

Memorandum of Agreement

Between

Streetwise Traffic Control

(The "Employer")

And

International Brotherhood of Electrical Workers, Local 258

(The "Union")

Whereas, the parties hereto entered into a Collective Agreement effective from upon Ratification until December 31, 2025.

1. The undersigned representatives herein agree to the terms of this Memorandum as constituting full settlement of all matters in dispute (save and except any outstanding grievances). It is further understood and agreed that this Memorandum is subject to ratification by the Principals respectively represented by the Union and the Employer.
2. The undersigned representatives of the Union and the Employer do hereby agree to recommend acceptance of the terms of this Memorandum to their respective Principals.
3. The Union and the Employer agree that the terms of the Collective Agreement shall become effective upon ratification and expire on December 31, 2025.
4. The Union and the Employer agree that all of the terms, provisions, rights, benefits and other entitlement afforded under the Collective Agreement which expired on April 17, 2023 shall be renewed unless otherwise changed or amended in accordance with this Memorandum. The terms to be incorporated are appended hereto.

Now, therefore, the parties hereto agree a follows:

ARTICLE 1 – TERM OF AGREEMENT

Article 1.01

Commencing upon ratification, this agreement shall be in full force and effect and shall be binding on the parties until December 31, 2025, 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 2 – UNION RECOGNITION AND WORK JURISDICTION

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.

When an employee is directed to appear before Management for reprimand, disciplinary action, suspension and/or discharge, the Union Representative or Shop Steward will be notified where a meeting with the Employer is or may be related to discipline. If a representative of the Union is not notified, any action taken will not be considered a matter of record. A memorandum of such proceeding shall be submitted to the Union office in writing within three (3) working days of the meeting.

Any document or written statement related to a disciplinary action, which may have been placed on the personnel file of an employee shall be deemed invalid after twelve (12) months have elapsed since the disciplinary action was taken, provided that no further disciplinary action has been recorded during this period. No employee covered by this Agreement shall be disciplined or discharged except for just cause.

Any suspended employee shall have the right to the grievance procedure and if exonerated shall be reimbursed for lost time, wages and benefits to which he would otherwise be entitled under this Collective Agreement.

Article 2.10

The Employer and the Union acknowledge that when Management is making business decisions regarding how work will be performed, that Management will give full consideration to all employee's qualifications prior to contracting out. For greater certainty, Management is permitted to contract out services during the life of this contract, provided no contracting out of services will be done which causes the direct layoff of any employee.

Article 2.11

A Union member shall have the right to wear or display recognized insignia of the Union.

Article 2.12

The Employer agrees to acquaint any new employee with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Recognition and the Assignment of Dues. The Employer agrees that a Union Steward will be given the opportunity to orientate each new employee within regular working hours, without loss of pay, for fifteen (15) minutes sometime during the first five (5) days of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Employer and the Union.

ARTICLE 4 – GRIEVANCE AND ARBITRATION PROCEDURE

Article 4.01

All potential grievances shall first be discussed between the shop steward(s) and the site supervisor within five (5) days after knowledge of the alleged violation or issue arising from the complaint.

Article 4.02

If the matter is not satisfactorily displaced of under Article 4.01, or if the issue is arising from a dismissal, a suspension or a policy grievance, the matter shall be referred by the Shop Steward to the Assistant Business Manager/Business Manager of the Union, who will determine whether a grievance should be filed with the Supervisor or Human Resources Manager. Said Grievance must be filed within ten (10) business days of the discussion in 10.1. A written decision will be presented to the Union within ten (10) business days of filing the grievance.

Article 4.03

If the grievance is not satisfactorily disposed of under Article 4.02, the Union may submit an appeal to the Employer, who will elevate the issue for further consideration. A written decision will be provided to the Union within ten (10) business days.

Article 4.04

If the grievance is not satisfactorily disposed of under Article 4.03 either party to this agreement may refer the grievance to a Sole Arbitrator within ten (10) days of receiving the decision under Article 4.03. The parties will, by mutual agreement, select a Sole Arbitrator. In the event the parties fail to agree on a Sole Arbitrator, either party may request the Minister of Labour to make the selection.

Article 4.05

The decision of the Arbitrator shall be final and binding on both parties. Each party shall pay one half (½) of the fees and expenses of the arbitration. The Sole Arbitrator shall deal only with the questions referred to them and without limiting the foregoing shall not extend, modify, or amend any part of the Agreement. In case of grievance for discharge, suspension or other actions of discipline, such grievance may be settled by the Sole Arbitrator by confirming the Employer's decision in discharging, suspending, or disciplining the employee, or by reinstating the employee with full, partial or no compensation for time lost, or any other arrangement which is just and equitable in the opinion of the Sole Arbitrator.

Article 4.06

Should either party fail to proceed with the grievance within the time limits set out in this Article 4, the grievance shall be deemed to have been settled as per the requested remedy or abandoned.

Article 4.07

All time periods mentioned in this Article exclude Saturdays, Sundays, and recognized Holidays. The time limits may be extended by mutual agreement between both parties. Such an extension of time will not be unreasonably withheld.

Article 5.01 – Definition of Seniority

Seniority is defined as an employee's accumulated service with the Employer from the initial date of hiring.

Separate seniority lists shall be provided for all Traffic Control Persons (TCP) and Lane Closure Technicians (LCT). When an employer requires a designated Lane Closure Technician to perform the duties of a Traffic Control Person they shall be paid at the highest general TCP rate of pay. An employees' position on the list shall be based on the first day they worked within the same general classification they currently occupy with the Employer. Seniority by classification will be the major consideration in determining the order of dispatch, subject to the ability to perform the required work. When two (2) or more employees have the same seniority then seniority shall be determined by chance.

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

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

Article 6.05 – Pregnancy Leave

Pregnant employees can take up to 17 consecutive weeks of unpaid maternity leave. The employer may request a note from a doctor or nurse practitioner that states the expected birth date, the actual birth date, or any other reasons for the leave.

Before the birth: Leave must begin on or before the date the baby is born. It cannot start earlier than 13 weeks before the expected birth date.

After the birth: Leave continues for at least six weeks after the birth. A certificate from a doctor or nurse practitioner is required if an employee wants to return to work sooner. If the employee is unable to return to work for reasons related to childbirth, the leave can be extended for six weeks (for a total of 12 weeks).

Termination of pregnancy: Employees can take up to six consecutive weeks of leave starting on the date a pregnancy ends. An employer may request a note from a doctor or nurse practitioner that says when the pregnancy ended. If the employee is unable to return to work for reasons related to the pregnancy ending, the leave can be extended for six weeks (for a total of 12 weeks).

Article 6.10 – Elections

Any employee eligible to vote in a federal, provincial or municipal election or a referendum shall have three (3) consecutive clear hours during the hours in which the polls are open, without loss of pay, to cast a ballot.

For clarity, this entitlement for three (3) hours clear from work does not necessarily equate to three (3) hours off a scheduled shift.

Article 7.04 – Safety Equipment

The Employer will provide equipment to its employees as required by WorkSafe. This equipment will include but not be limited to:

Staff	Hard hats	Reflective vests
Wristbands	Paddle	Two-way radio with back up
Ankle bands	LED Wands and batteries	battery
Restrictive hearing device (when required)	Flashlight 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.

After Employees have completed twelve (12) months of employment and once every twelve (12) months thereafter, employees will be entitled to two hundred (\$200.00) dollars from the Employer towards the purchase of WorkSafe approved protective equipment such as rain gear, safety footwear, etc.

The Employer will require a receipt for proof of purchase.

Article 8.01 – Traffic Control Person Renewal Reimbursement

Upon successful completion of the Two (2) Day in Person Traffic Control Person’s re-qualification course, all employees with more than three (3) years of service with the Employer will be reimbursed up seventy-five (\$75.00) dollars maximum for the course cost. When the online BCCSA course is completed the employer will reimburse cost of, up to Seventy five (\$75.00) dollars. The employer will require a receipt as proof of payment. Course will be taken on Employees own time.

Article 9.01 – Living Out Allowance

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. It would be deemed unreasonable if travel time plus workday exceeds 16 hours or mutually agreed upon with management.

Employees who elect to provide their own Board and Lodging shall be provided an allowance of one hundred fifty (\$150.00) dollars per day. An employee must provide lodging that is suitable to the Employer. An allowance of ninety (\$90.00) dollars, or thirty (\$30.00) dollars per meal, will be provided

for meals and incidentals for those employees who elect Employer supplied Lodging. No receipts are required to be submitted.

Meal allowance will be provided each day the employee is required to work away from their principal residence.

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 agreement between the Employer and the Union.

All new job offers received after 9:00pm daily dispatching shall be filled between the hours of 5:00am and 11:00am

All Employees will be on call until 11:00am Monday to Friday

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 13.02 – Shift Premium

Second (2nd) Shift – all hours worked between the hours of 6:00 pm and 6:00 am will receive a premium of five (\$5.00) dollars per hour. Unless employees are working at time and a half (1.5x) regular rate of pay.

ARTICLE 14 – STATUTORY HOLIDAYS AND VACATIONS

Article 14.01

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

(a) Annual Vacation Pay

Years of Continuous Service	Percentage Earned on Each Cheque
0-2 years	4%
2-5 years	5%
5-10 years	6%
Beyond 10 years	8%

(a) Statutory Holiday Pay 5.2%

Article 14.04

Statutory Holidays will be:

New Year's Day	Family Day
Good Friday	Easter Monday
Victoria Day	Canada Day
B.C. Day	Labour Day
National Day for Truth and Reconciliation	
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing 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 as statutory and/or general holidays by the provincial or federal governments, excluding any holiday gazetted for other employment jurisdiction.

ARTICLE 17 - JOB DESCRIPTIONS

Employees listed below shall be fully certified by way of having successfully completed a Traffic Control Course recognized in the Province of British Columbia. Certified employees must maintain their certified status while working as a Traffic Control Person.

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.

Probationary Lane Closure Technician:

A lane closure technician who has yet to complete their probationary period of four hundred and fifty (450) hours.

Lane Closure Technician:

A Traffic Control Person trained in all aspects of traffic control and is qualified in the operation of a Lane Closure Vehicle.

ARTICLE 18 – SICK DAYS – SICK DAY ENTITLEMENT

- (a) Employees with greater than 90 days seniority, shall be entitled to five (5) days paid sick leave, at their regular rate, per year.
- (b) Sick days are to be taken when an employee is incapable of performing their duties due to physical or mental illness or injury. Sick days may also be taken to care for family members or attend a medical appointment.
- (c) In cases of illness longer than three (3) consecutive days the Company may request a medical letter. If the doctor charges a fee for letters requested by the Company pursuant to this clause, the Company will reimburse the Employee, employees must have completed seven hundred (700) Probationary hours.

ARTICLE 19 – R.R.S.P. (REGISTERED RETIRMENT SAVINGS PLAN)

1. All employees who have been employed for a period of twenty four (24) months shall be enrolled in a Registered Retirement Savings Program. The Employer shall contribute the following amounts for all hours worked, with no maximum cap on hours, for each participant, once monthly:

	Signing date of agreement	April 1, 2024	April 1, 2025
Upon enrollment	\$0.25	\$0.30	\$0.35
After 3 years of employment	\$0.35	\$0.45	\$0.55
After 5 years of employment	\$0.50	\$0.75	\$1.00

- a) All Employees will be required to match Employer contributions. Employee contributions will be remitted to a Registered Retirement Savings Plan.
- b) Employees in a plan may choose to have additional money deducted from their pay and contributed into their account. The employee shall inform the Employer upon ratification and on or about February 1st of each year if they wish to participate in the additional payroll deduction program or if they wish to change the deducted amount

Employees will match 100% of Employer contributions up to the agreed maximum.

NOTE : Employees may opt out of the plan by providing a written request to the Employer.

Appendix A- Wage Scale

	April 18, 2023	April 1, 2024	April 1, 2025
	5.2%	4.38%	3%
Probationary TCP (700 hrs)	\$18.41	\$19.29	\$19.86
Traffic Control Person (<2)	\$23.14	\$24.25	\$24.98
Traffic Control Person (2-5)	\$24.20	\$25.36	\$26.12
Senior Traffic Control Person (5-10)	\$25.25	\$26.46	\$27.25
Senior Traffic Control Person (10+)	\$27.00	\$28.30	\$29.14
Probationary Lane Closure Technician	\$25.25	\$26.46	\$27.25
Lane Closure Technician After 400 hrs	\$27.92	\$29.26	\$30.13
Senior Lane Closure Technician (2-5)	\$28.71	\$30.09	\$30.99
Senior Lane Closure Technician (5-10)	\$29.32	\$30.73	\$31.65
Senior Lane Closure Technician (10+)	\$32.00	\$33.53	\$34.53

PREMIUMS

Trainer: The Trainer will receive a one dollar (\$1.00) premium, per hour, when training a new or probationary Traffic Control Person or Lane Closure Technician. The trainer will be determined and directed by the Employer. The trainer will need to complete a training evaluation form and attach such to timesheet.

Highway Lane Closure Technician: The Highway LCT will receive an additional two dollars (\$2.00) per hour worked when doing highway lane closures using barrels, large signs and Highway classified truck ie: Air Brakes, Ford 350 or equivalent. The parties agree that highway Lane Closure work is more technically and physically demanding and carries a greater liability for both the employer and employee.

Chargehand: A Lane Closure Technician, chosen and directed by the Employer, who is responsible for all issues as outlined in Part 18.4 of the Worker’s Compensation Regulations. The Employee will receive three dollars (\$3.00) per hour for all hours worked when there are at least three (3) trucks with Lane

Closure Technicians and one (1) other employee, or three (3) trucks, or one (1) truck and six (6) other employees.

Crash Attenuator: A Lane Closure Technician who works on highways and operates and tows a Crash Attenuator will receive four dollars (\$4.00) hour for all hours worked when operating or towing a Crash Attenuator. The parties agree that highway lane closure is more technically and physically demanding and carries a greater liability for both the employer and employee.

Pilot Car: The Pilot Car Operator will receive two dollars (\$2.00) per hour for all hours worked when operating a Pilot car. The Operator will be determined and directed by the Employer, who is responsible for all requirements as outlined in Sec 4.11.9 of the 2020 Traffic Management Manual. Division 8 of the Commercial Transport Regulations and Commercial Transport Procedures.

Automated Flagger Assistant Device (AFAD): The AFAD Operator will receive two dollars (\$2.00) per hour for all hours worked when operating an AFAD. The Operator will be determined and directed by the Employer, who is responsible for all requirements as outlined in Sec 4.7 and 4.82 of the 2020 Traffic Management manual. The Operator will perform duties in a manner that complies with WorkSafe BC and OHS Part 18 requirements.

NOTES:

- i. Any employee whose wage rate is greater than the respective rates in Appendix A, or any other monetary items, at the date of signing this Agreement shall have that rate protected until a negotiated rate exceeds the protected rate. All premiums would be in addition to your protected rate of pay.
- ii. 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. Overtime shall be paid using the base Fair Wage rate in accordance with the terms set out in Article 11.
- iii. While the discretion of qualifying for the senior pay rate remains with the Employer, appropriate factors and considerations for qualifying will not be unreasonably disregarded.
- iv. Both parties will come to a mutual agreement, regarding an increase, if the minimum wage or the cost of living exceeds negotiated percentages or base rates set forth in this collective agreement. In the event this occurs, there will be a Memorandum of Agreement drawn up during the term of this agreement.

APPENDIX "E"

TRAVEL AND/OR OTHER ALLOWANCES

Travel:

Employees required to travel in their personal vehicle, more than two hundred (200) kilometers in the course of a working day, including to and from home and job site, will be paid an additional three dollars (\$3.00) per hour for all hours worked. This allowance does not apply to Lane Closure Technicians driving Lane Closure vehicles.

Sign Carriers:

Employees required to carry signs to the job site will be paid fifteen dollars (\$15.00) per day for each day they carry signs.

Appendix G

HEALTH AND WELFARE

All employees who have completed seven hundred (700) hours of service with the Employer will be enrolled in the benefit plan provided. Employees will start coverage on the first (1st) of the month following seven hundred (700) hours.

The package will be on a 50/50 cost share between the employer and employee.

Any employee, who has completed their probationary period, and maintains an average of 65 hours of work per month will be enrolled in the Employer Health and Welfare Plan. Employees will start coverage on the first (1st) of the month following the completion of their probationary period.

(a) Benefits

Benefits provided by the Employer currently are:

- Group Life Insurance
- Accidental Death and Dismemberment Insurance
- Long Term Disability
- Extended Health & Dental

The amounts of coverage and details of each benefit are established by the Employer to a minimum of:

Minimum Health Benefit Levels:

- Employee Life/AD&D – \$50,000
- Long Term Disability – 66.67% to a maximum of \$1,500 (monthly)
- Prescription Medication – 80% with Pay Direct Drug Card and no deductible
- Vision Care – \$300 maximum every 24 months
- Eye Exam – Reasonable and Customary every 24 months
- Paramedical Services Annual Maximums:
- Chiropractor (including X-Rays) \$500
- Dietician \$500
- Registered Massage Therapist \$500
- Naturopath \$500
- Osteopath \$500
- Physiotherapist \$500
- Podiatrist/Chiropodist \$500
- Acupuncture \$500
- Speech Therapist \$500
- Psychologist \$500

Minimum Dental Benefit Levels:

TYPE A – Basic Services

- Recall Examination Period – 6 months
- The Dental plan includes the following Basic services options:
- Space Maintainers
- Major surgical services
- Periodontal services
- Maximum units for periodontal scaling and root planing combined: 10 units per calendar year.
- Endodontic services
- Denture repair services

TYPE B – Major restorative services

This dental plan includes the following Major restorative options:

- Dentures
- Services other than dentures

TYPE C – Orthodontic services

Children are eligible for Orthodontic services

Reimbursement percentage:

- Type A – 90%
- Type B – 70%
- Type C – 50%

Maximum amount: Annual calendar year for Type A and Type B combined: \$2,500

Lifetime maximum for Type C: \$3,000

APPENDIX "I"

C.O.L.A. CLAUSE

In the event that the parties are unable to negotiate a new collective agreement by December 31, 2025, all wages herein will be increased, on an interim basis, by 3.5%.



Cody Gatzke
Business Manager and Financial Secretary

Oct 24, 2023

Date



[Joyce Laffin \(Oct 24, 2023 16:53 PDT\)](#)

Joyce Laffin
Senior Manager
Human Resources/Health and Safety

Oct 24, 2023

Date

DG/hm

move**up**









MOA Streetwise OCTOBER 6

Final Audit Report

2023-10-24

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