

POWER EARTH MANAGEMENT

COLLECTIVE AGREEMENT

November 16, 2013 – November 15, 2016

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AGREEMENT

THIS AGREEMENT entered into this 15th day of November, 2013.

BETWEEN:

POWER EARTH MANAGEMENT

(hereinafter called the "Company" and sometimes referred to as the "Employer")

PARTY OF THE FIRST PART;

AND:

**LOCAL UNION 258 OF THE INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS**

(hereinafter called the "Union" and sometimes referred to as the "Local Union")

PARTY OF THE SECOND PART;

WHEREAS the Employer and the Local Union wish to create and maintain continuing harmonious labour/management relations, therefore, in pursuance thereof, the Employer and the Union wish to make a common Collective Agreement; and

WHEREAS the Employer and the Union have carried on collective bargaining, and the Employer and the Union are prepared to enter into a common Collective Agreement upon the terms and conditions contained herein; and

WHEREAS it is recognized that the Agreement is a contract between parties of equal status; now

THEREFORE BE IT RESOLVED, subject to applicable legislation, the parties mutually agree as follows:

**ARTICLE 1 - EFFECTIVE DATE, TERMINATION, AMENDMENTS AND
SUBSTITUTIONS**

Article 1.01 - Effective Date and Termination

This Agreement shall be in full force and effect from and including November 16, 2013 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 November 15, 2016 or immediately preceding the anniversary date in any year thereafter, by written notice to the other party to 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.

Article 1.02 - Labour Relations Code of B.C.

The operation of Section 50 (2) and (3) of the Labour Relations Code of B.C. is hereby excluded.

Article 1.03 - Legislative Changes, Amendments and Substitutions

Should any provision of this Agreement be declared illegal by any court of competent jurisdiction such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect and the Parties shall thereupon seek to negotiate substitute provisions which are in conformity with the applicable laws.

Article 1.04 - Past Terms and Conditions

No employee shall suffer a reduction of wages or less favourable conditions as a result of this Agreement.

Article 1.05 - Introduction of New Classifications

In the event the Company decides to introduce or the Union considers the Company has introduced a new classification of work, or changes the job content of any existing classification, properly coming within the jurisdiction of the Union, but not now provided for in this wage structure, the Company and the Union shall enter into negotiations for the necessary classification of work and shall agree on the wage scale applicable thereto. The effective date of such wage rate shall be the date the work first began.

The Company will give the Union thirty (30) days written notice of any new classification or changes to existing classifications and these changes shall be resolved within fifty (50) working days from the time of written notice to enter into negotiations unless mutually extended. Failing that, the matter will be resolved under the provisions of Article 4.04. New classifications shall not be put into effect until the above has been observed. Such classification shall then become part of the Agreement. The Company undertakes to provide to each employee, a copy of his or her job description.

Article 1.06 - Amendments

Any of the conditions in this Agreement may be amended at any time if both Parties agree such amendment is desirable.

ARTICLE 2 - UNION RECOGNITION, MANAGEMENT RIGHTS

Article 2.01 - Union Recognition - Certification

This Agreement shall cover all employees employed by the Employer coming under the jurisdiction of the Union as specified in the "Certification".

Article 2.02 - Union Recognition - Membership

- (a) The Company agrees that all employees coming within the jurisdiction of the Union, as a condition of employment shall apply for membership in the Union upon the date of hire and shall sign a Dues Authorization Card.
- (b) All employees shall remain members in good standing throughout the life of the Agreement as a condition of employment.

Article 2.03 - Initiation Fees and Union Dues Checkoff

The Employer will deduct regular monthly Union Dues and assessments from each employee's pay and remit same to the Union upon receiving written authorization from the employee. Such money shall be paid to the Union by the fifteenth (15th) day of the month following the month in which deductions were made by the Employer. Cheques may be post-dated the fifteenth (15th) day of the month.

The Employer shall deduct Union Dues and remit same to the Union and employees concerned shall be so notified.

Article 2.04 - Management Rights

- (a) The Union acknowledges that the management and the operation of, and the direction and promotion of the working forces is vested exclusively in the Company, subject to the terms of this Agreement.
- (b) Without limiting paragraph (a) above, the Company shall have the right to select its employees, hire in accordance with the terms of this Collective Agreement, layoff, classify new employees, transfer, promote, demote or discipline them provided that a claim of discrimination against any employee, or misinterpretation of this Agreement, may be subject to a grievance and dealt with as hereinafter provided.

Article 2.05 - Strike/Lockouts/Legal Picket Lines

- (a) The Parties hereto agree that there shall be no lockout, strikes, slow-down or any other stoppage of or interference with work which would cause any interruption in production.

- (b) It is agreed that no part of this Agreement is to be interpreted as requiring members of the Union to work behind recognized legal picket lines where strike, lockout or other conditions detrimental to the interest of the Local Union prevail.

Article 2.06 - Union Representative

A Union Representative may, with the permission of the Company, have access to that portion of the Company's premises where Union members are employed. Such permission shall not be unreasonably withheld.

Article 2.07 - No Discrimination

No Shop Steward, Committee or employee shall be discriminated against, intimidated or jeopardized in standing or suffer any loss of employment on account of membership in or legitimate activities on behalf of the Union. The employees and the Union will not engage in any Union activity on the premises during working hours without permission of the Company, such permission not to be unreasonably withheld.

Article 2.08 - New Hires

The Employer will advise the Union Dispatcher of all required vacancies, including location, conditions and of any auxiliary skills that may be required. The Union undertakes to supply only qualified personnel. And the Employer further agrees that all such work performed for, or at the insistence of the Employer, by contractors, sub-contractors, and/or third parties shall be performed by members in good standing of the Union. After a period of forty-eight (48) hours excluding weekends and Statutory Holidays, should the Union be unable to fill the Employer's request for employees, the Union and the Employer will undertake joint recruiting. All employees shall be in receipt of a clearance from the Union before commencing work.

Notwithstanding the above, and subject to clearance from the Union, which will not be unreasonably withheld, owner operators may be employed. The employees will be under the direct supervision of a Foreman or Sub-Foreman. There will be no loss of work or jurisdiction to the Union as a result.

ARTICLE 3 - SHOP STEWARDS

Article 3.01 - Shop Stewards

The Company will recognize Shop Stewards who shall be selected by the Business Manager as the representative of the Union and recognizes that the power of appointment and removal thereof is solely vested in the Union.

Article 3.02

The Union will advise the Company of the identity of all Stewards and will also give notice of any new appointment or removal thereof. Stewards shall request permission of management to leave the job to attend to union business. Such permission is not to be unreasonably withheld.

Article 3.03

The Chief Shop Steward shall be given senior seniority if qualified to do the work. This applies to layoffs only.

ARTICLE 4 - GRIEVANCE PROCEDURE AND ARBITRATION

Article 4.01 - Definition

A grievance shall be defined as any dispute or controversy between the Company and the Union, or between the Company and one or more of its employees covered by this Agreement in respect to any matters involving the interpretation, application or administration of any provision of this Agreement, any matter involving the alleged violation of this Agreement or any question as to whether any matter is grievable or arbitrable. Time limits referred to in this Article may be extended by mutual agreement between the parties.

Article 4.02 - Grievance Steps

Step 1

The Union or employee having a grievance shall first make an earnest effort to resolve the problem by discussing it with the immediate supervisor, in the presence of a Shop Steward, within five (5) working days of becoming aware of the grievance.

Step 2

If a satisfactory solution is not reached in Step 1 within five (5) working days, the grievor, with the assistance of his/her Shop Steward, will submit the grievance in writing to the Business Manager of the Union who will take the matter up with the appropriate Company Official within ten (10) working days of the Company's reply in Step 1. If agreement is not reached within a further ten (10) working days, the matter may be referred to Arbitration as provided in Article 4.05.

Article 4.03 - Discharge/Discipline Grievance

- (a) If an employee believes they have been unjustly disciplined, or discharged, the matter will be taken up as a special grievance at Step 2 of the Grievance Procedure, within five (5) working days of the discipline or discharge.
- (b) The Shop Steward will be informed of any formal reports made on employees that may result in disciplinary action.
- (c) An employee shall be accompanied by their Steward in any disciplinary interview if desired by the employee.

Article 4.04 - Union/Company Grievance

The Employer or the Union may raise a grievance by way of informal discussion or by setting the grievance out in writing and presenting it within ten (10) working days after becoming aware of the occurrence of the alleged grievance. If the Parties are unable to resolve the matter within five (5) working days from the time the grievance was initiated, the grievance may be referred to Arbitration.

Article 4.05 - Arbitration

Any question of interpretation or any dispute arising out of this Agreement which cannot be settled by the Union and the Company shall be determined by Arbitration. The process to be used will be agreed to by the parties in accordance with one of the provisions provided for in the Labour Relations Code of B.C. Each party shall bear its own costs of arbitration and one-half the cost of any chairperson.

Article 4.06 - Jurisdiction Disputes

All disputes arising as to matters of jurisdiction shall be referred to the International President of the Union.

ARTICLE 5 - SENIORITY

Article 5.01 - Definition

Seniority is defined as an employee's accumulated service with the Employer from the initial date of hiring and will be the major consideration in determining the order of dispatch, subject to the ability to perform the required work.

Where employees have been dispatched to a job site and there is a reduction in the number of employees required, the remaining work will be performed by the most senior qualified employee among those already dispatched to that job. The Union recognized that in some instances the seniority list could be circumvented by a contractor name requesting a specific person.

Seniority lists will be kept up to date by the Company and will be made available to the Union upon request.

The Employer may find it necessary to move an employee to another job, however, the employee will be returned to their original position as soon possible. When a job ceases for than fourteen (14) days, it will be considered a new job.

Employees absent due to WCB, vacation or personal injury will be returned to the job they left from, if that job still exists. When employees request a removal from a job they will lose their call back.

Any employee who is consistently unavailable or who unreasonably refused three (3) calls from the Employer in a thirty (30) day period shall be placed at the bottom of the dispatch list for a sixty (60) day period.

Article 5.02

New employees will be required to complete an initial probationary period of not more than an accumulation of three (3) months to determine their suitability for continuing employment. During this period they may be discharged for reasons of proven unsuitable conducts, insufficient experience or incompetence. The aforementioned shall not be applicable to former employees of the Employer who have completed a probationary period. The Employer may request the Union to agree to an extension of the probationary period.

Article 5.03

If any employee is assigned to work in a classification at a rate superior to their own, they shall be paid at the closest step of the higher rate for all time worked in excess of thirty (30) minutes.

If any employee is assigned to work in a classification at a rate inferior to their own, they shall be paid the rate for the temporary position until work in their regular classification becomes available. See wage appendix for truck staffing limits and exception.

Article 5.04 – Loss of Seniority

An employee will lose his/her seniority and will be deemed to be terminated under the following circumstances:

- (a) terminated for just cause;
- (b) voluntarily terminates employment;
- (c) fails to return from Leave of Absence without notifying and/or getting an extension from the Employer;
- (d) performs no work in a six (6) month period;
- (e) fails to qualify during the probationary period;
- (f) accepting other employment during leave of absence.

Article 5.05 – Layoff and Recall

When there is a reduction in the workforce, the most junior employee(s) in the job classification being reduced shall be laid off first. However, prior to layoff an employee who either has worked in another active job classification or is able to perform other available work, has the right to displace a more junior employee in these classifications, resulting in the most junior employee(s) being laid off.

Recalls shall be conducted in reverse order of the process by which layoffs are affected.

Article 5.06 - Maintain and/or Accumulate Seniority

An employee shall maintain and/or accumulate seniority under the following conditions:

- (a) During a layoff an employee shall maintain and accumulate seniority for a period not to exceed twenty four (24) months. It is the employee's responsibility to keep the Company informed of any change in their address or phone number.
- (b) Accident and Sickness

During an absence due to accident or sickness, an employee shall maintain and accumulate seniority for a period not to exceed twenty-four (24) months. Upon return from such absence, employees shall be returned to the classification held at the time of absence, or to one of equal rating, provided they are capable of performing former duties and provided the Company has received an acceptable reason for and/or authorized the absence. It shall be the duty of each employee to notify the Company of the reason for absence, to furnish evidence to support the absence and to keep the Company informed of the anticipated date of return to duty.

(c) Leave of Absence

During authorized leaves of absence, an employee shall maintain and accumulate seniority.

Article 5.07 - Severance Pay

An employee who is terminated as a direct result of a closure of the whole or part of the Company's operation shall be entitled to severance pay in accordance with the Employment Standards Act, this will be in addition to Article 5.05.

ARTICLE 6 - HOURS OF WORK AND OVERTIME

Article 6.01 - Hours of Work/Work Week

The hours of work for day shift shall be eight (8) hours per day forty (40) hours per week. The work week will be Monday to Friday. In some cases the work week may be scheduled as a Tuesday to Saturday shift or Sunday to Thursday shift, etc.

Hydrovac operators/labourers will be paid 1 hour in addition to their hours billed for travel to the job and daily truck maintenance.

Piece rates will be excluded.

Article 6.02 - Overtime

All hours worked in excess of those provided for in Article 6.01 shall be considered overtime and shall be paid at time and a half (150%) of the straight-time wage rate for the first three (3) hours immediately after the regular shift.

Overtime will be divided on a fair and equitable basis. A list of all employees with their overtime hours will be made available and kept up to date by the employer.

All other overtime hours worked, including time worked on Sundays and Statutory Holidays shall be paid at double time (200%) of the straight time wage rate.

Piece rates will be excluded.

Article 6.03 - Call Out

The minimum amount of pay for any call out shall be the proper amount of two (2) hours at applicable rates as per 6.01. Employees shall be paid from they leave the employers yard to when they return to the employers yard.

Article 6.04 - Lunch Period and Coffee Breaks

Wherever possible the Company agrees to grant all employees covered by this Agreement, two (2) fifteen (15) minute rest periods each day, one in the morning and one in the afternoon.

ARTICLE 7 - HEALTH AND SAFETY

Article 7.01 - Safety Rules

Both the employer and the Union hereby declare their intent to conduct a safe operation. Working practices shall be governed by the regulations of the province of British Columbia.

Article 7.02 - Harassment Free Workplace

It is the intent of the parties to provide a respectful work place for all employees. No employee will be subjected to any form of harassment, discrimination or intimidation. All employees are to be treated with respect and dignity by the employer, employees of the employer and clients of the employer. Any disregard to this Article will not be tolerated in the work place and will result in a requirement for education and/or discipline.

Article 7.03 - On-the-Job Injury

- (a) If an employee is injured to such an extent that they are obliged to cease work, their wages will continue for the balance of the day on which they are injured.
- (b) The Company shall furnish adequate emergency transportation to and from the nearest suitable doctor or hospital for any employee injured or who has become seriously ill while on the Company's premises.

Article 7.04 - Protective Clothing and Tools

Protective safety equipment as defined by the WCB will be provided to all employees requiring such. Protective clothing will be supplied to employees whose duties are particularly hard on clothing to be defined and mutually agreed upon by the Union Representative and the Company. PPE including vest, coveralls, safety glasses and gloves are to be replaced only when worn out or broken. Article to be replaced but be returned for replacement or exchange.

The employer agrees to pay fifty percent (50%) of the cost of WCB approved safety footwear for each employee who has completed one (1) year of continuous service and annually thereafter, to a maximum of \$100. The employer will require the employee to provide a receipt.

Tools and equipment provided for use by employees will only be replaced or exchanged if the broken or work equipment is returned for replacement. Tools and equipment remain the property of the employer and will not be used by the employee for any purpose other than working for the employer.

ARTICLE 8 - LEAVES OF ABSENCE

Article 8.01 - Leave of Absence - Union

- (a) The Company, upon receiving four (4) weeks' notice in writing from the Business Manager or delegate of the Union, agrees to grant a leave of absence without pay to not more than one (1) employee for full-time service in the Union. Such leave of absence is not to exceed thirty-seven (37) months at a time, unless there is mutual agreement to an extension. Employees will be automatically terminated if they accept other employment during this leave.
- (b) The Company, upon receiving two (2) weeks' notice in writing from the Business Manager or delegate of the Union, agrees to grant leave of absence without pay to Union Stewards or Representatives of the members for the purpose of attending to Union business. Such leaves of absence shall not exceed two (2) weeks' duration, nor shall they exceed two (2) members at any one time unless otherwise mutually agreed. Employees will be automatically terminated if they accept other employment during this leave.

Article 8.02 - Leave of Absence - Personal

Subject to staffing requirements and following one (1) year of employment, the employer may grant an employee a leave of absence without pay, not to exceed three (3) calendar months duration. Employees will be automatically terminated if they accept other employment during this leave. Employees will maintain and accumulate seniority during leave.

Article 8.03 - Bereavement Pay

In the case of a death in the immediate family of an employee, the Company will grant to the employee, two (2) days leave of absence with pay at the employee's regular hourly rate of pay. Immediate family shall mean: Spouse, Common Law Spouse, Spousal Equivalent (as defined in law), Father, Mother, Legal Guardian, Son, Daughter, Brother and Sister.

ARTICLE 9 - HEALTH AND WELFARE

See Appendix "C"

50% share of employer provided benefits after completed three(3) months' probation.

ARTICLE 10 - ANNUAL VACATIONS

An annual holiday shall be granted and shall be taken in each and every year.

10.01

Payment for annual vacations shall be four percent (4%) of gross earnings, six percent (6%) after five (5) years of continuous service and eight percent (8%) after sixteen (16) years of continuous service at the prevailing rate for all employees. Annual Vacation funds may be paid with an employee's bi-weekly earnings each pay period. Where agreed, Article 8.3 shall not apply.

Employees on record as of the date of signing this Collective Agreement shall not receive less than their current entitlements.

10.02

Calculation of gross earnings shall include all paid annual vacation and Statutory Holidays that occur during the entitlement period.

10.03

Each employee will be required to give at least two (2) weeks' notice in advance of the time at which he wishes to begin his vacation. When employees are working away from their headquarters and are going on holidays, they shall receive travelling time and expenses to and from their headquarters before and after annual vacations.

10.04

When calculating total service for the purpose of determining vacation entitlement under this Agreement, all time lost through sickness or accident in any one calendar year shall be counted as time worked.

10.05

Employees who are laid off solely for the reason of lack of work who return to work with the Employer within two (2) years will retain the same status with respect to vacation entitlement upon return as that which they held at the time of layoff.

ARTICLE 11 - GENERAL HOLIDAYS

Statutory Holidays shall be:

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

and any other day declared as such by the provincial or federal governments.

11.02

Statutory Holidays as stated above which are worked shall be paid for at double time (200%) for all hours worked in addition to the regular Statutory holiday pay, with the exception of Easter Monday. Hours worked on Easter Monday will be paid at straight time rate for the first eight (8) hours, overtime rates apply thereafter.

11.03

Statutory Holiday pay for an employee working under this Agreement shall be paid in the following manner. In addition to an employee's total earnings, the Employer shall set aside four point eight percent (4.8%) for each hour paid to the employee (overtime hour, considered one (1) hour) and post it to the employee's credit as a holiday fund. To be paid out on every cheque.

11.04

When employees who are working in isolated locations request, with the approval of the Local Union, and such request is agreed to by the Employer, any of the Statutory Holidays listed in 9.1 above which fall on a Tuesday, Wednesday or Thursday may be taken off either the preceding Monday or following Friday.

11.05

Statutory Holiday funds will be paid with an employee's bi-weekly earnings, each pay period.

11.06

If a Statutory Holiday falls on a Saturday or Sunday, the preceding Friday or following Monday shall be observed.

ARTICLE 12 - PAYMENT OF WAGES AND PREMIUMS

Article 12.01 - First Aid Premiums

Employees designated as First Aid Attendants shall receive the following payments in addition to their regular wage.

Level III - Certificate \$1.00 per hour.

Level II - Certificate \$0.75 per hour.

Level I - Certificate \$0.25 per hour.

Article 12.02 - Travel Expense

The employer will be required to pay the cost of ferry and/or toll when they direct an employee to travel through tolls or on ferries during the course of normal business activities.

Article 12.03

Wages shall be paid every second Friday. Automatic banking of pay cheques is mandatory.

Article 12.04

Wages shall be paid in accordance with the rates of pay as listed in Appendix "A", appended hereto.

IN WITNESS WHEREOF, each of the parties hereto have caused this Agreement to be signed by duly authorized representatives on this ____ day of _____, 2013.

SIGNED ON BEHALF OF THE COMPANY
Power Earth Management

SIGNED ON BEHALF OF THE UNION
Local Union 258 of the International
Brotherhood of Electrical Workers

Phil Jackman,
President

Douglas S. McKay
Business Manager and
Financial Secretary



APPENDIX "A"

Wage Rates

	Nov 16, 2013	Nov 16, 2014	Nov 16, 2015
Labourer 1	18.75	19.13	19.51
Labourer 2	21.25	21.68	22.11
Operator 1	25.00	25.50	26.01
Operator 2	30.00	30.60	31.21

Alfred Dennis and Ionel Huiban will be red circled at \$20.50 per hour until a negotiated rate exceeds this rate.

Option for "piece work" if mutually agreed upon by the company and the employee.

Piece rate for Labourer 1 and Labourer 2:

Any hole not completed with acceptable reason will be paid a proportionate rate for the hole size that was intended to be completed ie: 3 ft of a 6.5 ft hole will get (3/6.5 X\$130.00) paid:

5.0 ft hole	\$87.50
5.5 ft hole	\$96.25
6.0 ft hole	\$105.00
6.5 ft hole	\$130.00
7.0 ft hole	\$140.00
7.5 ft hole	\$150.00
Plate anchors	\$150.00 complete and backfilled
Rock excavation	\$125.00/ft
Easement digs	\$20/hole
Break out concrete	\$30.00/hole
Break out asphalt	\$8.00/hole

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APPENDIX “B”

Job Descriptions

Labourer 1 – Digging of holes, manual labour, operating trucks (non-hydrovac) deliveries and assorted manual labour tasks.

Labourer 2 – Same as Labourer 1 but includes training on and operating a Vacuum Excavator. Employee to move to Operator I upon qualification and requires a minimum of seven hundred and fifty (750) hours of hands-on experience and is at the Employers’ discretion. Class 3 driver’s license mandatory to qualify as Labourer 2. Employee moves to Labourer 2 only at the Employers’ discretion. .

Operator 1 – Same as Labourer 2 but can operate a Hydro Excavator truck alone and has a minimum of seven hundred and fifty (750) hours of training or prior experience. Not proficient on all aspects of Hydro Excavating. Employee moves to Operator 1 only at the Employers’ discretion.

Operator 2 – Same as Operator 1 but is proficient in all aspects of Hydro Excavating and flushing. Dispatching of crews and crew organizing. Employee moves to Operator 2 only at the Employers discretion.

Note: When an Operator agrees to work as a Labourer due to a shortage of Operator work, that Operator will be paid at a Labourer 2 rate of pay. See Article 5.03.

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APPENDIX “C”

HEALTH AND WELFARE

- (a) Employees will be eligible for benefits after completion of their probation period.
- (b) Effective date of ratification of this agreement all benefit premiums for will be paid on a 50/50 cost share basis.
- (c)
 - i Life Insurance of \$50,000.00.
 - ii Dental: Ninety percent (90%) of basic dental. Sixty percent (60%) of major dental. Combined two thousand dollars (\$2,000.00) maximum per person per year.
 - iii Extended Health at Ninety Percent (90%) coverage with Drug Card.
 - Iv Vision Care: \$250.00 every twenty-four (24) months.

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