

AGREEMENT BETWEEN:

ZACKARN CLEANING SERVICES

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 115

Duration: April 13, 2006 – April 12, 2009

TABLE OF CONTENTS

DATE AND REFERENCE.....	1
ARTICLE 1 - OBJECTS.....	1
ARTICLE 2 - BARGAINING AGENCY.....	1
ARTICLE 3 - UNION SECURITY.....	1
ARTICLE 4 - MANAGEMENT RIGHTS.....	2
ARTICLE 5 - DEFINITION OF EMPLOYEE.....	3
ARTICLE 6: HOURS OF WORK AND OVERTIME.....	3
ARTICLE 7 - GRIEVANCE PROCEDURE.....	5
ARTICLE 8 - ARBITRATION.....	5
ARTICLE 9 - SENIORITY.....	6
ARTICLE 10 - VACATIONS.....	7
ARTICLE 11 - GENERAL HOLIDAYS.....	9
ARTICLE 12 - WAGES.....	10
ARTICLE 13 - EMPLOYEE VEHICLES.....	10
ARTICLE 14 - LEAVE OF ABSENCE.....	11
ARTICLE 15 - GENERAL PROVISIONS.....	11
ARTICLE 16 - JOB POSTING.....	14
ARTICLE 17 - HEALTH AND WELFARE.....	15
ARTICLE 18 - SAVINGS CLAUSE.....	15
ARTICLE 19 - DURATION.....	16
APPENDIX "A".....	17

AGREEMENT BETWEEN:

ZACKARN CLEANING SERVICES

(hereinafter referred to as the "Company")

PARTY OF THE FIRST PART

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

WITNESSETH: that the parties hereto agree as follows:

DATE AND REFERENCE

The Agreement shall be dated for reference April 13, 2006 to April 12, 2009 and named for reference the "ZACKARN CLEANING SERVICES - OPERATING ENGINEERS AGREEMENT".

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.
- 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.

- 3.02 CHECK-OFF: - 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 DEDUCTED: - Union dues or any other assessments as authorized by the Union deducted under this provision, or other check-off provisions in the Agreement shall be remitted to the Union and received not later than the fifteenth of the month following the month in which such check-off applies.

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 to discharge employees for just and reasonable cause.
- 4.03 DISCRIMINATION PROHIBITED: - The Company agrees that it will not act in a manner that is arbitrary, discriminatory or in bad faith in the exercise of its management rights. The Parties further agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in any matter by reason of race, creed, colour, age, sex, marital status, or family relationship. The Company will abide by the Human Rights Act. Any claim of a violation of this provision or any other Article of this Agreement may be the subject of a grievance and be dealt with as hereinafter provided.
- 4.04 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 may have the opportunity to refer suitable applicants to the Company.
- 4.05 A progressive discipline system will be used depending always on the severity of the offence, as follows:
- | | | |
|----------------|---|--|
| First offence | - | verbal warning |
| Second offence | - | written warning |
| Third offence | - | suspension (variable duration depending on seriousness of offence) |
| Fourth offence | - | Company reserves the right to terminate |

If the employee's record is clear of verbal or written warnings regarding attendance-related infractions, for a period of six (6) months, the warnings will be removed from the employee's record.

Attendance-related suspensions will remain on employee's record for twelve (12) months.

If the employee's record is clear of all other verbal or written warnings for a period of twelve (12) months, the warnings will be removed from the employee's record.

All non-attendance related suspensions shall remain on the employee's record permanently and shall be considered in all future discipline.

Employee's personnel files will be made available to the employee or the Union upon request.

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 British Columbia. "Employee" shall also mean a person employed in a job classification listed in Appendix "A" and/or "B" attached hereto.

ARTICLE 6: HOURS OF WORK AND OVERTIME

6.01 (a) An employer must ensure

- (i) that no employee works more than 5 consecutive hours without a meal break, and
- (ii) that each meal break lasts at least a 1/2 hour.
- (iii) The meal break shall be on the employee's time and shall not be paid time.

(b) **WORK THROUGH REGULAR LUNCH PERIOD:** - Where an employee is required to work through his regular established lunch period, such employee shall be paid the applicable overtime rate and be allowed reasonable time off to consume a meal with no loss of pay.

6.02 (a) If as required by an employer an employee reports for work on any day, the employer must pay the employee for a minimum of 2 hours at the regular wage whether or not the employee starts work, unless the employee is unfit to work or fails to comply with Part 3 of the *Workers Compensation Act*, or a regulation under that Part.

(b) Whether or not the employee starts work, the employer must pay the employee for a minimum of 4 hours at the employee's regular wage if the employer had previously scheduled the employee to work for more than 8 hours that day, unless

- (i) the employee is unfit to work or fails to comply with Part 3 of the *Workers Compensation Act*, or a regulation under that Part, or
- (ii) the work is suspended for reasons completely beyond the employer's control, including unsuitable weather conditions.

- 6.03 An employer must pay an employee overtime wages in accordance with section 6.05 if the employer requires, or directly or indirectly allows, the employee to work more than 8 hours a day or 40 hours a week.
- 6.04 (a) An employer must either
- (i) ensure that an employee has at least 32 consecutive hours free from work each week, or
 - (ii) pay an employee 1 1/2 times the regular wage for time worked by the employee during the 32 hour period the employee would otherwise be entitled to have free from work.
- (b) An employer must ensure that each employee has at least 8 consecutive hours free from work between each shift worked.
- (c) Subsection (b) does not apply in an emergency.
- 6.05 (a) An employer must pay an employee who works over 8 hours a day
- (i) 1 1/2 times the employee's regular wage for the time over 8 hours, and
 - (ii) double the employee's regular wage for any time over 12 hours.
- (b) An employer must pay an employee who works over 40 hours a week 1 1/2 times the employee's regular wage for the time over 40 hours.
- (c) For the purpose of calculating weekly overtime under subsection (b), only the first 8 hours worked by an employee in each day are counted, no matter how long the employee works on any day of the week.
- 6.06 OVERTIME MEAL: - Employees who work beyond ten (10) hours per day shall receive a minimum of one-half (1/2) hour's pay for time off to eat a meal, and each four (4) hours thereafter.
- 6.07 WORK BEFORE REGULAR SHIFT: - Employees called in before their regular starting time shall be paid at the prevailing overtime rate for time worked prior to their regular starting time.
- 6.08 WORK AFTER REGULAR SHIFT: - Employees called back to work after their regular shift shall receive a minimum of three (3) hours' pay at the prevailing overtime rate.
- 6.09 WORK ON DESIGNATED DAYS OFF OR GENERAL HOLIDAYS:
- All hours worked on Designated Days Off 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) Designated Days Off - The first eight (8) hours shall be paid at time and one-half (1.5x). All hours worked in excess of eight (8) hours shall be paid at time and one-half (1.5x).

- (b) Statutory Holidays - All hours worked on a Statutory Holiday shall be paid at time and one-half (1.5x). This time and one-half (1.5x) is in addition to any Statutory Holiday pay an employee may be entitled to under other provisions of this Agreement.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.01 JOINT MANAGEMENT/UNION LIAISON: - On the request of either Party, the parties shall meet at least once every two (2) months for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by this Agreement.

The purpose of the consultation committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity, but does not replace the Grievance Procedure set out in this Article.

- 7.02 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 fifteen (15) calendar days. The Company shall give its response to the Union within fifteen (15) calendar days.

- 7.03 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. A copy of the Company's written response shall be forwarded to the Union Business Representative.
- 7.04 SECTION 87 (1): - Grievances pertaining to discharge and suspension will not be processed under Section 87 (1) of the Labour Relations Code of British Columbia unless there is mutual agreement between the parties.

ARTICLE 8 - ARBITRATION

- 8.01 If the procedures set forth in Section 7.02, Step A do not result in a solution being reached within twenty (20) days of the first discussion between a Business Representative of the Union and a representative of the Company, or within such further period as the Company and the Union agree to in writing, the dispute may be referred to a single Arbitrator appointed as follows:
 - (a) The parties shall then confer and shall within ten (10) days choose a single arbitrator to arbitrate the dispute. The arbitrator shall be chosen by mutual agreement of the parties. Failing mutual agreement, the Director of the Collective Agreement Arbitration Bureau to appoint a single arbitrator.

- (b) The decision of the Arbitrator shall be final and binding. All expenses incurred by the Arbitrator shall be paid equally by the Parties. Each party shall pay its own costs.
- 8.02 If the Arbitrator finds (or if at any earlier stage of the Grievance Procedure it is found) that an employee has been suspended or discharged without just and reasonable cause, that employee shall be reinstated by the Company without loss of pay and with all his rights, benefits and privileges which he would have enjoyed if the suspension or discharge had not taken place or if the Arbitrator finds (or if at any earlier stage of the Grievance Procedure it is found) that an ex-employee should have been rehired, that ex-employee shall be employed by the Company and be paid all pay which he would have enjoyed and accorded all rights, privileges and benefits which he would have enjoyed if he had been hired at the proper time provided that, if it is shown to the Arbitrator that the employee has been in receipt of wages during the period between discharge or suspension and reinstatement, or date of failure to rehire and rehiring, the amount so received shall be deducted from wages payable by the Company pursuant to this Article, less any expenses which the employee has incurred in order to earn the wages so deducted, AND PROVIDED THAT the Arbitrator, if circumstances are provided before him, which, in the opinion of the Arbitrator makes it just and equitable to do so, shall have the authority to order the Company to pay less than the full amount of wages lost.
- 8.03 The Arbitrator shall have the right to modify any penalty imposed by the Company on an employee.
- 8.04 If the award of the Arbitrator is subsequently set aside by a court of competent jurisdiction, the question shall, at the request of either party, be submitted to another arbitration hearing pursuant to and with all the powers provided by this Article.
- 8.05 The expenses and remuneration of the Arbitrator shall be paid by the Parties in equal shares.
- 8.06 Without restricting the specific powers hereinbefore mentioned, the Arbitrator shall have the general powers of an Arbitration Board.
- 8.07 The decision of the Arbitrator shall be specifically limited to the matter submitted to him and he shall have no authority in any manner to amend, alter or change any provisions of this Agreement.

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 (a) 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.
- (b) No employee shall serve more than one (1) probationary period.

9.03 EMPLOYEE - RE-EMPLOYMENT: - An employee re-entering the employ of the Company within six (6) months after his right to recall has expired shall not be subject to another probation period.

9.04 LAYOFF BY SENIORITY: - In the event of layoffs, seniority shall be recognized. The principle of last person on - first person off shall prevail, subject to job classification.

NOTICE OF LAYOFF: - The Company shall give at least seventy-two (72) hours notice of layoffs; exclusive of Saturday, Sundays and General Holidays.

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 lay off.

(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.

(c) When a member of the bargaining unit (excluding a probationary employee) accepts a position within the Company outside of the bargaining unit, he shall forfeit his seniority. The Union shall be notified in writing of such promotion.

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

The Company shall contact laid-off employees either personally, by registered mail 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.

Failure to respond within 3 working days of being notified to do so may result in the employee having to wait until the next recall (i.e. out of seniority), unless the employee can prove that his or her failure to respond was due to circumstances beyond his or her control.

Where the Company cannot contact an employee, the Company shall contact the Union so that the Union can provide all contact numbers at their disposal.

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		4%
1 year but less than 5 years	2 weeks	4%
5 years but less than 8 years	3 weeks	6%
8 years but less than 12 years	4 weeks	8%
12 years or more	5 weeks	10%

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%) or 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 for any reason after an employee had his vacation he earned for the previous year, he shall receive as vacation pay four percent (4%), six percent (6%) or 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. The Employer may elect to use a direct deposit system for vacation pay.

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: - It is understood that the Company requires to manage its business during the summer months and scheduling of annual vacations will require coordination and mutual consent. At that time, bargaining unit employees shall take two (2) weeks of their annual vacation subject to the following:

(a) Selection of vacation time shall be by seniority in their classification.

(b) The Employer will indicate with the posted vacation schedule any limitations on numbers of employees in each classification who may be on vacation at one time. Where there is a question as to limitation on numbers of employees in each classification, who may go on vacation at any one time, the Parties shall meet to resolve the matter.

10.06 VACATION - ANNIVERSARY DATE: - An employee's anniversary of employment date will govern his attainment of vacation entitlement.

10.07 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.

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

10.09 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.

10.10 VACATION ENTITLEMENT:

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

- (a) due to temporary illness or non-occupational accident exceeding seventeen (17) weeks;
- (b) with authorized leave of absence.

10.11 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 seventeen (17) weeks.
- (d) layoff of fifteen (15) consecutive calendar days or less for employees with five (5) or more years of service and layoff of five (5) consecutive calendar days or less for employees with less than five (5) years of service.

ARTICLE 11 - GENERAL HOLIDAYS

11.01 An employer must comply with 11.02 and 11.02 in respect to an employee who has been employed for at least 30 calendar days before the statutory holiday and has worked or earned wages for 15 of the 30 calendar days preceding the statutory holiday.

11.02 Statutory Holiday Pay

An employee who is given a day off on a statutory holiday, or is given a day off in lieu of a statutory holiday must be paid a day's wages.

11.03 Working on a Statutory Holiday

An employee who works on a statutory holiday must be paid for that day at 1 ½ (one and a half) times the employee's regular wage for the time worked up to 12 hours, double time for any hours worked after 12 hours.

11.04 Substitution for a Statutory Holiday

An Employer may substitute another day in lieu of the statutory holiday, if the employee and the employer are in mutual agreement.

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. An employee assigned temporarily to duties which pay a lower rate of pay will not have their regular applicable wage reduced for those hours.
- 12.06 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. The Company may elect to use a direct deposit system. In such case the Company will give employees three (3) months' notice.
 - (b) Payment of wages will be made during working hours.
 - (c) In the event that an employee is laid-off, the Company shall pay such employee, not later than the next business day after he ceases to be an employee of the Company, all wages, salary and holiday pay earned by such employee, excluding authorized deductions.

ARTICLE 13 - EMPLOYEE VEHICLES

- 13.01 Employee vehicles shall not be used on Company business except for the purpose of moving from site to site.

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 seniority 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 without pay until such time as a medical report supports return to work. Article 12.04 would still apply.
- (b) No employee who acts within the scope of this sub-section shall lose his job seniority or be discriminated against for so acting.

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. Employees will not be entitled to benefits while on a personal leave of absence.

14.04 LEAVE OF ABSENCE - OTHER EMPLOYMENT DISALLOWED: - 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.

14.05 MATERNITY/PARENTAL LEAVE: - Any employee who qualifies under Provincial Employment Standards to receive maternity or parental benefits will automatically be granted an unpaid leave of absence for that purpose without loss of seniority. The duration of the leave will fall in accordance with the time limits of the prevailing legislation.

ARTICLE 15 - GENERAL PROVISIONS

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

15.02 PROTECTIVE CLOTHING: - The Company shall supply protective clothing when employees are engaged in cleaning equipment, if required.

15.03 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, and each two (2) hours of overtime thereafter.

A fifteen (15) minute coffee break shall be granted at the end of the regular shift prior to commencing overtime provided the overtime period is more than two (2) hours.

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

15.05 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(s) of such Shop Steward(s). 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 layoff 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 employees 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. The Company shall not deny the request.

15.06 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.

15.07 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.

15.08 NOTICE BOARD:

- (a) A separate 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 - Welfare Plan Provisions.

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

15.09 SEVERANCE AND LAY-OFF PAY:

- (a) 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 layoff 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.
- (b) In the event of amalgamation, permanent closure of the firm, 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 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 to a maximum of ten (10) weeks.

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.

15.10 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, common-law 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.

15.11 JURY DUTY:

- (a) If an employee is called or selected for Jury Duty, the Company shall make up the difference of the employee's regular pay and the amount received for such Jury Duty for a maximum period of ten (10) working days.

All time lost by an employee due to necessary attendance as a witness or any court proceedings arising out of his employment providing such court action is not arising from the employee's private affairs, or subpoenaed as a witness, 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 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 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.

15.12 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.

15.13 EDUCATION FOR UPGRADING: - The Company agrees to consider the reimbursement of fees to an employee where he is improving or upgrading himself in his line of work.

The Company will be consulted prior to the employee incurring the obligation.

15.14 TRAINING COURSES:

- (a) Where the Employer requires an employee to take training courses, an employee will be paid at the straight time regular rate of pay for his classification for such time in training and the employee will be allowed receipted, reasonable away-from-home expenses necessarily incurred. Travel time will be paid for travel during regular working hours on regular working days.
- (b) Upon successful completion of such courses, the employee shall be reimbursed for all tuition fees and text books.

15.15 An employee who defaces or willfully damages Company or client property will be subjected to severe discipline.

Theft of client property will result in termination of employment.

ARTICLE 16 - JOB POSTING

16.01 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 Minister of Labour of British Columbia to appoint an Arbitrator.

ARTICLE 17 - HEALTH AND WELFARE

- 17.01 (a) The Company shall provide and maintain the following coverage for their employees. At no time will coverage be less than that currently in place as stipulated in this Article.
 - (b) The benefits provided under this Article will be firstly subject to the terms of the Collective Agreement and secondly to the terms of the insurance contract between the Company Carrier.
 - (c) The parties recognize that the Plan may contain restrictions, exceptions, qualifications and other terms affecting entitlements to benefits. Questions of entitlements and eligibility will be determined by clause (b) firstly and then by terms of the insurance plan and the insurer's contract.
- 17.02 Medical coverage, extended health coverage, and life insurance as supplied by the Operating Engineers Local 115 Benefits Plan shall be the coverage the employee is entitled to.
- 17.03 Premiums - The Company will pay one hundred percent (100%) of the cost of the premium for the benefits provided above.
- 17.04 Health and Welfare Brochures outlining benefit coverage will be distributed with the Collective Agreement and will be made available at the request of an Employee within thirty (30) days after ratification.

ARTICLE 18 - SAVINGS CLAUSE

- 18.01 No employee, who prior to the date of this Agreement was receiving more than the rate of wages as set out in the Schedule(s) attached hereto or working less hours 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.
- 18.02 Nothing herein contained shall preclude higher wages being paid to employees of special ability.
- 18.03 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.

18.04 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 19 - DURATION

19.01 This Agreement shall be in full force and effect from and including April 13, 2006 to and including April 12, 2009 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 April 12, 2009 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.

19.02 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.

19.03 By agreement of the Parties hereto, the provisions of Section 50 (2) and (3) of the Labour Relations Code of British Columbia are specifically excluded.

Signed this _____ day of _____, 2006.

ZACKARN CLEANING SERVICES

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

APPENDIX "A"

<u>CLASSIFICATION</u>	<u>April 13, 2006</u>	<u>April 13, 2007</u>	<u>April 13, 2008</u>
Lead Hand	\$12.00	\$12.75	\$13.50
Maintenance Worker	\$9.95	\$10.75	\$11.50

3 month probation: \$9.50

It is agreed that anyone currently making more than their classified hourly rate shall be red-circled (i.e. maintain rate and attract all increases).

WB/sda copeu15