

COLLECTIVE AGREEMENT

BETWEEN:

PARRISH & HEIMBECKER LTD.

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

DURATION: **May 1, 2010 to April 30, 2013**

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COLLECTIVE AGREEMENT

BY AND BETWEEN:

PARRISH & HEIMBECKER LTD.

(hereinafter referred to as the "Company")

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

(hereinafter referred to as the "Union")

WITNESSETH: that the parties hereto agree as follows:

ARTICLE 1: OBJECTS

1.01 The objects of this Agreement are to maintain a harmonious relationship between the Company and its employees, to provide an amicable and equitable method of settling grievances or differences which might possibly arise; to maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement, and to maintain an adequate level of productivity and quality.

ARTICLE 2: BARGAINING AGENCY

2.01 The Company recognizes and agrees that the Union is the sole bargaining agent for the employees of the Company employed at the place(s) set out in the certificate(s) of bargaining authority.

2.02 This Agreement shall be binding on the Company and the Union and their respective successors, administrators, executors and assigns and on each employee.

ARTICLE 3: UNION SECURITY

3.01 **UNION SECURITY:** - Each employee covered by this Agreement shall, as a condition of employment and/or continued employment, be and remain or become and remain, a Union member in good standing for the duration of this Agreement or for the duration of his employment with the Company, whichever is shorter. Counting from the date he commences employment with the Company, each new employee will be allowed thirty (30) calendar days within which to make application to join the Union and tender the appropriate initiation fees. The Union shall have the exclusive right to determine who is a member in good standing. Should an employee at any time cease to be a member in good standing of the Union, the Company shall, upon notification in writing from the Union, discharge such employee forthwith.

A Steward shall be given ten (10) minutes off work to greet new employees on their first shift, and to discuss union membership with them.

3.02 CHECK-OFF: -

The Company shall deduct Union dues from each employee for each month in which an employee works. The Company shall also deduct annual Defense Fund assessments in the month of July of each year from each employee.

The Company shall deduct from each new employee an amount equal to the Union dues from the employee's first payroll cheque after completion of six (6) days of work in a calendar month and add that employee's name and the said amount to the closest applicable check-off; i.e., if the check-off for that month has not been remitted to the Union, it shall be added to that check-off; if that month's check-off has been remitted, it shall be added to the following month's check-off and shown as the previous month worked.

3.03 AMOUNTS and ASSESSMENTS DEDUCTED: -

Union dues and assessments deducted under this provision or other check-off provisions shall be remitted to the Union not later than the fifteenth of the month following the month in which such check-off applies.

Remittances shall be made in accordance with the forms provided by the Union.

Should the Union, during the term of this Agreement, request a change in hourly rate of the working dues check-off, the altered rate shall be deducted and remitted as above.

The Employer shall be given sixty (60) days' notice in writing of the change in the amount of deduction to be made.

ARTICLE 4: MANAGEMENT RIGHTS

The Union recognizes and agrees that:

- 4.01 The management and operation of the plant and the direction of the working forces are vested exclusively in the Company.
- 4.02 The Company has and shall retain the right to select its employees, to hire, classify, promote, demote or discipline them and discharge employees for proper cause, provided that a claim of discrimination against an employee in respect to any of these matters, or a claim of violation, of any Section or Article of this Agreement, may be the subject of a grievance and be dealt with as hereinafter provided.
- 4.03 The right to hire employees of its choice is vested exclusively in the Company, but when the Company requires new employees, it shall so notify the Union so that the Union will have the opportunity to provide the Company with suitable applicants.

ARTICLE 5: DEFINITION OF EMPLOYEE

- 5.01 In this Agreement "employee" means a person who is employed by the Company and who is included in a unit of the Company's employees for whom the Union has been certified as the collective bargaining agent by the *Canada Labour Code*. "Employee" shall also mean a person employed in a job classification listed in Appendix "A" and/or

"B" attached hereto working from the places set out in the certificate(s) of bargaining authority.

ARTICLE 6: HOURS OF WORK AND OVERTIME

- 6.01 DAY SHIFT - The standard work day shall consist of eight (8) hours, 7:00 a.m. to 3:30 p.m. The standard work week shall consist of forty (40) hours, Monday to Friday. Graveyard shift shall lead off at 12:01 a.m. Monday. The start times may be varied by two (2) hours.
- 6.02 LUNCH PERIOD - Each shift shall have a one-half (1/2) hour lunch period at mid-shift. The lunch period may be taken within one-half (1/2) hour either side of mid-shift.
- 6.03 WORK THROUGH REGULAR LUNCH PERIOD - Where an employee is required to work through his regular established lunch period at the request of the employer, such employee shall be paid the applicable overtime rate and be allowed reasonable time off to consume a meal with no loss of pay.
- 6.04 SHIFT CHANGE - The Company shall give the employee forty-eight (48) hours' notice prior to changing of shifts.
- 6.05 SHIFT ROTATION - When employees are being worked on two (2) or more shift schedules and where a majority of the employees request it, they shall rotate shifts.
- 6.06 OVERTIME - VOLUNTARY - All overtime shall be on a voluntary basis. But where the Company cannot find a qualified volunteer, then the overtime shall be allocated on the basis of reverse seniority in the applicable job classification in Appendix "A" of the Collective Agreement.
- 6.07 Employees, who work beyond twelve (12) hours per day shall be entitled to an opportunity to eat a meal, provided always that such break is taken in a manner that production machinery shall run continuously. Employees who complete twelve (12) hours of work or work beyond twelve (12) hours per day may elect to receive a cash payment of ten dollars (\$10.00) in lieu of being provided an overtime meal or to be reimbursed to a maximum of fifteen dollars (\$15.00) upon presentation of receipts.
- 6.08 REST BETWEEN SHIFTS - It is intended that every employee should have eight (8) hours' rest between shifts. In the event that an employee is recalled to work before such eight (8) full hours elapse, he shall be paid the appropriate overtime rates for work performed after recall. No employee shall be permitted to resume work on his own accord until eight (8) full hours have elapsed.
- 6.09 WORK BEFORE REGULAR SHIFT - Employees called in before their regular starting time shall be paid at one and one-half their hourly rate.
- 6.10 WORK AFTER REGULAR SHIFT - Employees called back to work after their regular shift shall receive a minimum of four (4) hours' pay at the prevailing overtime rate.

6.11 WORK ON SUNDAY, GENERAL HOLIDAYS:

All hours worked on Sunday or General Holidays listed in Article 11, or day observed as such under the terms of the Agreement, shall be considered overtime and be paid in accordance with the following:

- (a) Sunday and General Holidays - All hours worked on a Sunday or on a General Holiday shall be paid at **one and one half (1 1/2) times the regular hourly rate in addition to their regular salary.**

6.12 WORK WEEK — GUARANTEED

- (a) An employee who reports for work at the start of the standard work week shall be guaranteed full pay for the balance of the standard work week. The two (2) weeks notice of lay-off provided in the Seniority Section of this Agreement shall take precedence when an employee is laid off on a Thursday. He would work Friday and Monday and by working Monday is not entitled to full pay for that week.
- (b) If an employee of his own volition does not report for his regular shift or shifts, then his weekly minimum five (5) shift pay base shall be reduced to the number received by subtracting the number of shifts missed from base 5.
- (c) The provisions of this section shall not apply in the event of:
 - (i) An emergency such as fire, flood, power failure etc., beyond the control of the control of the company, or if;
 - (ii) An employee voluntarily leaves the work site, quits or is discharged for just cause, or;
 - (iii) Recalls from layoff of five (5) days or less

In any such event or circumstance occurring as outlined in (i), (ii) or (iii) above the employee shall be paid for the actual time worked at his applicable wage rate.

ARTICLE 7: GRIEVANCE PROCEDURE

- 7.01 Should a dispute arise between the Company and an employee or the Union as an entity regarding the interpretation, application, operation, or any alleged violation of this Agreement, including any question as to whether any matter is arbitrable, it shall be resolved in the following procedural manner:

STEP A - The employee or the Union, together with such person or persons as he or the Union may wish, shall take the matter up with the Company within thirty (30) calendar days.

STEP B - Should a solution not be reached by Step (A) then a Business Representative of the Union, accompanied by the employee if the employee or Business Representative so wish, shall discuss the matter with the Company. If a solution is reached, this shall

be final. If no solution is reached, the matter shall be referred to arbitration within ten (10) days.

7.02 GRIEVANCE - TIME LIMIT: - Any discharged or suspended employee may, within seventy-two (72) hours of his discharge or suspension, (exclusive of Saturdays, Sundays and General Holidays) in writing, require the Company to give him the reasons for his discharge or suspension and the Company will give such reasons to him, in writing, within seventy-two (72) hours of such request and in the event of any dispute or difference as to whether or not there was proper cause for the discharge or suspension of such an employee, only the reasons so set forth in writing, shall constitute cause.

7.03 MEDIATION - Failing satisfactory settlement through Step (A) and (B) of the grievance procedure process, and by mutual agreement between the Employer and the Union the parties may apply for the services of the Federal Mediation and Conciliation Service for Step (C) within ten (10) working days. The Employer and the Union shall work together to expedite resolution through mediation.

7.04 CANADIAN JOINT GRIEVANCE PANEL

The parties may, upon mutual agreement, refer any outstanding grievance to the Canadian Joint Grievance Panel process for resolve. The panel decision shall be final and binding on the Parties. The Panel shall not have the authority to change this Agreement or to alter, modify or amend any of its provisions. However, the Panel shall have the authority to dispense of a grievance by any arrangement that is deemed just and equitable. The decisions rendered are final and binding, but not precedent setting. Each grievance is heard and a decision is reached on its own merit. It is further agreed that in the event the Panel is unable to render a majority decision that the grieving party may refer the matter to a Schedule II hearing under the panel process, refer the matter back to the arbitration process as outlined above in this article or, withdraw the grievance.

ARTICLE 8: ARBITRATION

8.01 If the parties fail to settle a dispute under the steps of the grievance procedure, the grievance may be referred to an arbitration board as provided below:

(a) The party desiring arbitration shall advise the other party, within seven (7) days of the completion of STEP B of the grievance procedure, or such further period as the Company and the Union may agree to in writing, of its desire to proceed to arbitration. This step must be taken by notice in writing.

(b) The parties shall have ten (10) working days to agree on a single arbitrator. Failing such agreement, an arbitrator shall be selected, by lot, from the following list:

David McPhillips
Emily Burke
Rod Germaine
Mark Brown

- (c) The parties to the arbitration recognize that the authority of the arbitrator is set out in the provisions of the *Canada Industrial Relations Act* and nothing in their agreement shall fetter that authority. In no case will an arbitrator have the authority to amend or alter this collective agreement.
 - (d) Each party to the arbitration will bear one half of the cost associated with the expenses to amend or alter the remuneration of the arbitrator.
 - (e) The decision of the arbitrator shall be final and binding subject to such rights as may be available to either party at law to review the award.
- 8.02 The Arbitration Board shall have the right to modify any penalty imposed by the Company on an employee.
- 8.03 If the Award of the Arbitration Board is subsequently set aside by a court of competent jurisdiction, the question shall, at the request of either party, be submitted to another Arbitration Board appointed pursuant to and with all the powers provided by this Article.
- 8.04 The expenses and remuneration of the Chairman shall be paid by the parties in equal shares.
- 8.05 Without restricting the specific powers hereinbefore mentioned, the Arbitration Board shall have all the general powers of an Arbitration Board

ARTICLE 9: SENIORITY

- 9.01 SENIORITY LIST: - The Company shall at least once every six (6) months, post in a conspicuous place on its premises an up-to-date list of all employees covered by this Agreement showing the date when each commenced his employment with the Company. The Company shall forward to the Union a copy of each list on the date of its posting.
- 9.02 PROBATIONARY PERIOD: - When a new employee is hired, it is agreed that he shall be on probation for ninety (90) calendar days and during this period seniority will not be applicable. When the probationary period is completed seniority will commence from the date of hiring.
- 9.03 EMPLOYEE - RE-EMPLOYMENT
- (a) An employee re-entering the employ of the Company after his right to recall has expired shall not be subject to another probation period.
 - (b) **Upon completion of the three (3) month probationary training, the Company will offer employees the opportunity of further training when training is being done. However, training does not automatically result in promotions, for which the Company holds the sole discretion.**
- 9.04 LAY-OFFS: - In the event of layoffs, seniority shall be recognized. The principle of last man on, first man off, shall prevail, subject to job classification, qualifications and ability. The Company shall give at least two (2) weeks notice on layoffs, exclusive of Saturdays, Sundays and General Holidays.

An employee laid off in one classification will be given the opportunity of displacing an employee with less seniority provided the senior employee has the capability to perform the job.

Employees who bump to another job will be paid the wage rate for the new position.

Employees who accept a position under this Article shall have the right to reinstatement in their former position when such becomes available. The job, in such instances, shall not be posted and the employee will be reinstated in his former classification.

If lay-offs are to take place out of seniority, the Company will discuss the matter with the Union during the two (2) weeks notice period. If no agreement can be reached, the lay-offs will occur and the matter referred to the grievance procedure.

9.05 SENIORITY RETENTION:

- (a) A laid-off employee shall retain his seniority and recall rights with the Company for twelve (12) months after the date of layoff.
- (b) If a laid-off employee is called back to work with the Company within his right to recall period, there shall be deemed to have been no break in such an employee's continuous service with the Company by reason of such layoff.

9.06 RECALL: - When vacancies occur, the Company shall rehire laid-off employees according to their seniority and the principle of last man off, first man on shall prevail.

The Company shall contact laid-off employees either personally, by registered letter or through the Union dispatcher at the address or at the telephone numbers supplied by the employee. It shall be the responsibility of the employee to keep the Company and the Union informed of his current address and telephone number while laid-off.

ARTICLE 10: VACATIONS

10.01 Employees will receive vacations and be paid for the vacation in accordance with the following Schedule:

<u>YEARS OF CONTINUOUS SERVICE</u>	<u>VACATION PERIOD</u>	<u>VACATION PAY</u>
Less than one year	1 day for each major fraction of month worked (max. 10 working days)	4%
1 year but less than 4 years	2 weeks	4% or 80 hours*
4 years but less than 10 years	3 weeks	6% or 120 hours*
10 years but less than 20 years	4 weeks	8% or 160 hours*
20 years and over	5 weeks	10% or 200 hours*

* Pay at employee's current classified rate, whichever is greater at the time the vacation is taken.

10.02 CALENDAR YEAR: - For the purpose of determining a calendar year's employment to qualify an employee for vacations and vacation pay, for which wages are payable in an employee's calendar year, running from anniversary date to anniversary date, he shall be eligible for vacations as above set forth. Note W.C.B. shall be recognized as time worked.

Employees shall be paid as the case may be, four percent (4%), six percent (6%), eight percent (8 %) and ten percent (10%) of their gross earnings for the work year immediately preceding the vacation period.

10.03 VACATION PAY ON TERMINATION: - In the event of termination of service with the Company after an employee had his vacation he earned for the previous year, he shall receive as vacation pay four percent (4%), six percent (6%), eight percent (8 %) and ten percent (10%) as the case may be of his gross earnings he earned in the year in which he ends his employment for which no vacation has been paid.

10.04 VACATION PAY - STATEMENT OF: - Prior to an employee going on his vacation, the Company shall furnish the employee with a statement showing the period for which the employee is receiving his or her vacation pay, how the vacation pay was calculated, and shall include all overtime payments, or anything of a monetary value on which the employee has to pay income tax, and also a cheque for the proportionate vacation pay the employee is entitled to.

10.05 VACATION PERIOD: - If an employee so requests, the Company will provide a minimum of two (2) weeks of the employee's vacation time, additional consecutive weeks will be by mutual agreement. If a dispute arises, vacation periods will be allocated on the basis of seniority.

10.06 VACATION ENTITLEMENT: - In any year that an employee becomes entitled to an additional vacation upon reaching his anniversary date of employment, he will be entitled to one (1) week's vacation with pay at that time.

(i.e. - An employee who reached his second (2nd) anniversary on October 1st would be entitled to one (1) week's vacation at that time plus two (2) weeks' vacation in the ensuing vacation period or he could save his newly achieved vacation time and take three (3) weeks' vacation in the ensuing vacation period).

10.07 VACATION - ANNIVERSARY DATE AND CUT-OFF DATE: - An employee's anniversary of employment date will govern his attainment of vacation entitlement. His vacation pay and time off will be adjusted from his anniversary date to the cut-off date.

The Company may establish a vacation cut-off date.

10.08 VACATIONS - SCHEDULE CHANGE: - An employee's scheduled vacation period shall not be changed by the Company within the one (1) month period immediately preceding the start of the vacation period without the consent of the employee concerned.

10.09 VACATIONS - REQUIREMENT TO TAKE: - Each employee shall be required to take the full annual holiday period that he is entitled to under the provisions of this Agreement.

10.10 VACATION ENTITLEMENT - RELATED TO STATUTES: - The entitlements of an employee under this section shall at no time be less beneficial than those he would be entitled to under the provisions of any Government legislation or any orders or regulations made thereunder.

10.11 VACATION ENTITLEMENT:

Eligibility for vacations shall be maintained, but not accumulated during absence:

- (a) due to temporary illness or non-occupational accident exceeding fifty-two (52) weeks;
- (b) with authorized leave of absence;
- (c) due to layoff without recall, for a period not to exceed twelve (12) calendar months.

10.12 Eligibility for vacations will be maintained and accumulated during absence due to:

- (a) a compensable accident;
- (b) serving in the non-permanent Armed Forces of Canada;
- (c) temporary illness or non-occupational accident not exceeding fifty-two (52) weeks.

10.13 VACATION PAY ON LAY OFF: - An employee who is laid off per the seniority provisions of this Agreement shall have the right to notify the Company that he wishes to have his vacation pay held back by the Company for a period not to exceed twenty-six (26) weeks. All vacation pay so held by the Company will be paid to the employee if still on lay off on the twenty-seventh week.

ARTICLE 11: GENERAL HOLIDAYS

The holiday of Easter Monday shall be given as a day off and be taken on the employee's birthday.

11.01 Statutory holidays shall be in accordance with the provisions of the *Canada Labour Code*. The Company shall give to each employee a holiday with pay on each of the designated General Holidays. For each such holiday an employee shall be paid not less than the equivalent of the wages he would have earned at his classified rate of pay for his normal hours of work. An employee shall receive such holiday pay even if the holiday falls on a Saturday, Sunday or an employee's weekly day off. The designated General Holidays shall be:

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

and any other holiday declared, proclaimed or celebrated by the Federal and/or Provincial Government will be paid for.

- 11.02 GENERAL HOLIDAY - SATURDAY AND SUNDAY: - When a General Holiday falls on a Saturday or on a Sunday or on an employee's weekly day off then the next work day shall be observed as the holiday. If Christmas Day and Boxing Day fall on a Saturday and on a Sunday respectively, or on an employee's weekly days off, then the next two (2) work days shall be observed as holidays.
- 11.03 GENERAL HOLIDAY PAY WILL BE PAID: - Without limiting the general application of section 11.01, but subject to the provisions contained herein, General Holiday pay provisions will prevail:
- (a) In order to qualify for Statutory Holidays, employees must have worked at least fifteen (15) of the thirty (30) calendar days immediately preceding the holiday, or employees must have worked on at least two (2) of the seven (7) calendar days immediately preceding the holiday and on one (1) in seven (7) calendar days immediately following the holiday, unless the employee has been discharged for just cause.
 - (b) Where an employee is off work due to a death in the immediate family or is acting as a juror or witness as provided elsewhere in this Agreement.
- 11.04 GENERAL HOLIDAY - DURING VACATION: - When a General Holiday falls within an employee's scheduled vacation, he shall receive the pay of a normal shift for the holiday in addition to his vacation pay, or a day off with pay in conjunction with his vacation.
- 11.05 The Company shall have the option of providing an alternate day(s) for those employees required to work Easter Monday to provide customer service. The alternate day shall, by mutual agreement, be either the last working day prior to the holiday or the Friday following the holiday.

ARTICLE 12: WAGES

- 12.01 The Company shall remunerate an employee at the wage rate applicable to the job classification that such an employee is employed in. The job classification and applicable wage rates shall be those agreed upon and set out in Appendix "A", attached hereto, and forming part of this Agreement.
- 12.02 PAY STATEMENT: - The Company will issue to each employee a separate or detachable itemized statement with each pay showing separately the number of straight time hours worked and the number of overtime hours worked and the respective hourly rates applicable thereon. The statement shall also show the total wages for the pay period and the total deductions therefrom.
- 12.03 TIME SLIPS: - An employee shall be required, on Company time, to fill out time slips, service reports and job or work reports daily if the Company so requests.
- 12.04 ACCIDENTS - PAY TO EMPLOYEES: - Employees involved in an accident while on the job shall receive eight (8) hours' pay at his classified rate for the day of the accident. If

an employee is required to take time off while on the job to consult a doctor with regard to any compensable injury he has received on the job, he shall be paid for such time off provided a doctor's letter or note is supplied and he returns to complete the day's work, if practicable.

12.05 WAGE RATE - HIGHEST DAILY RATE: - Where an employee works in a higher hourly wage classification, he shall be paid the higher rate for the hours worked in such classification.

ARTICLE 13: TRAVEL TIME - TRANSPORTATION - EXPENSES

13.01 (a) Travel time during the employee's regular shift hours, Monday to Friday inclusive, will be paid for at straight time. Time traveled during the shift will be calculated as part of the shift.

i.e. after commencing work, traveling from one work site to another work site.

(b) Travel time authorized by the Company or the customer, outside the employee's regular shift hours, Monday to Friday, will be paid for at straight time up to a maximum of eight (8) hours in any twenty-four (24) hour period.

(c) All travel time authorized by the Company on Saturday, Sunday and any General Holiday will be paid for at time and one-half up to a maximum of eight (8) hours in any twenty-four (24) hour period.

(d) The exception to this provision would be where first class sleeping accommodation is provided. In this instance, time would cease at 9:00 p.m., and commence at 8:00 a.m., the next day.

(e) Travel time will not attract premiums.

13.02 WORK OUTSIDE BRANCH AREA: - Employees required to report for work outside the base branch and who cannot return home daily, shall be paid all their transportation, accommodation and meal expenses, and other reasonable, miscellaneous, listed, receipted items.

13.03 WORK OUTSIDE CITY LIMITS:

(a) In going to work outside the limits of the lower mainland and returning daily, men shall be at such city limits at the starting time, and allowed time to return to such city limits at the close of the work day. They shall be paid all fares to and from the city limits to place of work, or alternatively, be supplied with transportation by the Company. It is understood that where employees reside in the city where the work is being done, they shall report to and finish work at the regular starting and stopping time.

(b) All time spent driving or riding in a motor vehicle to and from such job or jobs shall be considered as time worked.

13.04 STANDBY TIME: - If an employee reports to a field job outside the Greater Vancouver area and through no fault of his own, is unable to work, he shall immediately contact the

Company for instructions. Nevertheless, while being required to stand by the job, he shall be paid for a regular shift of eight (8) hours in each twenty-four (24).

13.05 LAYOVER TIME: - Where an employee is required to remain in the field on Saturday, Sunday or a General Holiday, he shall be paid eight (8) hours for each such day at straight time rates.

13.06 EMPLOYEE VEHICLES AND DEVICES

Employee vehicles shall not be used on Company business. Employees shall not be required to use personal devices such as cellular phones, personal computers or other such similar devices for Company business.

ARTICLE 14: LEAVE OF ABSENCE

14.01 UNION SERVICE:

- (a) The Company shall allow time off work without pay for any employee who is serving on a Union committee for purposes of discussions with the Company, or serving as a Union delegate to any conference or function, provided all requests for time off are reasonable and do not interfere with the proper operation of the business.
- (b) No employee who acts within the scope of this sub-section shall lose his job or be discriminated against for so acting.

14.02 LEAVE OF ABSENCE DUE TO INJURY:

- (a) When an employee suffers an injury, whether on the job or not, or suffers any illness preventing him from reporting to work, he will automatically be granted leave of absence until such time as his doctor states he can return to work.
- (b) When any employee suffers an injury or illness which requires his absence, he shall report the fact to the Company as soon as possible, prior to his actual starting time, so that adequate replacement may be made if necessary.

14.03 LEAVE OF ABSENCE - APPLICATION FOR: - If an employee desires a leave of absence for reasons other than those referred to in this Section, he must obtain permission, in writing, for the same from the Company, a copy to be supplied to the Union.

ARTICLE 15: GENERAL PROVISIONS

15.01 INJURY REPORT: - An employee suffering injury while in the employ of the Company must report to the first aid department immediately or as soon thereafter as practicable, and also report to that department on returning to work.

15.02 WASHROOM FACILITIES: - Adequate washroom facilities will be provided by the Company and kept in sanitary condition. Employees will cooperate by observing the simple rules of cleanliness.

15.03 (a) SAFETY CLOTHING: - The Company will provide the following:

- Rubber clothes
- Rubber boots
- Welders' gloves
- Welders' aprons
- Goggles
- Helmets of a reasonable fit and a reasonable quantity as a tool crib item for shop, yard and field use
- Hard hats for job use where required.

(b) SAFETY GLASSES

Each employee required to wear prescription glasses shall be reimbursed by the Company for the cost of replacement glasses upon provision of receipts up to a maximum of one hundred and fifty dollars (\$150.00) once per year to be paid on a separate cheque.

For reimbursement the safety glasses must meet WCB safety regulations and include side shields.

15.04 PROTECTIVE CLOTHING

The Company shall supply protective clothing when employees are engaged in cleaning equipment.

15.05 COVERALLS: - If needed the company will supply. Employees currently supplied coveralls will continue to receive them.

15.06 LUNCH ROOM: - The Company will supply suitably enclosed heated accommodation where employees may have their lunch.

15.07 REST PERIODS: - An employee shall be granted two (2) fifteen (15) minute breaks during the course of each shift - one (1) in each half of the shift. An employee shall be granted a fifteen (15) minute break after each two (2) hours of overtime he works in any day.

15.08 CLEAN-UP: - Employees shall be allowed a minimum of five (5) minutes personal clean-up time each shift, such time to precede the end of the shift.

15.09 SHOP STEWARD:

- (a) The Union may elect or appoint a Shop Steward or Shop Stewards to represent the employees and the Union shall notify the Company as to the name or names of such Shop Steward or Shop Stewards. The Company agrees that no Shop Steward shall suffer any discrimination by reason of holding such office.
- (b) When the Company for any reason finds it necessary to lay off or terminate a Shop Steward, the Business Representative of the Union shall be notified prior to such termination.

- (c) Upon informing Management, authorized agents of the Union shall have access to the Company's premises during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to in the operation.
- (d) The Shop Steward shall be allowed reasonable time during working hours to carry out his duties. Any employee being reprimanded by the Company shall have the right to request that the Shop Steward be in attendance.
- (e) The Union has the right to appoint a Negotiating Committee. Employees, to a maximum of two (2) on the committee, shall be paid by the Employer at their regular hourly rates for all time spent on negotiating a collective agreement with the Employer if it is mutually agreed that this takes place during the regular working hours of the employees concerned.

15.10 PICKET LINE - It shall not be considered a violation of this Agreement for an employee to refuse to cross a picket line which has been legally established as a result of a bona fide labour dispute between a recognized Trade Union and an Employer with whom the picketing Union has a dispute.

15.11 BONDING: - If, at any time, the Company requires an employee to be bonded by an individual bond, the cost of such bonding shall be assumed by the Company. An employee shall not fill out the required bonding application form until such application form has been sanctioned by the Union.

15.12 SUB-CONTRACTING: - Where the Company's facilities, space and trained personnel are available, the Company will continue to have all work which is presently performed by its employees, performed by the members of the bargaining unit. Work will not be subcontracted out unless agreed to by the Company and the Union.

15.13 NOTICE BOARD:

- (a) A notice board shall be provided for the posting of all official Union notices exclusively, and will not be used for the purpose of disseminating political information. The right is reserved to the Company to request the removal of material offensive to the Company.
- (b) The following information shall be kept in a central location, readily accessible to the Shop Steward:
 - 1. Seniority List;
 - 2. Copy of the Agreement;
 - 3. Pension and Benefits Plan Provisions;
 - 4. Safety Committee Minutes and Recommendations.

Any employee requiring such information shall contact the Shop Steward for same.

15.14 LAY-OFF PAY:

If an employee is laid off for a period that exceeds his right to recall as provided for in the seniority provisions of this Agreement and that employee has a minimum of two (2) years' service with the Company he shall be paid two (2) weeks' pay based on eighty (80) hours at his then applicable rate of pay. Such an employee may elect to accept lay-off pay under the provisions of this Section before the end of his right to recall period, but in so doing shall forfeit all seniority rights accruing to him under this Agreement, by reason of his term of service with the Company.

SEVERANCE PAY:

In the event of amalgamation, permanent closure of the plant, or a department thereof, or automation, causing an employee to lose his employment with the Company, the Company hereby agrees to pay severance pay to such an employee provided the employee has a minimum two (2) years' service with the Company. Severance pay shall be two (2) week's pay for each year of completed service and shall be based on an employee's regular rate of pay at the date of his severance.

In the event that part of the plant remains open or that an employee has lost his employment because of amalgamation or automation, an employee eligible to receive severance pay may elect to remain on the seniority list for possible recall. The Company shall hold the severance pay for such an employee for the period of his right to recall but during such period the employee may, subject to the same forfeiture provisions of Sub-section (a) of this Section, request and receive payment of such pay.

15.15 BEREAVEMENT PAY: - If an employee suffers a death in the immediate family, he shall be granted compassionate leave of absence with full pay for three (3) days. Immediate family means: spouse, mother, father, brother, sister, children, mother-in-law, father-in-law, grandparents and grandchildren. If the employee affected does not attend or arrange services then he shall only be entitled to one (1) day as provided under this Section.

15.16 JURY DUTY:

- (a) All time lost by an employee due to necessary attendance on jury duty, or acting as a witness or any court proceedings arising out of his employment, or subpoenaed as a witness, providing such court action is not occasioned by the employee's private affairs or in completing his driver's test required by the employee for actual employment with the Company, or doctor's examinations in connection therewith, shall be paid for by the Company at the rate of pay applicable to said employee.
- (b) When an employee returns from serving on jury duty or from participating as a witness, he will be returned to the job held prior to serving.
- (c) If an employee is employed on an afternoon or graveyard shift and attends upon jury duty, or if an employee is attending upon jury duty or acting as a witness and becomes scheduled to commence work on an afternoon or graveyard shift, such an employee shall not be required to work such shifts and shall receive pay for time loss pertaining to jury duty or acting as a witness as provided in this sub-

section. All jury duty pay received by an employee for the days he received pay from the Company shall be paid over to the Company. Any employee on jury duty shall, subject to this Section, make himself available for work before or after being required for such duty whenever practicable during his regular shift.

15.17 **DISMISSED OR IMPROPER CHARGES:** - When a charge is laid against an employee, such charge arising while the employee was acting within his scope of employment with the Company, and such charge is dismissed or held improper by a court of competent jurisdiction or on an appeal taken therefrom, the Company shall pay the employee at his regular rate for the time loss due to attendances on his legal counsel and any court appearances. The Company shall also reimburse the employee for any legal fees and other legitimate expenses that the employee has incurred. Prior to the employee taking steps to defend himself, he shall consult the General Manager of the Company to determine which legal firm should be used.

15.18 **ARTICLE HEADINGS:** - The Article headings shall be used for purposes of reference only, and may not be used as an aid in the interpretation of this Agreement.

15.19 **EDUCATION FOR UPGRADING:** - Upon request and mutual agreement the Company agrees to the reimbursement of fees to an employee where he is improving or upgrading himself in his line of work on successful completion of the course. The cost of Tradesmen Qualification Examinations will also be borne by the Company. The company may require the employee to reimburse the company for education costs if the employee leaves the employ of the Company before a specified period. This agreement will be made prior to the employee incurring the obligation.

15.20 (a) **TOOL INSURANCE**

The Company shall provide, at its expense, tool insurance coverage to each eligible Journeyman and Apprentice. Such coverage shall pay the cost of replacing an employee's tools, tool for tool, at no cost to the employee when the tools are lost, or damaged due to theft, vandalism, fire or flood or when being transported by public carrier.

Such tool insurance shall include coverage on an employee's tool box.

(b) **PROTECTIVE CLOTHING/ SAFETY BOOT ALLOWANCE**

During the duration of this collective agreement, the amount of the allowances payable will be 50% of the total up to a maximum of \$300.00 every two years.

(c) **TOOLS** – The Company will supply all tools that the company requires.

(d) Where an employee has warranty on a broken tool, he will first attempt to claim such warranty.

(e) **CLOTHING ALLOWANCE**

The Company shall pay a maximum of three hundred (300) dollars every two (2) years to cover fifty (50) percent of the cost of clothing and or safety work boots.

ARTICLE 16: TECHNOLOGICAL OR PROCEDURE CHANGES

16.01 In the event the Company proposes the introduction of equipment in its operations, requiring specialized training, the Company agrees to give the first opportunity to employees then on the payroll through the job posting procedures of this Agreement, to operate this equipment and/or train to operate the equipment, provided the applicant qualifies with the requirements of an aptitude test, cost of such test to be borne by the Company. Any employee taking such a test is entitled to know the results of such test. The Company further agrees to notify the Union as soon as its final decision is made as to the introduction of new equipment or any procedural change. Failure on the part of the Company to comply with these provisions will automatically give cause for grievance.

The Company agrees to work with the Union in order to arrange for training of employees whose jobs no longer exist as a result of automation or a substantial change in job content, but whose seniority entitles them to continued employment. Such employees shall have the choice of taking the training provided or of accepting a lay-off.

ARTICLE 17: JOB POSTING

17.01 PROMOTION: - When new jobs are available, wherever possible, the Company will promote employees to a better paying job, seniority, qualifications and ability to be considered.

17.02 JOB POSTING:

- (a) In the event that a new job is created or a vacancy occurs or new equipment is installed in the operation, the Company shall post a notice on the bulletin board notifying that a vacancy exists in a particular job.
- (b) Employees desiring such job shall then apply, in writing, within seven (7) days of such posting, except that employees on vacation or out of town on work for the Company at such time shall have the privilege of applying when they return. The senior employee applying who has the ability to do the job, subject to the Technological or Procedure Changes Article of this Agreement, shall receive such job.

17.03 NEW JOB CLASSIFICATION:

- (a) When a new job classification is introduced which is not included in the list of classifications in Appendix "A" and/or "B", the Company and the Union shall promptly negotiate a wage rate for such classification.
- (b) Every effort will be made by the Parties to conclude negotiations within thirty (30) days, but in any event, the rate established shall be retroactive to the day the new job commenced.
- (c) In the event the Parties hereto are unable to conclude negotiations the matters in dispute shall be referred to a single Arbitrator agreed upon between the Parties. Failing such agreement, either Party at any time may call upon the Canada Labour Code to appoint an Arbitrator.

ARTICLE 19: BENEFITS AND PENSION PLANS

19.01 MEDICAL & EXTENDED HEALTH BENEFITS

The Employer will continue to provide the existing level of Medical Services Plan of British Columbia and extended health benefit coverage currently in place.

19.02 HEALTH & WELFARE

Health & Welfare Policy Brochures outlining Benefit coverage will be distributed with the Collective Agreement and will be made available at the request of an Employee or the Union.

19.03 ELIGIBILITY

An employee will be eligible for all coverage outlined above on the first (1st) day of the month following completion of his probationary period. Current employees on recall who are rehired more than ninety (90) days after the end of the month of layoff, will be reinstated for all coverage outlined above on the first (1st) day of the month following recall provided they remain actively employed on that date.

19.04 INSURED BENEFIT COVERAGE - ON LAY-OFF

An employee who is laid off will be eligible for continued Health & Welfare Benefit coverage (i.e. Medical, E.H.B. & Dental) for sixty (60) days after the end of the month of lay-off. Coverage will continue for the period stated so long as the Employee is unemployed and not receiving income from another Company.

19.05 COMPANY PENSION PLAN

The company will provide a retirement plan as outlined in the Parrish and Heimbecker, Limited Employee Booklet for members of the Retirement Plan Part A, Group Number: G1-10256. Pension Plan Policy Brochures outlining Benefit coverage will be distributed with the Collective Agreement and will be made available at the request of an Employee or the Union.

ARTICLE 20: UNION/MANAGEMENT COMMITTEE

20.01 The Parties agree to establish a Union/Management Consultation Committee comprised of two (2) Union Representatives and two (2) Representatives of the Company, unless otherwise agreed between the Union and the Company. There shall be an equal number of Union and Company Representatives.

20.02 The Consultation Committee shall meet every three months or more often if mutually agreed. The party requesting Consultation Committee meeting shall inform the other party of the matters it wishes to discuss, at the time of making such request. The parties shall develop an agenda prior to the meeting.

20.03 Attendance at Consultation Committee meetings held during an employee's scheduled working hours shall be considered as time worked and shall be paid at straight-time

rates. Time spent by employees attending Consultation Committee meetings during other times will be paid a flat fee of twenty dollars (\$20.00) for each meeting attended.

20.04 The Consultation Committee shall not have jurisdiction over any collective bargaining matter including the administration of this Agreement. The Consultation Committee shall not have the power to bind either the Union, its members or the Company to any decisions reached in its discussions unless such decision is subsequently ratified by both parties.

ARTICLE 21: MEDICAL LEAVE OF ABSENCE AND SICK PAY

21.01 The Company will grant a leave of absence an employee suffering occupational or non-occupational illness or injury for the duration of such illness or injury, subject to a medical certificate which may be requested by the Company. The employee shall have a reasonable length of time to present such medical certificate. The employee shall report or cause to have reported the injury or illness which requires his/her absence to the Company as soon as reasonably possible. An employee granted a leave of absence pursuant to this Article shall maintain his/her seniority for the duration of such leave.

21.02 A doctor's certificate is required for any period of sickness in excess of three (3) days for which pay is granted.

21.03 Employees granted a leave of absence under Article 23.01 will maintain their Position on the seniority list for the duration of the leave.

ARTICLE 22: MATERNITY, PREGNANCY, PARENTAL, PATERNAL, ADOPTION LEAVE

22.01 Employees who have completed six (6) consecutive months of continuous employment are entitled to an unpaid leave of absence for pregnancy upon presentation of a medical certificate. A written application must be submitted at least four weeks before such absence is to commence and must state the intended length of leave. The period of maternity leave shall begin no earlier than 11 weeks before the anticipated date of delivery set out in the medical certificate and shall end no later than 17 weeks following the actual delivery date. An eligible employee who assumes actual care of the newborn or newly adopted child is entitled to thirty-seven (37) weeks of unpaid parental leave. Parental leave can be taken in combination with maternity leave but must not exceed fifty-two (52) weeks. An employee wishing to combine leaves, however, must do so in one block of continuous time. Benefits and seniority will continue to accrue for all employees who are accruing seniority. Employees who are entitled to benefits will continue to be responsible for their portion of benefit contribution payments during this time.

ARTICLE 23: PERSONAL LEAVE OF ABSENCE

23.01 Employees who have completed six (6) months of continuous service may request a general leave of absence without pay to be taken at a mutually agreed upon time. Benefits will be discontinued for the duration of the absence with reinstatement beginning immediately upon return to work. Seniority shall be maintained but not accumulate during this time.

ARTICLE 24: SAFETY COMMITTEE

- 24.01 (a) A joint Union-management Safety Committee shall be established at each base. Each Safety Committee shall include one employee representing the base. Safety Committees shall hold monthly meetings as per Worksafe BC regulations. These meetings shall be held during the duty time of employees. Employees shall be paid for attending Safety Committee meetings.
- (b) the Union undertakes to give full support to these objectives by promoting a safety consciousness and a personal sense of responsibility amongst its membership;
- (c) it is the intent of the parties to have working conditions that are not unsafe or unhealthy beyond the minimum hazards inherent to the operation of the process in question.
- 24.02 The Employer will publish safety rules and procedures in a Safety Manual and provide copies to the Union and employees.
- 24.03 An employee who is injured on the job during working hours and is required to leave for treatment for such injury shall receive payment for the remainder of his/her shift.
- 24.04 An employee who is injured on the job and who requires transportation from the work site to a local physician or hospital shall receive such transportation provided for by the Employer. Should an employee require hospitalization for a period of more than one (1) week, the Employer will provide transportation to an available facility near the employee's home at no cost to the employee.
- 24.05 All safety matters shall be handled in accordance with the established Workers' Compensation procedures and the Employer's Safety Manual.

ARTICLE 25: SAVINGS CLAUSE

- 25.01 Nothing herein contained shall preclude higher wages being paid to employees of special ability.
- 25.02 If any Article or section of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- 25.03 In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the Grievance Procedure.

ARTICLE 26: DURATION

26.01 This Agreement shall be in full force and effect from and including October 9, 2008 to and including April 30, 2010 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 of April 30,2010, or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, require the other party to commence collective bargaining with the view to the conclusion or a renewal or revision of the Collective Agreement or a new Collective Agreement.

26.02 Should either Party give written notice to the other Party pursuant hereto, this Collective Agreement shall thereafter continue in full force and effect until members of the Union employed by the Employer actually strike or are actually locked out, or the Parties shall conclude a renewal or revision of this Collective Agreement or a new Collective Agreement.

Signed this _____ of _____, 2009.

PARRISH & HEIMBECKER LTD.

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115

Casey McCawley – General Manager

Robert Higgs – Members' Representative

APPENDIX "A" - WAGE SCHEDULE

Cloverdale Wage Schedule:	Current	May 1, 2010 – 2%	May 1, 2011 – 2%	May 1, 2012 – 2%
Maintenance/Plant Operator	\$55,000.00	\$56,100.00	\$57,222.00	\$58,366.44
Maintenance/Plant Operator**	\$53,000.00	\$54,060.00	\$55,141.20	\$56,244.02
Heavy Equipment/Plant Operator	\$42,900.00	\$43,758.00	\$44,633.16	\$45,525.82
Heavy Equipment/Plant Operator**	\$39,000.00	\$39,780.00	\$40,575.60	\$41,387.11
Labourer/Forklift Operator**	\$35,000.00	\$35,700.00	\$36,414.00	\$37,142.28
Labourer/Forklift Operator*	\$31,200.00	\$31,824.00	\$32,460.48	\$33,109.69
Abbotsford Wage Schedule:				
Plant Operator	\$46,000.00 - \$49,000.00	\$46,920.00 - \$49,980.00	\$47,858.40 - \$50,979.60	\$48,815.57 - \$51,999.19
Labourer/Forklift Operator**	\$35,000.00	\$35,700.00	\$36,414.00	\$37,142.28
Labourer/Forklift Operator *	\$31,200.00	\$31,824.00	\$32,460.48	\$33,109.69

Shuttle Wagon Operator premium - \$750.00 per year

* 90 day probationary period.

** First Year

APPENDIX "B"

B.01 PAYMENT OF WAGES

- (a) The Company shall, every second Friday, pay to each employee all wages earned by the employee to a day not more than five (5) working days prior to the date of payment provided that if a general holiday falls on the regular pay day, payment will be made the preceding day.
- (b) Payment of wages will be made during working hours by cheque or automatic bank deposit at the option of the employee. The employee's pay shall be accompanied by a slip outlining all hours of work, overtime hours, deductions for income tax, employment insurance, union dues, Pension and Benefit contributions. All employees shall receive their pay slips during working hours. Where a payroll is not met within the prescribed time and unless proper reasons for the delay are forthcoming, it shall not be considered a violation of this Agreement for the employees to cease work until the wages are paid or other arrangements are made.
- (c) In the event that an employee is laid off the Company shall pay such employee, on the next scheduled pay date after he ceases to be an employee of the Company, all wages, salary and holiday pay earned by such employee, excluding authorized deductions.

LETTER OF UNDERSTANDING # 1

BY AND BETWEEN:

PARRISH AND HEIMBECKER LTD

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

RE: Flexible Work Schedule

1. Except as specifically expressed in this Addendum, all other terms and conditions of the Parrish and Heimbecker Ltd Agreement shall apply.
2. All full-time employees will be paid an annual income based on a 40 hour work week.
3. The work week at the Surrey Plant is defined as Monday through Saturday with no more than forty (40) straight-time hours per week.
4. The work week at the Abbotsford Plant is defined as Monday through Friday with no more than forty (40) straight-time hours per week.
5. The work week will be comprised of either three (3), four (4) or five (5) days within a seven day period.
6. Weekly overtime will be paid at time and one half for the first eight (8) hours and at double time thereafter.
7. All time worked on Sundays or Statutory Holidays will be paid at double time.
8. The Employer will consult with the Union if during the life of the existing Collective Agreement it becomes necessary to introduce an afternoon or night shift.

Signed this _____ day of _____, 2009.

PARRISH & HEIMBECKER LTD.

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115

Casey McCawley – General Manager

Robert Higgs – Members' Representative