

COLLECTIVE AGREEMENT

NCS INTERNATIONAL CO.

2011 - 2014

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COLLECTIVE AGREEMENT

THIS AGREEMENT entered into this 5th day of August, 2011.

BETWEEN:

NCS INTERNATIONAL CO.

(Hereinafter referred to as the "Employer")

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;

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 Employer and the Union.
2. To secure a prompt and fair disposition of grievances.
3. To prevent interruption of work.

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 **June 1, 2011** to and including **May 31, 2014** 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 of expiry 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 new Collective Agreement.

Article 1.02 - Industrial Relations Act of B.C.:

The operation of Section 50 of the *Labour Relations Code of B.C.* is hereby excluded.

Article 1.03 - Legislation 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 - New Classifications:

If a new job is created within the bargaining unit, the salary and classification is to be negotiated and failing agreement may be submitted to arbitration for final resolution.

Article 1.06 – Amendments:

Any of the conditions in this Agreement may be amended at any time if both parties agree to such amendment.

**ARTICLE 2 - UNION RECOGNITION AND WORK JURISDICTION - EMPLOYER AND
UNION RELATIONS**

Article 2.01 - Union Members:

This Agreement shall cover all employees of NCS International Co. at and from 3455 B Gardener Court, Burnaby, B.C., except office and sales staff.

Article 2.02 - Union Recognition – Membership:

- (a) The Employer 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 dues authorization cards and shall become members in good standing thereof on or about the date of hire.

- (b) All employees hereinafter described under this Article shall remain members in good standing thereof throughout the life of this Agreement as a condition of employment, provided, however, that the Union shall not request the Employer 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.
- (c) Union dues commence upon hire.
- (d) Dues must be forwarded to the Union office on forms supplied by the Union.
- (e) Application for membership cards and Union Dues Authorization cards must be signed and filled out by the employee on the date of hire and forwarded to the Union office immediately thereafter.

Article 2.03 - Management Rights:

- (a) Maintain order, discipline and efficiency.
- (b) Hire, rehire, classify, discharge, transfer, promote, demote or discipline employees, provided that a claim of discriminatory promotion, demotion or transfer or a claim that an employee has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided.
- (c) Generally to manage the industrial enterprise in which the Employer is engaged, and without restricting the generality of the foregoing, to determine the number and location of plants, the products to be manufactured, the methods of manufacturing or operating, schedules or production, kinds and locations of machines and tools to be used, processes of manufacturing and assembling, the engineering and designing of its products produced, and to determine and establish standards of performance for all machines, operations and employees.
- (d) Management shall exercise its rights in a manner that is fair, reasonable and consistent with the terms of this Agreement.

Article 2.04 - Initiation Fees and Union Dues Authorization:

- (a) The Employer agrees to honour a written assignment of wages for Union dues, assessments and initiation fees from an employee in favour of the Union, unless revoked by the employee.
- (b) The Employer 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) days, but not later than thirty (30) days from the pay day when deductions are made.

- (c) The Employer agrees to notify the Union immediately on the engagement of any employee and also to refer to the Union such employee prior to his/her commencing work.

Article 2.05 - Strikes, Lockouts and Legal Picket Lines:

- (a) The Union agrees that it will not cause, authorize or sanction nor permit its members to cause or take part in any sit-down, or slow-down in any department or any strike or stoppage of any of the Employer's operations or any curtailment of work or restriction or interference with the production of any picketing of the Employer's premises during the term of this Agreement.
- (b) The Employer agrees that it will not cause or sanction a lockout during the term of this Agreement.
- (c) 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 picket lines.
- (d) No Union employees will be required to ship goods that will be required to cross a picket line.

Article 2.06 - Union Representative:

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

Article 2.07 - Bulletin Boards:

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

Article 2.08 - 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 Employer, such permission not to be unreasonably withheld.

Article 2.09 - Technological Change:

For the purpose of this Article, "technological change" is defined as a change in facilities or working methods, which would result in the termination of any employee. The Employer agrees to provide

severance notice as per Part 8, Section 62 of the *Employment Standards Act*.

With due regard to the seniority provisions of this Agreement, the Employer 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 3 - SHOP STEWARDS

Article 3.01 – Appointment:

The Employer will recognize a Shop Steward who shall be selected in accordance with the Union rules and regulations as the representative of the employees in the bargaining unit and hereby recognizes that the appointment and removal thereof is solely vested in the Union.

Article 3.02 - New Appointments:

The Union will advise the Employer in writing of the identity of all Stewards and will also give notice in writing of any new appointment or removal thereof.

Article 3.03 – Authorization:

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 Employer or such other Union business as may be authorized by the Employer during working hours.

Article 3.04 - Reasonable Time:

The Employer shall allow Stewards reasonable time to conduct said Union business within their regularly established working hours at a mutually convenient time.

Article 3.05 – New Employee Orientation:

The Company agrees to notify the Union immediately on the engagement of any employees and also to refer to the Union such employees on their commencing work.

A new employee shall be advised by the Employer that a Collective Agreement is in effect which defines terms and condition of employment and provides for deduction of Union dues. A new employee shall be introduced to his/her Shop Steward by a representative of the Employer. The Company agrees that a Union Steward will be given an opportunity to meet with each new employee within regular working hours without loss of pay for thirty (30) minutes sometime during the first thirty (30) days of employment for the purpose of Union orientation.

ARTICLE 4 - GRIEVANCE PROCEDURE AND ARBITRATION

Article 4.01 – Preamble:

- (a) The following is the procedure that shall be used to adjust and settle all matters of complaints, disputes, grievances or controversies pertaining to the interpretation, application, operation or any alleged violation of this Agreement. It is mutually agreed by both parties that it is the spirit and intent to adjust complaints and grievances as quickly as possible and it is generally understood that an employee has no grievance until he/she has first given to his/her supervisor an opportunity to adjust the complaint. If the complaint is not adjusted to the satisfaction of the employee within a period of two (2) working days or such longer period as may be mutually agreed upon, it may be processed in accordance with the following grievance steps.
- (b) The Union may process a policy grievance concerning the interpretation of the Agreement on its own initiative commencing at Step 3.
- (c) All disputes arising as to matter of jurisdiction shall be referred to the International President of the Union.

Article 4.02 - Grievance Steps:

- Step 1:** In the event of a grievance, the employee may approach his/her Shop Steward to discuss the grievance.
- Step 2:** The Shop Steward then discusses the grievance with the appropriate supervisor. The supervisor will give an answer, in writing, to the Shop Steward within three (3) working days.
- Step 3:** Failing settlement, the Shop Steward refers the grievance to the Union Business Manager, or representative, who will take the matter up in writing with the appropriate Employer official within five (5) working days of the answer of the Department official.
- Step 4:** Failing settlement at this level within five (5) working days or a mutually agreed upon extension, the matter in dispute will be handled in accordance with Article 4.05 of this Agreement.

Article 4.03 - Employee Rates:

The Employer shall pay employees at their regular rates for Union business conducted during their regular working hours, subject to Articles 3.03 and 3.04.

Article 4.04 - Discharge, Suspension or Other Actions of Discipline:

- (a) If an employee believes he or she has been unjustly discharged, the matter will be taken up as a special grievance under Article 4.02 of this Agreement. Any such grievance shall be referred to the Manager within three (3) working days after the employee has been advised that he or she has been discharged from the Employer and the matter shall be disposed of within seven (7) working days from the time the Manager received notice of the grievance, except where a case is taken to Arbitration.
- (b) In cases of grievance for discharge, suspension, or other actions of discipline, such grievance may be settled by the Arbitrator by confirming the Employer'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.
- (c) The Shop Steward is to be kept informed and sign as having seen any formal reports made on employees that may result in disciplinary action.
- (d) In any interview dealing with disciplinary measures, the employee shall be accompanied by his/her Shop Steward.

Article 4.05 - Arbitration Procedure:

- (a) Any grievance or other matter in dispute between the Employer and the Union, involving the interpretation, application, operation or alleged violation of any Article of this Agreement, may in the event of failure to reach agreement therein, be referred by either party to Arbitration.
- (b) The party desiring to submit a matter to Arbitration shall deliver to the other party a Notice of Intention to Arbitrate. This notice shall state the matter at issue and shall state in what respect the Agreement has been violated or misinterpreted. The Notice shall also stipulate the nature of the relief or remedy sought.
- (c) The decision of the Arbitrator on the matter at issue shall be final and binding on both parties, but in no event shall the Arbitrator have the power to add to, subtract from, alter or amend this Agreement in any respect.
- (d) The parties shall immediately attempt to select a mutually acceptable Arbitrator within five (5) days of notice and failing agreement shall petition the Minister of Labour to make such appointment.

ARTICLE 5 - SENIORITY

Article 5.01 – Seniority:

Seniority shall mean the length of accumulated service that an employee has accumulated with the Employer subject to Article 5.06.

Article 5.02 - Seniority II:

- (a) In matters concerning layoff and recall of employees, the Employer shall select individuals on the basis of seniority providing the senior employee is qualified to perform the available work.
- (b) Employees will receive notice as per Part 8, Section 62 of the *Employment Standards Act*.

Article 5.03 - Seniority III:

In matters concerning the promotion of employees **and the filling of vacancies** the Employer shall select individuals on the basis of merit, ability and seniority and where the relative merit and ability of two employees is equal, seniority shall govern. Merit and ability includes knowledge, training, skill, efficiency, reliability and physical fitness. **The senior qualified employee shall be given the first right of refusal for the filling of a temporary position.**

Article 5.04 - Probationary Period:

After an employee has an accumulated period of service of sixty (60) working days with the Employer, he/she shall be granted seniority, which shall date retroactively to the date he/she entered the employ of the Employer. During this sixty (60) working day period, employees shall be on a probationary period, during which time either party can terminate employment without notice. This period is designed to help both parties evaluate the other without commitment, and it is not considered a guaranteed period of employment.

The Employer may request from the Union Business Manager an additional sixty (60) days maximum of probation for an employee who may not pass the original sixty (60) days of probation. An employee hired to replace an employee on sick leave or off work due to an accident will not accumulate seniority during the replacement period.

Article 5.05 - Maintain and/or Accumulate Seniority:

An employee shall maintain and/or accumulate his or 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 Employer informed of any change in his or 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. Upon return from such absence, the employee shall return to the position held prior to his or her absence, or to one of equal rating, providing he or she is capable of performing former duties.
- (c) Leave of Absence - During authorized leave of absence, an employee shall maintain and accumulate seniority.

Article 5.06 - Termination of Seniority:

An employee shall lose seniority in the event that:

- (a) He or she is discharged for just cause.
- (b) He or she voluntarily terminates or abandons his/her position.
- (c) He or she is on layoff for twenty-four (24) months.
- (d) He or she is absent from work without authorization for three (3) or more working days without notifying the Employer unless such notification was impossible.
- (e) He or she fails to respond to a recall from layoff within three (3) working days from the date of notice by registered letter or fails to report to work within five (5) working days of such notice.

Article 5.07 - Leave of Absence – Union:

- (a) The Employer, upon receiving four (4) weeks' notice in writing from the Executive Officers of the Union, agrees to grant a leave of absence without pay to not more than one (1) employee for full-time service with the Union. Such leave of absence is not to exceed twelve (12) months at a time, unless there is mutual agreement to an extension.
- (b) The Employer, upon receiving two (2) weeks' notice in writing from the Executive Officers 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 5.08 - Leave of Absence – Personal:

Leave of Absence will be considered by the Manager on an individual basis. Staffing requirements and workload will be taken into consideration by management when considering Leave of Absence requests.

ARTICLE 6 - HEALTH AND WELFARE AND SAFETY

Article 6.01 - Safety Rules:

The Employer shall make adequate provisions for the safety and health of the employee 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 6.02 - Safety Meetings:

The Employer shall initiate and maintain a program based on regular monthly meetings with employees for discussion of health and safety matters. The meetings will be held in accordance with the Rules and Regulations as set out by the Workers' Compensation Board. The meeting shall be directed to matters concerning the correction of unsafe conditions and practices and the maintenance of co-operative interest in safety of the workplace. The Employer shall maintain a record of the meetings and the matters discussed.

Article 6.03 - On-the-Job Injury:

- (a) If an employee is injured to such an extent that he/her is obliged to cease work, his or her wages will continue for the balance of the day on which he or she is injured.
- (b) The Employer 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 Employer's premises.

Article 6.04 - Protective Clothing:

Protective clothing will be supplied to employees whose duties are particularly hard on clothing. The clothing supplied is to be worn by all employees during work hours.

The Employer will provide one (1) pair of Employer-approved safety work shoes to employees each year. Employees will be eligible for Employer-provided safety shoes on the completion of their probationary period.

Article 6.05 - Paid Absences of a Social Nature:

- (a) **Bereavement Pay**
 - Five (5) days for spouse or child.
 - Three (3) days for parents, sister, brother, mother-in-law or Father-in-law.
 - One (1) day for grandmother, grandfather, grandchild, sister-in-law or brother-in-law.
- (b) **Wedding**
 - Two (2) days if wedding is on a workday, one (1) day if not.

Also one (1) day if close family (child, brother, sister, father, mother or father/mother of spouse) get married on a workday.

- (c) Birth of Child - Two (2) days for men.
- (d) Adoption of Child - Two (2) days.
- (e) Moving - One (1) day if on a workday.

Article 6.06 - Jury Duty Pay:

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

Article 6.07 - Employer Rules:

- (a) It is agreed by both parties that, as a condition of employment, the rules and regulations of the Employer, as posted on the notice board, 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 Employer agrees that prior to any change in the Employer's rules, the Union will be notified.

Article 6.08:

A joint committee shall be established to promote the co-operative resolution of workplace issues, to respond and adapt to change in the economy, to foster the development of work-related skills and to promote workplace productivity.

Article 6.09 – Respectful Workplace:

Any discriminatory behaviour at or related to the workplace which denies an individual their dignity and respect or affects their job security by creating an intimidating, offensive, embarrassing or humiliating work environment is considered to be personal harassment and will not be tolerated.

Personal harassment is defined to include but not be limited to discrimination on the basis of race, national or ethnic origin, colour, religion, age, sexual orientation, pregnancy, childbirth, marital status, family status, disability, conviction for which a pardon has been granted, political affiliation, Union membership, participating in the lawful activities of the Union and preventing, by any means or manner, the exercise of any rights conferred under this Agreement or under any law of Canada, its provinces, and/or its territories.

ARTICLE 7 - HOURS OF WORK

Article 7.01 - Working Hours:

- (a) The regular hours of work for employees will be eight (8) hours per day, Monday to Friday, with a total of forty (40) hours for the week.
- (b) Working hours shall be adjusted as required between the hours of 6:00 a.m. and 12:00 a.m.
- (c) A shift differential of **seventy-five cents (\$0.75)** per hour will be paid for hours worked after 5:00 p.m. when on the late shift. When there is a full second shift all hours on the second shift will attract a premium of **seventy-five cents (\$0.75)** per hour.

Article 7.02 – Overtime:

(a) Overtime Rates:

The rate of pay for overtime shall be time and one-half for the first two (2) hours worked after the regular work shift, during the regular work week, and for the first two (2) hours on the sixth day. All additional time worked shall be at the double-time- rate including all hours worked prior to the normal starting time of any shift, all hours worked on the seventh day and the Statutory Holidays as listed in Article 7.06.

- (b) Where overtime work is necessary, the Employer shall make every effort to see that such overtime is distributed on a fair and equitable basis; first, amongst those normally performing the work and second, amongst those capable of performing the work. Senior employees have the first right of refusal.
- (c) Overtime premiums may be banked by the Employer on a continuing basis at the option of the employee. Equivalent time off in lieu of payment to be taken at a time mutually agreed to by the Employer 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 earnings in force at the time the overtime was worked.

Article 7.03 - Minimum Overtime Rates:

- (a) Employees shall receive two (2) hours' pay at the overtime rates, if notified to work overtime for more than a thirty (30) minute duration. In the case of an employee working overtime to load or unload trucks, if overtime is less than thirty (30) minutes in duration, the appropriate overtime rates will be paid for all time worked.
- (b) Employees shall receive a minimum of four (4) hours' pay at overtime rates if called to work from their home.

The Employer will make available to sales staff a list in order of warehouse employees to be called to work if required.

- (c) Should an employee be required to work more than two (2) hours after regular quitting time on any shift, he/she shall be paid ten dollars (\$10.00) supper money. When an employee is required to work more than two (2) hours of overtime, a paid meal period at an agreed upon time will be given.
- (d) Overtime premiums shall not be compounded.

Article 7.04 - Rest Period:

The Employer agrees to grant all employees covered by the Agreement, two (2) fifteen (15) minute rest periods each day, one in the morning and one in the afternoon, at a time specified by the Employer. These rest periods must be taken in a location deemed acceptable by the Employer.

Article 7.05 - Annual Holidays:

- (a) An employee with less than twelve (12) months' service with the Employer shall be entitled to vacation pay in accordance with the provisions of the *British Columbia Employment Standards Act*.
- (b) An employee with twelve (12) months or more service with the Employer and who has completed two hundred and twenty-five (225) days of actual work inclusive of a maximum of twenty-two (22) days of absence due to verified illness, accident or authorized leave of absence, which twenty-two (22) days shall be considered days worked, during the vacation year shall be entitled to two (2) weeks' vacation with pay amounting to four percent (4%) of gross wages earned or eighty (80) hours' pay, whichever is the greater.
- (c) An employee whose third (3rd) year of service with the Employer is completed by December 31 and who has completed two hundred and twenty-five (225) days of actual work inclusive of a maximum of twenty-two (22) days of absence due to verified illness, accident or authorized leave of absence, which twenty-two (22) days shall be considered as days worked, during the vacation year shall be entitled to three (3) weeks' vacation with pay amounting to six percent (6%) of gross wages earned or one hundred and twenty (120) hours' pay, whichever is the greater.
- (d) An employee whose tenth (10th) year of service with the Employer is completed by December 31 and who has completed two hundred and twenty-five (225) days of actual work inclusive of a maximum of twenty-two (22) days of absence due to verified illness, accident or authorized leave of absence, which twenty-two (22) days shall be considered as days worked, during the vacation year shall be entitled to four (4) weeks' vacation with pay amounting to eight percent (8%) of gross wages earned or one hundred and sixty (160) hours' pay, whichever is the greater.
- (e) An employee whose twentieth (20th) year of service with the Employer is completed by

December 31 and who has completed two hundred and twenty-five (225) days of actual work inclusive of a maximum of twenty-two (22) days of absence due to verified illness, accident or authorized leave of absence, which twenty-two (22) days shall be considered as days worked, during the vacation year shall be entitled to five (5) weeks' vacation with pay amounting to ten percent (10%) of gross wages earned or two hundred (200) hours' pay, whichever is the greater.

- (f) An employee whose thirtieth (30th) year of service with the Employer is completed by December 31 and who has completed two hundred and twenty-five (225) days of actual work inclusive of a maximum of twenty-two (22) days shall be considered as days worked, during the vacation year shall be entitled to six (6) weeks' vacation with pay amounting to twelve percent (12%) of gross wages earned or two hundred and forty (240) hours' pay, whichever is the greater.
- (g) An employee on layoff or termination of an employee with more than twelve (12) months' service with the Employer who has not completed the minimum two hundred and twenty-five (225) days of actual work inclusive of a maximum of twenty-two (22) days of absence due to verified illness, accident or authorized leave of absence, which twenty-two (22) days shall be considered as days worked, during the vacation year shall be entitled only to vacation amounting to four percent (4%), six percent (6%), eight percent (8%), ten percent (10%), or twelve percent (12%) of gross wages earned during the vacation year, whichever is applicable.
- (h) No employee shall be permitted to accept extra pay in lieu of actual vacation time off. Vacation periods are non-cumulative.
- (i) Payment for vacation will be based on service completed between July 1 and June 30 of the following year.
- (j) When an employee is laid off, he/she may take the earned annual vacation pay on the date he or she is laid off, at the discretion of the employee.
- (k) When an employee has taken their full entitlement of vacations prior to their anniversary date, and are then laid off or terminated prior to their anniversary date, the Employer has the right to withhold unearned vacation pay that has been paid from an employee's final cheque. Employees will be required to sign an Authorization Letter prior to taking unearned vacations.

Article 7.06 - General Holidays:

- (a) Double time in addition to regular general holiday pay shall be paid employees for work performed on the day on which the following general holidays are observed:

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

and two (2) additional days (Easter Monday and Heritage Day, if declared as a Statutory Holiday) to be scheduled at a time mutually agreed upon and any other holiday as declared by the British Columbia and/or federal governments.

- (b) If no work is performed on the general holidays enumerated in Article 7.06 (a), employees shall receive straight-time pay.
- (c) In order to qualify for the pay set out in Article 7.06 (a) above, an employee must have been on the payroll of the Employer for at least fifteen (15) days within the prior thirty (30) days immediately preceding the holiday.
- (d) When one of the aforementioned pay holidays occurs 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.
- (e) No member of the Union shall be required to work on Labour Day excepting to preserve life or property.
- (f) The Warehouse shutdown between Christmas and the New Year will be posted on the bulletin board by the Employer as early as possible

Any employee booking travel arrangements during this period will get approval for the time off prior to booking the trip. When the management has approved the travel and then must cancel the time off or change the dates, the Employer will cover all monetary loss to the employee.

Article 7.07 - Payment of Wages:

Wages will be paid every second (2nd) Thursday.

ARTICLE 8 - BENEFITS

Article 8.01 - Insured Benefits

Local 258 Health and Welfare Plan will provide the following to all full-time employees in accordance with plan eligibility.

Vision Care – **Two hundred and fifty dollars (\$250.00)** every twenty-four (24) months.

- 75% premiums paid by Employer; 25% premium paid by employee.

Dental - see benefit card.

Life Insurance – two (2) times annual salaries to a maximum of \$100,000.

AD&D – two (2) times annual salaries to a maximum of \$100,000.

LTD – sixty-seven percent (67%) of salary to a maximum of \$4,000.00 per month.

As an option, employees may purchase Extended Health Benefits by contacting D.A. Townley and Associates.

The Employer will enrol all employees in the Plan and notify D.A. Townley that the employee has completed their probationary period. The Employer will forward **eighty-five dollars and forty-five cents (\$85.45)** per month for a single person and **one-hundred and sixty-six dollars and twenty cents (\$166.20)** per month for an employee married or with dependants.

This amount paid by the Employer will be increased to the Union to reflect any increases in Health and Welfare premium increases **that occur during the contract.**

Article 8.02 - Medical Benefits:

The Employer shall provide and pay seventy-five percent (75%) of the premium cost of B.C. Medical Plan. This benefit will commence on the 1st of the month following three full months of employment.

Article 8.03 - Weekly Income:

In accordance with the Employee Handbook, the Employer shall provide at no cost to the employees:

Weekly Income Benefits equal to:

- First sixty (60) working days – no Employer-provided benefits.
- Completion of probation to one (1) year – first week no benefits; thereafter fifteen (15) weeks at sixty-six and two-thirds percent (66 2/3%).
- One (1) to two (2) years – one (1) week at one-hundred percent (100%); thereafter fourteen (14) weeks at sixty-six and two-thirds percent (66 2/3%) of base wages.
- Two (2) to three (3) years – two (2) weeks at one-hundred percent (100%); thereafter

- thirteen (13) weeks at sixty-six and two-thirds percent (66 2/3%) of base wages;
- Three (3) to five (5) years – three (3) weeks at one-hundred percent (100%) of base wages; thereafter twelve (12) weeks at sixty-six and two-thirds percent (66 2/3%) of base wages.
 - Five (5) to ten (10) years – nine (9) weeks at one-hundred percent (100%) of base wages; thereafter six (6) weeks at sixty-six and two thirds percent (66 2/3%) of base wages.
 - Ten (10) years and over – fifteen (15) weeks at one-hundred percent (100%) of base wages.

Article 8.04 - Sick Leave:

In addition to the insured benefits, each employee will be entitled to five (5) days absence with pay per year due to bona fide illness(s). **Two (2) of which may be used as family days.**

Article 8.05 – Eligibility:

Any employee's specific coverage for reimbursement of a claim for the benefits set forth above shall be as per the Policy contract with the underwriter.

Article 8.06 - Group R.R.S.P.:

Effective June 1, 2011 the Employer shall contribute **six percent (6%) and the employee shall contribute one percent (1%)** of an employee's gross wages to a Union Group R.R.S.P.

Effective June 1, 2012 the **Employer shall contribute seven percent (7%) and the employee shall contribute two percent (2%) of an employee's gross wages to a Union Group R.R.S.P.** The R.R.S.P. contribution will commence on the completion of an employee's probationary period.

The Employer will deduct and forward employee voluntary contributions to the Union's Group R.R.S.P.

ARTICLE 9 - LEAD HAND POSITION

Article 9.01 – Appointment:

On shifts when the Warehouse Supervisor is absent or unavailable, management will appoint a lead hand who will be paid a premium of thirteen percent (13%) above his/her existing rate of pay for the duration of his/her duties. These lead hand duties will include training of new employees, leading, guiding and directing employees in order to maintain order and efficiency in the department, and working in close co-operation with the Manager or other Employer designate. Under no circumstances will a lead hand and Warehouse Supervisor be required simultaneously. The incumbent lead hand will have right of recall.

ARTICLE 10 - WAGE SCHEDULE

Article 10.01 - Warehouseman

	<u>June 1, 2011</u>	<u>June 1, 2012</u>	<u>June 1, 2013</u>
Summer Student	\$ 11.82	\$ 12.05	\$ 12.42
Warehouseman (per hour wages):			
Starting	\$ 13.26	\$ 13.53	\$ 13.93
After six months	\$ 15.56	\$ 15.87	\$ 16.35
After twelve months	\$ 17.09	\$ 17.43	\$ 17.95
After twenty-four months	\$ 20.66	\$ 21.07	\$ 21.70
After thirty-six months	\$ 22.54	\$ 22.99	\$ 23.68
<u>Fully cross trained premium</u>	<u>\$ 0.05</u>	<u>\$ 0.10</u>	<u>\$ 0.15</u>

Management will have the right to assess employees and place them higher on wage scale based on experience and not seniority only.

ARTICLE 11 - AGREEMENT SIGNATURES

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

PARTY OF THE FIRST PART:

Signed for by the Employer
NCS INTERNATIONAL CO.

GARY McNEIL

Date

PARTY OF THE SECOND PART:

Signed for by the Union
LOCAL UNION 258 OF THE
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

DOUG S. McKAY
Business Manager and
Financial Secretary

August 5, 2011
Date

LETTER OF UNDERSTANDING #1

Temporary Employees:

It is understood that from time to time NCS may require the use of temporary employees. NCS may use persons provided through a third party labour broker or personnel agency, on the condition that no NCS employee with more seniority is on layoff and on the condition that these persons provided to NCS are paid the applicable wage rate in the Collective Agreement and remit dues to the Union in accordance with the Collective Agreement. Any temporary employee who attains sixty (60) working days in a fifty-two (52) week period will attain seniority as per Article 5.04 and thereafter be entitled to all provisions of the Collective Agreement.

ON BEHALF OF THE EMPLOYER
NCS INTERNATIONAL CO.

ON BEHALF OF THE UNION
LOCAL UNION 258 OF THE
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

GARY McNEIL

DOUG S. McKAY
Business Manager and Financial Secretary

Date

August 5, 2011
Date

LETTER OF UNDERSTANDING #2

Shift Selection:

Senior employees will be given the first option to select their start time when working on all jobs except shipping. This clause may be cancelled if employees and the Employer agree to cancellation.

ON BEHALF OF THE EMPLOYER
NCS INTERNATIONAL CO.

ON BEHALF OF THE UNION
LOCAL UNION 258 OF THE
INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS

GARY McNEIL

DOUG S. McKAY
Business Manager and Financial Secretary

Date

August 5, 2011
Date



LETTER OF UNDERSTANDING #3

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 NCS International Co., members are on layoff or when work sharing programs are in effect.
3. Conditions of work will be in accordance with the Collective Agreement except that they will not participate in the Health and Welfare Group R.R.S.P., nor will they have any rights under the following Articles of the Collective Agreement.
 - Article 2.09 - Technological Change
 - Article 5 - Seniority
 - Article 6.05 - Paid Absences of a Social Nature
 - Article 6.06 - Jury Duty Pay

ON BEHALF OF THE EMPLOYER
NCS INTERNATIONAL CO.

ON BEHALF OF UNION LOCAL 258 OF
THE INTERNATIONAL
BROTHERHOOD OF ELECTRICAL
WORKERS

GARY McNEIL

DOUG S. McKAY
Business Manager and Financial Secretary

Date

August 5, 2011
Date

