

# MASTER AGREEMENT

THIS AGREEMENT entered into this 20<sup>th</sup> day of JANUARY, A.D. 2014.

BETWEEN:

**Peter Ross (2008) Ltd.**

(Hereinafter known as the "COMPANY")

OF THE FIRST PART,

AND:

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,  
ALLIED INDUSTRIAL AND SERVICE WORKERS' INTERNATIONAL UNION  
(UNITED STEELWORKERS )  
(ON BEHALF OF LOCAL UNION 2009)**

(Hereinafter known as the "UNION")

OF THE SECOND PART.

## **PREAMBLE:**

The purpose of this Agreement is to secure for the Company, the Union and the employees the full benefits of orderly and legal collective bargaining, and to ensure to the utmost extent possible the safety and physical welfare of the employees, economy of operation, quality and quantity of output, and protection of property. It is recognized by this Agreement to be the duty of the Company and the Union and the employees to co-operate fully, individually and collectively, for the advancement of said conditions.

The Company and the Union agree to abide by the terms set out in this Agreement. The Union further agrees that it will at all times instruct its members to act in accordance with the terms contained in this Agreement. The Company agrees, in the exercise of the functions of Management, that the provisions of this Agreement will be carried out.

Wherever a masculine reference is used in this Agreement it shall be deemed to include the equivalent feminine reference.

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## ARTICLE I – BARGAINING AGENCY

### Section 1: Recognition

- (a) The Company recognizes the Union as the sole collective bargaining agency of the employees of the Company except confidential employees, office employees and those employees with the authority to hire or discharge, unless ordered by due process of law to recognize some other bargaining authority
- (b) It is agreed that when a dispute arises as to whether or not a person is an employee within the bargaining unit it shall be subject to grievance procedure .
- (c) The Union agrees to issue a withdrawal card to employees transferred from the bargaining unit to a job outside the bargaining unit providing that no dispute arises within the meaning of Clause (b) herein.

### Section 2: Meetings

The Company and the Union will meet at such time and place as may be mutually agreed upon for the purpose of discussing working conditions and adjusting any matters within the confines of this Agreement. The Company will pay the employees regular wages and benefits while attending any such meetings.

### Section 3: Access to Operation / Bulletin Boards

Official Union representatives shall obtain access to the Company's operations for the purpose of this Agreement by written permission and or phone call which will be granted by the Company on request and subject to such reasonable terms and conditions as may be laid down by the Company. The Company will furnish the Union with 1 bulletin board for union postings and information.

## ARTICLE II – EMPLOYER'S RIGHTS

### Section 1: Management and Direction

The management and the operation of, and the direction and promotion of the working forces is vested exclusively in the Management; provided, however, that this will not be used for purposes of discrimination against employees.

The Union acknowledges that it is the exclusive function of the company to:

- (a) maintain order and efficiency;
- (b) hire, direct, classify, transfer, lay – off and recall employees;
- (c) discharge, suspend or otherwise discipline employees, provided that such discharge, suspension or discipline is for just cause;

- (d) make and enforce and alter from time to time reasonable rules and regulations to be observed by the employees;
- (e) determine the nature and kind of business conducted by the employer, the kinds and locations of equipment and materials to be used, the control of materials and parts, methods and techniques of work, the schedules of work, number of personnel to be employed, the extension, limitation, curtailment or cessation of operations, and to determine all other functions and prerogatives herein before vested in and exercised by the Employer, which shall remain solely with the employer except as specifically limited by the express provisions of this agreement.

## Section 2: Hiring and Discipline

The Company shall have the right to select its employees and to discipline or discharge them for proper cause.

## ARTICLE III – UNION SECURITY

### Section 1: Membership

The Company agrees that all employees covered under this Agreement, and all new employees hired subsequent to the effective date of this Agreement shall, as a condition of their hiring or continued employment:

- a) authorize the Company in writing to deduct Union dues from their pay. The Union will provide a *Check-off Authorization* to the Company for this purpose, the “copy” portion of which is to be mailed by the Company to the servicing staff office of the United Steelworkers at #202 – 9292 – 200<sup>th</sup> Street, Langley, B.C. V1M 3A6.
- b) become members of the Union within thirty (30) days from their effective date of hire, and remain members of the Union in good standing.
- c) complete and sign a Union Death Benefit card provided by the Union to the Company for such purpose, which will be mailed to the servicing staff office with the Union portion of the Check-off Authorization as per Article III (a).

### Section 2:

- a) The Company shall deduct from the pay of each member of the bargaining unit, an amount equivalent to the monthly dues, fees and assessments prescribed by the International Constitution of the United Steelworkers and the Local Union By-laws. Initiation fees for local 2009 will be forwarded to the Local Union Office and the Local Union will provide details to the Company on the remittance.
- b) The Union will give reasonable notice to the Company of any changes in Union dues, fees or other amounts which the Company is required to deduct. All changes will coincide with the beginning of the Company's next pay period.
- c) No later than ten (10) days following the last dues deduction of the month, the dues so deducted shall be made payable and remitted to:

International Secretary-Treasurer  
United Steelworkers  
P.O. Box 9083  
Commerce Court Postal Station  
Toronto, Ontario  
M5L 1K1

- d) The monthly remittance shall be accompanied by a completed **USW R115** (a summary of the dues calculations made for the month, each month), as well as a statement showing the names of each employee from whose pay deductions have been made and the total deducted for the month. Such statements shall also list the names of the employees from whom no deductions have been made and the reason why, ie WorkSafe B.C., W.I., laid off, etc.
- e) A duplicate R115 Form and employee deduction statement as in (d) above shall be forwarded by facsimile or e-mail to:  

United Steelworkers, Local 2009  
Attn: Financial Secretary @604-513-1851
- f) The Company agrees to print the amount of total deductions paid by each employee for the previous calendar year on their annual statement of Remuneration (T4 Slip).
- g) The Union agreed to indemnify and save the Company harmless against all claims or other forms of liability that may arise out of, or by reason of deductions made or payments in accordance with this Article.

**Section 3:** The Company agrees that all present and future employees covered by this agreement, as a condition of continued employment, shall sign a check-off card authorizing the company to implement the provisions of section 2 hereof, and the Union agrees to indemnify the Company and hold it harmless against any claim which may arise in complying with the provisions of Article III.

**Section 4:** Union members are to be supplied with Union deduction totals for income tax purposes. The Company agrees to show on employees' "T4" slips the total Union deductions for the previous taxation year.

**Section 5:** The Parties agree that the Company shall deduct from an employee's wages and shall remit to the appropriate employee benefit plan, the employee's contribution which is specified in any benefit plan agreed to by the parties in this Agreement.

## ARTICLE IV – SHOP COMMITTEE

### Section 1: Definition

For the purpose of this Agreement when the term "Shop Committee" is used, it shall mean Shop, Plant Committee, members of which are appointed by the Union. The Union may appoint up to four (4) employees.

**Section 2: Notification**

The Union will, within sixty (60) days from the date of this Agreement, notify the Company in writing of the members of the Shop Committee. The Union or Shop Committee will inform the Company in writing when any member change takes place on the said Committee. No member of the Shop Committee will be recognized by the Company unless the above procedure is carried out.

**Section 3: Exceptions**

The provisions of Sections 1 and 2 will not apply in reference to:

- (a) Article XIV - Accident Prevention Committee, where the members are designated according to the provisions of the *Workers Compensation Act*.

**ARTICLE V – HOURS OF WORK****Section 1: Hours and Overtime**

- (a) The regular hours of work in the operation shall be eight (8) hours per day and forty (40) hours per week operating between Sunday to Saturday with rate and one-half for any hours worked over eight (8) hours per day and forty (40) hours per week, except as provided in (b) below.
- (b) Double straight-time rates shall be paid for the following:
  - (i) Hours worked in excess of twelve (12) hours per day;
- (c) Averaging formula
  - 1. The parties agree that work can be averaged at 80 hours over a two (2) week period; 160 hours over a four (4) week period. The employee has five (5) days to file (maximum thirty (30) days previous If averaging over four [4] weeks and the employee has a dispute over overtime payments under averaging program.
  - 2. When averaging is in effect Saturday and Sunday will be considered regular days of work.
- (d) An Averaging Agreement under subsection (c) is not valid unless
  - (a) the Agreement
    - (i) is in writing
    - (ii) is signed by the employer and the employee before the start date provided by the Agreement
    - (iii) specifies the number of weeks over which the Agreement applies
    - (iv) specifies the work schedule for each day covered by the agreement

(v) specifies the number of times, if any, that the Agreement may be repeated, and

(vi) provides the start date and an expiry date for the period specified in subparagraph (iii).

(b) The schedule in the Agreement under paragraph (a) (iv) is in compliance with subsection (3), and

(c) the employee receives a copy of the Agreement before the start date on which the period specified in the Agreement begins.

3. A work schedule in an Agreement under this section must not provide for more than the following hours of work for an employee:

(a) 40 hours, if the agreement specifies week under section (2)(a)(iii)

(b) average 40 hours per week, if the agreement specifies more than one week period under section (2)(a)(iii)

4. An Employer under this section who requires, or directly or indirectly allows, an employee to work more than 12 hours a day, at any time during the period specified in the agreement must pay the employee double the employee's regular wage for the time over 12 hours.

5. An Employer under this section who requires, or either directly or indirectly allows, an employee to work more than an average of 40 hours a week with the period specified in the agreement must pay the employee 1 ½ times the employee's regular wage for the time over 40 hours.

6. An Employer who under this section requires, directly or indirectly allows, an employee to work more than the hours scheduled for the day during the period of the agreement must pay the employee

(a) 1 ½ times the regular wage for any time worked over eight hours that day, and

(b) double the employee's regular wage for any time worked over 12 hours that day

7. For the purpose of calculating average weekly hours for the employee under subsection 5,

(a) only the first 12 hours worked by an employee each day are counted, no matter how long the employee works on any day of the week, and

(b) if subsection (6) applies, the time that the employee works beyond the scheduled hours and for which the employee is paid in accordance with that subsection, is excluded

8. Section 36 (1) applies in relation to the averaging agreement. If the period specified in the Agreement is one (1) week.

9. The period specified in the Averaging Agreement is more than one (1) week, the Employer must either:

(a) ensure that for each week covered by the agreement, the employee has an interval free from work of 32 consecutive hours, whether the interval is taken the same week, different weeks or consecutively any time during the weeks covered by the Agreement, or

(b) pay the employee 1 ½ times the regular wage for the time worked by the employee during the periods the employee would otherwise be entitled to have free from work under paragraph (a)

10. At the employees written request, the employer and the employee may agree to adjust work schedule referred to in subsection (2) (a)(iv) provided that the total number of hours scheduled in the Agreement remain the same.
11. The parties to an Averaging Agreement under this section are bound by Agreement until the expiry date set out in the Agreement or a later date provided in an agreement to repeat the Averaging Agreement, as the case may be, and the and the provisions of the averaging agreement apply for the purpose of determining the employee's entitlement, if any, to overtime wages under subsections (4) and (6) and wages payable under subsection (8) or (nine) (b).
12. Subsections (2) to (11) are deemed to be incorporated in an Averaging Agreement under this section as terms of the Agreement.
13. The Employer must retain the averaging agreement under this section For 2 years after the employment terminates.
14. The application operation of an averaging agreement under this section must not be interpreted as a waiver described in section 4.

### **Section 2: Overtime hours**

- (i) Overtime hours will be offered to the crew working on the site at the time overtime is required.
- (ii) When additional employees are required the company will maintain the practice of selecting employees from other sites.

### **Section : 3 Crew Composition**

The Employer will determine the number of employees and classifications required for each job site on a daily or weekly basis or such longer period as job site requirements permit.

Employees may be moved from site to site depending on weather, availability of work, and other project requirements.

Supervisors will maintain the practice of selecting employees for each crew unit.

### **Section 4: Rest Periods**

All employees shall be entitled to two (2) fifteen-minute paid rest periods during each regular shift, and one (1) half hour (1/2) unpaid lunch period. If an employee is required to work overtime (minimum two hours) they will be entitled to an additional fifteen-minute paid rest period prior to beginning their overtime.

**Section 5: No Work Guarantee**

The foregoing provisions of this Article shall not be construed as guaranteeing to any employee any number a hours of work per day or per week.

**ARTICLE VI - WAGES****CLASSIFICATIONS**

	JAN 1/13	JAN 1/14	JAN1/15
MATERIAL HANDLER	\$13.00	\$13.50	\$14.00
HELPER 1	\$15.00	\$15.50	\$16.00
HELPER 2	\$16.50	\$17.00	\$17.50
HELPER 3	\$18.00	\$18.50	\$19.00
APPLICATOR 1	\$20.50	\$21.00	\$21.50
APPLICATOR 2	\$23.00	\$23.50	\$24.00
APPLICATOR 3	\$25.00	\$25.50	\$26.00
FOREMAN	\$27.00	\$27.50	\$28.00

**PAVING**

LABOURER	\$13.00	\$13.50	\$14.00
HELPER 1	\$15.00	\$15.50	\$16.00
HELPER 2	\$17.00	\$17.50	\$18.00
APPLICATOR	\$20.00	\$20.50	\$21.00
FOREMAN	\$25.00	\$25.50	\$26.00

**ARTICLE VII – PAY DAYS**

The Company shall provide for pay days every second week and each employee shall be furnished with an itemized statement of earnings and monthly deductions. All pay shall be direct deposit unless and employee has notified the company he or she would prefer a cheque.



## ARTICLE VIII – STATUTORY HOLIDAYS AND FLOATING HOLIDAY

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

### Section 1: Operation

- (a) All employees who work on New Year's Day, the designated Easter Holiday, Victoria Day, Dominion Day, British Columbia Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and Family Day shall be paid rate and one-half for all hours so worked except as provided for in Article V - Hours of Work, Section 1(b).
- (b) At the option of the Company or as determined by the job site(s)-(General Contractor), but wherever possible by mutual agreement with the Shop Committee, either Good Friday or Easter Monday shall become the designated Easter Holiday, and the Company shall notify its employees of the designation at least one (1) week prior to the said holiday.
- (c) An hourly rated employee in the operation who qualifies for any of the holidays named in Section 2(a) herein, in accordance with the conditions set out in Section 2, shall be paid for the said holiday at his regular job rate of pay for his regular work schedule.

### Section 2: Qualifying Conditions

- (a) An employee, to qualify for Statutory Holiday pay, must comply with each one of the following three conditions:
  - (i) Have been on the payroll thirty (30) calendar days immediately preceding the holiday. (Only once through their employ with the company)
  - (ii) Have worked his last scheduled work day before, and his first scheduled work day after the holiday, unless his absence is due to illness, compensable occupational injury, or is otherwise authorized by the employer.
  - (iii) Notwithstanding (ii) above, the employee must have worked one (1) day before and one (1) day after the holiday, both of which must fall within a period of ninety (90) calendar days.

- (b) In case of injury or illness in (ii) above the employer shall have the right to request a medical certificate.
- (c) Employees while on leave of absence under Article XIII, Section 7(a) or any employees while members of a Negotiating Committee under Section 7(b) thereof shall not qualify for paid Statutory Holidays.

## **ARTICLE VIII – VACATIONS WITH PAY**

### **SECTION 1:**

The annual vacation for employees who have completed one years ' service covered by this Agreement shall be two (2) weeks, and the pay therefor shall be based upon 4 per cent (4%) of the total wages or salary earned by the employee during the period of entitlement.

After completion of 5 consecutive years employment the annual vacation will be three (3) weeks at 6% of total wages or salary earned by the employee during the year of employment entitling the employee to vacation pay.

### **Section 2: Vacation Pay on Termination**

An employee whose employment is terminated shall receive vacation pay at the appropriate percentage of the wages or salary earned during the period of entitlement in accordance with the employee's years of service.

### **Section 3: Vacation Time**

- (a) Vacations for employees shall be taken at such time as mutually agreed upon by the Shop Committee and the Company when quantity and regularity of production shall not be impaired.
- (b) All vacation requests shall be provided in writing a minimum of two weeks prior to the start date of the vacation.
- (c) The employee will have the option to forego (i.e. being "paid out") any part of their earned vacation, except as required by law.

### **Section 4: Employment Standards Act**

Part 7 - Annual Vacation of the *Employment Standards Act*, R.S.B.C., 1996, c. 113, and amendments thereto, except where varied or modified by the provisions herein, shall become a part of this Agreement.

## **ARTICLE IX – CALL TIME**

### **Section 1: Where No Work**

Any employee who scheduled for work and on reporting finds no work available due to reasons beyond his control, shall be entitled to two (2) hours at the usual rate. This shall not apply if the Company gives sufficient notice cancelling said call.

## Section 2: Where Work Commences

In the event that an employee commences work on his shift and the operation closes prior to the completion of two (2) hours' work, the employee shall receive four (4) hours' pay at the employee's regular rate, except where his work is suspended because other reasons completely beyond the control of the employer, when two (2) hours must be paid.

## Section 3: Call – In

On Occasion, employees may be called into work on an emergency basis or on short notice. In this event the employee will receive a minimum of four (4) hours call-in pay.

## ARTICLE X – HEALTH AND WELFARE

The company will maintain the current level of Benefit coverage for employees for the duration of this collective agreement.

## ARTICLE XII – SENIORITY

- (a) The company will endeavor to keep long service senior employees working. However, no employee with seniority and competency will be laid off longer than seven (7) days where they have been working and their job classification is no longer needed. Senior employees can elect to stay on lay-off beyond the seven (7) days until his regular job become available.
- (b) It is agreed between the parties that lay-offs and recalls will be based on the classifications required during the course of work at the job sites.

Employees who would like to return to work after a lay-off in (a) above must inform the Company at which time the following will apply.

- i) Senior employees that are competent following a lay-off in (a) above shall go to a classification held by a junior employee at the job site he is assigned to and in turn the junior employee would be laid off.
  - ii) Where a senior employee exercises their right to a job in a lower classification they will continue to receive their higher rate of pay for thirty (30) calendar days while working in a lower classification.
  - iii) Where an employee has exercised their right to a job in (i) above and continues to work for more than thirty (30) calendar days at a lower classification he will then receive the new classification rate of pay for the job or jobs after the thirty calendar days.
- (c) For an employee to receive the thirty (30) day retention rate of pay in (b) above at a higher rate of pay he must have worked at a job classification for a minimum of ten (10) working days in a row.

- (d) The selection and promotion of supervisory officials shall be the exclusive right of the Employer.

### **LAYOFF AND RECALL**

It is agreed between the Parties recall rights during layoffs shall be retained on the following basis:

- (a) Employees with less than one (1) year's service shall retain their recall rights for a period of 3 months.
- (b) Employees laid off with one (1) or more years' service shall retain their recall rights for (6) months,
- (c) In the event of a layoff employees will be laid off according to classification.
- (d) An employee subject to layoff under section (c), may, if work is available choose to work in a lower classification and will be paid at the prevailing rate for that classification.
- (e) Where work is available in a classification, Employees will be retained or recalled based on their immediate skill and ability to perform the duties of that classification.

A laid-off employee's recall rights under (a) and (b) above will be reinstated on the completion of 30 calendar days work..

It shall be the employer's responsibility to maintain an address file of their employees and it shall be the employee's responsibility to notify their employer in writing of any change of address.

### **Probationary Period**

Notwithstanding anything to the contrary contained in this Agreement, it shall be mutually agreed that all employees are hired on probation, the probationary period to continue for (forty five) 45 working days, during which time they are to be considered temporary workers only.

### **Employee Conduct**

The following conduct will be cause for immediate termination.

1. Theft
2. Fighting
3. Serious Work safe violations
4. Vandalizing a work site.

### **Seniority Lists**

Attached is Appendix "A" with the seniority dates for all employees as per ratification. The Company will provide up dated senior lists every six (6) months to the local union unless they request it otherwise.

## ARTICLE XIII – LEAVE OF ABSENCE

### Section 1: Injury or Illness

The Company will grant leave of absence to employees suffering injury or illness for the term of this Agreement, subject to a medical certificate if requested by the employer. The employee shall have a reasonable period of time to present such medical certificate. The employee shall report or cause to have reported the injury or illness which requires his absence to the Company as soon as may be reasonably possible.

### Section 2: Pregnancy (Maternity) and Parental Leave

Pregnancy and Parental Leave shall be granted to employees in accordance with Part 6 of the Employment Standards Act of B.C.

The Company will grant a reasonable period of extended maternity leave without pay to female employees where there is a valid reason.

### Section 3: Written Permission

Any employee desiring leave of absence must obtain permission in writing from the Company for such leave, except in cases of illness or injury covered by Section 1 above.

### Section 4: Compassionate Leave

The Company may grant leave of absence up to a maximum of six (6) months without pay to employees for compassionate reasons, educational, training or extended vacation purposes, conditional on the following terms:

- (a) That the employee apply at least one (1) month in advance unless the grounds for such application could not reasonably be foreseen.
- (b) That the employee shall disclose the grounds for application.
- (c) That the Company may grant such leave where a bona fide reason is advanced by the applicant, or may postpone leave for educational or training purposes where a suitable replacement is not available.
- (d) That the Company shall be required to consult with the Shop Committee in respect of any application for leave under this Section.

### Section 5: Bereavement Leave

- (a) When death occurs to a member of a regular full-time employee's immediate family, the employee will be granted an paid leave of absence for a maximum of three (3) days.
- (b) Members of the employee's immediate family are defined as the employee's spouse, same sex partner, mother, father, brothers, sisters, sons, daughters,

mother-in-law, father-in-law, sons-in-law, daughters-in-law, stepchildren, step-parents, grandparents, grandparents-in-law and grandchildren.

### **Section 6: Jury Duty**

if an employee is required to attend court as a juror, he will be granted leave of absence as set out in the ESA.

### **Section 7: Union Business**

- (a) The Company will grant leave of absence to employees who are appointed or elected to Union office. The employee who obtains this leave of absence shall return to his Company within thirty (30) calendar days after completion of his term of employment with the Union.
- (b) The Company will grant leave of absence to employees who are elected as representatives to attend Union meetings and Union education or as members of any Negotiating Committee of United Steelworkers in order that they may carry out their duties on behalf of the Union.
- (c) In order for the employer to replace the employee with a competent substitute, it is agreed that before the employee receives this leave of absence, as set forth in Clauses (a) and (b) above, the employer will be given due notice in writing; in the case of (a), twenty (20) calendar days; and in the case of (b), five (5) calendar days.

### **Section 8: Public Office**

- (a) The Company will grant leave of absence for campaign purposes to candidates for Federal, Provincial or Municipal elective public office for periods up to and including eight (8) weeks, provided the Company is given due notice in writing of twenty (20) calendar days, unless the need for such application could not reasonably be foreseen.
- (b) Employees elected or appointed to Federal, Provincial or Municipal office shall be granted as much leave as is necessary during the term of such office. Municipal office holders, where the term of public office is served intermittently, shall give the Company reasonable notice for absences from work for conducting Municipal business.
- (c) The employee who obtains this leave of absence shall return to his Company within thirty (30) calendar days after completion of public office.

### **Section 9: Canadian Citizenship Day**

- (a) The Company is supportive of our employees who are obtaining their Canadian Citizenship. If you are not yet a Canadian Citizen and become one while employed with us, the Company will grant Regular employees the day off with pay.

An employee using a Canadian Citizenship Day must provide to your Supervisor a copy of your citizenship certificate in order to ensure our records are updated and that you are paid for the day.

### **Section 10: Voting Day leave**

- (a) Under the Elections Act, you are entitled to have four (4) consecutive hours off (unpaid) while voting stations are open. Should the shift you are on, not provide four (4) consecutive hours outside of work in which to vote, please contact your supervisor at least one (1) week prior to Election Day to advise her/him of how much time off you will require to vote.

## **ARTICLE XIV – ACCIDENT PREVENTION COMMITTEE**

### **Section 1: Composition**

- (a) The Management of the operation shall maintain an Accident Prevention Committee consisting of not more than twelve (12) members nor less than four (4) members.
- (b) The said Committee shall consist of an equal number of representatives of the Company and the employees. Employee representatives will be elected by a vote supervised by the Union.
- (c) Employee representatives shall be regular employees in the operation with at least one (1) year's experience in that type of operation over which their inspection duties shall extend.

### **Section 2: Duties**

The general duties of the Accident Prevention Committee shall be as directed by the regulations made pursuant to the *Workers Compensation Act*.

### **Section 3: Pay for Meetings**

- (a) The Company will pay straight-time rates not exceeding two (2) hours per week to employee members for the actual time spent in attending Accident Prevention Committee meetings outside of working hours.
- (b) The rate to be paid to employee members shall be the employee's regular straight-time job rate.

### **Section 4: Meetings During Work**

Where Accident Prevention Committee meetings are held during working hours with the consent of the Company, employees' time will not be deducted for attending such meetings or investigations into accidents.

**Section 5: Investigations**

In the case of a fatal accident, the Accident Prevention Committee of the operation shall, within forty-eight (48) hours, conduct an investigation into such fatal accident. The Union Committee can also request the assistance from the District – 3 Staff Representative or the District – 3 Safety Co-ordinator or his/her designate to participate in the investigation.

**Section 6: Cessation of Work**

Any one or all employees working in the immediate proximity when a fatal accident has occurred may without discrimination refrain from working the balance of the shift.

**ARTICLE XV – CONTRACTORS AND SUB-CONTRACTORS**

- (a) As of the date of signing this Agreement the Company will continue to use Contractors and subcontractors as required on its projects. The use of contractors will not result in the loss of employment held by regular employees in the Company, except where justified by special circumstances.

**ARTICLE XVI – SAFETY EQUIPMENT**

- (a) Where articles of equipment are required to be used by the Employer or by the Workers' Compensation Board, the Employer will provide the following:

GLOVES  
HARNESS  
MASK  
TYVAK SUIT

- (i) All employees working in the company are required to wear CSA approved safety footwear. The company provides the following allowance per annum. All employees who have completed a year of service \$150.00 per year.

**ARTICLE XVII RRSP**

The Company will match Employee contributions up to a maximum of \$500.00 per year for all employees who have completed two years service.

**ARTICLE XVIII EDUCATION TRUST FUND**

The Company will contribute \$250.00 per year to the local Union office directed to the Education Trust Fund.

**ARTICLE XIX – PARTIAL / PERMANENT CLOSURES**

The Company agrees that employees affected by a partial or permanent closure of its business or operation shall be given sixty (60) days' notice of closure.



## ARTICLE XX – SEVERANCE PAY FOR PARTIAL OR PERMANENT CLOSURE

- (a) Employees terminated by the employer because of partial or permanent closure of the business or operation shall be entitled to severance pay equal to five (5) days' pay for each year of continuous service to a maximum of 8 weeks. Partial years will be prorated.
- (b) Where the business or operation is relocated and the employees involved are not required to relocate their place of residence and are not terminated by the employer as a result of the plant relocation, they shall not be entitled to severance pay under this Article.

## ARTICLE XXI – ADJUSTMENT OF GRIEVANCES

### Section 1: Procedure

The Company and the Union mutually agree that, when a grievance arises in the operation coming under the terms of this Agreement, it shall be taken up in the manner set out below:

#### Step One

The individual employee involved shall first take up the matter with the foreman directly in charge of the work within fourteen (14) days of the date of the said grievance.

#### Step Two

If the question is not satisfactorily settled in this way, the same individual, with the Shop Committee, shall take up the problem with either the personnel officer or foreman, or both, as designated by the Company.

#### Step Three

If a satisfactory settlement is not then reached, the Shop Committee shall take up the problem with either the personnel officer or superintendent, or both, as designated by the Company. A statement in writing of the alleged grievance, together with a statement in writing by the foreman, shall be exchanged by the Parties concerned.

#### Step Four

If the problem is not then satisfactorily solved, it shall be referred to the Union and the Management.

#### Step Five

If a satisfactory settlement is not then reached, it shall be dealt with by arbitration as set forth in Article XXIII.

### Section 2: Time Limit

If a grievance has not advanced to the next stage under Step Two, Three, Four, or Five within fourteen (14) days after completion of the preceding stage, then the grievance

shall be deemed to be abandoned, and all rights of recourse to the grievance procedure shall be at an end. Where the Union is not able to observe this time limit by reason of the absence of the aggrieved employee or the Shop Committee the said time limit shall not apply. The Union shall be bound to proceed in such a case as quickly as may be reasonably possible.

## ARTICLE XXII – ARBITRATION

### Section 1: Interpretation

- (a) In case of any dispute arising regarding the interpretation of this Agreement or by the application of Article I, Section 1 thereof, which the Parties hereto are unable to settle between themselves, the matter shall be determined by arbitration in the following manner:

Either Party may notify the other Party in writing, by registered mail, of the question or questions to be interpreted.

- (b) All decisions will be final and binding upon the Parties of the First and Second Parts.
- (c) The Parties agree to jointly seek a permanent interpreter to be agreed upon mutually and shall, if possible, be a superior court judge.
- (d) In the event that the interpreter as provided for in (c) herein is not available to preside as interpreter under this Section, the Parties agree that they will request the Honourable Minister of Labour of the Province of British Columbia to appoint a judge either of the Supreme Court of British Columbia or the Court of Appeal of the Province to preside as interpreter for the dispute then pending.

### Section 2: Grievances

- (a) In the case of a dispute arising under this Agreement, which the Parties are unable to settle between themselves as set out in Article XXII, the matter shall be determined by arbitration in the following manner:

Either Party may notify the other Party and the arbitrator in writing, by registered mail, of the question or questions to be arbitrated.

After receiving such notice and statement the arbitrator and the other Party shall within three (3) days acknowledge receipt of the question or questions to be arbitrated.

- (b) No one shall serve as an arbitrator who:
- (i) either directly or indirectly has any interest in the subject of the arbitration;
  - (ii) has participated in the grievance procedure preceding the arbitration;

- (c) The decision of the arbitrator shall be final and binding upon the Parties of the First and Second Parts.
- (d) If the arbitrator finds 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 and privileges preserved under the terms of this Agreement, provided always that if it is shown to the arbitrator 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 Section, further provided that the wages so deducted shall be first reduced by the amount required for the payment of fare from the original place of employment and to the place where employed during the period of discharge (or suspension) and return.
- (e) The arbitrator shall be required to hand down his decision within fourteen (14) days following completion of the hearing or what ever maybe reasonable to have the matter resolved.
- (f) The Parties shall appoint a panel of four (4) arbitrators. A single arbitrator shall be selected from this panel to hear any matter referred to arbitration by the parties.
- (g) The single arbitrator shall be selected from the panel of four (4) arbitrators on a rotational basis. If an arbitrator selected to hear and determine a dispute is unable to schedule a hearing to occur within thirty (30) days of the date of his selection the dispute shall be reassigned to the next arbitrator in the rotation.

### **Section 3: Cost Sharing**

The Parties of the First and Second Parts shall bear in equal proportions the expenses and allowances of the arbitrator, and stenographic and secretarial expense, and rent connected with his duties as arbitrator.

### **Section 4: Place of Hearing**

Any arbitration to be held hereunder shall be held at the City of Vancouver or at such other place as may be decided by the Parties.

## **ARTICLE XXIII – STRIKES AND LOCKOUTS**

- (a) There shall be no strikes or lockouts by the Parties to this Agreement with respect to any matter arising out of the Agreement for which arbitration is provided under the terms of the Agreement.
- (b) The Parties to this Agreement expressly agree that there will be no activity within the meaning of (a) above threatened, declared, authorized, counseled, aided or brought about on its part.

- (c) In the event of a strike during the term of this Agreement the Union will instruct its members and Officers who may be involved to cease such activity and comply with the terms of this Agreement.

## ARTICLE XXIV – GENERAL

### Section – 1 Harassment

1. The Parties to this collective agreement are committed to the belief that all employees have a right to work in an environment that is free from any form of harassment. According to the Human Rights Act of British Columbia, every employee has the right to freedom from harassment by a supervisor or other employee because of gender, race, ancestry, place of origin, color, ethnic origin, citizenship, creed, age, record of offences, marital status, family status, sexual orientation or disability.
2. Harassment for the purpose of this policy is defined as comment or conduct that is known to be unwelcome. It interferes with an individual's work or creates an intimidating or unpleasant work environment.
  - a. Sexual Harassment: includes unwelcome sexual advances, requests for sexual favors, comments of a sexual nature made either directly to the employee or made to others in reference to the employee or other unwelcome sexual conduct.
  - b. Personal Harassment: includes derogatory comments, taunts, threats, jokes or jeers about race, color, national ethnic origin, religion, age, disability, citizenship, record of offences, marital or family status, gender or sexual orientation.
3. There is an initial responsibility on the part of the person who is allegedly being harassed to attempt to control the situation before proceeding further. Therefore it should be indicated to the harasser in a clear, direct and firm way that the comments or actions concerned are considered offensive.
4. If the activity or behavior does not stop after the person has been approached, or the complainant does not feel comfortable speaking with the person directly, the complainant should raise the issue with the General Manager or the Operations Manager.
5. The complainant should keep a detailed written record of the event(s) including the name, place, date, time, witnesses (if any) and details of the offensive behavior.
6. Management will take the following steps to resolve the complaint.
  - a. Assure the complainant that an objective examination of the complaint shall take place immediately.
  - b. Advise the person alleged to be responsible that a complaint has been lodged.
  - c. Interview the complainant and the person(s) alleged to be responsible as soon as possible.
  - d. Interview any witnesses.
  - e. Document the situation clearly and completely.
  - f. Render a decision as soon as possible and advise the parties of the action to be taken, if any. If it is determined that a form of harassment has occurred, disciplinary measures, as appropriate, will be taken following consultation with the General Manager or Operations Manager. Such measures may include: counseling, oral

reprimand, written reprimand, transfer, suspension without pay for a period of time, demotion, or termination.

g. Ensure that all information concerning the case be kept confidential.

h. Retain a record of a complaint in the complainant's file if it is determined that the complaint was frivolous or vexatious. Remove records relating to frivolous or vexatious complaints shall be removed from the respondent's file and remove any reference identifying the respondent from the complainant's file.

7. Where either the complainant or the respondent, in conjunction with the Union, is not satisfied with the Company's decision, the Union will put the complaint, within thirty (30) days, before a mutually agreed upon, independent adjudicator who specializes in cases of personal harassment or sexual harassment. The adjudicator shall work with the parties to achieve a mutually acceptable resolution and if this is not achieved, the adjudicator shall have the right to:

- (1) dismiss the complaint; or
- (2) determine the appropriate level of discipline to be applied to the harasser;
- (3) make further recommendations as are necessary to provide a final and conclusive settlement of the complaint.

All fees and expenses of the adjudicator shall be shared equally between the Company and the Union

8. The Company will have all bargaining unit employees, including supervisors, attend the United Steelworkers course on harassment. The Company will pay the costs for all persons attending this course.

## **Section – 2 Language Of This Agreement**

The parties agree that where there is any language within this agreement that is or maybe ambiguous that they will meet to discuss such language. To change or amend such language the parties must mutually agree to the change.

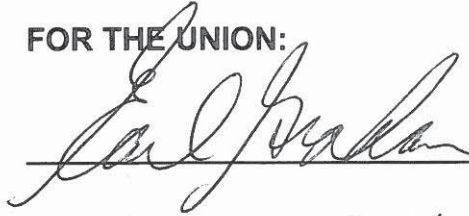
This section must apply prior to either party proceeding under Article XXII – Arbitration Section -1 Interpretation.

## **ARTICLE XXV - DURATION OF AGREEMENT**

- (a) The Parties hereto mutually agree that this Agreement shall be effective from and after the 1st day of January, 2013, to midnight the 31st day of December, 2016, and thereafter from year to year unless written notice of contrary intention is given by either Party to the other Party within four (4) months immediately preceding the date of expiry. The notice required hereunder shall be validly and sufficiently served at the Head Office of the Party of the First Part, or at the Local Office upon the Local Officers of the Union, Party of the Second Part, within four (4) months immediately preceding the 31st day of December, 2016. If no agreement is reached at the expiration of this Contract and negotiations are continued, the Agreement shall remain in force up to the time an agreement is reached or until negotiations are discontinued, by either Party.


(b) The Parties hereto agree that the operation of Sections 50(2) and 50(3) of the *Labour Relations Code* of British Columbia, R.S.B.C. 1996, c. 244, is excluded from the Master Agreement.

FOR THE UNION:

  
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FOR THE COMPANY:

  
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**APPENDIX "A"****SENIORITY LIST AS PER RATIFICATION**

1. Ordonez Fray	12/15/1996
2. Rene Torres	05/07/2003
3. Tamayo Fernando	05/29/2003
4. Li Chen Khim Edwards	01/27/2004
5. Odesb Nabil Faraho	10/05/2004
6. BTW S Gazwan Moshi	07/20/2005
7. Rivas Edmundo Carlos	10/16/2005
8. Sanchez Jose	11/28/2005
9. Peraza Cesar	01/03/2006
10. Soba Ibrahim	05/15/2006
11. Doe Arther Chea	04/30/2007
12. Sadiq Lutfi	01/07/2008
13. Chiu Yun Chiu	01/31/2008
14. Slewa Jalal	07/09/2008
15. Gorgis Masleen	04/27/2009
16. Hernabdez Julio	01/03/2010
17. Chacon Hector	02/08/2010
18. Toma Najib	02/15/2010
19. Younan Firas	05/13/2010
20. Zaya Ashor	08/03/2010
21. Khmmo Fouad	08/03/2010
22. Maya Ochoa David	10/12/2010
23. Namroud Falah	03/28/2011
24. Yousif David	04/04/2011
25. Pauls Amjad	05/16/2011
26. Buendia Julio	10/04/2011
27. Ayoob Maher	10/13/2011
28. Berrios Jonathan	01/30/2012
29. Yoaeel Nabeel	01/16/2013

**Letter of Understanding No. 1****Peter Ross 2008 Ltd. & Peter Ross 2006 Ltd.****And****United Steelworkers Local Union 2009****Wage Rates**

Name	Jan 1, 2013	Jan 1, 2014	Jan 1, 2015
BTW S, Gazwan Moshi	26.50	27.00	27.00
Gorgis, Masleen	26.50	27.00	27.00
Li, Chun Khim Edward	25.00	25.00	25.00
Ordonez, Fray	27.00	27.00	27.00
Pauls, Amjad	22.50	23.00	23.50
Peraza, Cesar E.	27.00	27.00	27.00
Sanchez, Jose	26.50	27.00	27.00
Tamayo, Fernando	26.50	27.00	27.00
Toma, Najib	26.00	26.50	27.00
Torres, Rene	27.00	27.00	27.00
Zaya, Ashor	21.50	22.00	22.50
Ayoob, Maher	14.50	15.00	15.50
Buendia, Julio	16.50	17.00	17.50
Chiu, Yun Chiu	21.50	22.00	22.50
Doe, Arthur Chea	19.50	20.00	20.50
Khmmo, Fouad	17.50	18.00	18.50
Maya-Ochoa, David	20.50	21.00	21.50
Namroud, Falah	19.50	20.00	20.50
Odesh, Nabil Faraho	17.50	18.00	18.50
Rivas, Edmundo Carlos	25.00	25.50	26.00
Sadiq, Lutfi	18.50	19.00	19.50
Slewa, Jalal	19.50	20.00	20.50
Soba, Ibrahim	17.50	18.00	18.50
Younan, Firas	20.50	21.00	21.50
Yousif, David	15.50	16.00	16.50
Hernandez, Julio	25.50	26.00	26.50
Chacon, Hector	19.50	20.00	20.50
Berrios, Jonathan	16.50	17.00	17.50
Yoaeel, Nabell	14.00	14.50	15.00



All employees on this list are grandfathered at the rates within this wage schedule. Any new employees hired after ratification will fall under the wages schedule as per Article VI Wages within the Collective Agreement.

Grandfathered employees on this list that are paid a wage rate of \$27.00 in the highlighted years of the contract will receive the following.  
\$250.00 bonus check on the first pay period beginning in July.  
\$500.00 towards their RRSP account including the matching contributions in Article XVII RRSP.

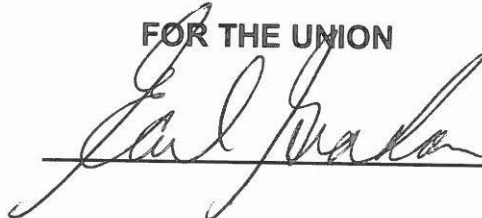
\*Note\* All retroactive pay will be paid on the 1<sup>st</sup> pay period after ratification. Employees grandfathered at the \$27.00 rate of pay will receive a check for \$750.00 for the year 2013 otherwise the bonus payment and RRSP will apply.

Signed at Burnaby, BC, this 20 day of January, 2014

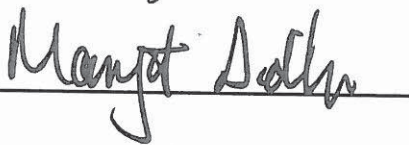
FOR THE COMPANY

FOR THE UNION

  
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**Letter of Understanding No. 2**

**Peter Ross 2008 Ltd. & Peter Ross 2006 Ltd.**

**And**

**United Steelworkers Local Union 2009**

**Employee Classifications**

The parties agree that employees have been put in their classification based on the feedback from the supervisors.

If an employee feels he has been put in the wrong classification they must notify the company supervisor and the Union no later than 30 days after ratification.

Once notified, the parties will meet to discuss the disputed classification within 60 days of being notified.

Attached below is the list of the current Employee job classifications and Company job requirement / classifications.

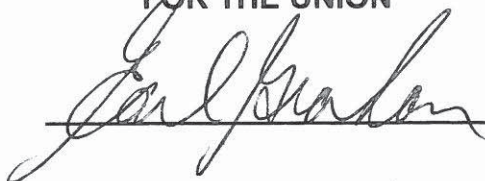
The parties further agree to re-evaluate all employees of their classifications twice a year.

Signed at Burnaby, BC, this 20 day of JANUARY, 2014

FOR THE COMPANY

FOR THE UNION

  
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**PETER ROSS APPLICATORS/HELPERS**

**APPLICATOR 2**

Ordonez, Fray  
Torres, Rene  
Tamayo, Fernando

Dec 15 1996  
May 7 2003  
May 29 2003

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Li, Chun Khim (Edward)	Jan 27 2004
BTWS, Gazwan Moshi	July 20 2005
Sanchez, Jose	Nov 28 2005
Pereza, Cesar	Jan 3 2006
Soba, Ibrahim	May 15 2006
Gorgis, Masleen	April 27 2009
Toma, Najib	Feb 15 2010
Pauls, Amjad	May 16 2011

**APPLICATOR 1**

Zaya, Ashor	Aug 3 2010
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**HELPER 3**

Odesch, Nabil Farahd	Oct 5 2004
Rivas, Edmundo Carlos	Oct 16 2005
Doe, Arthur Chea	April 30 2007
Sadiq, Lutfi	Jan 4 2008
Slewa, Jalal	July 9 2008
Younan, Firas	May 13 2010
Maya-Ochoa, David	Oct 12 2010
Namroud, Falah	Mar 28 2011
Buendia, Julio	Oct 4 2011

**HELPER 2**

Khmmo, Fouad	Aug 24 2010
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**HELPER 1**

Yoaeel, Nabeel	Jan 16 2013
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**PETER ROSS PAVING STONES**

**APPLICATOR 3**

Hernandez, Julio

Jan 3 2010

**APPLICATOR 2**

Chacon, Hector

Feb 8 2010

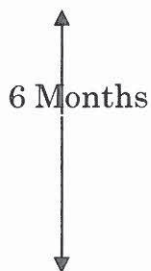
**HELPER 1**

Berrios, Jonathan

Jan 30 2012

**Company Job Requirement / Classification**

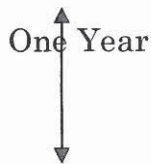
**Material Handler**



Valid driver's license  
 90 Working day probationary period  
 Distribution of products  
 Preparation of work areas  
 Basic construction knowledge  
 Basic safety knowledge  
 90 days to complete this period  
 This period to be completed when material handler demonstrates that they have become conversant with all the basic skills of the job as determined by supervisor.

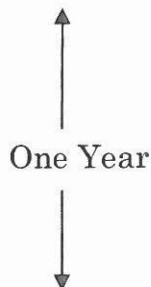
Position review after 6 months

**Helper #1**



Knowing the basics of product names  
 Basic knowledge of types of systems  
 Basic knowledge of where systems are applied  
 Basic knowledge of system application  
 Aware of safety procedures site specific  
 Position review after 1 year

**Helper #2**



Increased knowledge of products  
 - Functions  
 - Systems  
 - MSDS knowledge  
 Increased knowledge of systems  
 - Assisting in applications of complete systems

Increased awareness of safety procedures  
Position review after one year

**Helper #3**

One Year



Advanced knowledge of products  
Detail of application of products  
Under supervision of applicator able  
to apply different systems/products

Position review after one year

**Applicator #1**

One Year



Ability to apply products on  
his/her own with limited supervision.

Manage time and production

Apply quality control standards  
Limited communication skills  
Ability to asses site conditions  
Position review after one year

**Applicator #2**

One Year



Ability to apply products without supervision  
Communicate with site and make limited decisions  
Limited understanding of drawings and specifications  
as it relates to applied systems

Manage time and production  
Apply quality control standards  
Position review after one year

**Applicator #3**

Ability to run multiple buildings on one site  
Understanding of drawings/details and specifications  
how it relates and is applied to our systems

Ability to discuss drawings and details with general contractor,  
Superintendents' and envelope consultants on limited basis

Able to co-ordinate with other trades on jobsite (eg. Concrete  
trade, window trade)

Able to suggest alternative methods of waterproofing assemblies or details

Co-ordinate our sub-trades work on site

Assist in the gathering of all information for extras to the work

Fully conversant with all aspects of the

Liquid membrane process and can direct work force

Attendance at safety meetings and relay information back to crew