

CHEW EXCAVATING LTD.

VANCOUVER ISLAND ADDENDUM TO THE ROAD BUILDING INDUSTRY STANDARD UTILITY AGREEMENT (DISTRICT #2)

THESE TERMS AND CONDITIONS SHALL APPLY TO THE FOLLOWING GEOGRAPHICAL AREA ONLY: VANCOUVER ISLAND AND ALL ISLANDS WITHIN 10 KLMS OF VANCOUVER ISLAND.

It is agreed that the following terms and conditions shall amend the Road Building Industry Standard Agreement dated **March 1, 2011** to **February 28, 2014**. All other terms shall remain the same.

The parties agree to sunset the following items for the period of **March 1, 2011** to **February 28, 2014**.

ARTICLE 5: HOURS OF LABOUR, SHIFTS AND CALL-OUT TIME

Work Week:

(a) A regular work week shall consist of forty (40) hours- Monday through Friday. Eight hours shall constitute a day's work.

(b) Compressed week: On specific projects a work week may consist of forty (40) hours – Monday through Thursday or Tuesday through Friday. Ten (10) hours (paid at straight time) shall constitute a day's work. The Union will be notified prior to the commencement of a compressed week.

(c) An additional eight hours in a week may be worked at stright time rates by mutual agreement between the affected employees and the Company. Sunday is excluded. As referenced in item (a) the eight (8) hours would be Saturday or as refenced in item (b) the eight (8) hours would be Friday or Monday.

(d) Item (c) is voluntary only and any refusal by an employee will not be subject to discipline. The Employer shall have the right to fill the vacant position with a regular compnay employee willing to work the additional eight hours at straight time. Any vilocations will be subject to the grievance procedure.

(e) Upon mutual agreement the starting time of a shift may be varied up to one (1) hour of normal starting time.

Call-Out Time

An employee will be paid for hours worked. Four (4) hours shall be the minimum pay when work is performed.

ARTICLE 6: OVERTIME

All hours worked outside the regular scheduled shift, Monday to Friday shall be paid at one and one-half (1-1/2) times the employee's hourly rate up to ten (10) hours.

Saturday shall be paid at time and one-half (1 1/2) for the first ten (10) hours worked.

All work performed beyond ten (10) hours per day Monday to Saturday, and all hours worked on Sundays or General Holidays shall be paid at two (2) times the employee's hourly rate.

ARTICLE 7 : TRANSPORTATION

Employees commencing employment or upon termination shall be paid cost of transportation and if delayed for reasons beyond the employees control, receive costs for meals and accommodation.

No time shall be paid for employees traveling to the job upon hiring or upon termination.

Local Transportation:

(a) Cities, Towns or Villages:

On all jobs situated within fifty (50) kilometers of the center of any city, town or village in which an employee is residing or accommodates, such employee will travel daily to and from such jobs at no cost to the Employer.

For all travel in excess of fifty (50) kilometres, each way, the actual time spent travelling beyond the fifty (50) kilometres will be paid at straight time rates, in increments of fifteen (15) minutes. Company will provide shared vehicles for employees to travel in.

Marshalling point for determination of the 50 klms radius will be in:

Campbell River – The Labour Center located at 830 14th Ave.

Nanaimo – City Hall located at 455 Wallace St.

Victoria – 575 Gorge Rd. East.

However, it is agreed and understood that employees will not be required to use their vehicles on new grade construction in order to fulfill the above.

(b) Camps:

Where camps or room and board are not provided, a living-out allowance shall be negotiated prior to the job commencing. If an allowance is not established prior to commencement, free room and board shall be supplied.

The Company is to pay for all rooms and to pay for a meal allowance of **\$50.00** per day. ***Effective March 1, 2013 this amount shall increase to \$55.00 per day.***

Where camps are provided or free room and board and the Employer requests the employee to check out of his room, then the checkout provision contained in the Agreement shall apply. However, if an employee of his own volition checks out then the checkout allowance shall not apply. Where the Employer requests the employee to check out of his room, a storage room shall be supplied where the employee may store their belongings.

(c) Metropolitan Areas: Metro travel is waived.

ARTICLE 11 : UNION SHOP

Dispatch Offices:

When the Employer places an order for a member with the dispatcher it shall be on a 50/50 basis. This would provide that an Employer could name request one employee and the next order would be open. This shall be for new hires only.

Special Provisions And Wages

Schedule "A"

1 (a) Equipment Foreman:

When non-working Foremen are required in accordance with the provisions of this agreement, they shall be selected from the predominate trade on the project.

Wages and Benefits

Schedule "A"

Hourly Wage Rates – Classifications / Groups to be realigned as attached.

	<u>Mar. 1/10</u>	<u>Mar. 1/11</u>	<u>Mar. 1/12</u>	<u>Mar. 1/13</u>
<i>H.D.M./Welder</i>	<i>\$1.00 added to the Group 1 rate.</i>			
<i>Group 1</i>	<i>\$28.05</i>	<i>\$28.05</i>	<i>\$28.05</i>	<i>\$28.89</i>
<i>Group 2</i>	<i>\$27.81</i>	<i>\$27.81</i>	<i>\$27.81</i>	<i>\$28.64</i>
<i>Group 3</i>	<i>\$27.47</i>	<i>\$27.47</i>	<i>\$27.47</i>	<i>\$28.29</i>

Group 4 \$27.34 \$27.34 \$27.34 \$28.16

***** Holiday Pay as per Article 4: Holiday Pay is 12.5% of goss earnings.**

Schedule of Total Employer/Employee Contributions

	Mar. 1/10	Mar. 1/11	Mar. 1/12	Mar. 1/13
Benefits Plan	\$2.05	\$2.05	\$2.10	\$2.15
Pension Plan	\$3.80	\$3.95	\$4.10	\$4.25
Apprenticeship Plan	\$0.38	\$0.38	\$0.38	\$0.38
Working Dues*	\$0.55	\$0.52	\$0.54	\$0.57
O.E. Advancement	\$0.155	\$0.155	\$0.155	\$0.155
Rehabilitation	\$0.02	\$0.02	\$0.02	\$0.02
Tool Allowance	<u>\$0.08</u>	<u>\$0.08</u>	<u>\$0.08</u>	<u>\$0.08</u>
Total	\$7.035	\$6.755	\$6.975	\$7.255

*Working Dues are deducted from the employee's hourly rate.

* Contributions to the Plans shall be for each hour wages are payable, in other words, on overtime, hourly contributions shall be at straight time.

* Effective **February 28, 2014** contributions shall be based on hours earned. For clarification "hours earned means one and one-half (1-1/2) or two (2) times the contribution rate for overtime hours."

2. All worked performed in the Pulp Mills will be performed as per the Heavy Construction Agreement or Standard Road Building Agreement as applicable.
3. **Mine Sites – All work on mine sites (Gravel Pits Exempt) shall be performed as per the Heavy (Standard) Agreement or Standard Road Building Agreement as applicable.**
4. **Hiring – In the event that the Union cannot supply experienced qualified members the Company may obtain employees elsewhere. It being understood that the employees so hired shall meet the Union's qualifications.**

All employees shall become and remain members of the Union in order to be employed by the Company. The Company shall advise NEW HIRES of the requirement to join the Union.

The Union shall provide the Company with all the required forms for the purpose of enrolling new members.

The Company shall ensure the forms are completed and remitted to the Union with the required FEES within two weeks of the employees initial hire. (The Union shall notify the Company the amount and the Fees shall be deducted from the employees pay and forwarded to the Company.)

3. Pre-jobs on all projects which have special circumstances (such as travel time beyond 50 klms, or require LOA)

4. Addition of the:

- o Canadian Joint Grievance Panel

The parties may, upon mutual agreement, refer any outstanding grievance to the Canadian Joint Grievance Panel process. The Panel decision shall be final and binding on the parties. The Panel shall not have the authority to change this agreement or to alter, modify or amend any of its provisions. However, the Panel shall have the authority to resolve a grievance by any arrangement that is deemed just and equitable. It is further agreed that in the event the Panel is unable to render a majority decision that the grieving party may refer the matter to a Schedule II Hearing under the Panel process, refer the matter back to the arbitration process as outlined above in this Article or, withdraw the grievance.

5. Addition of the:

- o Arbitration Award Provision

I, _____, agree that in consideration of the acceptance by the (insert appropriate union) of myself as Arbitrator, I will render a decision within thirty (30) days of the completion of any hearing

in which I participate. I further agree that my fee for such arbitration will be reduced by a factor of ten percent (10%) for each seven (7) days which lapse beyond the thirty (30) days from the completion of the hearing in which I participate and in which a decision is not published. I further agree that the account which I render will indicate the amount of my fee on an unadjusted and adjusted basis. I further agree not to bill for any fee in regard to cancellation, except where such cancellation is within seven (7) calendar days of the appointed hearing.

ENABLING CLAUSE:

When in the opinion of both parties it is deemed beneficial to the Employer and the Union members the terms and conditions of the Collective Agreement may be modified for work coming under the Road Builders Agreement "Extent Clause". Such mutually agreed modifications to the Collective Agreement shall be by Letter of Understanding and may be for one project, for a type of work, for a specific area or for a specific period of time.

Signed this _____ day of _____ 20____.

Chew Excavating Ltd.

***International Union of Operating
Engineers Local 115***