

COLLECTIVE AGREEMENT

Between:

W.A. HOLDING INC.

and:

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL 115

November 1, 2009 to October 31, 2010

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COLLECTIVE AGREEMENT

BY AND BETWEEN:

W.A. HOLDING INC.

(hereinafter referred to as the "Company")

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 115

(hereinafter referred to as the "Union")

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.

ARTICLE 2 - DURATION

2.01 This Agreement shall be in full force and effect from and including **November 1, 2009, to and including October 31, 2010**, and shall continue in full force and effect from year to year thereafter subject to the right of either Party to this Agreement within four (4) months immediately preceding the date **October 31, 2010**, or immediately preceding the anniversary date in any year thereafter, by written notice to the other Party, require the other Party to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement or a new Collective Agreement.

2.02 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 commence a strike or the Company shall commence a lockout, or the Parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union recognizes and agrees that:

- (a) The management and operation of the Company and the direction of the working forces are vested exclusively in the Company.

- (b) The Company has and shall retain the right to select its employees, to hire, classify, promote, demote or discipline them and discharge employees for proper cause, provided that a claim of discrimination against an employee in respect to any of these matters, or a claim of violation, of any Section or Article of this Agreement, may be the subject of a grievance and be dealt with as hereinafter provided.

ARTICLE 4 - BARGAINING AGENCY

- 4.01 The Company recognizes and agrees that the Union is the sole bargaining agent for the employees of W.A. Holding Inc., employed at the place(s) set out in the certificate(s) of bargaining authority and at any other premises opened or taken over by the Company in British Columbia.
- 4.02 This Agreement shall be binding on the Company and the Union and their respective successors, administrators, executors and assigns and on each employee.
- 4.03 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.
- 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 provide the Company with suitable applicants.
- 4.05 Check-Off - The Company shall deduct from each new employee an amount equal to the Union dues (**Monthly Over the Counter and Supplementary 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 the 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.
- 4.06 Amounts Deducted - Union dues shall be two and one-half (2½) hours of the employee's basic rate of pay per month. Union dues deducted under this provision or other check-off provisions shall be remitted to the Union not later than the fifteenth of the month following the month in which such check-off applies.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

- 5.01 Day Shift - The standard work day shall consist of eight (8) hours. The standard work week shall consist of forty (40) hours, Monday to Friday.
- 5.02 Provincial Fire Regulations - In cases where hours of work must be varied in customer camps to comply

with Provincial Fire Regulations, such work carried out under these conditions shall be at straight time rates for the first eight (8) hours.

- 5.03 Lunch Period - Each shift shall have a half-hour lunch period at mid-shift.
- 5.04 Rest Between Shifts - It is intended that every employee should have eight (8) hours' rest between shifts. In the event that an employee is recalled to work before such eight (8) full hours elapse, he shall be paid the appropriate overtime rates for work performed after recall. No employee shall be permitted to resume work on his own accord until eight (8) full hours have elapsed.
- Clarification: Employees working after midnight reporting for work next shift after an eight (8) hour break will not lose the time taken from the shift to make up the eight (8) hour break.
- 5.05 Work Through Regular Lunch Break - Where an employee is required to work through the 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.
- 5.06 Accident on the Job - 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.
- 5.07 Overtime Meals - Employees who work beyond ten (10) hours per day shall receive a maximum of one-half (1/2) hour's pay for time off to eat a meal, and each four (4) hours thereafter.
- 5.08 Banking of Overtime - Employees shall state whether overtime is to be banked or paid at the beginning of each fiscal quarter. An employee may bank overtime equivalent to one hundred and twenty (120) hours straight time maximum. All overtime worked thereafter shall be paid at the appropriate rate to said employee. Banked overtime may be cancelled by either party upon ninety (90) days written notice. Banked overtime must be taken in eight (8) hour increments at times acceptable to the Company. However, subject to the efficient operation and service requirements of the business, a request for banked time off will be granted if management receives thirty (30) calendar days notice and such request shall not be reasonably withheld. This may be taken for the full amount of banked time on consecutive days. Banked overtime is definitely not to be taken in June to August holiday period unless acceptable to the Company. The Company and the employees agree to use banked time to minimize lay-offs upon five (5) working days notice. Banked overtime shall be paid out on the following pay day. Pension contributions and regular payroll deductions shall only apply at the time the banked overtime is utilized by the employee.

ARTICLE 6 - DEFINITION OF EMPLOYEE

- 6.01 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 Board of British Columbia. "Employee" shall also mean a person employed in a job classification listed in Schedule "A" attached hereto, and working at or from any premises opened or taken over by the Company in British Columbia.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.01 Should a dispute arise between the Company and an employee or the Union as an entity regarding the interpretation, application, operation or any alleged violation of this Agreement, including any question as to whether any matter is arbitrable, it shall be resolved in the following procedural manner:
- (a) Step A -The employee or the Union, together with such person or persons as he or the Union may wish, shall take the matter up with the Company within thirty (30) calendar days.
 - (b) Step B - Should a solution not be reached by Step (a) then a business representative of the Union, accompanied by the employee if the employee or business representative so wish, shall discuss the matter with the Company. If a solution is reached, this shall be final.
 - (c) Step C - If an agreement is not reached under the provisions of Step B above, upon mutual agreement between the Union and the Company and at any time prior to the appointment of an Arbitration Board, or other body, another party may be requested to confer with the Union and the Company to assist in the settlement of any difference arising from an alleged violation of this Agreement. Within ten (10) days of appointment, the selected party will make inquiries which it considers adequate and will submit in writing recommendations for settlement of the difference which will not be binding upon either the Union or the Company or detract from their privileges under this Agreement. All expenses incurred by the appointed party will be paid equally by the Union and the Company. The parties may agree that the recommendation rendered at this Step will be binding on both parties. If a solution is reached, this shall be final.
- 7.02 Arbitration - If the procedure set forth in (a) and (b) above do not result in a solution being reached within seven (7) 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 shall be referred to an Arbitration Board of three (3) persons appointed as follows:
- (a) The party desiring Arbitration shall appoint a member for the Board and shall notify the other party in writing of the name and address of the person so appointed and particulars of the matter in dispute.
 - (b) The Party receiving the notice shall within five (5) days appoint a member for the Board and notify the other Party of its appointment.
 - (c) The two Arbitrators so appointed, shall confer to select a third person to be Chairman, and failing for three (3) days from the appointment of the second of them to agree upon a person willing to act, either of them may apply to the Honourable, the Minister of Labour of British Columbia to appoint such third member.

The Arbitration Board shall sit, hear the Parties, settle the terms of the question to be arbitrated, and make its award within ten (10) days from the date of the appointment of the Chairman, provided the time may be extended by agreement in writing.

If the Arbitration Board finds (or if at any earlier stage of the Grievance Procedure it is found) that an employee has been unjustly suspended or discharged, 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 Arbitration Board 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 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 Board 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 Arbitration Board if circumstances are established before it, which, in the opinion of the Arbitration Board, makes it just and equitable to do so, shall have authority to order the Company to pay less than the full amount of wages lost.

The Arbitration Board shall have the right to modify any penalty imposed by the Company on an employee.

If the award of the Arbitration Board is subsequently set aside by a court of competent jurisdiction, the question shall, at the request of either Party, be submitted to another Arbitration Board appointed pursuant to and with all the powers provided by this Article.

The expenses and remuneration of the Chairman shall be paid by the Parties in equal shares.

Without restricting the specific powers hereinbefore mentioned, the Arbitration Board shall have all the general powers of an Arbitration Board.

- (d) The Parties may mutually agree that a sole arbitrator be appointed in place of a three (3) person board. The decision of the sole arbitrator shall be deemed to be the decision of the Board and shall be final and binding. All expenses incurred by the sole arbitrator shall be paid equally by the Parties. Each Party shall pay its own costs.

7.03 Discharge and/or Suspension - Any discharged or suspended employee may, within seventy-two (72) hours of his discharge, (exclusive of Saturdays, Sundays and General Holidays) in writing, require the Company to give him the reasons for his discharge 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 of such an employee, only the reasons so set forth in writing, shall constitute cause.

7.04 Grievances pertaining to discharge and suspensions will not be processed under Section 87(1) of the Labour Relations Code of British Columbia, unless there is a mutual agreement between the parties.

ARTICLE 8 - SENIORITY

8.01 Promotions - When new jobs are available, wherever possible, the Company will promote employees to a better paying job; qualifications and ability to be considered.

ARTICLE 9 - VACATIONS

9.01 Vacation pay shall be accrued at the rate of six percent (6%) of gross earnings and shall be paid to the employee on each regular pay day.

Each employee is entitled to a minimum vacation period of three (3) weeks each year. The vacation period will be arranged by mutual agreement between the employees and the Employer.

ARTICLE 10 - GENERAL HOLIDAY PAY

10.01 Designated Holidays - The Company shall give to each employee a holiday with pay on each of the designated general holidays. For each such holiday an employee shall be paid not less than the equivalent of the wages he would have earned at his classified rate of pay for his normal hours of work. An employee shall receive such holiday pay even if the holiday falls on a Saturday, Sunday or an employee's weekly day off. The designated general holidays shall be:

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

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

When a General Holiday falls on a Saturday or on a Sunday or on an employee's weekly day off then the next work day shall be observed as the Holiday. If Christmas Day and Boxing Day fall on a Saturday and on a Sunday, respectively, or on an employee's weekly days off, then the next two (2) work days shall be observed as holidays.

10.02 General Holiday During Vacation - When a general holiday falls within an employee's scheduled vacation, he shall receive the pay of a normal shift for the holiday in addition to his vacation pay, or a day off with pay in conjunction with his vacation.

ARTICLE 11 - WAGES

11.01 The Company shall remunerate an employee at the wage rate applicable to the job classification that such an employee is employed in. The job classifications and applicable wage rates shall be those agreed upon and set out in Schedule "A", attached hereto, and forming part of this Agreement.

11.02 Living Out Allowance - This allowance shall be paid at the rate of sixty dollars (\$60.00) for every day worked or portion thereof and shall be paid every Friday.

11.03 Payment of Wages - 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.

Payment of wages will be made during working hours. Where a payroll is not met within the prescribed time, and unless proper reason for the delay is forthcoming, it shall not be considered a violation of this Agreement for the employees to cease work until the wages are paid or other arrangements are made.

In the event that an employee is laid off, the Company shall pay such employee not later than three (3) working days after he ceased to be an employee of the Company, all wages, salary, and holiday pay earned by such employee, excluding authorized deductions.

- 11.04 Move Day - On "move" days where work is performed, employees will move and work the remainder of time left in an eight (8) hour shift. On move day which would not be a normal Monday to Friday work day, the employee will receive day rate of vehicle (presently fifty-five dollars [\$55.00]) and not be required to perform any work on that day.
- 11.05 Itemized 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.
- 11.06 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.

ARTICLE 12 - TRANSPORTATION AND EXPENSES

- 12.01 (a) All time spent driving or riding in a motor vehicle to and from such job or jobs shall be considered as time worked.
- (b) Air Travel Insurance - If an employee is required to travel by air on Company business, the Company agrees to provide flight insurance in the amount of one hundred twenty-five thousand dollars (\$125,000.00) at no cost to the employee. Insurance should not be purchased by the employee at the time the flight is taken as it is covered in the Company's corporate insurance policy.
- 12.02 Employee Vehicles - No employee vehicles shall be used on Company business under any circumstances.

ARTICLE 13 - GENERAL PROVISIONS

- 13.01 Injury Report - An employee suffering injury while in the employ of the Company must report to the first aid department immediately, or as soon thereafter as practicable, and also report to that department on returning to work.
- 13.02 Coffee Breaks - An employee shall be granted two (2) ten (10) minute breaks during the course of each shift, one in each half of the shift. He shall also be entitled to a ten (10) minute break at the end of his regular eight (8) hour shift when requested to work up to one (1) hour or more of overtime. He will then be entitled to a further ten (10) minute coffee break every four (4) hours of overtime thereafter, to coincide with Article 5.21 (a). If an employee is working off the Company's premises, these breaks shall be increased to fifteen (15) minutes.

13.03 Shop Stewards

- (a) The Union may select or appoint a Shop Steward or Shop Stewards to represent the employees and the Union shall notify the Company as to the name of such Shop Steward or Shop Stewards. The Company agrees that no Shop Steward shall suffer any discrimination by reason of holding such office.
- (b) When the Company for any reason finds it necessary to terminate or lay-off a Shop Steward, the Business Representative of the Union shall be notified prior to such termination or lay-off.
- (c) Upon informing Management, authorized agents of the Union shall have access to the Company's premises during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to in the operation.
- (d) The Shop Steward shall be allowed reasonable time during working hours to carry out his duties. Any employee being reprimanded by the Company shall have the right to request that the Shop Steward be in attendance.

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

- 13.04 (a) 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.
- (b) The Union reserves the right to render assistance to other labour organizations. It shall not be considered a violation of this Agreement for an employee to refuse to work with a non-Union workman or workmen.

13.05 Sub-Contracting - Where the Company's facilities, space and trained personnel are available, the Company will endeavour to continue to have all work which is presently performed by its employees, performed by members of the bargaining unit.

13.06 Leave of Absence

- (a) (i) Union Service - 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.
- (ii) No employee who acts within the scope of this sub-section shall lose his job or be discriminated against for so acting.
- (b) (i) Leave of Absence Due to Injury - When an employee suffers an injury, whether on the job or not, or suffers any illness preventing him from reporting to work, he will automatically be granted leave of absence until such time as his doctor states he can return to work.

(ii) When any employee suffers an injury or illness which requires his absence, he shall report the fact to the Company as soon as possible, prior to his actual starting time, so that adequate replacement may be made if necessary.

(c) 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 benefit coverage while on personal leave of absence.

(d) Leave of Absence - Other Employment - 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.

(e) Maternity/Parental Leave - Employees shall be eligible for maternity and parental leave in accordance with the B.C. Employment Standards Act.

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

13.08 Jury Duty

(a) All time lost by an employee due to necessary attendance on jury duty or acting or subpoenaed as a witness in any court proceedings arising out of his employment, or in completing his driver's tests 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) If an employee is employed on an afternoon or graveyard shift and attends upon jury duty or if an employee is attending upon jury duty or acting as a witness and becomes scheduled to commence work on an afternoon or graveyard shift, such an employee shall not be required to work such shifts and shall receive pay for time loss pertaining to jury duty or acting as a witness as provided in this Subsection. 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.

(c) When an employee returns from serving jury duty or from participating as a witness, he will be returned to the job he held prior to serving.

13.09 (a) Dismissed or Improper Charges - When a charge is laid against an employee, such charge arising while the employee was acting within his scope of employment with the Company, and such charge is dismissed or held improper by a court of competent jurisdiction or on an appeal taken therefrom, the Company shall pay the employee at his regular rate for the time loss due to attendances on his legal counsel and any court appearances. The Company shall also reimburse the employee for any legal fees and other legitimate expenses that the employee has incurred. Prior to the employee taking

steps to defend himself, he shall consult the General Manager of the Company to determine which legal firm should be used.

- (b) An employee shall have access in a timely manner to review their personnel file in the presence of the Branch Manager. The employee may authorize the Shop Steward to review the file on their behalf.

13.10 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.

13.11 Truck Maintenance and Safety - It is to the mutual advantage of both the Company and the employees, that employees should not operate vehicles which are not in safe operating condition and not equipped with the safety equipment required by law. The maintenance of equipment in sound operating condition is not only a function but a responsibility of Management and in respect thereto the Company agrees as follows:

- (a) The Company shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with safety equipment, seat belts, or stickers prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment.
- (b) All trucks owned or leased by the Company must have steps or other similar devices to enable drivers to get in and out of the body for safety purposes.
- (c) It is agreed between the Company and the Union, having regard for the safety and driver health factor, that all vehicles shall have adequate heaters, windshield wipers and defrosters installed.
- (d) It is mutually agreed that a form shall be supplied the driver on which he must report defects in equipment with sufficient copies so that the driver may retain a copy and so that the head office of the Company will have a copy of this report on file.
- (e) When a driver reports a defect in equipment, he must tag or mark the vehicle in such a manner so that any other employee will notice the defective equipment. It shall be the Company's responsibility to supply tags or other marking devices. This tag to be left on the vehicle in order to show the work has been completed and shall be removed by the out-going driver.
- (f) The Company shall not compel any driver to operate a vehicle which weighs in excess of the legal gross weight limits. Where a driver with the knowledge of the Company operates with an overload and is convicted, the Company shall be responsible for any fines involved. Drivers, who of their own accord, operate with an overload may be subject to discipline and responsible for their own fines.
- (g) The Company shall supply a fire extinguisher and an adequate first aid kit for each service vehicle. Each uncovered service vehicle shall be equipped with a tarpaulin.

13.12 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 cost of Tradesmen Qualification Examinations will also be considered.

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

- 13.13 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.

- 13.14 Hiring Kit - The Company shall put in each new employee's hiring kit, a Union membership card and a dues deduction card. A supply of membership cards and dues deduction cards to be provided by the Union to the Company. The employee shall immediately fully complete said cards and return them to the Company. Upon receipt from the employee, the Company shall submit the membership card to the Union in a timely manner and shall retain the dues authorization card in the employee's file.

ARTICLE 14 - HEALTH, WELFARE AND PENSION

14.01 HEALTH, WELFARE AND PENSION PLANS:

The Employer shall make contributions at the rate of one dollar and **ninety cents (\$1.90)** per hour for each hour earned in respect to each employee covered by this Agreement to the Operating Engineers' **Benefits Plan**.

The Employer shall make contributions at the rate of seventy-five cents (75¢) per hour for each hour earned in respect to each employee covered by this Agreement to the Operating Engineers' Pension Plan.

For clarification, "hours earned" means one and one-half or two times the contribution rate for overtime hours.

The Operating Engineers' Benefits and Pension Plan shall be controlled by a Board of Trustees composed of eight (8) representatives from the Union.

The Union in consultation with the administrator, board of trustees, actuary, and consultants of the Operating Engineers Benefits and Pension Plans (the "Plans") may in the best interest of the Plan participants and beneficiaries reapportion those contributions received as provided for in the Schedule of Employer/Employee Contributions.

The Employer agrees to be bound by the terms of the Trust Agreements.

The Employer is required to report on the forms provided by the Benefits and Pension Plans.

Contributions must be mailed or delivered by the Employer to the Administrator of the Operating Engineers' Benefits and Pension Plans at his office located in Suite 402 at 4333 Ledger Avenue, Burnaby, B.C. no later than the fifteenth (15th) day of the month following that which contributions cover.

In the event the Employer fails to remit contributions to these Plans in accordance with this section of this Agreement:

- (a) The Union is free to take the following economic action:**
 - (i) demand payment of the two percent (2%) per month delinquency charge as provided for in Article 23 in this Agreement; and/or**
 - (ii) demand the posting of a bond or an Irrevocable Letter of Credit as provided for elsewhere in this Agreement; and**

where the Employer has failed to comply with (i) and (ii) above, then

- (iii) forty-eight (48) hours after the Union has delivered the demand for bond or the Irrevocable Letter of Credit, take any other economic action it deems necessary against such Employer, until such time as the bond has been posted or the Irrevocable Letter has been furnished and such other action shall not be considered a violation of this Agreement.**

Such economic action as it applies to this Article only may include the withholding and the withdrawal of dispatches to the Employer.

- (b) The Employer agrees that he shall**
 - (i) pay the delinquency charges referred to in (a) (i) of this section and**
 - (ii) post a bond or irrevocable letter of credit referred to in (a) (ii) of this section whenever they are demanded in accordance with the provisions as set out in this Agreement.**

The Members' Representative of Local 115 may inspect during regular business hours an Employer's record of time worked by employees and contributions made to the Plans.

The Benefits or Pension Plans' Auditor shall be permitted to inspect and audit the Employer's record of time worked by employees and contributions made to the Plans and shall be allowed the time necessary to complete the audit.

The Auditor shall notify the Employer of his intentions to audit and to make the necessary arrangements for the time and place.

Payments to the Benefits and Pension Plans shall be made by cheque, payable at par at the Municipality of Burnaby, Province of British Columbia, to the Operating Engineers' Benefits and Pension Plans.

Benefits which will be provided under these Plans are as follows:

- (a) Medical surgical benefits;**
- (b) Weekly indemnity benefits for non-occupational sickness and accident;**
- (c) Pension Plan;**

(d) Such additional benefits as the Trustees of the Plans shall periodically determine.

Other personnel of the Employer's party to this Agreement may become Associate Members of the Operating Engineers Benefits Plan as provided for in the Trust Agreement and will be subject to the regulations as provided by the Trustees from time to time.

ARTICLE 15 - SAVINGS CLAUSE

15.01 No employee, who prior to the date of this Agreement was receiving more than the rate of wages as set out in the Schedule attached hereto or working fewer 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.

15.02 Nothing herein contained shall preclude higher wages being paid to employees of special ability.

15.03 (a) 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.

(b) 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.

Signed this _____ day of _____, 2009.

W.A. HOLDING INC.

INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 115

SCHEDULE "A"

<i>Classifications</i>	<u>Nov 1,2009</u>
Utility Pole Inspector	\$22.00
Utility Pole Trainee	\$16.00
Digger	\$14.00
Foreman	\$27.00

A.01 First Aid Man:

When an employee is designated as First Aid Man by the Company, he shall have his regular hourly rate increased by the following amounts:

- A Class Certificate: (if required)
- eighty-two cents (82¢) per hour.
- B Class Certificate: (if required)
- seventy-two cents (72¢) per hour.
- C Class Certificate:
- fifty-two cents (52¢) per hour.

A.02 Lead Hand - A Lead Hand is an employee who is able and willing to instruct others in the performance of their work, or who, because of exceptional skill and ability or the nature of his work, is so recognized by the Company.

When an employee is designated as Lead Hand by the Company, he shall receive one dollar and ten cents (\$1.10) per hour above the Journeyman Rate.

A.03 Work in a Higher Rate Classification - Where an employee works in a higher hourly wage classification, he shall be paid the higher rate for the hours worked in such classification.

A.04 New Job Classification

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

BETWEEN:

W.A. Holdings Inc

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

RE: Unit D3 , D5 Piecework Pay (Fortis BC) (Fortis Alberta)

The undersigned parties agree to the following Piecework Pay Schedule.

The following is based on a typical day where a worker can treat 48 poles per day or 6 poles per hour.

Per Pole

Pay (including Vacation Pay)	\$10.00
Benefits Plan Contribution	\$0.32
Pension Plan Contribution	\$0.13

Workers will not be entitled to Living Out allowance or Vehicle Allowance when working on Piece Work.

Signed this _____ day of _____, 2009.

W.A. HOLDING INC.

INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 115

BETWEEN:

W.A. Holdings Inc

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

RE: Unit E Piecework Pay (B.C. Hydro) (BCTC)

The undersigned parties agree to the following Piecework Pay Schedule.

The following is based on a typical day where a worker can treat 32 poles per day or 4 poles per hour.

Per Pole

Pay (including Vacation Pay)	\$12.00
Benefits Plan Contribution	\$0.32
Pension Plan Contribution	\$0.13

Workers will not be entitled to Living Out allowance or Vehicle Allowance when working on Piece Work.

Signed this _____ day of _____, 2009.

W.A. HOLDING INC.

INTERNATIONAL UNION OF
OPERATING ENGINEERS, LOCAL 115
