

FACILITIES MAINTENANCE AND OPERATIONS AGREEMENT

Between

Black & McDonald Ltd.

And

**Local Union 516
United Association of Journeymen and Apprentices
of the Plumbing and Pipefitting Industry**

PROJECT AGREEMENT
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PROJECT AGREEMENT

PREAMBLE

This Agreement entered into this 1st day of November 2008 by and between Black & McDonald Limited of Vancouver, British Columbia (hereinafter referred to as the "Company") and Local 516 of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada. AFL-CIO (hereinafter referred to as the "Union"), for the purpose of facility operation and maintenance work for the Kelowna and Vernon Hospitals (KVH) Project.

WHEREAS, the Company is engaged in the business of facility operation and maintenance (as defined in Article 5), with miscellaneous industries, and this facility work is of importance to the Union, and it being recognized that there is an essential difference in the conditions required to perform this type of work, the Union with the Company wish to enter into an Agreement for their mutual benefit covering work of this nature. It is agreed that this Agreement may be extended to other Projects of similar nature, and, in that event, such Projects shall be added as an Appendix to this Agreement.

WHEREAS, the Company has employed, now employs and will employ members of the Union for facility operation and maintenance work on equipment and systems.

WHEREAS, the Company and the Union agree to develop this Agreement within the framework provided by the Canadian National Mechanical Maintenance and Service Agreement.

It is further agreed that the employees working under this Agreement shall constitute a bargaining unit separate and distinct from all others.

WHEREAS, the Company and the Union desire to enter into this Agreement in order to mutually establish hours of work and working conditions for employees who are hired and employed by the Company for facility operation and maintenance work to the end that satisfactory conditions and harmonious relations will continue to exist for the benefit of both parties to this Agreement.

WHEREAS, the Company and the Union agree that, due to the particular nature of the work covered by the Agreement, there shall be no strikes or lockouts during the life of the Agreement, and provisions must be made to achieve this end.

NOW THEREFORE, the Company and the Union, in consideration of the mutual promises and covenants contained herein, the Project Agreement be made as follows:

ARTICLE 1 - RECOGNITION

1.01 The Company recognizes the Union as the sole and exclusive bargaining representative for all employees in the employ of the Company on work covered by this Agreement

(hereinafter "Employees") with respect to wages, hours and other terms and conditions of employment described in this Agreement and its appendices.

- 1.02 The Union recognizes the Company as the sole and exclusive bargaining Agent for work covered by this Agreement..

ARTICLE 2 - TERRITORIAL JURISDICTION

- 2.01 The Territorial Jurisdiction of this Agreement is the whole area within the boundaries of the Province of British Columbia.

ARTICLE 3 - UNION SECURITY AND HIRING

- 3.01 The Employer shall employ only members in good standing who have been cleared and dispatched by Local Union 516. The Employer shall have the right to name request one hundred 100% of the members of the union required. All persons dispatched must possess a dispatch slip signed by the Business Manager before commencing work.
- 3.02 The Employer reserves the right to refuse to hire Union members who are not acceptable to the Employer and/or Client. If such refusal takes place, the Business Manager of the Union may request a written statement outlining the reasons for the refusal and the Employer shall supply such written statement.
- 3.03 New Employees shall complete a "Union Dues Authorization Form" authorizing the Company to deduct dues. There will be a one time employee paid initiation fee to the Local Union 516 of \$40. Monthly dues deductions will be as determined by the Union.
- 3.04 The Company has the right to request the dispatch of (or name request) union members as a Temporary Employee, on a full time or part time basis, for a specified period of time.
- 3.05 The determination of the number of Employees, and Lead Hands, if any, is solely the responsibility of the Company.
- 3.06 A Lead Hand must be a member in good standing of Local 516 and must have the qualifications of the classification. A Lead Hand will be requested to take charge of the day to day activities of a Project, of a section of a Project or a classification of Employees on a Project. Lead Hands will be appointed solely at the discretion of the Company.
- 3.07 The Union will only dispatch Employees who have completed medical and security screenings as required by the Company. Should an Employee fail the screening, the employee will be terminated until such time as a pass is achieved.

ARTICLE 4 - UNION REPRESENTATIVES

4.01 Authorized representatives of the Union shall have access to the work sites where employees covered by this Agreement are employed, providing they do not unnecessarily interfere with the Company's Employees, Owner's employees, or cause them to neglect their work, and further provided such Union Representative complies with Owner's rules. Such Union Representative shall, as regulations on the Project site permit, obtain specific Authorization for each visit from the Company prior to accessing the site.

ARTICLE 5 - SCOPE OF WORK

5.01 The scope of this Agreement covers all work of an operation and maintenance nature, assigned by the Owner to the Company and performed by the employees of the Company covered by this Agreement, within the limits of the Owner's plant site.

5.02 The Company may, if it desires, maintain a variety of skills within its group of Employees to be prepared to have necessary skills for any type of work that may arise on that site.

5.03 It is understood that all employees will endeavour to work together harmoniously as a group and as directed by the Company.

ARTICLE 6 - SUBCONTRACTING

6.01 The Union and the Company understand that the Owner may, at his discretion, choose to perform or directly subcontract work for any part or parts of the work necessary in its plant. The Company's obligation under this Agreement refers only to work that the Company has been contracted to perform for the Owner.

6.02 The Company may subcontract any work covered by this agreement so long as such contracting out does not directly result in the reduction of hours of any regular full time Employee.

ARTICLE 7 - MANAGEMENT RIGHTS

7.01 The management of the Company's business, including but not limited to the direction of the working force, the right to hire, discipline, fire, transfer employees; the right to plan, direct, control, and schedule all operations (including the scheduling of the work force); the right to establish, eliminate, change or introduce new or improved methods, machinery, quality standards, or facilities is the sole and exclusive prerogative and responsibility of the Company. All rights not specifically nullified by this Agreement are retained by the Company.

- 7.02 The Company is vested with the rights to relieve Employees from duty because of lack of work or other legitimate reasons, to promote, demote or discharge for cause in line with this Agreement.
- 7.03 The Rules and Policies of the Company and the Owner will be strictly adhered to. Any deviation will result in disciplinary action by the Company. Such disciplinary action shall be clearly spelled out to the Employees on each site.
- 7.04 The Company also has the right to make or alter, from time to time, rules and regulations to be observed by the Employees, which such rules and regulations shall not be inconsistent with provisions of this Agreement or its appendices.

ARTICLE 8 - EMPLOYEE CLASSIFICATIONS

- 8.01 Employee classifications and wage rates are included under the appendices for each of the Project sites and are attached to this Agreement. Should it become necessary to delete or add a classification of employees at a particular Project site, such addition or deletion shall be done only with agreement between the Union and the Company.
- 8.02 The Project sites affected by the changes will be sent a new appendix for that Project site and one copy will form part of this Agreement as its replacement.
- 8.03 The Company and the Union agree that, due to many factors, wage rates may differ Project by Project. The parties mutually agree that "wage parity" will not be subject to negotiation.
- 8.04 A new Employee will be paid the probationary rate for his/her classification for a period of six (6) months from the date of employment. The employee, after six (6) months, will automatically advance to the basic rate of his/her classification.
- 8.05 The probationary rate shall be 5% less than the classification basic rate.
- 8.06 In the event that a new position or vacancy occurs on a Project, in a classification covered by this Agreement, and provided the Company decides to fill the vacancy, the Company will post the new position or vacancy at all Project sites within 48 hours and accept applications from Employees in an attempt to fill the vacancy or position.
- 8.07 If, in the opinion of the Company, any or all of the applicants who apply from within the bargaining unit do not have the required qualifications, the applicants will be notified by the Company as to why their application was unsuccessful including skills the applicant would need to upgrade.
- 8.08 The Company reserves the right to make the final decision pertaining to the suitability of the qualifications presented.

ARTICLE 9 - DAY SHIFT

- 9.01 Forty (40) hours per week shall constitute a weeks work. Day shift is any shift commencing on or after 6 am and ending on or before 7 pm. The Company shall have the right to create or change shift schedules and shift hours.
- 9.02 Employees may be scheduled either on a 8hr X 5 day per week basis(NOTE the or is missing ex) "or 10 hr X 4 days per week basis, which may include Saturday and/or Sunday. It is also understood that Employees may be required to work rotations based on 10 or 12-hour shifts. Determination of shift times and rotation will be at the discretion of the employer.

ARTICLE 10 - SHIFT WORK

- 10.01 Shift Employees shall be scheduled on a one-shift basis: days, afternoons, midnights; two-shifts basis: days-afternoons, afternoons-midnights, midnights-days, or on a three-shift basis. Each shift Employee shall be scheduled for three (3), four (4) or five (5) consecutive days and may be scheduled on a regular shift which could include a Saturday, Saturday and Sunday or a Sunday.
- 10.02 Afternoon shift is any shift commencing on or after 1200 pm and ending on or before 2am. Midnight shift is any shift commencing on or after 10 pm and ending on or before 9am
- 10.02 The establishment of a one, two or three shift system under Article 10.01 shall not affect the Company's ability to continue to operate regular "DAY SHIFTS."
- 10.03 The Employees who are assigned to a scheduled shift to cover continuous plant operations for five (5) days or seven (7) days per week shall be scheduled as outlined in Article 10.01.
- 10.04 When shift schedules are to be changed Employees affected will be given twenty-four (24) hours advance notice in writing and if less than twenty-four (24) hours advance is given the first shift worked on the new schedule will be paid at one and one-half times the Employee's basic rate.
- 10.05 Shift premiums in addition to the employee's basic hourly rate will be seventy-five cents (\$0.75) per hour for afternoon shift and one dollar & fifty cents (\$1.50) per hour for midnight shift. Shift premiums, if applicable to a Project, will be outlined in detail in the Project appendices.
- 10.06 No shift Employee shall leave duty until relieved at his/her regular place of work without the permission of his/her supervisor.
- 10.07 On twelve (12) hour shifts, there shall be two (2) paid meal breaks, of one-half hour each. During meal breaks, shift employees shall remain on the Project site.

ARTICLE 11 - OVERTIME / STAND-BY

- 11.01 All time worked in excess of a scheduled shift, or for hours worked on an Employee's schedule days off, will be paid for at the rate of one and one half the Employee's basic rate.
- 11.02 All time worked on designated or statutory holidays shall be paid at the rate of one and one half times the Employee's regular basic rate.
- 11.03 STAND-BY

When an Employee is requested by the employer to stand-by and be available to respond to emergency service calls outside of scheduled work hours the employee shall be paid ½ hour of the basic hourly wage rate per day Monday to Friday plus the actual time responding to the call at the prevailing rate and one hour per day Saturday, Sunday and Stat holidays plus the actual time responding to the call at the prevailing rate.

ARTICLE 12 - MEAL ALLOWANCE

- 12.01 When an Employee is required to work unscheduled overtime lasting two (2) hours or more and did not receive notice of such overtime prior to arriving at work, he/she will be paid a meal allowance of eight dollars (\$8.00).
- 12.02 An Employee who is required to work a scheduled overtime period and works two (2) hours or more beyond the scheduled period will also receive a paid meal allowance of eight dollars (\$8.00).

ARTICLE 13 – MOBILITY

- 13.01 The KVH Project covers multiple locations and various facilities throughout the Okanagan valley. The Company may assign or transfer Employees to various locations at various times within the KVH Project, it being understood, there shall be no additional compensation paid in such circumstances.
- 13.02 The Company may also assign or transfer Employees to perform work outside of the scope of this Agreement on other work sites, on a temporary basis, in which event the Employee will continue to be covered by this Agreement and receive the same wages and benefits as provided for by this Agreement.
- 13.03 If other Projects are added as Appendices to this Agreement, positions will be posted and Employees will have an opportunity to apply for them, under the terms applicable to the particular Project.

ARTICLE 14 – GENERAL

- 14.01 In no event, shall the Company be required to pay higher rates of wages or be subject to more unfavourable working conditions than those established by the Union for any other employer(s) engaged in facilities maintenance and operations work, as covered in this Agreement, throughout the Province of British Columbia, except as agreed by both parties.
- 14.02 If the Union enters into an agreement, arrangement or understanding in violation of the foregoing, this Agreement shall be amended such that the lower rates of wages and more favourable conditions of such agreement, arrangement or understanding shall become the wages and conditions applicable to all work covered by this Agreement.

ARTICLE 15 - PAY DAY

- 15.01 Pay day shall be once each week no later than the fifth work day following the end of the Company's weekly payroll period. Employees are to be paid at the option of the Company in cash, negotiable payroll cheque or direct deposit to the employee's bank account. When Employees are laid off or discharged, they shall be paid all wages and vacation pay due within 3 business days.
- 15.02 If an Employee is transferred by the Company to replace a worker of a lower wage classification on a Project or on another Project, his/her basic rate shall not be reduced as a result of that transfer. If an Employee is transferred on a Project or on another Project to replace a worker in a higher wage classification, he/she shall receive the basic wage rate for the higher classification. In no event will the Employee receive a lower basic wage rate resulting from a transfer within a Project.
- 15.03 If an Employee requests a move to another location or if the Company transfers an employee to another Project the rate at that Project shall prevail. Wages are to be paid according to "Basic Wage Rates" for each Project site and attached hereto as an appendix to this Agreement.

ARTICLE 16 - VACATION

- 16.01 All Employees with one (1) year or more of continuous service will be entitled to a vacation of three (3) weeks. Vacation entitlement will be taken in the calendar year for which it was earned. There will be no banking of holidays. The employer may at his discretion enforce vacation entitlement as per Article 16:05.

It is the responsibility of the employer to make the necessary arrangements to cover the Employee's shift or shifts while on vacation.

- 16.02 Vacation pay, including pay for statutory holidays shall be paid at a rate of 10% of gross earnings. .

- 16.03 Vacation pay will be paid by the Company on every pay cheque as it is earned.
- 16.05 A vacation schedule is to be prepared and posted on notice boards before January 31st each year. Vacation periods will be allocated by seniority subject to operational requirements. Seniority will be deemed to be total length of time the Employee has worked at the site. Employees with the most seniority will be allowed first choice of their vacation time on odd years. On even years the Employees with the least seniority will choose their vacation time first.
- 16.06 Employees requesting vacation during the recognized Christmas and New Years period must adhere to the following procedure:
- i) The Employee must submit the request in writing on a "Vacation Request" form to the Project Manager/Supervisor at least 60 days in advance.
 - ii) The "Vacation Request" form will indicate the shifts to be covered, the name and signature of the Employee(s) accepting the shift relief responsibilities.
 - iii) The shift relief Employee must be from the same employee classification on the same Project.

Multiple requests may not be possible on the same Project. If the Company is required to decide due to multiple requests, which employee(s) can take the requested vacation, the Company will draw names.

ARTICLE 17 - STATUTORY HOLIDAYS

- 17.01 The following are recognized as Statutory Holidays: New Year's Day, Good Friday, Victoria Day, Canada Day, BC Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.
- 17.02 A Statutory Holiday falling on a Saturday or Sunday will be observed on the Monday following or Friday before at the Company's option. A notice will be posted on the bulletin board indicating the day the holiday will be observed.
- 17.03 When a Statutory Holiday falls during an Employee's vacation or on a normally scheduled day off, such Employee shall receive a day off in lieu ("lieu day") of the holiday. The Lieu Day must be taken on the day prior or after the employee's normal day off. The Lieu Day is not paid for as it is incorporated into the employee's vacation pay.
- 17.04 Should an Employee, by regular schedule, work on a Statutory Holiday, that employee will be allowed a Lieu Day for each day worked on a Statutory Holiday. Lieu Days must be taken within 30 days of earning them. The Lieu Day is not paid for as they are incorporated into the employee's vacation pay.

- 17.05 Should the Company's scheduled work week require change due to the above, the Company will provide 24 hours notice of the change.

ARTICLE 18 - HEALTH, PENSION PLANS

- 18.01 The Company shall make contributions to the Union Welfare Trust Fund and the Retirement Savings Trust Fund for each hour worked as indicated for each Project site in the attached appendices.

During the term of this Agreement and due to an increase in the cost of benefits, the Union reserves the right to hold a vote amongst Employees to reduce the hourly wage rate to cover such costs.

It will take a majority vote of all the Employees working under the terms of this Agreement to in fact agree to such changes.

Upon acceptance by the Employees, the Union agrees to inform the Company, in writing, as to the changes to be made in the wage package. If the vote is against a reduction in the hourly wage rate, then the Company's contribution to the Union Welfare Trust Fund and Retirement Savings Trust Fund shall not increase.

Furthermore, the Company, on such notice, agrees to amend the Agreement to reflect the necessary changes. Such changes will be done on the next Reporting Form.

- 18.02 Details of the Health/Dental and Pension Benefit Plans are described in the Benefit Plan Booklet distributed by the Local 516 Benefit Plans Administration office.
- 18.03 All employee inquiries about the Benefit Plans shall be made by the employee to the Benefit Plans Administration Office (604) 882-8212 or toll-free 1-800-729-6699 and should never be directed to anyone within the Company.

ARTICLE 19 - ABSENCE WITH PAY

- 19.01 In the event of a death in the Employee's immediate family, i.e. mother, father, spouse, husband, children, grandparents, brother, sister, mother-in-law or father-in-law, the Company will grant to the Employee up to three (3) days leave of absence, with pay, for the purpose of making arrangements for, or attending, the funeral.

The Company will add a fourth (4th) day, with pay, if the funeral is held outside the Province of British Columbia and where travelling, in one direction, is more than 700 km from the Employee's residence.

- 19.02 Pay shall be for regular hours at the employee's basic wage rate and shall be paid for claims only which occur on a day or days in which the employee would be regularly scheduled to work.

When an employee is absent as outlined under Article 19 it is the responsibility of the employer to make the necessary arrangements to cover the employees shift or shifts.

- 19.03 Each Employee will be allowed three (3) paid sick days per contract year subject to the following:
- i) All wages for sick days will be paid at employee's basic rate.
 - ii) Notification of absence for illness must be in accordance with Project rules.
 - iii) A regularly scheduled work day immediately preceding or following a statutory holiday will not be allowed as a paid sick day.
 - iv) A regularly scheduled work day immediately preceding or following an Employee's scheduled vacation will not be allowed as a paid sick day.
- 19.04 Unused sick days will be paid by the Company to the employee at the Employee's basic rate in the regular pay period following March 31, annually.

ARTICLE 20 - JURY DUTY

- 20.01 Jury Duty compensation will be paid if a member of the Union is summoned for Jury Duty or as a Crown Subpoenaed Witness. For each day that the employee is compensated by the Crown, the employee shall be compensated by the Union at \$25.00 per day up to a maximum of 4 calendar weeks or 20 working days. Proof of payment by the Crown shall be presented to the Union.
- 20.02 Project Employees who serve on Jury Duty will be reimbursed by the Company with the difference between their Jury Duty allowance per day and their basic rate of pay for eight (8) hour's work for the number of days they are on Jury Duty up to a maximum of twenty (20) working days. The employee shall be paid only for claims which occur on a day or days which the Employee would be regularly scheduled to work.
- 20.03 If an Employee is summoned as a Crown Subpoenaed Witness, for each day that the Employee is compensated by the Crown, the Employee shall be paid at the Employee's basic rate up to half of the Employee's regularly scheduled shift. Proof of payment by the Crown shall be presented to the Company and to the Union.
- 20.04 It is the responsibility of the Company to make the necessary arrangements to cover the employees shift or shifts while on Jury Duty

ARTICLE 21 - EMPLOYEE RETIREMENT

- 21.01 The normal retirement date of each Employee shall be the first day of the month in which his/her sixty-fifth (65) birthday occurs.
- 21.02 If an Employee elects not to retire, his/her continued employment will be referred to as "Extended Service" and shall be subject to 21.03 and 21.04.
- 21.03 An Employee on Extended Service shall be entitled to only health and welfare and Retirement benefits as are available under the Union Welfare Trust Fund. The Company shall incur no increased benefits or retirement costs as a result of Extended Service.
- 21.04 If an Employee on Extended Service is unable to perform to an acceptable standard, the Company will endeavour to place the Employee in another position which s/he is capable of performing, failing which the Company will provide one month's notice of termination of employment.

ARTICLE 22 - SUPERVISION

- 22.01 The Company reserves the right to send into the area of work as many supervisors and/or engineers as it deems necessary to supervise the work covered by the Agreement.

ARTICLE 23 - UNIFORMS

- 23.01 Uniforms will be provided by the Company at no cost to the Employee. All such clothing when issued by the Company will be worn during on-the-job activity, and will remain Company property and must be turned back into the Company when leaving the Company's employ. Pants, shirts, coveralls, tunics and winter jackets constitute the uniform package. **Rules and regulations governing the issue and return of such clothing will be published and posted at conspicuous locations on the Project.**
- 23.02 In addition, the Company will pay the cost of approved safety shoes per year up to a maximum including taxes upon submission of a receipt as follows 2008 - \$150.00, 2009 - \$155.00, 2010 - \$160.00, 2011 - \$165.00. Probationary employees shall pay the full cost of safety shoes. However, when new Employees complete their probationary period, the Company will reimburse the employee the cost of the safety shoes as above.
- 23.03 **All items mentioned in articles 23.01 and 23.02 will be posted at all Projects as part of the Company policy affecting the distribution and use of such items.**

ARTICLE 24 - TOOL ROOMS

- 24.01 The Company and the Union recognize that it shall be the Owner's prerogative to maintain and operate a centrally located tool room and warehouses. The Union agrees that the manpower required for the operation of the centrally located tool room and warehouse may at the Owner's option be employed directly by them.
- 24.02 Tools issued to Employees for use on the job will remain Company property and those employees to whom the tools are issued will be responsible for their safekeeping and return. The Company may issue rules and regulations governing the issue of tools and their return to the tool room.

ARTICLE 25 - SAFETY AND HEALTH

- 25.01 The Company will continue to make Health and Safety issues of its Employees a priority during the hours of their employment. Such safety items the Company requires to be worn and other equipment, which, in the opinion of the Company, is necessary for the safety and protection of the employees shall be provided by the Company.
- 25.02 Employees shall be required as a condition of employment, to wear protective items, namely: safety shoes, safety glasses, gloves, aprons, steel toe caps, jackets, or other protective devices as might be required to achieve safe working conditions on the Project.
- 25.03 A Safety Committee consisting of representation between the employees and the Company shall be established in accordance with the Worksafe BC requirements.

Functions of the Safety Committee shall be, but not limited to:

- Recommend improvements in safety
- Report immediately any hazardous or unsafe conditions
- Help promote safe work practices on the Project

A copy of minutes of all safety meetings shall be forwarded to the Union by the Company on a regular basis.

ARTICLE 26 - PROJECT RULES

- 26.01 It is recognized that in an operation of this kind, the Company and the Union have interests in the rules governing the performance of the work under this Agreement.

It is agreed that such Project rules and regulations including Company Corrective Action Policy will be prepared and distributed among the Employees on the Project site by the

Company and provided such rules do not conflict with or contravene terms of this Agreement or its appendices.

- 26.02 It is agreed by the Union that all of the Employees covered by this Agreement and listed in the appendices shall be made aware of these Project rules and regulations by the Company at the time of their hire and that they shall be bound by them throughout the duration of their employment, as long as they are not in conflict with this Agreement or its appendices.
- 26.03 It is further agreed that violation of these Project site rules and/or regulations is direct and just cause for disciplinary action, including discharge subject to the Grievance Procedure contained within this Agreement.

ARTICLE 27 - NO STRIKE, NO LOCKOUT

- 27.01 Neither the Union nor any of the Employees covered by this Agreement and its appendices will collectively, concertedly or individually induce, engage or participate, directly or indirectly, in any strike, picketing, slow-down, stoppage or other curtailment of work or interference with the flow of material or persons in or out of the Project site. The Union agrees to exert every effort through its Local officers and Representatives to end any unauthorized interruption of work.
- 27.02 The Company will not lockout any of the Employees covered by this Agreement. The parties agree that, in the manner set forth in Article 29 they will submit to arbitration all grievances and disputes that may arise between them and any misunderstanding as to the meaning or intent of all or any part of the Agreement or its appendices; provided, however, the Company shall not be required to resort to the grievance and arbitration procedures prior to resorting to other remedies in the event of violation of this Article.
- 27.03 If the client's/owner's, premises are picketed by its own employees, the Company's Employees will make all reasonable effort to be at their regular place of work and will abide by any orders issued by the Labour Relations Board and work according to the ruling. Power Engineers and Skilled Trades will be considered essential services during any work stoppage or other interruption of work.

ARTICLE 28 - GRIEVANCE COMMITTEE

- 28.01 The Union may appoint and the Company shall recognize a Steward. The Company's General Manager shall be notified in writing of the name of the Steward when the appointment becomes effective. The Steward shall be recognized as the representative of the Union for the shop, job or area in which he/she is working and no discrimination shall be shown against the Steward for carrying out his/her Union duties. The Steward shall not be laid off, transferred or discharged by reason of executing his/her Union duties and responsibilities as a Steward. To be eligible for appointment as a Steward, the employee

must have been in the employ of the Company for 12 consecutive months immediately prior to the appointment.

- 28.02 The Steward shall assist in adjusting differences which may arise out of the interpretation, application or alleged violation of this Collective Agreement, as outlined in Article 29:01.

The Steward shall be paid his/her regular rate of pay when executing his/her duties and responsibilities under this provision of the Collective Agreement, and only while the duties are within the Company premises.

ARTICLE 29 - GRIEVANCE PROCEDURES

- 29.01 Should any dispute arise between the Company and the Union or an Employee as to the meaning and application of the provisions of the Agreement or its appendices, there shall be no suspension of work or refusal to work as directed on account of such dispute, and the dispute will be resolved in accordance with the following procedure:

1. Step 1: The Employee concerned may either alone or accompanied by the Shop Steward take the matter directly to the Employee's Supervisor. This step must be initiated within 15 days of when the Employee or the Union became aware, or ought to have known, of the incident or circumstance giving rise to the dispute.
2. Step 2: If a resolution is not reached within a reasonable time (48 hours) the grievance shall be committed to writing and the Steward may either alone or accompanied by the Employee take the matter to the Project Manager . The Project Manager shall provide a written response within 3 days.
3. Step 3: If a resolution is not reached with the Project Manager the matter shall be referred in writing to the Division Manager of the Company and the Business Manager of the Union within 7 days. The Division Manager and Business Manager shall provide a written response within 7 business days.
4. All resolutions of grievances or disputes shall be final and binding upon the Company and Employee or Employees concerned.

- 29.02 If the grievance is not resolved at Step 3, then it shall be referred to arbitration, by a single arbitrator, if the referral is made in writing within 10 days of the completion of Step 3.

- 29.03 Matters to be dealt with under the provisions of this section shall normally be discussed during working hours provided, however, that lengthy negotiations for the settlement of any dispute shall be discussed outside of working hours.

- 29.04 The time limits in this Article shall be strictly construed and where they are not met the grievance shall be deemed to be abandoned and all rights or recourse at law shall be at an

end. Time limits may be extended by mutual consent of the Employer and the Union but the same must be in writing.

- 29.05 The Company shall have the right to grieve and the provisions of the grievance and arbitration procedure shall be applied accordingly.
- 29.04 During the term of the Agreement, the Company agrees that there shall be no lock-out, and Local 516 agrees there shall be no slow-down, strike or other stoppage or disruption of work.
- 29.05 Any Employee who engages in a strike, slow-down or other stoppage or disruption of work may be subject to disciplinary measures.

ARTICLE 30 - PROJECT COMMITTEE

- 30.01 A Project Committee (the "Committee") will be selected and be responsible to all Project sites covered by the terms of this Agreement.
- 30.02 The purpose of the Committee is to provide the Company with input on maintenance procedures, education and training requirements, and any other issue the Company and the Union mutually agree to resolve in a less formal manner than is outlined in ARTICLE 29 - GRIEVANCE PROCEDURE.
- 30.03 The Committee will be comprised of three (3) Company and three (3) Union representatives. The Union representatives shall be elected to the Committee from the employees working under the terms of this Agreement.
- 30.04 The Company will pay, at the employee's basic wage rate, the Union representatives for time spent attending Committee meetings.
- 30.05 A minimum of four (4) Committee meetings will be held annually.
- 30.06 The decision of the Committee with respect to grievances is not final and binding. Any grievance can be referred to the grievance procedure as outlined in ARTICLE 29 - GRIEVANCE PROCEDURE.

ARTICLE 31 - DURATION OF AGREEMENT

- 31.01 This Agreement shall have a term ,and be in full force and effect, from January 1, 2009 to December 31, 2039, with re-openers as set out in article 31.03, and year to year thereafter unless notice of modification is given in writing by either party to the other party, sixty (60) days prior to the anniversary date.

The parties expressly exclude the operation of sections 50(2) and (3) of the *Labour Relations Code*.

- 31.02 On April 1st of each year of the term of this Agreement, all wage rates will be increased by the average of the annual percentage increase in effect for service and maintenance work in the Standard CLR Construction Agreements with the Union Local 516, the International Brotherhood of Electrical Workers Local 213 ICI and the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada Local 170 (Service Agreement), for that year.
- 31.03 On April 1st of every fifth year of the term, either party may give notice of modification of any provision of this Agreement except for wage rates, premiums and statutory holidays.
- 31.04 In the event notice of modification is given by either party and agreement on modified provisions is not reached by December 31st of that year,, both parties agree to continue to work under the terms of the Agreement on a day-to-day basis and the issues in dispute shall be referred to arbitration by a single arbitrator for final and binding resolution.

Local UNION 516 of the UNITED ASSOCIATION

Black & McDonald Limited

Richard Seder

Charles Saramo

Business Manager Name:

Division Manager Name:

Richard Seder

Charles Saramo

Business Manager Signature:

Division Manager Signature:

APPENDIX "A" - EMPLOYEE CONDUCT

1. In an effort to avoid misunderstandings, a list of violations common to most businesses is provided below. Employees should be aware that these violations may result in the Employee being subject to the Company's Corrective Action Policy or the termination of your employment at the Project site and no further opportunities with Black & McDonald Limited :.
 - Falsification of or failure to accurately complete any documents related to your employment.
 - Violation of any safety rule including failure to utilize proper safety equipment or devices or engaging in any conduct which creates a safety hazard.
 - Theft or dishonesty
 - Carelessness resulting in injury or property damage
 - Unacceptable tardiness or absence
 - Wilful damage to the property of the Company, the Owner or the property of other employees
 - Deliberately limiting production or work flow
 - Insubordination or refusal to perform work assigned by a Supervisor or other person in authority (with the exception of work you have determined to pose an unreasonable threat to your personal safety or the safety of others)
 - Reporting to work under the influence of alcohol or drugs; possession or consumption of alcohol or possession or use of illicit narcotics or drugs on the Owner's or Company property
 - Threatening, intimidating, coercing or directing abuse, profane or insulting remarks or gestures to or about another member of the Company or the Owner's staff
 - Fighting or attempting/threatening bodily injury to another person
 - Possession of weapons or dangerous devices on Company or the Owner's property
 - Posting/distributing signs, cards, notices or soliciting of any kind
 - Unacceptable Security and/or Medical screening report

- Disorderly or immoral conduct or any other action which may jeopardise the health, safety or well being of other employees, or which is detrimental to the interest of the Owner or Black & McDonald Limited, or which is recognized by common understanding as being improper.

2. ABSENTEEISM & LATENESS

The Company believes that unauthorized absenteeism and lateness should be treated separate and apart from the normal discipline and discharge procedure and that each absence or lateness shall constitute an offence for which an employee may be penalized according to the following scheme of penalties. An Employee shall not, however, be disciplined hereunder until he/she has been given a preliminary warning that his/her absenteeism/lateness will henceforth be subject to penalty:

First offence:	Preliminary warning
Second offence:	Written warning
Third offence:	One (1) working day's suspension without pay
Fourth offence:	Five (5) working days' suspension without pay
Fifth offence:	Dismissal

If an Employee works for twelve (12) months without unauthorized absenteeism or lateness, any penalties on his/her record hereunder shall be cleared.

Appendix “B” – Job Classifications KVH FMO

Department: Facilities Management & Operations		Position: FMO HELPER	
REPORTS TO: FMO Chief Stationary Engineer, Project Site Manager			
SUPERVISES: None			
RESPONSIBILITY LEVEL:			
Assists the Mechanic and Zone Mechanic in the performance of specified FMO mechanical inspection and maintenance on equipment FMO strategies to ensure continuing operation. Uses experience and technical skills with preventive maintenance and system operations to determine service requirements.			
PRINCIPAL DUTIES:			
1. Monitor BAS or facility management system.			
2. Perform basic tours and log readings.			
3. Respond to tenant complaints.			
4. Perform light duties such as cleaning, painting, garbage removal, snow removal, assisting zone technicians, mechanics, etc.			
5. Start and stop equipment.			
ADDITIONAL DUTIES:			
Perform other duties as assigned			
EDUCATIONAL REQUIREMENTS:			
Basic knowledge and/or experience in building automated systems and HVAC systems			
OTHER REQUIREMENTS:			
1. Must be able to speak, read & write in English			
2. Excellent verbal and written communications skills required			
3. Follow instructions both written and verbal.			
4. Maintain a professional demeanor at all times with fellow employees and customer.			
5. Accomplish all duties and tasks as assigned.			
6. Maintain clear and courteous two way radio and/or phone etiquette.			
7. A team player, committed to working in a quality environment.			
8. Comply with all company policies and procedures and adhere to company standards.			
PHYSICAL REQUIREMENTS:			
1. Bending and Lifting Required; Lifting under 30 kgs.			
2. Must be able to work on ladder or scaffold at various heights.			
3. Must be able to work in confined spaces.			
<i>This job description in no way states or implies that the functions outlined are the only duties to be performed. It is understood and agreed that the employee may be required to perform additional duties and to follow other instructions, as directed by the employee's supervisor.</i>			
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Department: Facilities Management & Operations	Position: FMO MECHANIC		
REPORTS TO: FMO Chief Stationary Engineer, Project Site Manager			
SUPERVISES: None			
RESPONSIBILITY LEVEL: Assists the Mechanic and Zone Mechanic in the performance of specified FMO mechanical inspection and maintenance on equipment FMO strategies to ensure continuing operation. Uses experience and technical skills with preventive maintenance and system operations to determine service requirements.			
PRINCIPAL DUTIES: <ol style="list-style-type: none"> 1. Monitor BAS or facility management system. 2. Perform basic tours and log readings. 3. Respond to tenant complaints. 4. Perform light duties such as cleaning, painting, garbage removal, snow removal, assisting zone technicians, mechanics, etc. 5. Start and stop equipment. 			
ADDITIONAL DUTIES: Perform other duties as assigned			
EDUCATIONAL REQUIREMENTS: Basic knowledge and/or experience in building automated systems and HVAC systems			
OTHER REQUIREMENTS: <ol style="list-style-type: none"> 1. Must be able to speak, read & write in English 2. Excellent verbal and written communications skills required 3. Follow instructions both written and verbal. 4. Maintain a professional demeanor at all times with fellow employees and customer. 5. Accomplish all duties and tasks as assigned. 6. Maintain clear and courteous two way radio and/or phone etiquette. 7. A team player, committed to working in a quality environment. 8. Comply with all company policies and procedures and adhere to company standards. 			
<i>This job description in no way states or implies that the functions outlined are the only duties to be performed. It is understood and agreed that the employee may be required to perform additional duties and to follow other instructions, as directed by the employee's supervisor.</i>			
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Department: Facilities Management & Operations		Position: ADMINISTRATIVE ASSISTANT/ CALL CENTRE OPERATOR	
REPORTS TO: Project Manager, or Site Supervisor			
SUPERVISES: None			
RESPONSIBILITY LEVEL:			
Performs general routine administrative office duties, follows standard company procedures and specific instructions. Duties performed may include typing, file maintenance, operation of office equipment and answering of telephones. Maintains Computerized Maintenance Management System (CMMS), which may include opening and closing work orders, maintaining equipment inventories, managing work order back log, maintaining inventory tracking system, and purchasing system.			
PRINCIPAL DUTIES:			
<ol style="list-style-type: none"> 1. Maintains and operates the CMMS as directed by Supervisor; creates work orders; creates and maintains equipment history database; manages inventory tracking module, purchasing module, etc. 2. Manages on-site routine filing system of training records, sub contract data, maintenance records, etc. 3. Provides telephone backup coverage, responding to interdepartmental inquiries that requires brief and non-technical information. Follows established procedures for call routing and message taking. 4. Operates office equipment including typewriter, computer, facsimile and copy machine. 5. Proofreads work for errors and makes appropriate corrections as needed. 6. Provides administrative support including typing letters, memos, drafting monthly reports and presentations, and providing support for Human Resources. 7. Sorts, prioritizes and redirects incoming mail. 8. Coordinates requests for repairs and/or service to office equipment. Maintains supplies and requests communication devices ie. Pagers, radios, phones etc. 9. Produces monthly utility tracking reports using predeveloped software spreadsheet database. 			
ADDITIONAL DUTIES:			
<ol style="list-style-type: none"> 1. Performs other duties necessary to provide general administrative support 			
EDUCATIONAL REQUIREMENTS:			
<ol style="list-style-type: none"> 1. High school diploma or equivalent education. 2. Call Centre training or experience for Call Centre Operator 1. Ability to pay close attention to detail for typing, filing and proofing. 2. Exceptional customer service skills. 3. A team player, committed to working in a quality environment. 4. Comply with all company policies and procedures and adhere to company standards. 			
<i>This job description in no way states or implies that the functions outlined are the only duties to be performed. It is understood and agreed that the employee may be required to perform additional duties and to follow other instructions, as directed by the employee's supervisor.</i>			
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Department: Facilities Management & Operations	Position: ADMINISTRATIVE ASSISTANT/ CALL CENTRE OPERATOR		
<p>OTHER REQUIREMENTS:</p> <ol style="list-style-type: none"> 5. Must be able to speak, read & write in English 6. Excellent verbal and written communications skills required 7. Follow instructions both written and verbal. 8. Maintain a professional demeanor at all times with fellow employees and customer. 9. Accomplish all duties and tasks as assigned. 10. Maintain clear and courteous two way radio and/or phone etiquette. 11. Ability to type a minimum of 45 w.p.m. accurately. 12. Computer skills necessary to operate word processing applications. <p>TRAVEL REQUIREMENTS:</p> <ol style="list-style-type: none"> 1. Nil <p>PHYSICAL REQUIREMENTS:</p> <ol style="list-style-type: none"> 1. Bending for filing 2. Some lifting under 10 kgs. <p><i>This job description in no way states or implies that the functions outlined are the only duties to be performed. It is understood and agreed that the employee may be required to perform additional duties and to follow other instructions, as directed by the employee's supervisor.</i></p>			
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Department: Facilities Management & Operations		Position: FMO ZONE TECHNICIAN	
REPORTS TO: FMO Chief Stationary Engineer, Project Site Manager			
SUPERVISES: None			
RESPONSIBILITY LEVEL:			
Under specific direction, performs FMO preventive maintenance inspections on mechanical, electrical and automatic temperature control equipment using results oriented strategies to ensure continuing operation.			
PRINCIPAL DUTIES:			
<ol style="list-style-type: none"> 1. Respond to environment/comfort complaints 2. Perform shift tours and log readings 3. Start up/shut down major building equipment 4. All water treatment duties 5. Diesel, fire alarm, life safety tests 6. Filter changing 7. Belt changing 8. Perform minor repairs including: 9. Replace washers, faucets, sinks, clear toilets and drains, clean grease traps and sumps, re-pack valves, replace lamps, reset breakers 			
ADDITIONAL DUTIES:			
<ol style="list-style-type: none"> 1. Perform other duties as assigned 			
EDUCATIONAL REQUIREMENTS:			
<ol style="list-style-type: none"> 1. 4th or 5th class operating engineers and/or significant associated experience 2. Extensive experience with BAS and HVAC systems. 			
OTHER REQUIREMENTS:			
<ol style="list-style-type: none"> 1. Must be able to speak, read & write in English 2. Excellent verbal and written communications skills required 3. Follow instructions both written and verbal. 4. Maintain a professional demeanor at all times with fellow employees and customer. 5. Accomplish all duties and tasks as assigned. 			
<i>This job description in no way states or implies that the functions outlined are the only duties to be performed. It is understood and agreed that the employee may be required to perform additional duties and to follow other instructions, as directed by the employee's supervisor</i>			
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Department: Facilities Management & Operations	Position: FMO ZONE TECHNICIAN		
<ol style="list-style-type: none"> 6. Maintain clear and courteous two way radio and/or phone etiquette. 7. A team player, committed to working in a quality environment. 8. Comply with all company policies and procedures and adhere to company standards. 			
PHYSICAL REQUIREMENTS:			
<ol style="list-style-type: none"> 1. Bending and Lifting Required; Lifting under 30 kgs. 2. Must be able to work on ladder or scaffold at various heights. 3. Must be able to work in confined spaces. 			
<p><i>This job description in no way states or implies that the functions outlined are the only duties to be performed. It is understood and agreed that the employee may be required to perform additional duties and to follow other instructions, as directed by the employee's supervisor</i></p>			
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Department: Facilities Management & Operations		Position: FMO MAINTENANCE MECHANIC	
REPORTS TO: FMO Chief Stationary Engineer, Project Site Manager			
SUPERVISES: None			
RESPONSIBILITY LEVEL:			
Under specific direction, performs FMO preventive maintenance inspections on mechanical, electrical and automatic temperature control equipment using results oriented strategies to ensure continuing operation.			
PRINCIPAL DUTIES:			
<ul style="list-style-type: none"> • perform shift tours and log readings • start up/shut down major building equipment • all water treatment duties • diesel, fire alarm, life safety tests • filter changing • belt changing • perform minor repairs • major fan and AHU maintenance and alignment • minor chiller and heat pump servicing and trouble shooting • compressor maintenance • all mechanical maintenance duties 			
ADDITIONAL DUTIES:			
Perform other duties as assigned			
EDUCATIONAL REQUIREMENTS:			
<ol style="list-style-type: none"> 1. 4th or 5th class operating engineers and/or partial trade ticket qualification 2. Extensive experience with BAS and HVAC systems. 			
OTHER REQUIREMENTS:			
<ol style="list-style-type: none"> 1. Must be able to speak, read & write in English 2. Excellent verbal and written communications skills required 			
<i>This job description in no way states or implies that the functions outlined are the only duties to be performed. It is understood and agreed that the employee may be required to perform additional duties and to follow other instructions, as directed by the employee's supervisor.</i>			
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Department: Facilities Management & Operations	Position: FMO MAINTENANCE MECHANIC		
<ol style="list-style-type: none"> 3. Follow instructions both written and verbal. 4. Maintain a professional demeanor at all times with fellow employees and customer. 5. Accomplish all duties and tasks as assigned. 6. Maintain clear and courteous two way radio and/or phone etiquette. 7. A team player, committed to working in a quality environment. 8. Comply with all company policies and procedures and adhere to company standards. <p>PHYSICAL REQUIREMENTS:</p> <ol style="list-style-type: none"> 1. Bending and Lifting Required; Lifting under 30 kgs. 2. Must be able to work on ladder or scaffold at various heights. 3. Must be able to work in confined spaces. <p><i>This job description in no way states or implies that the functions outlined are the only duties to be performed. It is understood and agreed that the employee may be required to perform additional duties and to follow other instructions, as directed by the employee's supervisor.</i></p>			
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Department: Facilities Management & Operations		Position: FMO ZONE MECHANIC	
REPORTS TO: FMO Chief Stationary Engineer, Project Site Manager			
SUPERVISES: None			
RESPONSIBILITY LEVEL: Under specific direction, performs FMO preventive maintenance inspections on mechanical, electrical and automatic temperature control equipment using results oriented strategies to ensure continuing operation.			
PRINCIPAL DUTIES:			
<ol style="list-style-type: none"> 1. Respond to environment/comfort complaints 2. Perform shift tours and log readings 3. Start up/shut down major building equipment 4. All water treatment duties 5. Diesel, fire alarm, life safety tests 6. Filter changing 7. Belt changing 8. Perform minor repairs including: 9. Replace washers, faucets, sinks, clear toilets and drains, clean grease traps and sumps, re-pack valves, replace lamps, reset breakers 			
ADDITIONAL DUTIES:			
<ol style="list-style-type: none"> 1. Perform other duties as assigned 			
EDUCATIONAL REQUIREMENTS:			
<ol style="list-style-type: none"> 1. 4th or 5th class operating engineers and/or significant building operations experience 2. Extensive experience with BAS and HVAC systems. 			
OTHER REQUIREMENTS:			
<ol style="list-style-type: none"> 1. Must be able to speak, read & write in English 2. Excellent verbal and written communications skills required 3. Follow instructions both written and verbal. 4. Maintain a professional demeanor at all times with fellow employees and customer. 5. Accomplish all duties and tasks as assigned. 			
<i>This job description in no way states or implies that the functions outlined are the only duties to be performed. It is understood and agreed that the employee may be required to perform additional duties and to follow other instructions, as directed by the employee's supervisor.</i>			
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Department: Facilities Management & Operations		Position: FMO ZONE MECHANIC	
<p>6. Maintain clear and courteous two way radio and/or phone etiquette.</p> <p>7. A team player, committed to working in a quality environment.</p> <p>8. Comply with all company policies and procedures and adhere to company standards.</p> <p>PHYSICAL REQUIREMENTS:</p> <p>1. Bending and Lifting Required; Lifting under 30 kgs.</p> <p>2. Must be able to work on ladder or scaffold at various heights.</p> <p>3. Must be able to work in confined spaces.</p>			
<p><i>This job description in no way states or implies that the functions outlined are the only duties to be performed. It is understood and agreed that the employee may be required to perform additional duties and to follow other instructions, as directed by the employee's supervisor.</i></p>			
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Department: Facilities Management & Operations	Position: FMO POWER ENGINEER 3 rd CLASS		
<p>REPORTS TO: FMO Chief Stationary Engineer, FMO General Manager or Site Manager</p> <p>SUPERVISES:</p> <p>RESPONSIBILITY LEVEL:</p> <p>Responsible for the safe and efficient operation of the FMO building site. Investigate and resolve complex problems related to cooling, heating, and pressure flow. Direct the work of the personnel assigned to that specific unit. Accountable for achieving specific operational unit objectives.</p> <p>PRINCIPAL DUTIES:</p> <ol style="list-style-type: none"> 1. Assume operating responsibility for the physical plant 2. Adjust plant to respond to changing demands 3. Assign work for mechanic on shift 4. Tear down and minor pump repairs 5. Alignment of pumps and couplings 6. Major fan and ahu maintenance and alignment 7. Minor chiller and heat pump servicing and trouble shooting 8. Compressor maintenance 9. Air balancing 10. Minor repairs to pneumatic equipment 11. All mechanical maintenance duties <p>ADDITIONAL DUTIES:</p> <p>Perform other duties as assigned within all building areas and buildings on the site</p> <p>EDUCATIONAL REQUIREMENTS:</p> <ol style="list-style-type: none"> 1. 3rd class operating engineers or Trade Certificate of Qualification or equivalent. <p>OTHER REQUIREMENTS:</p> <ol style="list-style-type: none"> 1. Must be able to speak, read & write in English 2. Excellent verbal and written communications skills required 3. Follow instructions both written and verbal. <p><i>This job description in no way states or implies that the functions outlined are the only duties to be performed. It is understood and agreed that the employee may be required to perform additional duties and to follow other instructions, as directed by the employee's supervisor.</i></p>			
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Department: Facilities Management & Operations	Position: FMO POWER ENGINEER 3 rd CLASS		
<ol style="list-style-type: none"> 4. Maintain a professional demeanor at all times with fellow employees and customer. 5. Accomplish all duties and tasks as assigned. 6. Maintain clear and courteous two way radio and/or phone etiquette. 7. A team player, committed to working in a quality environment. 8. Comply with all company policies and procedures and adhere to company standards. <p>PHYSICAL REQUIREMENTS:</p> <ol style="list-style-type: none"> 1. Bending and Lifting Required; Lifting under 30 kgs. 2. Must be able to work on ladder or scaffold at various heights. 3. Must be able to work in confined spaces. <p><i>This job description in no way states or implies that the functions outlined are the only duties to be performed. It is understood and agreed that the employee may be required to perform additional duties and to follow other instructions, as directed by the employee's supervisor.</i></p>			
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Department: Facilities Management & Operations		Position: FMO Plumber/Pipefitter	
REPORTS TO: FMO Chief Stationary Engineer, Project Site Manager			
SUPERVISES: None			
RESPONSIBILITY LEVEL:			
Under specific direction, performs FMO preventive maintenance inspections on mechanical, electrical and automatic temperature control equipment using results oriented strategies to ensure continuing operation.			
PRINCIPAL DUTIES:			
<ol style="list-style-type: none"> 1. All plumbing work consisting of maintenance, repair and retrofit 2. Annually certify cross connection devices 3. Ability to maintain, repair and replace heating/gas appliances 4. Respond to environment/comfort complaints 5. Perform shift tours and log readings 6. Start up/shut down major building equipment 7. All water treatment duties 8. Diesel, fire alarm, life safety tests 9. Filter changing 10. Belt changing 11. Perform minor repairs including: 12. Replace washers, faucets, sinks, clear toilets and drains, clean grease traps and sumps, re-pack valves, replace lamps, reset breakers 			
ADDITIONAL DUTIES:			
Perform other duties as assigned			
EDUCATIONAL REQUIREMENTS:			
<ol style="list-style-type: none"> 1. Plumbing/pipefitting Journeyman trade ticket 2. B gas ticket 3. Cross connection certification 4. Extensive experience with BAS and HVAC systems. 			
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Department: Facilities Management & Operations	Position: FMO Plumber/Pipefitter		
<p>OTHER REQUIREMENTS:</p> <ol style="list-style-type: none"> 1. Must be able to speak, read & write in English 2. Excellent verbal and written communications skills required 3. Follow instructions both written and verbal. 4. Maintain a professional demeanor at all times with fellow employees and customer. 5. Accomplish all duties and tasks as assigned. 6. Maintain clear and courteous two way radio and/or phone etiquette. 7. A team player, committed to working in a quality environment. 8. Comply with all company policies and procedures and adhere to company standards. <p>PHYSICAL REQUIREMENTS:</p> <ol style="list-style-type: none"> 1. Bending and Lifting Required; Lifting under 30 kgs. 2. Must be able to work on ladder or scaffold at various heights. 3. Must be able to work in confined spaces. 			
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Department: Facilities Management & Operations	Position: FMO Journeyman Tradesperson		
REPORTS TO: FMO Chief Stationary Engineer, Project Site Manager			
SUPERVISES: None			
RESPONSIBILITY LEVEL:			
Under specific direction, performs FMO preventive maintenance inspections on mechanical, electrical and automatic temperature control equipment using results oriented strategies to ensure continuing operation.			
PRINCIPAL DUTIES:			
<ol style="list-style-type: none"> 1. All trades work relating to persons certification consisting of maintenance, repair and retrofit 2. Ability to maintain, repair and replace mechanical/electrical/controls component within code requirements 3. Respond to environment/comfort complaints 4. Perform shift tours and log readings 5. Start up/shut down major building equipment 6. All water treatment duties 7. Diesel, fire alarm, life safety tests 8. Filter changing 9. Belt changing 10. Perform minor repairs including: 11. Replace washers, faucets, sinks, clear toilets and drains, clean grease traps and sumps, re-pack valves, replace lamps, reset breakers 			
ADDITIONAL DUTIES:			
Perform other duties as assigned			
EDUCATIONAL REQUIREMENTS:			
<ol style="list-style-type: none"> 1. Journeyman trade ticket 2. Extensive experience with mechanical, electrical systems. 			
OTHER REQUIREMENTS:			
<ol style="list-style-type: none"> 1. Must be able to speak, read & write in English 			
<i>This job description in no way states or implies that the functions outlined are the only duties to be performed. It is understood and agreed that the employee may be required to perform additional duties and to follow other instructions, as directed by the employee's supervisor.</i>			
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Department: Facilities Management & Operations	Position: FMO Journeyman Tradesperson		
<ol style="list-style-type: none"> 1. Excellent verbal and written communications skills required 2. Follow instructions both written and verbal. 3. Maintain a professional demeanor at all times with fellow employees and customer. 4. Accomplish all duties and tasks as assigned. 5. Maintain clear and courteous two way radio and/or phone etiquette. 6. A team player, committed to working in a quality environment. 7. Comply with all company policies and procedures and adhere to company standards. <p>PHYSICAL REQUIREMENTS:</p> <ol style="list-style-type: none"> 1. Bending and Lifting Required; Lifting under 30 kgs. 2. Must be able to work on ladder or scaffold at various heights. 3. Must be able to work in confined spaces. <p><i>This job description in no way states or implies that the functions outlined are the only duties to be performed. It is understood and agreed that the employee may be required to perform additional duties and to follow other instructions, as directed by the employee's supervisor.</i></p>			
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Department: Facilities Management & Operations		Position: FMO Electrician	
REPORTS TO: FMO Chief Stationary Engineer, Project Site Manager			
SUPERVISES: None			
RESPONSIBILITY LEVEL:			
Under specific direction, performs FMO preventive maintenance inspections on mechanical, electrical and automatic temperature control equipment using results oriented strategies to ensure continuing operation.			
PRINCIPAL DUTIES:			
1. All electrical work such as:			
<ul style="list-style-type: none"> • all electrical trouble shooting and minor repairs • maintain, service and replace/repair motor control centres switches, breakers and switchboard components, fixtures, branch circuit wiring, transformers, capacitors, transfer schemes • electrical and electro/pneumatic control devices • operation and minor servicing of chiller, heat pumps • air conditioners, air handling units, and power generation equipment. 			
2. Respond to environment/comfort complaints			
3. Perform shift tours and log readings			
4. Start up/shut down major building equipment			
5. All water treatment duties			
6. Diesel, fire alarm, life safety tests			
7. Filter changing			
8. Belt changing			
9. Perform minor repairs including:			
10. Replace washers, faucets, sinks, clear toilets and drains, clean grease traps and sumps, re-pack valves, replace lamps, reset breakers			
ADDITIONAL DUTIES:			
Perform other duties as assigned			
EDUCATIONAL REQUIREMENTS:			
1. Electrical Journeyman trade ticket			
2. Extensive experience with BAS and HVAC systems.			
<i>This job description in no way states or implies that the functions outlined are the only duties to be performed. It is understood and agreed that the employee may be required to perform additional duties and to follow other instructions, as directed by the employee's supervisor.</i>			
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Department: Facilities Management & Operations	Position: FMO Electrician		
<p>OTHER REQUIREMENTS:</p> <ol style="list-style-type: none"> 3. Must be able to speak, read & write in English 4. Excellent verbal and written communications skills required 5. Follow instructions both written and verbal. 6. Maintain a professional demeanor at all times with fellow employees and customer. 7. Accomplish all duties and tasks as assigned. 8. Maintain clear and courteous two way radio and/or phone etiquette. 9. A team player, committed to working in a quality environment. 10. Comply with all company policies and procedures and adhere to company standards. <p>PHYSICAL REQUIREMENTS:</p> <ol style="list-style-type: none"> 1. Bending and Lifting Required; Lifting under 30 kgs. 2. Must be able to work on ladder or scaffold at various heights. 3. Must be able to work in confined spaces. <p><i>This job description in no way states or implies that the functions outlined are the only duties to be performed. It is understood and agreed that the employee may be required to perform additional duties and to follow other instructions, as directed by the employee's supervisor.</i></p>			
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Department: Facilities Management & Operations		Position: FMO HVAC/R Technician	
REPORTS TO: FMO Chief Stationary Engineer, Project Site Manager			
SUPERVISES: None			
RESPONSIBILITY LEVEL:			
Under specific direction, performs FMO preventive maintenance inspections on mechanical, electrical and automatic temperature control equipment using results oriented strategies to ensure continuing operation.			
PRINCIPAL DUTIES:			
<ol style="list-style-type: none"> 1. All mechanical & HVAC work consisting of maintenance, repair and retrofit 2. Ability to maintain, repair and replace heating/gas appliances 3. Respond to environment/comfort complaints 4. Perform shift tours and log readings 5. Start up/shut down major building equipment 6. All water treatment duties 7. Diesel, fire alarm, life safety tests 8. Filter changing 9. Belt changing 10. Perform minor repairs including: 11. Replace washers, faucets, sinks, clear toilets and drains, clean grease traps and sumps, re-pack valves, replace lamps, reset breakers 			
ADDITIONAL DUTIES:			
Perform other duties as assigned			
EDUCATIONAL REQUIREMENTS:			
<ol style="list-style-type: none"> 1. HVAC Journeyman trade ticket 2. B gas ticket 3. Limited electrical license 4. ODS certificate 5. Extensive experience with BAS and HVAC systems. 			
<i>This job description in no way states or implies that the functions outlined are the only duties to be performed. It is understood and agreed that the employee may be required to perform additional duties and to follow other instructions, as directed by the employee's supervisor.</i>			
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Department: Facilities Management & Operations	Position: FMO HVAC/R Technician		
<p>OTHER REQUIREMENTS:</p> <ol style="list-style-type: none"> 1. Must be able to speak, read & write in English 2. Excellent verbal and written communications skills required 3. Follow instructions both written and verbal. 4. Maintain a professional demeanor at all times with fellow employees and customer. 5. Accomplish all duties and tasks as assigned. 6. Maintain clear and courteous two way radio and/or phone etiquette. 7. A team player, committed to working in a quality environment. 8. Comply with all company policies and procedures and adhere to company standards. <p>PHYSICAL REQUIREMENTS:</p> <ol style="list-style-type: none"> 1. Bending and Lifting Required; Lifting under 30 kgs. 2. Must be able to work on ladder or scaffold at various heights. 3. Must be able to work in confined spaces. <p><i>This job description in no way states or implies that the functions outlined are the only duties to be performed. It is understood and agreed that the employee may be required to perform additional duties and to follow other instructions, as directed by the employee's supervisor.</i></p>			
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Department: Facilities Management & Operations		Position: FMO CHIEF STATIONARY ENGINEER	
REPORTS TO: Project Site Manager			
SUPERVISES: Stationary Engineers, Building Operations Personnel			
RESPONSIBILITY LEVEL: Responsible for the safe and efficient operation of the physical plant/building site. Investigates and resolves complex problems related to HVAC, mechanical and electrical systems. Directs all work of the personnel assigned to site. Accountable for achieving specific operational objectives.			
PRINCIPAL DUTIES:			
1. Analyzes results from testing and treatment of all process water, steam, HVAC, and other specified mechanical and electrical equipment.			
2. Consults with chemical supply technicians to correct deficiencies in water treatment.			
3. Updates operational procedures to maintain system efficiency and to reflect changes in codes and regulations.			
4. Ensures availability of supplies for maintenance of system equipment.			
5. Prepares routine and special system operation reports for customers and management.			
6. Diagnoses trouble calls and develop appropriate action to be taken.			
7. When assigned would be responsible for overseeing general housekeeping of the building area.			
8. Recruits and maintains adequate skilled staff to accomplish objectives.			
9. Develops and maintains a schedule of work hours for Staff.			
10. Holds training sessions in plant safety, equipment maintenance, and operational procedures.			
11. Provides specific work direction for Staff.			
12. Reviews performance of employees and recommends career development and salary changes.			
ADDITIONAL DUTIES: Perform other duties as assigned within all buildings on site.			
EDUCATIONAL REQUIREMENTS:			
1. Licensing requirement as specified by local codes.			
2. Several years experience in operation and maintenance of a 2 nd or 3 rd class plant.			
<i>This job description in no way states or implies that the functions outlined are the only duties to be performed. It is understood and agreed that the employee may be required to perform additional duties and to follow other instructions, as directed by the employee's supervisor.</i>			
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Department: Facilities Management & Operations	Position: FMO CHIEF STATIONARY ENGINEER		
<p>OTHER REQUIREMENTS:</p> <ol style="list-style-type: none"> 1. Must be able to speak, read & write in English 2. Excellent verbal and written communications skills required 3. Follow instructions both written and verbal. 4. Maintain a professional demeanor at all times with fellow employees and customer. 5. Accomplish all duties and tasks as assigned. 6. Maintain clear and courteous two way radio and/or phone etiquette. 7. A team player, committed to working in a quality environment. 8. One year of lead or partial supervisory duties in a Stationary Engineer capacity. 9. Capable of effectively representing Black and McDonald to our customers. 10. Working knowledge of computers, control systems and electrical protection devices. 11. Comply with all company policies and procedures and adhere to company standards. <p>PHYSICAL REQUIREMENTS:</p> <ol style="list-style-type: none"> 1. Bending and Lifting Required; Lifting under 30 kgs. 2. Must be able to work on ladder or scaffold at various heights. 3. Must be able to work in confined spaces. <p><i>This job description in no way states or implies that the functions outlined are the only duties to be performed. It is understood and agreed that the employee may be required to perform additional duties and to follow other instructions, as directed by the employee's supervisor.</i></p>			
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Appendix "C" – Wage Package KVH FMO

<u>Black & McDonald</u>	
Job Classification	
	FMO – Helper
Base Hourly Salary	\$16.00 /hour*
Vacation Pay	10% - includes 10 Stat Holidays Paid on pay cheque \$1.60 /hour*
Pension Plan	10% Paid fully by employer \$1.60 /hour*
Health & Welfare	\$2.66 /hour, Paid by Employer to Union Plan*
Total	*items used in total \$21.86 /hour

<u>Black & McDonald</u>	
Job Classification	
	FMO Mechanic
Base Hourly Salary	\$18.00/hour*
Vacation Pay	10% - includes 10 Stat Holidays Paid on pay cheque \$1.80/hour*
Pension Plan	10% Paid fully by employer \$1.80/hour*
Health & Welfare	\$2.66/hour , Paid by Employer to Union Plan*
Total	*items used in total \$24.26/hour

<u>Black & McDonald</u>	
Job Classification	
	FMO - Call Centre Operator/ Administrative Assistant
Base Hourly Salary	\$20.00 /hour*
Vacation Pay	10% - includes 10 Stat Holidays Paid on pay cheque \$2.00 /hour*
Pension Plan	10% Paid fully by employer \$2.00 /hour*
Health & Welfare	\$2.66 /hour, Paid by Employer to Union Plan*
Total	*items used in total \$26.66 /hour

<u>Black & McDonald</u>	
Job Classification	
	FMO Zone Technician
Base Hourly Salary	\$20.00 /hour*
Vacation Pay	10% - includes 10 Stat Holidays Paid on pay cheque \$2.00 /hour*
Pension Plan	10% Paid fully by employer \$2.00 /hour*
Health & Welfare	\$2.66 /hour, Paid by Employer to Union Plan*
Total	*items used in total \$26.66 /hour

<u>Black & McDonald</u>	
Job Classification	
	FMO Maintenance Mechanic
Base Hourly Salary	\$22.00 /hour*
Vacation Pay	10% - includes 10 Stat Holidays Paid on pay cheque \$2.20 /hour*
Pension Plan	10% Paid fully by employer \$2.20 /hour*
Health & Welfare	\$2.66 /hour, Paid by Employer to Union Plan*
Total	*items used in total \$29.06 /hour

<u>Black & McDonald</u>	
Job Classification	
	FMO Zone Mechanic
Base Hourly Salary	\$24.00 /hour*
Vacation Pay	10% - includes 10 Stat Holidays Paid on pay cheque \$2.40 /hour*
Pension Plan	10% Paid fully by employer \$2.40 /hour*
Health & Welfare	\$2.66 /hour, Paid by Employer to Union Plan*
Total	*items used in total \$31.46 /hour

<u>Black & McDonald</u>	
Job Classification	
	FMO Power Engineer 3 rd Class
Base Hourly Salary	\$30.00 /hour*
Vacation Pay	10% - includes 10 Stat Holidays Paid on pay cheques \$3.00 /hour*
Pension Plan	10% Paid fully by employer \$3.00 /hour*
Health & Welfare	\$2.66 /hour, Paid by Employer to Union Plan*
Total	*items used in total \$38.66 /hour

<u>Black & McDonald</u>	
Job Classification	
	FMO Journeymen Plumber/Pipefitter
Base Hourly Salary	\$30.00 /hour*
Vacation Pay	10% - includes 10 Stat Holidays Paid on pay cheque \$3.00 /hour*
Pension Plan	10% Paid fully by employer \$3.00 /hour*
Health & Welfare	\$2.66 /hour, Paid by Employer to Union Plan*
Total	*items used in total \$38.66 /hour

<u>Black & McDonald</u>	
Job Classification	
	FMO Journeyman Tradesperson
Base Hourly Salary	\$30.00/hour*
Vacation Pay	10% - includes 10 Stat Holidays Paid on pay cheque \$3.00/hour*
Pension Plan	10% Paid fully by employer \$3.00/hour*
Health & Welfare	\$2.66/hour , Paid by Employer to Union Plan*
Total	*items used in total \$38.66/hour

<u>Black & McDonald</u>	
Job Classification	
	FMO Journeymen Electrician
Base Hourly Salary	\$30.00 /hour*
Vacation Pay	10% - includes 10 Stat Holidays Paid on pay cheque \$3.00 /hour*
Pension Plan	10% Paid fully by employer \$3.00 /hour*
Health & Welfare	\$2.66 /hour, Paid by Employer to Union Plan*
Total	*items used in total \$38.66 /hour

<u>Black & McDonald</u>	
Job Classification	
	FMO – Journeymen HVAC/R
Base Hourly Salary	\$32.00 /hour*
Vacation Pay	10% - includes 10 Stat Holidays Paid on pay cheque \$3.20 /hour*
Pension Plan	10% - Paid fully by employer \$3.20 /hour*
Health & Welfare	\$2.66 Paid by Employer to Union Plan*
Total	* items used in total \$41.06 /hour

<u>Black & McDonald</u>	
Job Classification	
	FMO Chief Power Engineer - 3 rd Class
Base Hourly Salary	\$32.00/hour*
Vacation Pay	10% - includes 10 Stat Holidays Paid on pay cheque \$3.20/hour*
Pension Plan	10% Paid fully by employer \$3.20/hour*
Health & Welfare	\$2.66/hour , Paid by Employer to Union Plan*
Total	*items used in total \$41.06/hour