

AGREEMENT BETWEEN:

TAPLOW VENTURES LTD. (TAPLOW FEEDS)

AND:

**INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 115**

November 16, 2002 to November 15, 2004

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THIS AGREEMENT entered into this ____ day of _____, 20__.

BETWEEN:

TAPLOW VENTURES LTD. (TAPLOW FEEDS)
(Hereinafter called the "Company")

PARTY OF THE FIRST PART

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115
(Hereinafter called the "Union")

PARTY OF THE SECOND PART

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.
- 1.02 For the purposes of this Agreement, the masculine shall be considered to include the feminine and the singular to include the plural.

ARTICLE 2: BARGAINING AGENCY

- 2.01 The Company recognizes and agrees that the Union is the sole bargaining agent for employees within British Columbia except office and sales staff, and those excluded by the code employed by Taplow Ventures Ltd.
- 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 Each employee covered by this Agreement shall, as a condition of employment and/or continued employment, be 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 shall 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 from the Union, discharge such employee forthwith.

- 3.02 The Company shall deduct from each employee, an amount equal to the Union dues and/or assessments 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, social insurance number and the said amount to the closest applicable checkoff, i.e., if the checkoff for the month has not been remitted to the Union, it shall be added to that checkoff; if the month's checkoff has been remitted, it shall be added to the following month's checkoff and shown as the previous month worked. Upon completion of a new employee's probationary period the Company shall deduct the initiation fee from the employee's cheque and remit as above.
- 3.03 All employees shall be required to sign an authorization for checkoff of Union dues and fees which may be levied by the Union in accordance with the Constitution and/or By-Laws.
- 3.04 Upon receiving one (1) month's notice from the Union, by registered mail, of a change in the fees and dues charged by the Union to its members, the Company shall make deductions in accordance to the notice, effective the date given. The Union shall indemnify the Company for all such deductions and remissions when in accordance with Union instruction.
- 3.05 The Company shall submit a checkoff list containing the names and social insurance numbers of each employee and the monies applicable to each employee as described in Articles 3.02 and 3.04 above. Union dues deducted under this provision or other checkoff provisions shall be remitted to the Union not later than the fifteenth (15th) of the month following the month in which such checkoff applies.
- 3.06 The Company is indemnified by the Union against the claims of any employee in respect of any actions taken by the Company in compliance with the provisions of this Article 3.

ARTICLE 4: MANAGEMENT RIGHTS

- 4.01 The Union recognizes and agrees that:
 - (1) Provided that all Management actions are consistent with this Agreement, the Union recognizes that Taplow Feeds has the sole and exclusive right to manage its business in all respects in accordance with its commitments and responsibilities to its customers, employees, lenders, and finally to its shareholders. Subject only to the specific provisions of this Agreement, Taplow Feeds has the sole and exclusive right

to plan, direct, and control operations, to maintain discipline and efficiency, to require employees to observe Taplow Feeds rules and regulations, to hire, promote, demote, transfer, and assign working hours, to discipline, suspend and discharge employees for just cause, to source and control raw ingredients and finished products, to determine the products to be manufactured and/or processed, the schedules of production, the methods of production and processing used, the number of employees needed by Taplow Feeds at any time, operating techniques, methods, machinery, and equipment, and to exercise jurisdiction over all operations, buildings, machinery, equipment and tools.

- (2) 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. When the Company requires new employees the Company may notify the Union so that the Union can advise unemployed members of the potential for a job.

- 4.02 The Union further recognizes the right of Taplow Feeds to operate and manage its business in all respects in accordance with its commitments and responsibilities to its customers, employees, suppliers, lenders and finally shareholders and alter from time to time the rules and regulations to be observed by the employees provided such rules and regulations are not inconsistent with the terms of this Agreement.

The Union further recognizes that Taplow Feeds and its employees have a commitment to serve customers by consistently providing products which meeting specifications and guarantees by the Taplow Feeds, when they are required by the customer, and a consistent and timely manner.

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 Labour Relations Code of B.C. "Employee" shall also mean a person employed in a job classification listed in Appendix "A" attached hereto, and working at or from any premises opened or taken over by the Company in British Columbia.

ARTICLE 6: HOURS OF WORK AND OVERTIME

- 6.01 The standard work day for shift workers shall consist of eight (8) consecutive hours between 6:00 a.m. and 2:00 p.m., with a half-hour paid lunch period. The standard work

day for employees designated as permanent day shift (i.e. Maintenance and warehouse) shall be eight (8) hours of work within eight and one-half (8 ½) consecutive hours with a half-hour (1/2) unpaid lunch period. The standard work week shall consist of forty (40) hours on five (5) consecutive days Monday to Friday. All employees shall have two (2) consecutive days off.

- 6.02 Hours of work may be changed by mutual agreement between the Company and the Union. Shifts shall rotate every two (2) weeks.
- 6.03 On afternoon shift, the hours of work shall be eight (8) hours between 2:00 p.m. and 10:00 a.m. with a one-half (1/2) hour paid lunch.
- 6.04 On graveyard shift, the hours of work shall be eight (8) hours between 10:00 p.m. and 6:00 a.m. with a one-half (1/2) hour paid lunch.
- 6.05 Each shift shall have a minimum half-hour paid lunch period between the end of the third hour or the start of the sixth hour.
- 6.06 The Company shall give the employee twelve (12) hours' notice prior to changing of shifts.
- 6.07
 - (a) Work Before Regular Shift - Employees called in before their regular starting time shall be paid at the 1 1/2s time rate for time worked prior to their regular starting time.
 - (b) 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.
- 6.08 Time worked in excess of standard hours of work shall be considered as overtime and overtime rates of pay shall be paid as follows:
 - (1) Time and one-half for the first three (3) hours after the regular shift and double time thereafter.
 - (2) Time and one-half for the sixth day up to a maximum of eight (8) hours and double time thereafter.
 - (3) Double time for all work performed on second rest day and all Government declared General Holidays. This double time is in addition to General Holiday pay.
 - (4) Double time for all hours in excess of forty-eight (48) hours in a week.

- 6.09 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 elapses, 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.
- 6.10 When an employee is required to work without a lunch period, such employee shall receive one-half hour at overtime rates.
- 6.11 Hours worked outside the employee's regular shift, on the employee's scheduled days off or on general holidays shall be considered overtime and paid at the appropriate overtime rates.
- 6.12 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.
- 6.13 All overtime shall be offered in seniority order. Where sufficient volunteers cannot be found, the overtime shall be mandatory on the basis of reverse seniority. All part time employees shall be required to work first before regular permanent employees are required to work overtime.
- 6.14 Without detracting from the minimum overtime hours worked and/or minimum overtime pay guarantees as provided elsewhere in this Agreement, when an employee works overtime, his time worked shall be calculated on a fifteen (15) minutes unit basis and the employee must work the complete fifteen (15) minutes.
- 6.15 Each employee shall receive a fifteen (15) minute paid coffee break within each four hours of a shift.
- 6.16 (a) Work Week Guarantee - A regular permanent 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, provided he is available to work all shifts. The notice of lay-off provided in the Seniority Section of this Agreement shall be adhered to.
- (b) An employee reporting for work on his regular shift shall receive a minimum of eight (8) hours' pay at his regular rate.
- (c) An employee called to work on a Saturday, a Sunday or on a General Holiday, (or day observed as General Holiday), shall receive a minimum of four (4) hours' pay at the prevailing overtime rates.
- 6.17 Overtime Not Part of Daily Guarantee - Where an employee, at the request of the Company, performs work at overtime rates, such time will be considered overtime only and will not be included in the computation of his daily guarantee as provided under this Agreement.

**ARTICLE 7: INTERVIEWS, FACT FINDINGS, DISCIPLINE HEARINGS,
ACCIDENT INVESTIGATIONS & DISCIPLINE**

- 7.01 (1) The Company recognizes the value of a good working relationship and the use of a progressive discipline system and that discipline is educational not punitive. Employees shall be informed of all Company policies. The Company has the right to discipline for just and reasonable cause.
- (2) All discipline issued is subject to the grievance and arbitration procedure. In instances of termination, the Union Business Representative shall be immediately notified and within two (2) business days provided all evidence and documentation that the Company has relied upon for termination. A termination grievance shall begin at Step 2 of the grievance procedure.
- (3) All discipline shall be fully documented, laying out all reasons for discipline, the discipline issued and the consequences to the employees of further discipline. In the case of written discipline, the employee must acknowledge, by his signature, that he is aware he has received discipline. All discipline shall be placed in the Employee's file and the employee and/or Shop Steward, with the Employee's consent, shall be permitted to review the Employee's disciplinary file.
- 7.02 All disciplinary action shall be taken only after thorough investigation with the employee and all other relevant individuals.
- 7.03 Whenever an employee is required to attend a fact finding or other investigation which could give rise to discipline, a Shop Steward of the Employee's choice must be in attendance.
- 7.04 An employee and the Shop Steward shall be given a copy of the full fact finding.
- 7.05 All disciplinary action shall be subject to the grievance and arbitration procedures.
- 7.06 The Company must begin a fact finding, investigation, etc. within three (3) working days of their becoming aware of the incident giving rise to possible discipline. The Company shall notify the Employee and Shop Steward, in writing, within the above-mentioned three (3) working days, indicating a fact finding, investigation, etc. has commenced, its commencement date, the employee involved, the nature of the incident, and whether the Employee has been notified of the fact finding, investigation, etc. In any investigation of a serious matter, the rule of confidentiality shall apply to both parties. Both parties agree that time is of the essence in regards to the above.

ARTICLE 8: GRIEVANCE PROCEDURE

- 8.01 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:

“Note: Prior to Step (1), the Employee shall verbally discuss the issue with his immediate supervisor. If the issue is not resolved to the employee’s content, it shall be submitted in writing, signed by the employee, at Step (1) within fourteen (14) working days of the Employee becoming aware of the matter.”

STEP (1)

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 Supervisor within seven (7) calendar days.

STEP (2)

Should a solution not be reached by Step (1) 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 Plant Manager within seven (7) calendar days. If a solution is reached, this shall be final.

- 8.02 If the procedure set forth in STEP (1) and STEP (2) above do not result in a solution being reached within seven (7) days of the discussion between a Business Representative of the Union and the Plant Manager of the Company, or within such further period as the Company and the Union agree to in writing, the dispute shall be referred to Arbitration as follows.
- 8.03 Where either of the Parties elect to proceed to Arbitration they shall so notify the other and a single arbitrator, of mutual agreement, shall be agreed upon.

If a single arbitrator is not agreed upon within seven (7) days the parties shall request the Minister of Labour of the Province of British Columbia to appoint a qualified arbitrator. The arbitrator shall have the power to order, if he deems proper that any employee who has been wrongfully suspended, discharged or in any other way disciplined, shall be reinstated without loss of pay and with any other benefit under this Agreement which he may have lost. If in the final determination the employee is found to have been unjustly deprived of work, earnings or any other benefit, right or privilege, the arbitrator shall have the power and right to make such award as he feels necessary to make the employee whole.

- 8.04 The decision of the arbitrator with respect of all matters referred to him shall be final and binding on the parties.
- 8.05 Each party shall pay its own costs and fees and the expenses of its representatives and witnesses. The fees and expenses of the Arbitrator shall be shared equally between the parties.
- 8.06 In the event of an Arbitrator being appointed, it is agreed by both the Union and the Company, that the Arbitrator shall be requested to hand down his decision within ten (10) days, or as soon thereafter as may conveniently be arranged.
- 8.07 The Company and the Union may mutually agree in writing to waive any of the time limits set out in this Article.
- 8.08 All time limits contained herein shall be considered working days exclusive of Saturdays, Sundays and General Holidays unless stated otherwise.
- 8.09 If the Company or the Union has a policy grievance it shall begin at STEP (2) of the Grievance Procedure.
- 8.10 Any discharged or suspended employee may, within seventy-two (72) hours of his suspension or discharge, (exclusive of Saturdays, Sundays and General Holidays) in writing, require the Company to give him the reasons for his suspension or discharge and the Company shall 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 suspension or discharge of such an employee, only the reasons so set forth in writing, shall constitute cause.

ARTICLE 9: SENIORITY

- 9.01 Except as otherwise stated, employees' seniority is defined as the length of continuous service in the Bargaining Unit and there shall only be two (2) recognized classes of employees, regular permanent or part time.
- 9.02 Seniority for Regular Permanent employees shall commence from the date of hire of the employee and shall govern in all areas of this Agreement except as otherwise specified.
- 9.03 Part-time employees are those who are used on an "as required" basis and shall be listed on a spareboard. While classified as part-time, they shall not accumulate seniority and shall not be used to displace any regular permanent employee.

Part-time employees shall only be used for peak period staffing, holiday relief, or maintaining crew sizing as a result of accident or injury.

Part-time employees shall be eligible for vacation and statutory holiday pay on a prorated basis. All other terms and conditions of this Agreement shall apply.

- 9.04 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.
- 9.05 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 Seniority shall be lost and an employee shall no longer be considered an employee of the Company if an employee:
- (1) voluntarily leaves the employ of the Company, or
 - (2) is discharged for proper cause, or
 - (3) is absent without leave for a period greater than eight (8) working hours, or
 - (4) after layoff, fails to report for work for three (3) working days after being recalled, or
 - (5) is on continuous layoff for six (6) months.
- 9.07 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 shall commence from the date of hiring.
- By mutual agreement of the Company and the Union the probationary period may be extended thirty (30) calendar days for a specific employee.
- 9.08 In the event of lay-offs seniority shall be recognized. The principle of last man on, first man off shall prevail providing the employee being retained is capable (as defined in Article 10.08) of performing another job.

- 9.09 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 subject to the conditions in Article 10.08. The Company shall notify the employee by couriered letter, copies to the shop steward and Union, at the employee's address on record with the Company. Employees shall ensure that the Company is kept up to date of their current address and telephone number.
- 9.10 Employees subject to lay-off shall receive a minimum of one calendar week of notice or pay in lieu of providing they have completed their probationary period.

ARTICLE 10: JOB POSTINGS

- 10.01 The job posting procedure shall apply to job openings, new positions, promotions within the bargaining unit, and transfers for non-probationary employees to apply. This shall include transfers to other locations opened or taken over by the Company.
- 10.02 (1) All job postings, except as described in 10.03 below, shall be posted in a conspicuous place for seven (7) days. If no applications are received the job may be filled by hiring a new employee.
- (2) The posting shall indicate the classification, shift schedule and pay for the opening.
- 10.03 Short term assignments not subject to job posting shall be those not exceeding twenty-one (21) calendar days.
- 10.04 If an employee is not at work for the following reasons when a job is posted, he may apply for the job if he does so within three (3) working days of his return to work and is informed of the position availability:
- (1) Vacation,
- (2) Authorized leave of absence not exceeding fifteen (15) working days,
- (3) Absence resulting from an accident or illness not exceeding fifteen (15) working days.
- 10.05 The job shall be given to the most senior applicant covered by the seniority list providing the employee is capable of performing the available work.
- 10.06 In the event an employee is re-assigned in accordance with the provisions of this Article and within thirty (30) days of such re-assignment, the employee is not capably performing the job or if the employee wishes to do so, he shall revert to his immediate previous job.

10.07 The name of the successful applicant shall be posted no later than five (5) days after the job has been awarded.

10.08 For the purpose of this Collective Agreement the term "capable" shall be defined as an employee's capability to perform the job competently without additional training. In cases of lay offs and recall this shall not preclude a brief (up to one (1) week), re-familiarization period for employees who have been away from a job for a period of time.

For the purpose of this Collective Agreement, "training" means any theoretical and/or practical training given by the employer with a view to enabling the employees to perform effectively a function, a duty or a set of functions or duties.

10.09 In the event the Company creates a new classification during the term of this Agreement, wage rates and/or benefits shall be negotiated immediately and shall be added to this Agreement by amendments. If the parties are unable to agree on the matters involved, then either party may proceed to the Grievance Procedures and Arbitration as described in Article 8 of this Collective Agreement.

ARTICLE 11: ANNUAL VACATION

11.01 All employees covered by this Agreement shall be entitled to vacations with pay on the following basis:

NOTE: Vacation pay shall be based on a percentage of gross pay or the paid weeks vacation, but not both. Where an employee's accrued vacation has been paid out in advance, the employee shall not be entitled to any further vacation pay.

(1) Two (2) weeks: Every employee who completes one (1) year of continuous service is entitled to a vacation of two (2) weeks. Vacation pay is calculated on a basis of four percent (4%) of gross wages earned during the previous calendar year or two (2) weeks' pay, whichever is the greater.

(2) Three (3) weeks: Every employee upon completion of five (5) years of continuous service is entitled to a vacation of three (3) weeks. Vacation pay is calculated on a basis of six percent (6%) of gross wages earned during the previous calendar year, or three (3) weeks' pay, whichever is the greater.

(3) Four (4) weeks: Every employee upon completion of ten (10) years of continuous service is entitled to a vacation of four (4) weeks. Vacation pay is calculated on a basis of eight percent (8%) of gross wages earned during the previous calendar year, or four (4) weeks' pay, whichever is the greater.

- (4) ~~Five (5) weeks~~: Every employee upon completion of fifteen (15) years of continuous service is entitled to a vacation of five (5) weeks. Vacation pay is calculated on a basis of ten percent (10%) of gross wages earned during the previous calendar year, or five (5) weeks' pay, whichever is the greater.
- 11.02 In the event that the employee's employment with the Company should be terminated before he has completed the amount of working time necessary to entitle him to the vacation time off, referred to in Article 11.01, he shall be remunerated, in place of time off, at the rate of four percent (4%), six percent (6%), eight percent (8%) or ten percent (10%), as the case may be, of the gross pay earned by that employee during the portion of the year that he has worked.
- 11.03 The Company shall post a vacation schedule on March 1st of every year and all employees shall have until March 31st of that given year to bid for vacations. Employees failing to schedule their vacations within the given time frame shall be subject to scheduling assignments by the Company.
- An employee who has scheduled their vacations in accordance with this Article shall be required to take their vacation at the scheduled time, except in cases of extenuating circumstances in which case they shall attempt to switch vacation times with other employees in seniority order.
- 11.04 Vacations shall be scheduled at times desired by the employees, however, no more than one (1) employee per shift shall be allowed on vacation at any one time without Company authorization.
- 11.05 Should any General Holiday or holidays, occur during the period of an employee's annual vacation, the said annual vacation shall be extended by the corresponding number of days with pay.
- 11.06 Prior to an employee going on vacation, the Company shall furnish the employee with a statement showing the period for which the employee is receiving his vacation pay, the total of the employees' gross earnings for the year of service for which he is receiving his vacation and how the vacation pay was calculated, i.e.: on a percentage or hourly basis. An employee shall be paid his vacation pay on the regular pay day.
- 11.07 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 each employee concerned.
- 11.08 Each employee shall be required to take the full annual vacation he is entitled to under the provisions of this Agreement.

11.09 If an employee so requests, the Company shall provide one week of the employee's vacation time in the summer months (May 15th to September 15th). An additional week may be granted with prior approval from the Company. If a dispute arises, vacation periods shall be allocated on the basis of seniority.

ARTICLE 12: GENERAL HOLIDAYS

12.01 The Company shall give each employee with thirty (30) calendar days service 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 on that day. An employee shall receive such holiday pay, even if the holiday falls on the employee's scheduled day off. The designated General Holidays shall be:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
B.C. Day	Boxing Day

or any other holiday declared, or proclaimed by the Federal and/or Provincial Government.

12.02 Without limiting the general application of Article 12.01, but subject to the provisos contained herein, General Holiday pay provisions shall prevail.

- (1) The employee must work his last scheduled shift before and his first scheduled shift following the Holiday.
- (2) Where an employee is laid off or is on an approved leave of absence provided such an employee has earned wages from the Company during the one (1) calendar week immediately preceding the week in which the holiday occurs.
- (3) Where an employee is off work due to a death in the immediately family or is acting as a juror as provided elsewhere in this Agreement.
- (4) An employee regularly scheduled to work on the Statutory Holiday must work his shift when required by the Company and the overtime provisions shall apply.

12.03 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.

ARTICLE 13: WAGES

- 13.01 (1) The Company shall remunerate an employee at the wage rate applicable to the job classification that such an employee is employed in. The job classifications and applicable wage rates which are minimal, shall be those agreed upon and set out in Schedule "A", attached hereto, and forming part of this Agreement.
- (2) Those employees who are training for a higher job classification, shall remain at their current rate of pay until such training is complete.

- 13.02 The Company shall, every second Friday, pay to each employee, by direct deposit, all wages earned by the employee to a day not more than three (3) working days prior to the date of payment provided that if a General Holiday falls on the regular pay day, payment shall be made the preceding day.

Payment of wages shall be made 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.

In the event that an employee is terminated or laid off, the Company shall pay such employee not later than seventy-two (72) hours after he ceases to be an employee of the Company, all wages, salary, and holiday pay earned by such employee, excluding authorized deductions, and any money owed to the Company which the employee has acknowledged.

Where an employee is not paid as provided above, such employee shall be deemed to be still on the payroll of the Company and shall receive his usual wages until there is compliance with the above provisions or other arrangements are made.

- 13.03 The Company shall issue to each employee a separate or detachable itemized statement with each pay showing separately the number of straight time hours worked, 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 annual cumulative totals and the total deductions therefrom.
- 13.04 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 so long as reports are done in an expedient manner. Failure to fill out preceding forms could result in disciplinary action.

13.05 Where an employee works in a higher hourly wage classification, he shall be paid the higher rate for the hours worked in such classification subject to Article 13.01.

ARTICLE 14: GENERAL PROVISIONS

14.01 An employee suffering injury while in the employ of the Company must report to their supervisor and/or record the incident in the injury report record immediately, or as soon thereafter as practicable, and also report to that supervisor on returning to work.

14.02 Adequate washroom facilities shall be provided by the Company and kept in sanitary conditions. Employees shall co-operate by observing the simple rules of cleanliness.

14.03 Hand cleaner shall be supplied.

14.04 All employees shall have coveralls supplied and cleaned by the Company at no expense to the employees involved. Any set of coveralls supplied, shall be of the proper size to fit the employee. There shall be at least three (3) changes available each week to the employees involved.

14.05 The Company shall supply a suitably enclosed heated and air conditioned lunch room. The lunch room shall include a microwave, refrigerator, a coffee maker and supplies, bottled water, a table and sufficient seating. The employees shall ensure the lunch room is kept clean at all times.

14.06 The Company shall supply a locker for each employee covered by this Agreement.

14.07 (1) The Union may select or appoint Shop Stewards to represent the employees and the Union shall notify the Company as to the names of such Shop Stewards. The Company agrees and covenants that no Shop Steward shall be subject to any discrimination by reason of holding such office.

(2) When the Company for any reason finds it necessary to terminate or lay off a Shop Steward, the Business Representative of the Union shall be notified prior to such termination or layoff.

(3) 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.

It is agreed that the Business Representative shall not interfere with employees during working hours without permission of Management.

- (4) The Shop Steward shall be allowed reasonable time during working hours to discuss problems with Management. Any employee being reprimanded by the Company shall have the right to request that the Shop Steward be in attendance.
- 14.08 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 Trade Union and an Employer with whom the picketing Union has a dispute.
- 14.09 After completion of one year of service, employees who purchase approved safety footwear shall be reimbursed for the actual cost of the footwear, but in any case not more than one hundred and fifty dollars (\$150.00) per year. All employees are required to wear approved footwear. Requests for reimbursement must include an original sales receipt.
- 14.10 Gloves shall be provided by the Company on an exchange basis. When an employee requires a new or replacement pair, the old pair shall be returned for exchange.
- 14.11 When the Company requires an employee to take a first aid course, the Company shall pay the employee's tuition and wages upon successful completion.
- 14.12 A notice board shall be provided for the posting of all official Union notices exclusively, and shall 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.

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 - Welfare Plan Provisions

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

- 14.13 Any employee eligible to vote in a Federal or Provincial election shall have four (4) consecutive clear hours during the hours in which the polls are open in which to cast a ballot.
- 14.14 Coffee supplies for coffee breaks shall be supplied by the Company.

- 14.15 The Company agrees to the reimbursement of course fees to an employee when he is improving or upgrading himself in his line of work. The cost of Tradesman Qualifications Exams shall also apply. In order to qualify for reimbursement, the employee must receive approval from the Company in advance of taking the course and must successfully complete the course.
- 14.16 The use of supervisors and/or office personnel shall not displace or cause a loss of earnings to bargaining unit employees.
- 14.17 No disciplinary action shall be taken against any employee by reason of the fact he has reasonably exercised the right conferred upon him under the WCB Act respecting occupational health and safety of employees.
- 14.18 (1) 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.

No employee who acts within the scope of this sub-section shall lose his job or be discriminated against for so acting.

- (2) When an employee suffers an injury, whether on the job or not, or suffers any illness preventing him from reporting to work, he shall automatically be granted leave of absence until such time as his doctor states he can return to work.

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.

The Company may require an employee to provide reasonable verification of illness and/or injury.

- (3) 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. Employees shall not be entitled to benefit coverage while on personal leave of absence.
- (4) In any instance where an employee accepts other employment without the consent of Management, when on leave of absence for any reason, his employment may be terminated, subject to proper proof of same.

- 14.19 There shall be no sub-contracting which directly affects the bargaining unit without the Union's express written permission.
- 14.20 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 which would adversely affect the bargaining unit. Failure on the part of the Company to comply with these provisions shall automatically give cause for grievance.

The senior employee applying who has the ability to do the job subject to the Technological or Procedure Changes section of this Agreement, shall receive such job.

- 14.21 In case of death in the immediate family, the employee affected who must have completed probationary period, shall be granted compassionate leave of absence with full pay for three (3) days with an additional unpaid leave of absence of two (2) days. Immediate family means: husband, wife, mother, father, children, sister, brother, mother-in-law and father-in-law, sister-in-law, brother-in-law, grandparents and step-parents.
- 14.22 All time lost by an employee due to necessary attendance on any court proceedings arising out of his employment, including acting as a witness, or in completing his driver's tests, required by the employer 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.

Driver's licence medical as required shall be paid by the Company.

- 14.23 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 for the time loss due to attendance 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 retaining legal counsel to act on his behalf, he shall consult the Company's General Manager to ascertain which legal firm the Company might prefer.

Expenses incurred by the employee during an investigation or defence of any claim or suit, including actual loss of earnings, shall not be reimbursed in excess of one hundred and fifty dollars (\$150.00) per day. Coverage is to be for property and bodily injury only. When a employee is found to be negligent coverage shall be excluded.

- 14.24 No employee vehicles shall be used on Company business.
- 14.25 The article headings shall be used for purposes of reference only, and shall not be used as an aid in the interpretation of this Agreement.
- 14.26 It is to the mutual advantage of both the Company and the employees, that employees shall not operate vehicles which are not in safe operating condition and not equipped with the safety equipment required by laws. The maintenance of equipment in sound operating condition is not only a function but a responsibility of the Company.
- 14.27 A Safety Committee shall be appointed in accordance with Workers' Compensation Board Health & Safety Regulations with representation from all shifts and meet once per month.
- 14.28 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 or serve notice to such an employee provided the employee has a minimum of one (1) year's service with the Company. Severance pay shall be based on an employee's regular rate of pay at the date of his severance and shall be paid in accordance with the following schedule:

One (1) week's pay or notice for each year of service with the Company.

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 a period of his right to recall but during such period the employee may, request and receive payment of such pay.

14.29 Union Management Committee

A committee consisting of equal representatives shall meet monthly for the purpose of reviewing problems or potential problems arising in connection with the application or operation of this Agreement.

Minutes shall be kept as a record of the matters discussed during the meetings, with copies sent to the Union and Company.

The General Manager and Business Representative may also attend.

ARTICLE 15: MEDICAL

- 15.01 (1) The Company shall maintain the current coverage, as a minimum, at no cost to the Employees.
- (2) The Company shall provide the Union with full copies of the policies of insurance for any and all carriers with which the Company contracts to provide coverage in fulfilment of the terms of this Collective Agreement. Should the Company change carriers, the Company shall provide the Union with full copies of any new policies of insurance within ten (10) days.
- 15.02 The Company shall maintain medical and extended health coverage while employees are on individual Weekly Indemnity claims and while employees are on WCB claim to a maximum of four (4) months.

ARTICLE 16: SAVINGS CLAUSE

- 16.01 No employee, who prior to the date of this Agreement was receiving more than the rate of wages as set out in the Schedule attached hereto, or working less than stipulated in this Agreement, shall suffer a reduction of wages or increase in hours worked per week because of the adoption of this Agreement.
- 16.02 Nothing herein contained shall preclude higher wages being paid to employees of special ability.
- 16.03 (1) 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.
- (2) 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 17: DURATION

- 17.01 This Agreement shall be in full force and effect from and including November 16, 2002 to and including November 15, 2002 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 November 15, 2002, 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 a view to the conclusion of a renewal or revision of the Collective Agreement or a new Collective Agreement.
- 17.02 Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall strike, or the Company shall lockout, or the parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement.
- 17.03 The operation of Section 50 (2) and (3) of the Labour Relations Code of British Columbia is hereby excluded.

SIGNED at _____, British Columbia, this _____ day of _____, 20____.

For the Company

For the Union
Ron Brady
Business Representative
International Union of Operating Engineers,
Local 115

SCHEDULE "A"

DATE: November 16, 2002

Classification	New Job Entry	Complete 3 Months	Complete 6 Months
Bagger	10.71	11.71	12.71
Maintenance Unticketed	14.00	14.75	16.00
Maintenance Ticketed	16.01	17.01	18.01
Warehouse	13.79	14.79	15.79
Operator	14.83	15.83	17.83

DATE: November 16, 2003

Bagger	11.09	12.09	13.09
Maintenance Unticketed	14.28	15.28	16.28
Maintenance Ticketed	16.55	17.55	18.55
Warehouse	14.26	15.26	16.26
Operator	15.33	16.33	18.33

PREMIUMS:

Afternoon Shift (2:00 p.m. – 10:00 p.m.)	\$0.50
Graveyard Shift (10:00 p.m. – 6:00 a.m.)	\$1.00
Ticketed Steam Engineer	\$1.00
Chief Steam Engineer	\$2.00
Head Bagger	\$0.50
Shift Supervisor (all shifts)	\$1.00

NOTE:

- A.01 When a new job classification is introduced which is not included in the list of classifications in this Schedule, the Company and the Union shall promptly negotiate a wage rate for such classification.

Every effort shall 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 notice, in writing, is given by either party to commence negotiations.

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 Minister of Labour of British Columbia to appoint an Arbitrator.