

AGREEMENT

BY AND BETWEEN:

CN WORLDWIDE DISTRIBUTION SERVICES (CANADA) INC.
(IBS INTERNATIONAL BULK SERVICES OF CANADA)

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

DURATION: October 3, 2011 to October 2, 2014

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COLLECTIVE AGREEMENT

BY AND BETWEEN:

IBS International Bulk Services

(hereinafter referred to as the "Company")

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

(hereinafter referred to as the "Union")

WITNESSETH: that the Parties hereto agree as follows:

ARTICLE 1 - OBJECTS

- 1.01 (a) 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.
- (b) For the purposes of this Agreement, the masculine shall be considered to include the feminine and the singular to include the plural, where necessary.
- 1.02 During the term of this collective agreement, there shall be no lockout by the Company or any strike, work slow down or work stoppage by employees covered by this agreement.

ARTICLE 2 - BARGAINING AGENCY

- 2.01 **INTERNATIONAL BULK SERVICES**, herein referred to as "*the Company*", recognizes the **INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115**, herein referred to as "*the Union*", as the sole collective bargaining agent for IBS employees (as defined in Article 5.01) at 649 Industrial Avenue, Vancouver, BC. V6A 2P8
- 2.02 This Agreement shall be binding on the Company and the Union and their respective successors, administrators, executors and assigns and on each employee.
- 2.03 Management shall only perform bargaining unit work in the case of an emergency or unavailability of existing bargaining unit members. However, in addition it is recognized that one (1) manager per shift may be required to perform bargaining unit work to maintain production of the crews.

This provision will not be used to lay off or prevent the recall or result in the loss of normal working hours to a member of the bargaining unit.

- 2.04 Officers and committee members of the Union shall be recognized, by the Company, as representatives of employees in all matters covered by and concerning this agreement.
- 2.05 The Union agrees that there will be no Union activities carried out during working hours except those necessary in connection with the administration of this agreement.
- 2.06 Accredited representatives of the Union shall have access to the Company's premises during working hours for the purpose of reviewing grievances with company management, provided that there is no interruption of the Company's operations.
- 2.07 The Company and the Union understand that during the life of the collective agreement issues arise that may not be covered under the articles of this agreement. In such cases both parties agree to discuss the introduction of a Letter of Understanding "LOU". Any LOU agreed to and signed by both parties shall be attached to this collective agreement and will remain in full force and effect for the full term of this agreement unless thirty (30) days written notice is given by either party to terminate said LOU.

ARTICLE 3 - UNION SECURITY

- 3.01 UNION SECURITY Each employee covered by this Agreement shall, as a condition of employment, become 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. 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. (***"Good Standing" for the purposes of this clause is defined as an employee who is current with regards to having his/her dues withheld as provided for in section 3.02***)
- (a) Upon engaging a new employee, the Company shall have such new employee sign a Union membership card and forward it to the local shop steward. The Union shall furnish a supply of blank Union membership cards.
- (b) The Company shall furnish the Union with a list of new full-time employees within 14 days of their being engaged as permanent full time employees.
- 3.02 CHECK-OFF: - The Company shall deduct from each new employee an amount equal to the Union regular dues from the employee's first payroll cheque after completion of six (6) days of work in a calendar month and add that employee's name and the said amount to the closest applicable check-off; i.e., if the check-off for that month has not been remitted to the Union, it shall be added to that check-off; if that month's check-off has been remitted, it shall be added to the following month's check-off and shown as the previous month worked.
- 3.03 AMOUNTS DEDUCTED: - Union dues 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.
- 3.04 REMITTANCE SCHEDULE: - The Company shall deduct such dues as provided by the Union on the second (2nd) pay period of the month and shall submit said monies to the

Union within twenty-five (25) days of being deducted. Union and company agree to dues remitted are in payment for the next month's obligation.

- 3.05 DUES NOTICE: - Upon receiving one (1) months notice from the Union, by registered mail, of a change in the dues charged by the Union to its members, the Company shall make deductions in accordance to the notice, effective the date given. The Union will indemnify the Company for all such deductions and remissions.
- 3.06 CHECK-OFF LIST: - The Company shall submit a check-off list containing the names and employee numbers of each employee and the monies applicable to each employee as described in Article 3.03 above.
- 3.07 The Company shall not be responsible, financially or otherwise, either to the Union or any employee for any failure to make deductions or for making improper or inaccurate deductions or remittances. However, in any instance in which an error occurs in the amount of any deduction of dues from an employee's compensation, the Company shall adjust it directly with the employee. In the event of any mistake by the Company in the amount of its remittance to the Union, the Company shall adjust the amount in a subsequent remittance. The Company's liability for any and all amounts deducted pursuant to the provisions of this article shall terminate at the time it remits the amounts to the Union.
- 3.08 In the event of any action at law against either or both of the parties resulting from any deduction(s) made or to be made from compensation by the Company pursuant to paragraph 2.1, both parties shall cooperate fully in the defense of such action. Each party shall bear its own cost of such defense except that if, at the request of the Union, counsel fees are incurred, these shall be borne by the Union. Save as aforesaid, the Union shall indemnify and save harmless the Company from any losses, damages, costs, liability or expenses suffered or sustained by it as a result of any such deduction or deductions from compensation.

ARTICLE 4 - MANAGEMENT RIGHTS

The Union recognizes and agrees that:

- 4.01 The management and operation of the plant and the direction of the working forces are vested exclusively in the Company.
- 4.02 Except to the extent that management's rights have been otherwise limited or modified by the specific terms and conditions of this collective agreement, the Union recognizes the exclusive right and authority of the Company to manage the affairs of its business and to direct its employees subject always to the terms of this collective agreement. Management's rights include but are not limited to:
- (a) The right to engage, direct, and assign work as well as adjust the number of employees.
 - (b) The right to determine work assignments and duties, schedules of work, type of equipment, work and operational standards.
 - (c) The right to maintain order and to discipline for just cause.

- (d) The right to make and enforce rules, regulations and policy.
- (e) Managers and Supervisors retain the right to carry out work which traditionally has been performed in the normal course of business prior to the certification of the Union at IBS, 649 Industrial Avenue, Vancouver, BC on January 19, 2011. Work traditionally performed includes but is not limited to:
 - 1. Perform active transfers, and all related activities to facilitate said transfers, from Railcar to Truck, Railcar to Container, Truck to Truck, Container to Container, Truck to Railcar, Container to Railcar, and all other material handling services.
 - 2. Complete any documentation of yard activities as needed.
 - 3. Perform necessary or required maintenance on equipment
 - 4. Perform terminal switching.

4.03 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 5 - DEFINITION OF EMPLOYEE

5.01 In this Agreement "Employee" means a person who is employed by the Company for whom the Union has been certified as the collective bargaining agent by the Labour Relations Code of B.C. and "Employee" is employed in a job classification listed in Appendix "A" attached hereto.

ARTICLE 6 - HOURS OF WORK AND OVERTIME

6.01 WORK WEEK – Each work week will begin at 0001 hours on Sunday and continue until 23.59 hours on Saturday.

- 6.02 (a) The standard work day will consist of an eight (8) hour day.
- (b) The standard work week will be five (5) consecutive days of forty (40) hours per week.
- (c) All hours worked outside of eight (8) hours per day or forty (40) hours per week will be paid at overtime rates.

6.03 STARTING TIMES

- (a) Starting times may vary by two (2) hours without penalty.
- (b) Employees are required to give two hour notice, when they will not be able to report for the start of their shift as scheduled. Failure to provide proper notice may result in disciplinary action(s).

- (c) If an employee fails to call and report off two hours prior to his shift start then this will be considered an unexcused absence for that day.
- 6.04 LUNCH PERIOD - Each shift shall have a one-half (1/2) hour unpaid lunch period between the end of the third and the beginning of the sixth hour of work. The Company shall refrain from delegating or instructing Employees during their breaks. It is understood that the lunch period will be arranged so as not to conflict with the operation.
- 6.05 WORK THROUGH REGULAR LUNCH PERIOD - Where an employee is required to work through his lunch period at the request of the employer, such employee shall be paid the applicable overtime rate and be allowed reasonable time off to consume a meal **up to twenty (20) minutes** with no loss of pay. If an employee requires more than 20 minutes for lunch this time will be unpaid.
- 6.06 SHIFT CHANGE - The Company shall give the employee as much notice as is practical but no later than Twenty-four (24) hours notice prior to changing of shifts. The Union acknowledges that from time to time less than twenty four (24) hours notice is unavoidable. In such cases the Employee is not required to report until he has had an adequate rest period of not less than 10 hours.
- 6.07 OVERTIME - VOLUNTARY - All overtime shall be on a voluntary basis. But where the Company cannot find a qualified volunteer, then the overtime shall be allocated as follows; first, Overtime will be allocated to Qualified employees that have not reached a full 40 hour work week in reverse seniority order;. Second, Overtime will be allocated to qualified employees that have reached or exceed a 40 hour work week in reverse seniority order; s
- 6.08 REST BETWEEN SHIFTS - It is intended that every employee should have **ten (10)** hours rest between shifts. In the event that an employee is recalled to work a full shift before such **ten (10)** 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 ten (10) full hours have elapsed.
- 6.09 WORK OUTSIDE OF NORMAL WORK PATTERN - Employees who are called in to work outside their normal work pattern and who report for said work will receive a minimum of two hours pay at the prevailing rate if they are subsequently not used. If an employee is call in to work outside their normal work pattern and who report for and perform said work will be paid a minimum of four (4) hours pay at the prevailing rate required.
- 6.10 WORK ON GENERAL HOLIDAYS:

All work performed on General Holidays will be offered on a voluntary basis and shall be paid at the applicable overtime rate of pay. Overtime will be assigned in accordance with section 6.07.

All hours worked on General Holidays listed in Article 11, or day observed as such under the terms of the Agreement, shall be considered overtime and is paid in accordance with the following:

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

6.11 WORK DAY

- (a) When an employee is called or scheduled to report, does so as requested and begins his work day; the company will guarantee a minimum of four (4) hours of work and compensation; when the employee works over four (4) but less than six (6) hours, he shall be paid for six (6) hours and, when the employee works more than six hours he shall be paid for a minimum of eight (8) hours for that day.
- (b) The provisions of section (a) above shall not apply in the event of:
 - (i) An emergency such as fire, flood, power failure etc., beyond the control of the control of the company, or if;
 - (ii) An employee voluntarily leaves the work site, quits or is discharged for just cause, or;
 - (iii) Recalls from layoff of five (5) days or less

In any such event or circumstance occurring as outlined in (i), (ii) or (iii) above, the employee shall be paid for the actual time worked at his applicable wage rate.

ARTICLE 7 - GRIEVANCE PROCEDURE

- 7.01 The Company and the Union recognize and agree that the prompt resolution of differences concerning the interpretation, application, administration or alleged contravention of this agreement is of the utmost importance.
- 7.02 A grievance concerning the interpretation, application, administration or alleged contravention of this agreement or alleging that an employee has been unjustly disciplined or discharged shall be dealt with in the manner set out in this article.
- 7.03 The Company and the Union recognize that open and frank discussions will promote the resolution of grievances. Therefore, subsequent to submission of a grievance at step 1 or step 2 of the grievance procedure, each grievance will be examined in a meeting as set out in paragraph 7.05 and paragraph 7.08 and within the time frames set out therein before a decision is rendered at either of the steps of the grievance procedure.

STEP 1:

- 7.04 Within ten (10) calendar days from the cause of grievance, the employee and/or the local shop steward will present the grievance to the Facility Manager. The grievance shall consist of a written statement explaining the perceived cause of grievance and section of this collective agreement alleged to have been violated.
- 7.05 The meeting referred to in paragraph 7.03 will be held between the employee and/or local shop steward of the Union and the Facility Manager (or delegate), at a mutually convenient time, no later than ten (10) calendar days following the receipt of the grievance.
- 7.06 Within seven (7) calendar days of such meeting, the Facility Manager (or delegate) will render a decision in writing.

STEP 2:

- 7.07 Within ten (10) calendar days of receiving the Facility Manager's decision under step 1, the National Representative of the Union may present the grievance to the General Manager (or delegate) under step 2. The grievance shall consist of a written statement outlining the Union's contentions and identify the specific provision or provisions of the collective agreement which the grievance concerns.
- 7.08 The meeting referred to in paragraph 7.03 will be held between the National Representative of the Union (or delegate) and the General Manager (or delegate) no later than twenty-one (21) calendar days following the receipt of the grievance at step 2 by the Company.
- 7.09 Within seven (7) calendar days of such meeting, the General Manager (or delegate) will render a decision in writing.
- 7.10 GRIEVANCE - TIME LIMIT: - Any discharged or suspended employee may, within seventy-two (72) hours of his discharge or suspension, (exclusive of Saturdays, Sundays and General Holidays) in writing, require the Company to give him the reasons for his discharge or suspension and the Company will give such reasons to him, in writing, within seventy-two (72) hours of such request and in the event of any dispute or difference as to whether or not there was proper cause for the discharge or suspension of such an employee, only the reasons so set forth in writing, shall constitute cause.
- 7.11 PROGRESSIVE DISCIPLINARY MEASURES:

Pursuant to the terms of employment, employees are required to fulfill the duties and responsibilities connected with the transload, transfer and/or material handling services in a safe, proficient and lawful manner. In circumstances where an employee fails to fulfill such duties and responsibilities, fails to do so safely, provides unsatisfactory service or engages in misconduct or insubordination, either during working hours or during non-working hours, the Company may take the following measures for minor infractions.

- (a) First occurrence: a verbal warning advising the employee of the nature of failure, unsatisfactory service, misconduct or insubordination.
- (b) Second occurrence: a written warning advising the employee of the nature of the failure, unsatisfactory service, misconduct or insubordination.
- (c) Third occurrence: a suspension without pay for a period of one to five working days depending on the nature of the failure, unsatisfactory service, misconduct or insubordination.
- (d) Fourth occurrence: subject to immediate employment termination.

The Company shall inform the Union in writing either through e-mail or registered mail in any case where discipline is executed.

- 7.12 Major Infractions or Serious acts of misconduct, insubordination or gross violations by an employee shall result in immediate termination, and warrant by-passing the steps in the disciplinary process set out in paragraph 7.11.

- 7.13 The Company shall afford the employee up to 24 hours to consult with a Union Representative before requiring the employee to respond to the allegations, prior to finalizing any disciplinary decision. At the Company's discretion, the employee's response may be made in person or by tele-conferencing. If the employee so desires a Union Representative may be present during the meeting or tele-conference with the employee.
- 7.13.1 If a employee fails to call and fails to report as scheduled for three (3) consecutive work days the employee will be deemed to have resigned his position with the company and the company shall remove the employee's name from seniority roster.

ARTICLE 8 - ARBITRATION

- 8.01 A grievance concerning the interpretation, application, administration or alleged contravention of this agreement or alleging that an employee has been unjustly disciplined or discharged which is not settled at step 2 may be referred by either party to grievance arbitration for final and binding settlement.

Both parties agree to refer to an arbitration board as provided below:

- (a) The party desiring arbitration shall advise the other party, within sixty (60) days of the completion of STEP 2 of the grievance procedure, or such further period as the Company and the Union may agree to in writing, of its desire to proceed to arbitration. This step must be taken by notice in writing.
- (b) The parties shall have ten (10) working days to agree on a single arbitrator. Failing the mutual agreement of the parties on the appointment of an arbitrator, either party may request the director to appointment a single arbitrator pursuant to section 86 of the Act from the roster of arbitrators listed with the Collective Agreement Arbitration Bureau and that person so appointed by the director is deemed to be appointed in accordance with the collective agreement. The parties agree that an appointment pursuant to section 86 of the Act under this provision will not be considered a failure of one of the parties to appoint an arbitrator and the parties agree that section 90(3) of the Act does not apply to the application of this provision of the collective agreement."
- (c) The parties to the arbitration recognize that the authority of the arbitrator is set out in the provisions of the *Labour Relations Code of BC* and nothing in their agreement shall fetter that authority. In no case will an arbitrator have the authority to amend or alter this collective agreement.
- (d) Each party to an arbitration pursuant to the terms of the collective agreement must equally share the fees and expenses of the chair of the arbitration board or a single arbitrator, unless the arbitration board allows another person to participate in the hearing in which case the arbitration board may direct that a portion of the fees and expenses of the chair be borne by that person.
- (e) The decision of the arbitrator shall be final and binding subject to such rights as may be available to either party at law to review the award.

ARTICLE 9 - SENIORITY

- 9.01 SENIORITY LIST: - The Company shall at least once every year no later than March 31, post in a conspicuous place on its premises an up-to-date list of all employees covered by this Agreement showing the date when each commenced his employment with the Company. The Company shall forward to the Union a copy of each list on the date of its posting.
- 9.02 PROBATIONARY PERIOD: - Employees shall be considered as on probation until they have completed ninety (90) days of actual service to the Company. If found unsuitable during such period, the employee will not be retained. An employee's release is not subject to the grievance procedure. When the probationary period is completed seniority will commence from the date of hiring.
- 9.03 EMPLOYEE - RE-EMPLOYMENT: - An employee re-entering the employ of the Company after his right to recall has expired shall not be subject to another probation period however, depending on duration of lay-off may be required to re-train or re-qualify on certain equipment. Employees re-entering the employ of the company prior to serving his entire probationary period will be subject to another full probation period. (So if a new-hire is laid off during his probation period due to a down turn of business for example then that employee if recalled from layoff will have to start over with the 90 days of actual service)
- 9.04 LAY-OFFS: - In the event of layoffs, seniority shall be recognized. The principle of last man on, first man off, shall prevail, subject to job classification, qualifications and ability. The Company shall give at least two (2) weeks notice on permanent layoffs and 24 hours notice for temporary lay offs, exclusive of Saturdays, Sundays and General Holidays.

An employee laid off in one classification will be given the opportunity of displacing an employee with less seniority provided the senior employee is trained, qualified and has the capability to perform the job.

Employees who bump to another job will be paid the wage rate for the new position.

Employees who accept a position under this Article shall have the right to reinstatement in their former position when such becomes available. The job, in such instances, shall not be posted and the employee will be reinstated in his former classification.

If lay-offs are to take place out of seniority, the Company will discuss the matter with the Union during the two (2) weeks notice period. If no agreement can be reached, the lay-offs will occur and the matter referred to the grievance procedure.

9.05 SENIORITY RETENTION:

- (a) A laid-off employee shall retain his seniority and recall rights with the Company for twelve (12) months after the date of layoff.
- (b) If a laid-off employee is called back to work with the Company within his right to recall period, there shall be deemed to have been no break in such an employee's continuous service with the Company by reason of such layoff.

9.06 RECALL: - When vacancies occur, the Company shall re-call laid-off employees according to their seniority and the principle of last man off, first man on shall prevail.

The Company shall contact laid-off employees either personally, by registered letter or through the Union Representative at the address or at the telephone numbers supplied by the employee. It shall be the responsibility of the employee to keep the Company and the Union informed of his current address and telephone number even while laid-off.

If an employee has been laid off and has subsequently refused to respond to the Company within three (3) calendar days after being advised to do so or has failed to report to work at the appropriate time after being recalled for work. The employee's status will be viewed as job abandonment. The company may view this sufficient cause for immediate termination. When employees cannot be reached, they will be advised of recall to service by registered mail to their last known address on record with the Company, upon which they will then be allowed a maximum of five (5) calendar days to report for service calculated from the date the notice is mailed. Failure to respond within specified time lines will result in recalled employee being removed from seniority roster without further recourse. It is the employee's responsibility to keep contact information current with the Company.

ARTICLE 10 - VACATIONS

10.01 Employees will receive vacations and be paid for the vacation in accordance with the following Schedule:

<u>YEARS OF CONTINUOUS SERVICE</u>	<u>VACATION PERIOD</u>	<u>VACATION PAY</u>
Less than one year **	1 day for each major fraction of month worked (max. 10 working days)	4%
1 year but less than 4 years	1 day for each major fraction of month worked (max. 15 working days)	6% or 120 hours*
More than 4 years	1 day for each major fraction of month worked (max. 20 working days)	8% or 160 hours*

* Pay at employee's current classified rate, whichever is greater at the time the vacation is taken.

** No vacations will be scheduled in the first year of employment.

10.02 CALENDAR YEAR: - For the purpose of determining a calendar year's employment to qualify an employee for vacations and vacation pay, for which wages are payable in an employee's calendar year, running from anniversary date to anniversary date, he shall be eligible for vacations as above set forth. Note Workers Compensation (W.C.B.) shall be recognized as time worked.

10.03 VACATION PAY ON TERMINATION: - In the event of termination of service with the Company after an employee had his vacation he earned for the previous year, he shall

receive as vacation pay (4%) four percent, (6%), six percent (8%), eight percent. Depending on accrued vacation.

- 10.04 VACATION PAY - STATEMENT OF: - The Company shall furnish the employee with a statement showing the period for which the employee is receiving his or her vacation pay, how the vacation pay was calculated, and shall include all overtime payments, or anything of a monetary value on which the employee has to pay income tax.
- 10.05 VACATION PERIOD: - If an employee so requests, the Company will provide a maximum of two (2) weeks of the employee's vacation time, additional consecutive weeks will be by mutual agreement. If a dispute arises, vacation periods will be allocated on the basis of seniority.
- 10.06 VACATION ENTITLEMENT: - In any year that an employee becomes entitled to an additional vacation upon reaching his anniversary date of employment, he will be entitled to one (1) weeks vacation with pay at that time.
- 10.07 VACATION - ANNIVERSARY DATE AND CUT-OFF DATE: - An employee's anniversary of employment date will govern his attainment of vacation entitlement. His vacation pay and time off will be adjusted from his anniversary date to the cut-off date.
- 10.08 VACATIONS - SCHEDULE CHANGE: - An employee's scheduled vacation period shall not be changed by the Company within the one (1) month period immediately preceding the start of the vacation period without the consent of the employee concerned.
- 10.09 VACATIONS - REQUIREMENT TO TAKE: - Each employee shall be required to take the full annual holiday period that he is entitled to under the provisions of this Agreement.
- 10.10 VACATION ENTITLEMENT - RELATED TO STATUTES: - The entitlements of an employee under this section shall at no time be less beneficial than those he would be entitled to under the provisions of any Government legislation or any orders or regulations made there under.
- 10.11 VACATION ENTITLEMENT:
- Eligibility for vacations shall be maintained, but not accumulated during absence:
- (a) due to temporary illness or non-occupational accident exceeding fifty-two (52) weeks;
 - (b) with authorized leave of absence;
 - (c) due to layoff without recall, for a period not to exceed twelve (12) calendar months.
- 10.12 VACATION PAY ON LAY OFF: - An employee who is laid off per the seniority provisions of this Agreement shall have the right to notify the Company that he wishes to have his vacation pay held back by the Company for a period not to exceed twenty-six (26) weeks. All vacation pay so held by the Company will be paid to the employee if still on lay off on the twenty-seventh week.

ARTICLE 11 - GENERAL HOLIDAYS

11.01 Statutory holidays shall be in accordance with the provisions of the *Labour Relations Code of BC*. 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	B.C. Day
Personal Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day

Personal Day shall be taken as a personal day by mutual consent.

11.02 GENERAL HOLIDAY - SATURDAY AND SUNDAY: - 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 the holiday will be observed on the prior Friday and on a Sunday the holiday will be observed on the following Monday respectively, or on an employee's weekly days off, then the next work day shall be observed as holidays.

11.03 GENERAL HOLIDAY PAY WILL BE PAID: - Without limiting the general application of section 11.01 but subject to the provisions contained herein, General Holiday pay provisions will prevail:

- (a) In order to qualify for Statutory Holidays, employees must have worked at least fifteen (15) of the thirty (30) calendar days immediately preceding the holiday, or employees must have worked on at least two (2) of the seven (7) calendar days immediately preceding the holiday and on one (1) in seven (7) calendar days immediately following the holiday, unless the employee has been discharged for just cause.
- (b) Where an employee is off work due to a death in the immediate family or is acting as a juror or witness as provided elsewhere in this Agreement.

11.04 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 12 - WAGES

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

- 12.02 PAY STATEMENT: - The Company will issue to each employee a separate or detachable itemized statement with each pay showing separately the number of straight time hours worked and the number of overtime hours worked and the respective hourly rates applicable thereon. The statement shall also show the total wages for the pay period and the total deductions there from.
- 12.03 TIME REPORTING: - An employee shall be required **to sign in and out** on Company time, to fill out time slips, service reports and job or work reports daily if the Company so requests.
- 12.04 ACCIDENTS - PAY TO EMPLOYEES: - Employees involved in an accident and injured while on the job to the extent that he cannot continue working for the remainder of the shift, 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, any injuries will be looked after by a doctor of the employee's choice unless directed by a representative of Worksafe BC provided it relates to any compensable injury he has received on the job. He shall be paid for such time off provided a doctor's letter is supplied and he returns to complete the day's work.

ARTICLE 13 - LEAVE OF ABSENCE

13.01 UNION SERVICE:

- (a) The Company shall allow time off work without pay for any employee who is serving on a Union committee for purposes of discussions with the Company, or serving as a Union delegate to any conference or function, provided all requests for time off are reasonable and do not interfere with the proper operation of the business.
- (b) No employee who acts within the scope of this sub-section shall lose his job or suffer retribution for so acting.

13.02 LEAVE OF ABSENCE DUE TO INJURY:

- (a) Work related injury governed by Work Safe BC.
- (b) When any employee suffers a non work related injury or illness which requires his absence, he shall report the fact to the Company as soon as possible, at a minimum of two hours prior to his next assigned starting time, so that adequate replacement may be made if necessary.

13.03 LEAVE OF ABSENCE - APPLICATION FOR: - If an employee desires a leave of absence for reasons other than those referred to in this Section, he must obtain permission, in writing, for the same from the Company, a copy to be supplied to the Union.

ARTICLE 14 - GENERAL PROVISIONS

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

- 14.02 WASHROOM FACILITIES: - Adequate washroom facilities will be provided by the Company and kept in sanitary condition. Employees will cooperate by observing the simple rules of cleanliness.
- 14.03 SAFETY BOOT ALLOWANCE: - Company will set up annual boot replacement program with the vendor of its choice, replacement cost will be allowed up to a maximum cost of \$150.00 per year.
- 14.03 (a) SAFETY CLOTHING: - The Company will provide the following:
- Rubber clothes
 - Rubber boots
 - Goggles
 - Hard hats for job use where required.
 - Reflective safety vest
 - Clear non- prescription safety glasses
- 14.04 PROTECTIVE CLOTHING: - The Company shall supply protective clothing when employees are engaged in duties requiring protective clothing.
- 14.05 COVERALLS: - If needed the company will supply. Employees currently supplied coveralls will continue to receive them.
- 14.06 LUNCH ROOM: - The Company will supply suitably enclosed heated accommodation where employees may have their lunch.
- 14.07 REST PERIODS: - An employee shall be granted two (2) fifteen (15) minute breaks during the course of each shift - one (1) in each half of the shift (as directed by Management). An employee shall be granted a fifteen (15) minute break after each two (2) hours of overtime he works in any day.
- 14.08 CLEAN-UP: - Employees shall be allowed five (5) minutes personal clean-up time each shift, such time to precede the end of the shift.
- 14.09 SHOP STEWARD:
- (a) The Union may elect or appoint a Shop Steward or Shop Stewards to represent the employees and the Union shall notify the Company as to the name or names of such Shop Steward or Shop Stewards. The Company agrees that no Shop Steward shall suffer any retribution, be held to any different work standards, be held to any different production requirements, or be held to any different work rules by reason of holding such office.
 - (b) When the Company for any reason finds it necessary to lay off or terminate a Shop Steward, the Business Representative of the Union shall be notified prior to such termination provided he poses no threat to himself or others.
 - (c) The Shop Steward shall be allowed reasonable time during working hours to resolving disputes and or grievances pertaining to this collective agreement. Any employee being reprimanded by the Company shall have the right to request that the Shop Steward be in attendance.

- (e) The Union has the right to appoint a Negotiating Committee. Employees, to a maximum of two (2) on the committee, shall be allowed time to serve on committee without pay so long as it does not interfere with company operations.

14.10 SUB-CONTRACTING:

- (a) No employee shall be laid off or lose hours from his regular shift cycle as a result of subcontracting.
- (b) Sub-contracting is allowed during peak periods to supplement work forces, for operations where employees are not trained or qualified to perform, for operations of specialized equipment not owned by the Company, and/or for vacation, sick, or disability relief.
- (c) Work that is not normally performed by bargaining unit employees may be sub-contracted. The Company will consult with the Union a minimum of thirty (30) days prior to subcontracting wherever possible except as provided in (b) above. Such consultation shall be for the purpose for determining the effects of such work.

14.11 NOTICE BOARD:

- (a) A notice board shall be provided for the posting of all official Union notices exclusively, and will not be used for the purpose of disseminating political information. The Company reserves the right to removal of material offensive to the Company.
- (b) The following information shall be kept in a central location, readily accessible to the Shop Steward:
 - 1. Seniority List;
 - 2. Copy of the Agreement;
 - 3. Pension and Benefits Plan Provisions;
 - 4. Safety Committee Minutes and Recommendations.

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

14.12 SEVERANCE PAY: Use BC Employment Standards Act, Part 8 – Termination of employment, section 63-71.

14.13 BEREAVEMENT PAY: - Use BC Employment Standards Act, Part 6 – Leaves and Jury Duty, sections 55-56.

14.14 JURY DUTY: Use BC Employment Standards Act, Part 6 – Leaves and Jury Duty sections 55-56.

14.15 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.

14.16 EDUCATION FOR UPGRADING: - Upon request and mutual agreement, the Company agrees to the reimbursement of fees to an employee where he is improving or upgrading himself in his line of work on successful completion of the course. The cost of Tradesmen Qualification Examinations will also be borne by the Company. The company shall surrender all certificates earned by employees for the purpose of complying with any request for proof of certification.

14.17 TRAINING: - Training shall be paid for by the Employer and offered to all Employees upon completion of their probation period, (90) ninety days of actual service to the company. Employees are obligated to become trained and qualified on all systems and to maintain current certifications as a condition of employment.

ARTICLE 15 - TECHNOLOGICAL OR PROCEDURE CHANGES

15.01 In the event the Company introduces a new piece of equipment in its operations that requires an employee to operate said piece of equipment, the Company will give consideration to operate this new piece of equipment, given the expertise is not outside the skill set of the employee.

The parties agree to utilize Section 54 of the Labour Relations Code.

ARTICLE 16 - JOB POSTING

16.01 PROMOTION: - When new jobs are available, wherever possible, the Company may if they are qualified promote employees to a better paying job, seniority, qualifications and ability to be considered.

16.02 JOB POSTING:

- (a) In the event that a new job is created or a vacancy occurs or new equipment is installed in the operation, the Company shall post a notice on the bulletin board notifying that a vacancy exists in a particular job.
- (b) Employees desiring such job shall then apply, in writing, within seven (7) days of such posting, except that employees on vacation or out of town on work for the Company at such time shall have the privilege of applying when they return. The senior employee applying who has the ability to do the job, subject to the Technological or Procedure Changes Article of this Agreement, shall receive such job.

16.03 NEW JOB CLASSIFICATION:

- (a) When a new job classification is introduced which is not included in the list of classifications in Appendix "A" 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 use the grievance process outline in article 7 of his agreement.

ARTICLE 17 - BENEFITS

- 17.01 The current group benefits in place with Great West Life will be continued for all bargaining unit members at no cost.
- 17.02 The Company will contribute 2.5% of base wages to the Company RRSP on behalf of bargaining unit employees.

ARTICLE 18 - PREGNANCY, PARENTAL, FAMILY CARE, COMPASSIONATE CARE, RESERVIST LEAVE

BC Employment Standards Act Part 6 - Leaves and Jury Duty sections 50-52.

ARTICLE 19 - ANNUAL SAFETY REVIEW

A joint Union-management Safety Review will occur on an annual basis.

ARTICLE 20 - SAVINGS CLAUSE

- 20.01 Nothing herein contained shall preclude higher wages being paid to employees of special ability.
- 20.02 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.
- 20.03 In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the Grievance Procedure.

ARTICLE 21 - DURATION

The term of the agreement shall be three (3) years from October 3, 2011 to October 2, 2014.

Signed this _____ day of _____, 2011.

CN WORLDWIDE DISTRIBUTION SERVICES
(CANADA) INC. (IBS INTERNATIONAL BULK
SERVICES OF CANADA)

INTERNATIONAL UNION OF OPERATING
ENGINEERS LOCAL 115

SCHEDULE A

	Oct. 3, 2011	Oct. 3, 2012	Oct. 3, 2013
Working Supervisor	\$20.00	\$20.40	\$20.81
36 + months	\$19.00	\$19.38	\$19.77
12 - 36 months	\$18.50	\$18.87	\$19.25
0 - 12 months	\$16.00	\$16.32	\$16.65

Lead-hand and/or working Foreman will receive \$0.75 per hour premium for hours worked in that position. Upon return to regular classification employees will receive pay for applicable classification they would hold. The \$0.75 per hour premium does not apply to Working Supervisors.

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