

**COLLECTIVE AGREEMENT**

**ALLIED CONTROLS LTD.**

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

## I N D E X

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**Term of Agreement: April 1, 2008 to  
March 31, 2009**

THIS AGREEMENT entered into this 12<sup>th</sup> day of September 2008.

BETWEEN:

**ALLIED CONTROLS LTD.**  
(hereinafter called the "Company")

PARTY OF THE FIRST PART;

AND:

**LOCAL UNION 258 OF THE  
INTERNATIONAL BROTHERHOOD OF ELECTRICAL  
WORKERS**  
(hereinafter called the "Union")

PARTY OF THE SECOND PART;

### **BASIC PRINCIPLES**

The general principles of this Agreement are as follows:

1. To set forth the hours of work, rates of pay and conditions to be observed by the Company and the Union.
2. To provide orderly and harmonious procedures between the Company and the Union.
3. To secure a prompt and fair disposition of grievances.
4. To prevent interruption of work.
5. To promote the efficient operation of the business.

### **ARTICLE 1 - EFFECTIVE DATE, TERMINATION, AMENDMENTS, SUBSTITUTIONS AND INTRODUCTION OF NEW PRODUCTS OR PROCEDURES**

#### **Article 1.01 - Effective Date and Termination**

This Agreement shall be in full force and effect from and including April 1, 2008 to and including March 31, 2009, and shall continue in full force and effect from year to year thereafter subject to the right of either Party to the Agreement within four (4) months immediately preceding the date March 31, 2009, or immediately preceding the anniversary date in any year thereafter, by written notice to 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.

If upon the expiration of the term of this Agreement, or any subsequent yearly term, no new Agreement has been concluded by the Parties, the provisions of this Agreement shall continue in full force until a new Agreement is reached or a strike or lockout occurs.

#### Article 1.02 - Labour Relations Code

The operation of Part 4, Section 50 (2) and (3) of the Labour Relations Code is hereby excluded.

#### Article 1.03 - Legislation Changes, Amendments and Substitutions

- (a) 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.
- (b) Should the Parties to this Agreement agree during the term of the Agreement to any amendments, substitutions or additions to the Agreement, such agreement shall be reduced to writing stating the effective date and duration and shall be executed by the Parties.

#### 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 Products or Procedures

In the event the Company introduces new procedures of work or a new product requiring new procedures, the Company agrees to notify the Union of the changes. The Parties will meet and discuss an appropriate wage scale for the new work, which will be retroactive to the date the work began. If the Parties are unable to agree on a wage scale, the question will be submitted to Arbitration as provided in Article 5.

### **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 and an Application for Membership Card and shall become members in good standing thereof within thirty (30) days from date of hire.

- (b) All employees shall remain members in good standing throughout the life of this Agreement as a condition of employment, provided, however, that the Union shall not request the Company to discriminate against any employee for non-membership in the Union if such membership is not available to the employee on the same terms and conditions generally applicable to other members.

#### Article 2.03 - Initiation Fees and Union Dues Check off

- (a) The Company agrees to honour a written assignment of wages for Union dues, assessments and initiation fees from an employer in favour of the Union.
- (b) The Company agrees to remit the fees, assessments and dues deducted under the above assignment to the Financial Secretary of Local Union 258, normally within fifteen (15), but not later than thirty (30) days from the pay day when deductions are made.

#### Article 2.04 - Management Rights

The Parties hereto recognize and agree that the management, disposition and number of working forces, the right to hire, reassign, promote, demote, layoff and to terminate employees for just and lawful cause, rests solely and exclusively with the Company. The foregoing enumeration of Management's rights shall not be deemed to exclude other functions not specifically covered in the Agreement. Each employee shall have the right to appeal through the grievance procedure provided in the Agreement.

#### Article 2.05 - Company Rules

- (a) It is agreed by both Parties that as a condition of employment, the rules and regulations of the Company, as posted on the notice boards, will be strictly obeyed, and that failure to do so shall be cause for discipline, including discharge providing such rules do not contravene the spirit and intent of this Agreement.
- (b) The Company agrees that prior to any changes in the Company's rules, the Union will be notified.

#### Article 2.06 - Work Jurisdiction

Any violation or annulment of the working rules of IBEW Local 258, or the subletting, assigning or transfer of any work in connection with electrical work to any person, firm or corporation which is not fair to the IBEW or employment by the Company other than IBEW members on any electrical work within the jurisdiction of the Union shall be considered a violation of this Agreement and subject to the grievance procedure.

Article 2.07 - Strike/Lockouts/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 or cross any legal and/or information picket lines.

Article 2.08 - New Hires

- (a) When in need of new employees, the Company shall call the Union Office. If Union members are not available, the Company shall then be responsible to secure its own employees.
- (b) The Company agrees to notify the Union immediately on the engagement of any employee and also to refer to the Union such employee prior to commencing work.

Article 2.9 - 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 2.10 - Union Representative

A Union Representative may, with permission from 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 2.11 - Bulletin Boards

At least one (1) bulletin board shall be maintained for the posting of rules and regulations of the Company and Union notices to employees represented by the Union.

## **ARTICLE 3 - SHOP STEWARDS**

### Article 3.01

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. The number of Stewards will normally not exceed one (1) Steward for every fifteen (15) employees.

### 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.

### Article 3.03

Stewards shall report to their immediate supervisors and request permission to leave the job before leaving work to conduct Union business which shall consist solely of the investigation of complaints that may lead to grievances, or to handle the adjustment thereof, or to attend at any meeting with representatives of the Company or such other Union business as may be authorized by the Company during working hours.

### Article 3.04

The Company shall allow Stewards to conduct said Union business within their regularly established working hours and within their assigned areas of representation, unless such action would seriously interfere with operations, and in such instances, the supervisor shall make arrangements for the Stewards to leave the job as soon thereafter as operations will permit.

### Article 3.05 - Employee Rates

The Company shall pay employees at their regular rates for Union business conducted during their regular business hours, on the Company's premises.

## **ARTICLE 4 - GRIEVANCE PROCEDURE**

### 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 can be grieved or arbitrated.

### Article 4.02 - Grievance Steps

### Step 1

An employee having a grievance shall first make an earnest effort to resolve the problem by discussing it with his/her immediate supervisor, in the presence of a Shop Steward, within three (3) working days of becoming aware of the grievance.

### Step 2

If a satisfactory solution is not reached in Step 1 within three (3) 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 five (5) working days of the Company's reply in Step 1. If agreement is not reached within a further five (5) working days, the matter may be referred to Arbitration as provided in Article 5.

### Article 4.03 - Discharge/Discipline Grievance

- (a) If an employee believes he/she has been unjustly disciplined or discharged, the matter will be taken up as a special grievance at Step 2 of the Grievance Procedure, within three (3) 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 his/her Steward in any disciplinary interview.

### 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 three (3) 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 - Time Limits

Time limits as referred to in this Article may be extended by mutual agreement between the Parties.

## **ARTICLE 5 - ARBITRATION**

### Article 5.01

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.

- (a) Either Party may notify the other in writing by registered mail on questions to be arbitrated, and also the name and address of its chosen representative as the Arbitrator. If the two Parties to this Agreement cannot agree to an Arbitrator within five (5) days, they shall forthwith request the Honourable Minister of Labour to appoint one.
- (b) The decision of the Arbitrator shall be final and binding upon both Parties.
- (c) In cases of grievance for discharge, suspension or other actions of discipline, such grievance may be settled by the Arbitrator by confirming the Company's decision in discharging, suspending or disciplining the employee, or by reinstating the employee with full or partial compensation for time lost, or by any other arrangement which is just and equitable.
- (d) Each Party shall bear one-half the cost of the Arbitrator.
- (e) The Company and the Union reserve the right to use Section 87 of the Labour Relations Code.

### Article 5.02 - Jurisdiction Disputes

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

## **ARTICLE 6 - SENIORITY, TECHNOLOGICAL CHANGE AND PROMOTIONS**

### Article 6.01 - Definition

Seniority as hereinafter referred to shall be based on length of service within the bargaining unit. Seniority lists will be kept up to date by the Company and will be made available to the Union.

### Article 6.02 - Probationary Period

After an employee has an accumulated period of service of fifty (50) working days with the Company, he/she shall be granted seniority, which shall date retroactively to the date he/she entered the employ of the Company. During this fifty (50) working day period, employees shall be on a probationary basis.

### Article 6.03 - Layoff and Rehiring

When there is a reduction in the work force, 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 employees being laid off.

Recalls shall be conducted in reverse order of the process by which layoffs are affected. A junior employee in either production or technical classifications may be directed to do the work of a senior employee of alternate classification on layoff, providing that this work duration does not exceed one (1) workweek.

Article 6.04 - Notice of Layoff

In the event of a layoff, the Company will be required to give notice in accordance with the following

<u>Years of Service</u>	<u>Working Days</u>
0 - 3	5
4 and over	10

If the required notice is not given, the appropriate days' pay will be paid in lieu thereof, except in cases of fire, flood, electrical failure or similar conditions beyond the control of the Company. Where the layoff exceeds twenty-four (24) months, the provisions of pay in the Employment Standards Act will apply.

Article 6.05 - Technological Change

With due regard to the seniority provisions of this Agreement, the Company will give technologically displaced employees preferential consideration to be trained in new skills for other jobs that may be required of employees in the bargaining unit provided such employees have the requisite qualifications and experience for such training.

Article 6.06 - Promotions

Should there be a job vacancy within the bargaining unit, it shall be posted for a period of three (3) working days to allow interested employees the opportunity to apply. The job shall be awarded on the basis of seniority. Where seniority is equal, the job will be awarded on the basis of skill and ability.

This does not preclude the right of the Company to seek application from other sources during this time period. Such applications shall not be given consideration until it is determined that a suitable applicant is not within the bargaining unit.

#### Article 6.07 - Temporary Assignments

If an employee is assigned to work in a classification at a rate superior to his/her, he/she shall be paid from the start of his/her assignment at the minimum of the higher-grade classification or his/her current regular rate, whichever is the greater. On returning to his/her regular job, the employee shall revert to his/her former rate. If an employee is temporarily assigned to work in a classification at a rate inferior to his/her, he/she shall maintain his/her current regular rate and progression.

#### Article 6.08 - Maintain and/or Accumulate Seniority

An employee shall maintain and/or accumulate his/her 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 his/her address.

(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, after which the employee will maintain his/her seniority but will no longer accumulate seniority.

Upon return from such absence, the employee shall return to the position held prior to his/her absence, or to one of equal rating, provided he/she is 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 leave of absence, an employee shall maintain and accumulate seniority.

#### Article 6.09 - Termination of Seniority

An employee's name shall be removed from the Company's list of employees and his seniority terminated by:

- (a) Voluntary quitting of job.
- (b) Exceeding authorized leave of absence, unless failure to return to work is unavoidable.

- (c) Discharge for just cause.
- (d) Failure to report for work within five (5) workdays and signify intention to return to work within three (3) working days after notification by registered letter to return to work, unless failure is proved to be unavoidable.
- (e) Exceeding seniority protection on layoff as provided in Article 6.08 (a).

## **ARTICLE 7 - HOURS OF WORK AND OVERTIME**

### Article 7.01 - Hours of Work

Eight (8) hours of work between the hours of 8:00 a.m. and 5:00 p.m. shall constitute a workday. Forty (40) hours of work in a five (5) day period, Monday through Friday, shall constitute a workweek.

In the event a second shift is required, the Company will meet with the Union and negotiate mutually agreeable hours of work.

### Article 7.02 - Overtime

- (a) All hours worked in excess of the hours specified for the day and afternoon shifts shall be paid at time and-one half the regular hourly rate of pay for the first hour immediately following the shift and double time thereafter.
- (b) All hours worked prior to starting time shall be paid at double the regular hourly rate of pay.
- (c) Work performed on Saturday/Sunday shall be paid for at the rate of double the regular hourly rate of pay.
- (d) Overtime premiums may be banked by the Company on a continuing basis at the option of the employee. Equivalent time off in lieu of payment will be taken at a time mutually agreed to by the Company and the employee. In the event that banked premiums are not used prior to December 31, of any year, payment of the balance will be made at the applicable rate of earning in force at the time the overtime was worked.

### Article 7.03 - Minimum Overtime Rates

- (a) Employees shall receive a minimum of one (1) hour's pay at overtime rates if required to work overtime.
- (b) Employees shall receive a minimum of four (4) hours' pay at overtime rates if called to work from their homes.

- (c) Employees shall receive one full day's notification if required to work overtime. In a case of emergency, this overtime notification may be waived.

#### Article 7.04 - Overtime Supper Money

Should an employee be required to work two (2) hours or more after quitting time, on any shift, he/she shall receive a half hour paid lunch period at the overtime rate, plus a \$10.00 cash meal allowance paid in advance of overtime. The employer reserves the right to provide a meal for the employee.

#### Article 7.05 - Rest Periods and Lunch

The Company agrees to grant all employees covered by this Agreement two (2) twelve (12) minute rest periods each day; one in the morning and one in the afternoon, at a time specified by the Company. Employees will be given a one-half hour unpaid lunch break as close to the middle of the day as possible. Employees called upon to work overtime shall be granted a twelve (12) minute coffee break every two hours while overtime lasts.

#### Article 7.06 - Wash-Up Time

All employees shall receive a three (3) minute wash-up time prior to their mid-day lunch break and three (3) minutes prior to the end of their regular shift.

### **ARTICLE 8 - HEALTH AND SAFETY**

#### Article 8.01 - Safety Rules

The Company shall make adequate provisions for the safety and health of the employees during the hours of employment. It is agreed that in the matter of safety practices, the existing rules and regulations of the province of British Columbia shall govern.

#### Article 8.02 - Safety Practices Committee

##### Requirements for Small Operations

In any operation where the work force is less than twenty (20) employees, the employer shall initiate and maintain a less formal program based on regular monthly meetings with employees for discussion of health and safety matters. The meetings shall be directed to matters of co-operative interest in the safety of the work force. The employer shall maintain a record of the meetings and the matters discussed.

#### Article 8.03 - On-the-Job Injury

- (a) If an employee is injured to such an extent that he/she is obliged to cease work, his/her wages will continue for the balance of the day on which he/she is 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 8.04 - Protective Items

- (a) Coveralls or smocks shall be provided to employees by the Company. Laundering of it shall be paid for by the Company.
- (b) Full-time painters and sandblasters will be provided with suitable footwear for the job, by the Company.
- (c) Each employee shall be reimbursed the sum of \$50.00 per year for safety footwear required, upon presentation of a receipt. This money may be accumulated for up to four (4) years.
- (d) Each employee will have the difference in cost between standard prescription lenses and safety prescription lenses paid by the Company.

### **ARTICLE 9 - LEAVE OF ABSENCE**

#### Article 9.01 - Leave of Absence - Union

- (a) The Company upon receiving four (4) weeks' notice in writing from the Business Manager or designate 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.
- (b) The Company, upon receiving two weeks' notice in writing, from the Business Manager or designate 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 one (1) member at any one time unless otherwise mutually agreed.

#### Article 9.02 - Bereavement Pay

In case of a death in the family of an employee, the Company will grant to the employee, four (4) days' Leave of Absence with pay at the employee's regular hourly rate of pay. Family shall mean; Spouse, Father, Mother, Legal Guardian, Son, Daughter, Brother, Sister, Father-in-law, Mother-in-law, Grandfather and Grandmother.

#### Article 9.03 - Jury Duty Pay

An employee who is called for jury duty or who is subpoenaed as a witness will continue to receive his/her regular rate of pay and will assign to the Company, the fees received from the Court.

### **ARTICLE 10 - COURSE TUITION - SPECIAL RATES**

- (a) Employees shall be reimbursed by the Company for tuition and other course costs when taking education training relating to their current employment or equipping themselves for job progression and advancement and under the Safety and First Aid Attendants' Program. These courses must be approved by the Company prior to enrolment; reimbursement is only paid to successful candidates.
- (b) Costs of employee training, including wages for those employees attending courses which result in a Certificate of competence in the Course, or subject taken, will be paid by the Employer providing the course or subject is work oriented or it is of benefit to the Company.

#### Article 10.02 - Welding Rate

Employees required to weld on galvanized, or painted metal, shall receive one and one-half (1.5) times their normal rate for such time employed. This clause does not pertain to material coated with oil for storage purposes.

#### Article 10.03 - Outside Work

When an employee is required to work at a job where they are unable to return to their residence at night, the employer will pay the employee an additional fifty dollars (\$50.00) per night.

The employer will pay all other costs of an employee working outside of the plant.

An employee with a three-phase "A" ticket will receive an additional two dollars (\$2.00) per hour for all hours worked outside the shop.

Article 10.04 - First Aid Attendant

Employee(s) designated as First Aid Attendant shall receive the following payments in addition to their regular wage:

\$0.50 per hour paid for Level II  
\$1.00 per hour paid for Level III

Article 10.05 – Mileage Allowance

When the Employer directs an employee to use their own vehicle for company business, the employees will be paid \$0.45 per kilometre for all kilometres driven.

**ARTICLE 11 - GENERAL HOLIDAYS**

Article 11.01

Employees shall observe the following holidays and will be paid at regular straight-time pay provided they have worked at least thirty (30) calendar days preceding the holiday. Employees who have not worked the thirty (30) days will be paid in accordance with the Employment Standards Act.

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

and any other day which might be declared by the federal and/or provincial governments.

If the general holiday falls on a Saturday or Sunday, it will be observed on the following Monday, unless otherwise mutually agreed.

Article 11.02

In addition to the statutory holidays listed in Article 11.01 one further floating holiday will be observed in each calendar year which will be mutually agreed upon and normally related to a weekend.

Article 11.03

Employees required to work on any of the above noted holidays shall be paid at double time for all hours worked, in addition to the regular holiday pay.

Article 11.04

When one of the aforementioned paid holidays occur during the period when an employee is taking his or her annual holidays, he or she shall receive an extra day's holiday in accordance with the provisions of the Agreement.

Article 11.05

No member of the Union shall be required to work on Labour Day excepting to preserve life or property.

Article 11.06

An employee on excused absence or who is on Sickness and Accident or Workers' Compensation Board benefits will be paid for the holiday falling during the benefit period but in no case for a period exceeding four (4) months.

**ARTICLE 12 - ANNUAL VACATIONS**

Article 12.01

Employees will be entitled to Annual Vacations in accordance with the following provisions:

<u>Seniority</u>	<u>Weeks on Vacation</u>	<u>% Pay</u>
(a) Less than one (1) year	0	4%
(b) One year but less than two	2	4%
(c) Two years but less than eight	3	6%
(d) Eight years but less than eleven	4	8%
(e) Eleven years but less than eighteen	5	10%
(f) Eighteen years and more	6	12%

Article 12.02

An employee who has completed 225 days of actual work (inclusive of a maximum of 22 days of absence due to verified illness, accident, or authorized leave of absence, which 22 days shall be considered days worked) during the "vacation year", shall be entitled to the greater of 6% or 120 hours of pay, 8% or 160 hours of pay, 10% or 200 hours of pay, 12% or 240 of pay in (c), (d), (e) or (f) respectively.

### Article 12.03

If during the term of this Agreement, the federal and/or British Columbia provincial governments shall, by legislation, set forth certain minimum vacation allowance standards to be observed within the province of British Columbia, and such minimum vacation allowance standards are greater than the allowance provided for in this Agreement, then such new minimum vacation allowance standards shall become part of this Agreement.

### Article 12.04

Payment for vacation will be based on all hours worked between July 1 to June 30 of the following year.

### Article 12.05

No employee shall be permitted to accept extra pay in lieu of actual vacation time off. Vacation periods are non-cumulative.

## **ARTICLE 13 - HEALTH AND WELFARE BENEFITS**

### Article 13.01

The Parties agree to implement a Health and Welfare Plan providing:

- (a) B.C. Medical Plan.
- (b) Manulife Financial as per Group Policy Number G0042913.
- (c) Members under 65 years of age who have not attained the Company retirement age shall participate in the above benefits.
- (d) The cost of the above benefits shall be:

100% paid for by the employer.

### Article 13.02 - Group Registered Retirement Savings Plan

All employees will be registered in the IBEW Group R.R.S.P. The employer will contribute two and three-quarters percent (2.75%) into the IBEW Group R.R.S.P. for all hours paid to each employee. All employees will contribute 1% of the Employer's contribution.

## **ARTICLE 14 - PAYMENT OF WAGES**

### **Article 14.01**

Employees will be paid in accordance with Appendix "A" (Wage Rates) and Appendix "B" (Job Descriptions) as appended hereto as part of this Agreement.

### **Article 14.02**

Wages shall be paid every second Wednesday prior to noon.

**ARTICLE 15 - SIGNATURES**

IN WITNESS WHEREOF, the Parties have hereunto affixed their hands and seals through their respective officers.

SIGNED BY THE COMPANY:

SIGNED BY THE UNION:

ALLIED CONTROLS LTD.

LOCAL UNION 258 OF THE  
INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS

\_\_\_\_\_  
President

\_\_\_\_\_  
DOUG S. McKAY  
Business Manager and  
Financial Secretary

\_\_\_\_\_  
Secretary

September 15, 2008  
Date

September 15, 2008  
Date

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APPENDIX "A"

April 1, 2008

Charge Hand - 115% of Journeyman			\$	31.00
Journeyman - 110% of Production/Technical Worker				26.96
Production/Technical Worker				
	Thereafter	-	100%	24.51
	25 - 30 months	-	95%	23.29
	19 - 24 months	-	90%	22.06
	3 - 18 months	-	85%	20.83
	7 - 12 months	-	80%	19.61
Hiring rate	0 - 6 months	-	75%	18.38
Contract Student - 65% of Production/Technical Worker – Hiring Rate 1				15.93
Summer Student - 40% of Production/Technical Worker – Hiring Rate				9.80

NOTE:

The classification of Production Workers and Technical Workers are very separate in their duties but they may be worked by the alternate classification, unrestricted and dictated by seniority.

## **APPENDIX "B"**

### **CLASSIFICATIONS**

#### **CHARGE HAND**

A fully qualified Journeyman who is capable of instructing and directing others in the department in which he works. A Charge Hand's crew will consist of more than three (3) exclusive of himself. He shall have a thorough knowledge of Shop practice and work in close co-operation with the Foreman concerned and the Production Manager.

#### **JOURNEYMAN - ELECTRICAL**

Ticketed tradesman with ability and experience to lay out, develop, and assemble, complete manufactured products including wiring and testing. Must have a working knowledge of C.S.A. requirements concerning air gaps, insulation and creep age between electrical circuits and ground. Must be able to read and work from blue prints. Required to bring to completion any project without supervision.

#### **NOTE:**

All Journeymen must be sufficiently responsible to work without direct supervision and must be capable of instructing and directing other lower paid employees within the trades.

#### **TECHNICAL WORKER**

The Technical Worker shall be a graduate of an accredited institute whose courses are recognized by the A.S.C.,T.T.B.C., classing the worker at a Technician level.

The duties of this position shall include: CADD drafting, manual drafting, PLC software design and debugging, panel design and debugging, field repair, project set-up, and Purchasing. The applicant must also have the ability to lay out, build and test panels with minimal supervision.

#### **PRODUCTION WORKER**

Ability to work in the Shop with a minimum of supervision. Must be able to read and work from blue prints. Perform a variety of duties including but not limited to panel assembly, wiring, painting and welding and a basic knowledge of C.S.A. requirements.

**LETTER OF UNDERSTANDING**

BETWEEN:

**ALLIED CONTROLS LTD.**

(hereinafter referred to as the "Company")

PARTY OF THE FIRST PART;

AND:

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

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART;

**RE: SUMMER STUDENTS**

1. To provide summer employment for students for the period of May 1 to Labour Day each calendar year. Local Union 258 members will be given first preference for hire.
2. There will be no summer students hired when members are on layoff or when work sharing programs are in effect.
3. Conditions of work and pay will be in accordance with the Collective Agreement except that they will not participate in the Health and Welfare or Pension Plans of the Company, nor will they have any rights under the following Articles of the Collective Agreement.

Article 6 – Seniority, Technological Change and Promotions

SIGNED BY THE COMPANY  
ALLIED CONTROLS LTD.

SIGNED BY THE UNION  
LOCAL UNION 258 OF THE  
INTERNATIONAL  
BROTHERHOOD OF  
ELECTRICAL WORKERS

\_\_\_\_\_  
President

\_\_\_\_\_  
DOUG S. McKAY  
Business Manager and  
Financial Secretary

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
September 15, 2008

Date

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allied.agr*

\_\_\_\_\_  
September 15, 2008

Date