdays, at time and one half (1.5X), or**
  - (c) **On Sundays and Statutory Holidays at double time (2X) their regular rate of pay.**

**When an employee is called out for work at any time and work is performed, the employee shall be paid a minimum of;**

- (a) **On regular shifts, four (4) hours at straight time; or**
  - (b) **On overtime days, four (4) hours at the appropriate overtime rates.**
- 2) **Call out shall be for a minimum period of four (4) hours, or four(4) hours pay, starting when the employee arrives at the worksite and finishing when the employee**



leaves the work site.

**Any name request shall be made in writing by the contractor (confirmation on time slips will be sufficient).**

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

#### Article 13.01 – Definition of Shifts

- (a) First (1<sup>st</sup>) shift – all hours worked between 7:00 am and 6:59 pm. The first eight (8) hours worked are paid at straight time rates then overtime applies.
- (b) Second (2<sup>nd</sup>) shift – all hours worked between 7:00 pm and 6:59 am. The first eight (8) hours worked are paid at 150% of the employees regular rate of pay then double time rates apply.

### **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	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 their gross pay each pay period as outlined in 14.02.

#### Article 14.02 – Statutory Holiday Pay and Vacation Pay

**Annual Vacation pay shall be five (5%) percent of gross earnings and statutory holiday pay shall also be five (5%) percent for a combined total of ten (10%) percent and shall be paid on each pay cheque.**

#### Article 14.03 – Protected Rate

Those employees whose vacation pay and statutory holiday pay exceeds the negotiated rate as of March 31, **2017** will have that rate protected until such a time that a greater entitlement is negotiated.

## **ARTICLE 15 - PAYMENT OF WAGES**

### **Article 15.01**

- (a) Employees shall be paid weekly, on the Friday of each week by direct deposit.
- (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 Breaks**

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. This must be acknowledged on your time slip, by the contractor.

## **ARTICLE 17 - JOB DESCRIPTIONS**

Employees listed below shall be fully qualified by way of having successfully completed a recognized Traffic Control Course. Qualified employees must maintain their qualification status by having worked as a Traffic Control Person within any proceeding twelve (12) month period.

Probationary Traffic Control  
Person:

An employee who has successfully completed a recognized Traffic Control Course and has yet to complete an accumulation of seven hundred (700) hours.

Traffic Control Person:

An employee who is fully qualified in all aspects of traffic control having completed their probationary

period.

Probationary Lane Closure  
Tech:

- A new Lane Closure Technician who has yet to complete a four hundred (400) hour probationary period as a Lane Closure Technician.

Lane Closure Tech:

- An employee who is a traffic control person trained in all aspects of traffic control and is qualified in the operation of a lane closure vehicle.

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. Any name request shall be made in writing by the contractor (confirmation on time slips will be sufficient).
3. **On or about the date of ratification, December 8, 2017, current employee's will receive a two hundred (\$200.00) dollar signing bonus.**

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals through their respective Officers on the \_\_\_\_\_day of \_\_\_\_\_, 2018.

SIGNED ON BEHALF OF THE  
COMPANY  
Island Traffic Services Ltd.

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

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RAOUL MALAK  
Administrator

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DOUG S. McKAY  
Business Manager and Financial Secretary

**APPENDIX "A"**

**WAGE SCALES AND SCHEDULED NOTES**

	<b><u>April 1/16</u></b>	<b><u>Dec 8, 2017</u></b>	<b><u>April 1, 2018</u></b>	<b><u>April 1, 2019</u></b>
The Union acknowledges a zero (0%) percent increase on April 1, 2016				
PROBATIONARY TRAFFIC CONTROL PERSON	\$15.00	\$15.50	\$15.50	\$15.50
TRAFFIC CONTROL PERSON	\$16.50	\$16.75	\$17.00	\$17.26
PROBATIONARY LANE CLOSURE TECHNICIAN	\$16.00	\$16.24	\$16.48	\$16.73
LANE CLOSURE TECHNICIAN	\$18.25	\$18.52	\$18.80	\$19.08

**NOTES:**

1. Employees who are required to set up signs for the purposes of work for the employer/contractor will be paid a sign set up premium of **six (\$6.00) dollars** for jobs 0-4 hours and **twelve (\$12.00) dollars** for jobs of 4 hours or more.
2. The employer will pay the cost of any ferry travel required by the employee for the purposes of work, will be paid for by the employer.

**APPENDIX "B"**

**HEALTH & WELFARE**

**The employer will provide the following after the probationary period is fulfilled at a 50/50 cost share.**

<b><u>Life Insurance</u></b>	<b><u>\$50,000</u></b>
<b><u>Accidental Death and Dismemberment</u></b>	<b><u>\$50,000</u></b>
<b><u>Dependent Life</u></b>	<b><u>\$5,000.00/\$2,500</u></b>

**Extended Health**

<b><u>-Yearly deductible</u></b>	<b><u>Nil</u></b>
<b><u>-Drugs (Co-Insurance)</u></b>	<b><u>\$1,000 (80%) (Per Certificate including children)</u></b>
<b><u>-Drug Plan</u></b>	<b><u>Generic Prescription</u></b>
<b><u>-Dispensing fee</u></b>	<b><u>Yes</u></b>
<b><u>-Major Medical (Co-Insurance)</u></b>	<b><u>80%</u></b>
<b><u>-Paramedical</u></b>	<b><u>\$300 per Certificate, all practitioners combined</u></b>
<b><u>-Emergency out of Canada</u></b>	<b><u>\$5 Million (60 days)</u></b>
<b><u>-Emergency out of Province</u></b>	<b><u>Yes</u></b>
<b><u>-Emergency Travel</u></b>	<b><u>Yes</u></b>
<b><u>-Hospital</u></b>	<b><u>Semi Private</u></b>
<b><u>-Home Nursing</u></b>	<b><u>Yes</u></b>
<b><u>-Eye exam</u></b>	<b><u>Every 2 years - \$65</u></b>
<b><u>-Vision care</u></b>	<b><u>\$200 every 24 months</u></b>

**Dental Benefits**

<b><u>-Yearly max (Basic, Perio-Endo)</u></b>	<b><u>\$1000 Combined</u></b>
<b><u>-% Insured</u></b>	<b><u>100%</u></b>
<b><u>-Annual deductible</u></b>	<b><u>Nil</u></b>
<b><u>-Major</u></b>	<b><u>50% (Max \$500)</u></b>
<b><u>-Orthodontics</u></b>	<b><u>N/A</u></b>
<b><u>-Recall Examination</u></b>	<b><u>Every 9 months</u></b>

## APPENDIX “C”

### JOINT OCCUPATIONAL HEALTH & SAFETY COMMITTEE

1. The joint committee has the following specific duties and functions:
  - Identify situations that may be unhealthy or unsafe for workers, and advise on effective systems for responding to those situations.
  - Consider, and promptly deal with complaints relating to the health and safety of workers.
  - Consult with workers and the employer on issues related to occupational health and safety, and the occupational environment.
  - Make recommendations to the employer and the workers for the improvement of the occupational health and safety, and the occupational environment of workers.
  - Make recommendations to the employer on education programs promoting the health and safety of workers and compliance with Part 3 of the *Workers Compensation Act* and the regulations, and to monitor their effectiveness.
  - Advise the employer on programs and policies required under the regulations for the workplace, and to monitor their effectiveness.
  - Advise the employer on proposed changes to the workplace, including significant proposed changes to equipment and machinery, or the work processes that may affect the health or safety of workers.
  - Ensure that accident investigations and regular inspections are carried out as required.
  - Participate in inspections, investigations and inquiries as provided in Part 3 of the *Workers Compensation Act* and Section 3 of the Regulation.

In workplaces where a worker health and safety representative is required, the representative has the same duties and functions as a joint committee to the extent practicable.

#### 2. Annual education leave

All joint health and safety committee members and worker health and safety representatives are entitled to eight hours of leave per year to attend occupational health and safety training courses run or approved by WorkSafe BC.

#### Joint Health & Safety Committee Selection Procedure

1. When committee members are required, the Union will request suggestions from members, anyone wishing to volunteer or have been nominated by a co-worker. The Union then asks if the above members wish to stand for the position.

2. Those who agree to stand for the position will be contacted by the Union to arrange a meeting to discuss the position and expectations of the Union.
3. The candidates should have relevant work experience, a strong commitment to health and safety, and be comfortable interacting with other employees.

Factors the Union considers when choosing members include:

- commitment to health and safety
- communication skills
- years of experience
- types of work performed
- hazards associated with work performed
- health and safety training

The Union will then choose the most appropriate candidate(s) and have them officially appointed by the Business Manager. The Employer will be informed immediately of the decision made by the Union.

Committee members appointed by the Union will have an open term as a member. If a member chooses to resign from the Committee, or if the Union feels the member is no longer committed we will then seek new candidates following our selection procedure noted above. In addition, the Union will take into consideration, any requests from members, at any time, who may be interested in being on the committee.

The IBEW Local 258's selection procedure is in compliance with the Workers Compensation Act – Joint Health and Safety Committee - Selection of Worker Representatives 128 (b).



**APPENDIX “D”**

**VEHICLE ALLOWANCE AND/OR TRAVEL ALLOWANCE**

When an employee has arrived at their original job site and is required, during the course of the working day, to travel in excess of **ninety (90) kilometers** to additional job sites, they will be paid an additional two (\$2.00) dollars per hour for all hours worked that day.

**APPENDIX "E"**

**SPECIAL EVENTS, OVERTIME ALLOWANCE**

**For Special Events which may include marathon, races, parades or charitable events, the following overtime provisions will apply.**

**The first ten (10) hours on a Saturday will be paid at time and one quarter (1 ¼) the regular rate of pay. The three (3) hours immediately following the above noted hours will be paid at time and one half (1 ½) the regular rate of pay. All other overtime hours on this Saturday will be paid at double time (2x) the regular rate of pay.**

**The first ten (10) hours worked on Sunday will be paid at time and one half (1 ½) the regular rate of pay. All other overtime hours on this Sunday will be paid at double time (2x) the regular rate of pay.**

**APPENDIX “F”**

**FOUR DAY 10 HOUR SHIFT**

**When the regularly scheduled shifts for a contractor/customer are based on four (4) ten (10) hour shifts, it is agreed that employees will:**

**(a) be informed that the shift is an exception to shifts otherwise noted in the collective agreement and they retain the right to decline the work and remain on call for the next available shift according to seniority;**

**(b) be advised that the work is ten (10) hours at straight time, four days on and three days off unless overtime is required;**

**(c) be paid:**

**1. Two (2) hours pay if called out and no work is performed.**

**2. Four (4) hours pay, minimum, once work has commenced.**

**3. Beyond ten (10) hours per day, to the 12<sup>th</sup> hour worked overtime shall be paid at time and one half (1.5x). Beyond the 12<sup>th</sup> hour overtime shall be paid at double time (2x).**

**4. All hours worked after the four (4) day compressed work week will be paid as follows:**

**i. Day five (5) and six (6) will be paid at time and one half (1.5) up to ten (10) hours, double time thereafter; and**

**ii. Work performed on Day seven (7) or a Statutory Holiday will be paid at double time (2x).**