

**COLLECTIVE AGREEMENT**

**Between**

**PHILIPS LEDALITE**

**AND**

**NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS  
UNION OF CANADA (CAW-CANADA) CAW  
LOCAL 114**



**June 1, 2011 – May 31, 2014**

# TABLE OF CONTENTS

ARTICLE 1 - RECOGNITION	1
1.1 Bargaining Recognition	1
1.2 Bargaining Unit Defined	1
1.3 Bargaining Unit Work	1
1.4 No Other Agreement	1
ARTICLE 2 - RESERVATIONS TO MANAGEMENT	1
2.1 Management Rights	1
ARTICLE 3 - UNION SECURITY	2
3.1 Union Dues Deductions	2
3.2 Union Membership	2
3.3 Access to Company Premises	2
3.4 Shop Steward Recognition	3
3.5 No Discrimination for Union Activity	3
3.6 Bulletin Boards	3
3.7 Address and Phone Lists	3
3.8 Paid Education Leave	3
3.9 Social Justice Fund	4
3.10 Disclosure of Personal Information to the Union	5
3.11 Picket Line	5
ARTICLE 4 - HOURS OF WORK	5
4.1 (a) Current Hours of Work	5
4.2 Lunch Breaks	7
4.3 Cleanup Time	7
4.4 Rest Periods	7
4.5 Shift Rotation	7
4.6 Weekend Shift Premium	7
ARTICLE 5 - OVERTIME	7
5.1 Definition of Overtime	7
5.2 Overtime Rates	8
5.3 Overtime Voluntary	8
5.4 Calculation of Overtime	8
5.5 Overtime Meal and Rest Periods	8
5.6 Overtime Distribution	8
5.7 Payment for Overtime and Work on Paid and Statutory Holidays	9
5.8 Banking of Overtime	9
ARTICLE 6 - VACATIONS	9
6.1 Entitlement and Percentage	9
6.2 <b>VACATION SCHEDULING PREFERENCE BY SENIORITY</b>	10
6.3 Divided Vacations	10
6.4 Vacation Displaced by Disability	10
6.5 Vacation on Statutory and Paid Holidays	11
6.6 Requirement to Take Vacation	11
6.7 Vacation Pay on Termination	11
6.8 Vacation Carry Over	11
6.9 Payment of Vacation Pay	11

ARTICLE 7 - STATUTORY AND PAID HOLIDAYS	12
7.1 Holidays Designated	12
7.2 Eligibility	12
<b>7.3 Statutory Holiday Pay and Calculation</b>	12
7.4 Employees on Flexible Shift Schedule	13
ARTICLE 8 - GRIEVANCE PROCEDURE	13
8.1 Procedure	13
<b>8.2 Group, Policy, Suspension or Discharge Grievances</b>	14
8.3 Grievor's Right to be Present	14
8.4 Technical Errors or Omissions	14
8.5 Time to Process Grievance	14
ARTICLE 9 - ARBITRATION	14
9.1 Procedure	14
ARTICLE 10 - DISCIPLINE	15
10.1 Just Cause	15
10.2 Right to Representation	15
10.3 Employee and Union Advised of Complaint	15
10.4 Access to Personnel File	16
10.5 Signing not Agreement	16
ARTICLE 11 - SAFETY	16
11.1 Safety, Health And Environment Responsibility	16
11.2 Health, Safety And Environment Committee	16
11.3 Injured Worker Provisions	18
11.4 First Aid Attendants	18
11.5 Workers' Compensation Board	18
11.6 Disclosure of Information	18
11.7 Confidentiality	19
11.8 Working Alone	19
11.9 Safety Seminars	19
11.10 Disability Accommodation	19
ARTICLE 12 - SENIORITY	20
12.1 Definition	20
12.2 Probationary Period	21
<b>12.3 Seniority Cancelled</b>	21
<b>12.4 Notice of Layoff</b>	22
12.5 Lay Off Procedure	22
12.6 <b>Alternatives to Layoff</b>	22
12.7 <b>No Hiring During Lay Off</b>	23
12.8 Recall Procedure	23
12.9 Seniority Lists	23
12.10 <b>Additional Seniority Lists</b>	23
12.11 Plant Closure/Technological Change	24
ARTICLE 13 - JOB POSTING	24
13.1 Posting Provisions	24
13.2 Successful Applicant	24
13.3 No Successful Applicant	25
13.4 Job Posting	25

ARTICLE 14 - GENERAL PROVISIONS	25
14.1 Work Away From Plant	25
14.2 "Moonlighting"	25
14.3 Protective Clothing	25
14.4 Uniforms and Coveralls	26
14.5 Washing Facilities	26
14.6 Lockers	26
14.7 Lunch Room	26
14.8 Plant Conditions	26
14.9 Copy of Agreement	26
14.10 Training	27
14.11 Training Outside Normal Scheduled Working Hours	27
<b>14.12 No Strike, No Lockout</b>	27
ARTICLE 15 - LEAVES OF ABSENCE	27
15.1 Paid Leave – <b>Bereavement</b> Leave	27
15.2 Jury Duty	27
15.3 Leave for Union Business	28
15.4 Leave for Personal Reasons	28
15.5 Paid Birth or Adoption Leave	29
15.6 Maternity/Paternity Adoption Leave	29
15.7 <b>Paid Care Days</b>	29
15.8 Doctors Notes	29
15.9 Education Leave	29
ARTICLE 16 - HEALTH AND WELFARE BENEFITS	30
16.1 Group Benefits and Health and Welfare Plans	30
16.2 Description of Benefit Levels	30
16.3 Benefit Continuation	32
16.4 RRSP	32
ARTICLE 17 - WAGES	33
17.1 Wage Schedule	33
17.2 New or Changed Job Classification	33
17.3 Pay Days	34
17.4 Pay Guarantee	34
ARTICLE 18 - TECHNOLOGICAL CHANGE	34
18.1 Definition	34
18.2 Introduction	34
ARTICLE 19 - HUMAN RIGHTS AND HARASSMENT	35
19.1 Definition	35
19.2 Lodging a Complaint/Grievance	35
19.3 Investigation	35
19.4 Arbitration of Complaint/Grievance	36
19.5 Transfer Due to Complaint/Grievance	36
ARTICLE 20 - DURATION OF AGREEMENT	36
20.1 Duration of the Agreement	36
20.2 Continuation and Bargaining	37
20.3 Duration as Agreed Only	37
APPENDIX "A"	39
<b>WAGE RATES</b>	39
<b>NOTES TO WAGE SCALE</b>	40

LETTER OF UNDERSTANDING #1	41
<b>TEMPORARY PLANT SHUTDOWN</b>	41
LETTER OF UNDERSTANDING #2	42
NEW HIRE WAGE RATES	42
LETTER OF UNDERSTANDING #3	43
JOB DESCRIPTIONS	43
LETTER OF UNDERSTANDING #4	44
<b>10 HOUR SHIFTS (SHEET METAL)</b>	44
LETTER OF UNDERSTANDING #5	45
<b>TEMPORARY EMPLOYEES</b>	45
LETTER OF UNDERSTANDING #6	46
<b>JOB POSTINGS REQUIRING TESTING</b>	46
LETTER OF UNDERSTANDING #7	47
<b>RECALIBRATION OF VACATION</b>	47

## **ARTICLE 1 - RECOGNITION**

### **1.1 Bargaining Recognition**

The Company recognizes the Union as the exclusive bargaining agency for its employees as defined in **Clause 1.2** of this agreement, for the purposes of concluding an agreement providing for rates of pay, hours of work and other conditions of employment with the Company.

### **1.2 Bargaining Unit Defined**

The term "employee" under this agreement shall include all employees of the Company employed at its operations as per the bargaining certificate at Langley, British Columbia, who are covered by the terms of this agreement.

### **1.3 Bargaining Unit Work**

Employees whose regular jobs are not in the bargaining unit shall not work on any jobs in the bargaining unit except for the purposes of training and instruction, the testing of new products or processes, or business emergencies of short duration provided no bargaining unit employee is displaced from their regular job by reason of the use of non-bargaining unit personnel. This **Clause 1.3** is not intended to interfere with the normal or customary work of Company foremen or supervisors as it relates to bargaining unit functions.

### **1.4 No Other Agreement**

No employee shall be required or permitted to make a written or oral agreement with the Company which may conflict with the terms of this agreement.

## **ARTICLE 2 - RESERVATIONS TO MANAGEMENT**

### **2.1 Management Rights**

The Union recognizes the right of the Company to manage its business, including the right to assign and discipline any employee, the right to determine the methods of production and the products to be produced, the right to make and alter rules and regulations to be observed by the employees, and all other management rights not specified are reserved to the Company except where such rights are expressly modified by the terms of this agreement.

## ARTICLE 3 - UNION SECURITY

### 3.1 Union Dues Deductions

#### (a) Deductions Forwarded

The Company agrees to deduct once each month, from the earnings of each employee covered by this Agreement such sum by way of monthly dues, fines and assessments or their equivalent, as may be fixed by the Local Union. The total amount so deducted, with an itemized statement of same in duplicate, shall be forwarded to the Union, prior to the fifth (5th) day of the month, immediately following in the manner provided for in Sub-Section (b) hereof.

#### (b) Cheques Made Out to Local

Cheques shall be made payable to the Local Union Secretary-Treasurer and forwarded to the Local Union.

#### (c) New Employees

All new employees will be required to join the Union as a condition of employment and will be required to complete the Union membership Application Form and Dues Check-off procedures at the point of hiring. The Company shall return the completed membership forms to the Union with the next regular dues check-off. A new employee will be introduced to their respective shop steward within the first week of employment.

### 3.2 Union Membership

As a condition of employment, each employee in the bargaining unit must maintain membership in good standing in the Union, and each employee shall be required to sign the prescribed authorization form, authorizing the Company to implement the provisions of Section 3.1 (a) above, with dues deductions to commence in the month of employment in accordance with local union bylaws.

### 3.3 Access to Company Premises

The Union Representative(s) shall be allowed access to the Company's premises during the luncheon period on routine matters **and for quarterly visits**. When it is necessary to hold a meeting or to enter the premises at any other time than the luncheon period, with the exception of posting Union notices, permission shall be first obtained from the Management.

### 3.4 Shop Steward Recognition

The Shop Stewards selected by the Union and recognized by the Company shall be allowed reasonable time off during working hours for the purposes of investigation and discussion of submitted grievances. Such time will not unduly disrupt the work of the Shop Steward or the grievor. When the Company finds it necessary to layoff or discharge a Shop Steward the Union shall be notified prior to such layoff or discharge. In the case of a layoff, the Company agrees to give notice to the Union as described in **Clause 12.8**.

### 3.5 No Discrimination for Union Activity

The Company or person acting on its behalf shall not discharge, suspend, transfer, layoff or otherwise discipline an employee, or discriminate against a person in regard to employment or a condition of employment because of that person's lawful activity in the Union.

### 3.6 Bulletin Boards

The Union will have the exclusive use of two (2) bulletin board(s), one in the lunchroom and one near the washrooms, provided by the Company, for the purpose of posting official Union notices which may be of interest to Union members. All such material may be posted only upon the authority of the Executive Committee of the Union.

### 3.7 Address and Phone Lists

The Company agrees to provide the Union with a complete employee list of names, address and telephone numbers every three (3) months. Changes to these will be noted and provided to the Union on a monthly basis. It is understood that the Company shall not supply unlisted telephone numbers without prior approval of the affected employee.

### 3.8 Paid Education Leave

- (a) The Company agrees to pay into a special fund three cents per hour per employee for all hours worked, statutory holidays and vacation hours taken for the purpose of providing paid education leave. Such leave shall be for upgrading the employee skills in all aspects of trade union functions. Payments should be made on a quarterly basis into a trust fund established by the National Union, CAW, effective from date of ratification. Cheques shall be made payable to:

CAW Leadership Training Fund  
CAW Canada  
205 Placer Court  
Willowdale, ON M2H 3H9

- (b)** The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, shall be granted a leave of absence without pay for twenty (20) days class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on said leave of absence shall continue to accrue seniority and benefits during such leave.

### 3.9 Social Justice Fund

- (a)** The purpose of this fund would be to provide financial assistance to such entities as food banks, registered Canadian charities, and international relief measures to assist the innocent victims of droughts, famines and other dislocations.
- (b)** Subject to the following conditions, the Company will make quarterly contributions to such a fund equal to one cent (1¢) for each straight time hour worked.
- (c)** The Company will make these quarterly payments provided that:
  - (i)** The Union maintains the fund as a non-profit corporation under the Canada Corporations Act, and ensures that all necessary steps are taken to maintain the corporation in proper legal standing and that all requirements of the Act are met.
  - (ii)** The Union maintains the registration of the non-profit corporation under the Income Tax Act of Canada in good standing.
  - (iii)** The Union maintains a favourable Income Tax Ruling from the federal Department of National Revenue that all contributions which the Company makes to the non-profit corporation are tax deductible.
  - (iv)** The Union provides the Company with annual audited financial statements of, and summaries of each year's donations made by the non-profit corporation.
  - (v)** The objects, by-laws and resolutions of this non-profit corporation should limit it to making the following types of financial contributions:
    - (1)** contributions to other Canadian non-partisan charities that are registered under the Income Tax Act;
    - (2)** contributions to non-partisan international relief efforts that are recognized by the Canadian International Development

Agency (CIDA), or any successor body that performs like functions;

- (3) contributions to any Canadian or international non-partisan efforts to which other Canadian charities that are registered under the Income Tax Act are also making contributions;
- (4) contributions to any non-governmental and non-partisan development group recognized by CIDA and registered as a charity under the Income Tax Act.

### **3.10 Disclosure of Personal Information to the Union**

- (a) **Both parties recognize that in order to fulfill its obligations as the exclusive bargaining agent for members of the bargaining unit, the Union may require the disclosure by the Employer of personal employee information. As such, the Employer agrees to release the required information to the Union on the understanding that it will be relevant to a specific issue or grievance covered by the terms of this Collective Agreement. Release by the Employer of personal health information shall require the employee's prior written authorization.**
- (b) **The Union agrees that it will use such information for the sole purpose of carrying out its duties and obligations as a representative of the employees and that it will use and maintain the information in a manner consistent with the Union's internal privacy policy and any applicable legislation. The Union further agrees to hold the Employer harmless against any claim which may arise in complying with the requirements of this clause.**

### **3.11 Picket Line**

Employees covered by this agreement shall have the right to refuse to cross a lawful picket line.

## **ARTICLE 4 - HOURS OF WORK**

### **4.1 (a) Current Hours of Work**

The Union recognizes that the Company operates a variety of shift schedules that are designed to average eighty (80) straight time hours over a two week period.

Any other shift schedules the Company wishes to implement are subject to the mutual agreement of the Union, which agreement shall not be unreasonably withheld.

### Hours of Work:

Sun – Thurs: 11:15 p.m. – 6:45 a.m. (7.5 hrs. – paid for 8 with 1 – 15 min & 1 – 30 min. paid break)

Mon – Fri: 6:45 a.m. to 3:15 p.m. (8.5 hrs. paid for 8 with 2 – 15 min. paid breaks)

Mon – Fri: 3:15 p.m. to 11:15 p.m. (8 hrs. – paid for 8 with 1 – 15 min & 1 – 30 min paid break)

Fri – Mon: 6:45 a.m. to 4:45 p.m. (10 hrs. – paid for 10 with 2 – 30 min paid breaks)

Fri – Mon: 4:45 p.m. to 2:45 a.m. (10 hrs. – paid for 10 with 2 – 30 min paid breaks)

Starting and stopping times may be varied by the Company by one (1) hour.

The Company has the right to change an individuals shift schedules, including starting and stopping times upon notice to the employees affected of a minimum of 72 hours.

No shift schedule shall be construed as providing any guarantee of hours of work per day, days of work per week, or weeks of work per month or year.

The Company agrees to provide the Union with 10 working days notice of intent to implement the 10-hour shift and further agrees to fill the vacancies in the following manner:

- Request for volunteers
- New hires if required
- Job posting if required
- Assignment by reverse seniority by classification provided the employee(s) has the specific skill set to fulfill the requirements of the job.

All assignments to weekend shifts, including volunteers, are subject to qualifications as set out in **Clause 13.2**.

A ten hour day shall be the basis for calculating statutory holidays and sick leave which occur while employees are working a ten hour shift.

### (b) Weekend Shift

The number of employees assigned to a weekend shift shall be limited to two (2) per classification. The number of employees working on a weekend shift shall be limited to six (6) per department. The number of

employees assigned or working on a weekend shift may be changed by mutual agreement between the Company and the Union, which agreement shall not be unreasonably withheld.

#### 4.2 Lunch Breaks

All Monday to Friday day shift times are exclusive of a one-half hour unpaid lunch period and no employee shall work his/her designated lunch period of one-half hour. The start of lunch period may be varied by mutual agreement between the Company and the employees.

#### 4.3 Cleanup Time

The Company's current practices with regard to cleanup time shall be maintained during the life of this agreement.

#### 4.4 Rest Periods

Excluding shifts described in **Clause 4.1(a)**, the Company agrees to grant all employees covered by this agreement two fifteen minute paid rest periods each day during their shift.

#### 4.5 Shift Rotation

Where afternoon and/or night shifts are worked, those shifts shall be rotated where practical within each department. The current shift premiums of \$0.60 per hour for afternoon shifts and \$1.00 per hour for night shifts shall be maintained during the life of this agreement.

#### 4.6 Weekend Shift Premium

The appropriate shift premium for weekend shift work shall be the premium rate to which a majority of the scheduled shift hours applies.

### **ARTICLE 5 - OVERTIME**

#### 5.1 Definition of Overtime

Time worked outside of an employee's daily or weekly scheduled hours shall be considered overtime, except where an employee commences his daily work later than their normally scheduled starting time in which case the entitlement to daily overtime shall be calculated from the time the employee actually started work, or where an employee has not worked 40 hours in a week or 80 hours in a two-week period, excluding any daily overtime.

## 5.2 Overtime Rates

- (a) All overtime shall be compensated in accordance with the requirements of the Employment Standards Act.
- (b) Paid sick leave to be counted as time worked for the purposes of calculating overtime.

## 5.3 Overtime Voluntary

Overtime is voluntary on individual basis provided that if overtime work is necessary and senior employees decline the opportunity, the company shall be entitled to assign the overtime work to qualified junior employees.

## 5.4 Calculation of Overtime

Any shift pay differential shall not be pyramided with the rate of pay for the calculation of overtime.

## 5.5 Overtime Meal and Rest Periods

- (a) Employee(s) requested to work overtime prior to and/or at the end of their regular shift shall receive a ten (10) minute rest break at the end of their regular shift provided the total overtime worked exceeds one and a half (1.5) hours in a day.
- (b) Employee(s) requested to work more than two (2) hours overtime shall be given one-half (1/2) hour on Company time to eat a meal provided by the Company.

## 5.6 Overtime Distribution

- (a) The Company agrees that opportunities for overtime shall be distributed **as equitably, as possible, in seniority order**, on a rotation basis, amongst **qualified** employees in a particular department where practical, it being understood that overtime may be assigned as provided for in **Clause 5.3**.
- (b) Employee(s) who agree to work the offered overtime will be required to work the overtime. Employee(s) exercising their prerogative pursuant to **Clause 5.6(a)** above, who refuse the overtime will have the number of hours of overtime offered marked on the Overtime Distribution Sheets as "R" - refused.
- (c) In the event the overtime requirements cannot be filled within the Department, the Company shall offer the overtime to the senior qualified

employee(s) who have indicated, in writing, in advance, their availability to work overtime.

#### 5.7 Payment for Overtime and Work on Paid and Statutory Holidays

Employees entitled to payment for overtime or for working on statutory holidays may, subject to the approval of the Employment Standards Branch, choose to be compensated in cash or equivalent time off for any period of overtime worked, and further provided that the scheduling of time off will be by mutual agreement and taken within a three (3) month period of the overtime being worked.

#### 5.8 Banking of Overtime

The Company shall establish a time bank for the banking of overtime hours in accordance with the applicable provisions of the Employment Standards Act of B.C. upon the written request of the employee.

### **ARTICLE 6 - VACATIONS**

#### 6.1 Entitlement and Percentage

**Vacation entitlement is based on years/days of service as of December 31st, calculated from the employee's most recent date of hire.**

**Vacation entitlement and pay shall be granted in accordance with the following formula:**

**Less than 6 months of completed service as of December 31st: 1 day per month to a maximum of 5 days at 2% of gross earnings of that calendar year.**

**1 to 3 years\* of completed service: 2 weeks vacation at 4% of gross earnings of the previous calendar year.**

**4 to 8 years\* of completed service: 3 weeks vacation at 6% of gross earnings of the previous calendar year.**

**9 to 19 years\* of completed service: 4 weeks vacation at 8% of gross earnings of the previous calendar year.**

**20 (plus) years\* of completed service: 5 weeks vacation at 10% of gross earnings of the previous calendar year.**

**\*Employees hired January through June shall be considered to have a full year of vacation (time) entitlement.**

## 6.2 VACATION SCHEDULING PREFERENCE BY SENIORITY

- (a) Each calendar year the Employer shall post the vacation planner no later than February 15<sup>th</sup>.
- (b) Employees, within their department and classification, shall have preference in respect to annual vacations in accordance with seniority, subject to the requirements of the business, provided they apply for their vacation in writing before March 31<sup>st</sup> of each year for vacation requested between April 1<sup>st</sup> and December 31<sup>st</sup>. The Employer shall post the approved vacation schedule no later than April 30<sup>th</sup>.
- (c) Where vacation requests are submitted for time off in January, February, March and/or April or where they are submitted after March 31<sup>st</sup>, they will be granted on a first come, first serve basis and the Employer shall post on the vacation schedule within fourteen (14) calendar days as to whether or not the request has been approved.
- (d) Once a vacation request has been approved it will not be altered except upon mutual agreement.
- (e) The vacation schedule planner shall indicate any limitations as to when vacations can be taken and the number of employees permitted off in any given classification or department. Specifically, employees can only be scheduled a total of four (4) consecutive weeks during the peak periods of July, August and December.

## 6.3 Divided Vacations

Where employees divide their vacation time into more than one period, seniority will govern in scheduling with respect to first choices, first, second choices, second etc.

## 6.4 Vacation Displaced by Disability

Where during his/her vacation an employee is **verifiably ill or injured**, he/she shall be entitled to take his/her vacation with pay or the portion thereof that has been displaced at another time or at the conclusion of his/her period of convalescence. **When an illness or injury occurs during an employee's vacation the Employer shall be notified as soon as is reasonably possible.**

## 6.5 Vacation on Statutory and Paid Holidays

Should a Statutory or Paid Holiday occur on a normal work day while an employee is on annual vacation, he/she shall receive an additional day off with pay or, alternatively, a day's pay in lieu thereof.

## 6.6 Requirement to Take Vacation

No vacation pay will be paid for vacations not taken unless arranged in accordance with **Clauses 6.7, 6.8 and 6.9.**

## 6.7 Vacation Pay on Termination

An employee who leaves the employ of the Company shall be paid vacation pay on severance **for any vacation pay outstanding in accordance with Clause 6.1.**

## 6.8 Vacation Carry Over

Employees will be entitled to carry over a maximum of one (1) year entitlement vacation from year to year for the purpose of scheduling special extended vacations. **Employees entitled to two weeks or less vacation may carry over a maximum of one week to be taken within the first 6 months of the following calendar year. All other employees must take two weeks' vacation if eligible in each vacation year.**

## 6.9 Payment of Vacation Pay

- (a) **Employees who request to be paid out vacation monies in advance of their vacation must notify the company at least three (3) weeks prior to the payday immediately preceding their scheduled vacation. Such vacation pay shall be included in their regular pay cheques.**
- (b) **Payments must be in weekly increments.**
- (c) Requests for split weeks will not be paid in advance.
- (d) **Any excess vacation pay after an employee has taken his/her vacation shall be paid to the employee upon receiving notice by December 1<sup>st</sup>. Payments shall be made in December as part of their regular pay cheque.**
- (e) **Employees are not entitled to be paid out any vacation pay accruing towards their next vacation.**

## **ARTICLE 7 - STATUTORY AND PAID HOLIDAYS**

### **7.1 Holidays Designated**

All employees shall receive the following Statutory and Paid Holidays with pay at their regular straight time rate. The designated days shall be:

New Years' Day	Labour Day
Heritage Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
B.C. Day	

in addition to any other day proclaimed by the Provincial or Federal Government.

### **7.2 Eligibility**

- (a) For an employee to be eligible for any Statutory and Paid Holiday pay he/she must have been employed by the Employer for at least thirty (30) calendar days prior to the holiday and must work his/her recognized work day immediately before and immediately after the holiday unless he/she is on authorized leave, or layoff within fourteen (14) days of the said holiday.**
- (b) Where a statutory or paid holiday falls during an employee's vacation, the last day of work prior to the start of the vacation and the first day back from vacation shall be deemed to be the day immediately before and immediately after the holiday.**

### **7.3 Statutory Holiday Pay and Calculation**

#### **(a) Working on a Holiday**

**An employee who works on a Statutory Holiday, shall be paid one and one-half (1½ x) times his/her normal wage rate for any hours worked, up to eleven (11) hours and double time (2 x) for any hours worked over eleven (11) hours, in addition to a day's pay in following with (b) below.**

#### **(b) Falling on Day Off**

**Employees shall receive another day off with pay for any Statutory or Paid Holiday that falls on their regular day off, pursuant to the following:**

- (i) if the employee has a regular schedule of hours and the employee has worked or earned wages for at least fifteen (15) of the last thirty (30) days before the holiday, the same amount as if the employee had worked regular hours on the day off;
- (ii) for employees who do not have a regular schedule of hours and who have worked at least fifteen (15) of the last thirty (30) days before a holiday, by dividing the employee's total wages, excluding overtime wages, for the thirty (30) day period by the number of days worked;
- (iii) for employees who have worked less than fifteen (15) of the last thirty (30) days before a holiday, by dividing the employee's total wages, excluding overtime wages, for the thirty (30) day period by fifteen (15).

#### 7.4 Employees on Flexible Shift Schedule

For employees on a flexible schedule, in any pay period where statutory holiday pay results in less than 80 hours pay, the employee shall receive 80 hours straight time pay.

### **ARTICLE 8 - GRIEVANCE PROCEDURE**

#### 8.1 Procedure

Any difference concerning the interpretation, application, administration or alleged violation of the provisions of this agreement which cannot be resolved between the employee and his or her immediate supervisor, with or without the assistance of a shop steward, shall be addressed in the following manner:

- (a) Step 1 The employee concerned or his/her grievance representative may submit a grievance in writing to the **Manager or his/her designate** within **fourteen (14) calendar** days of the knowledge of the circumstances giving rise to the grievance. **The parties shall meet as soon as possible to discuss the grievance. The Manager or his/her designate shall render his/her decision within seven (7) calendar days after the grievance meeting at this step.**
- (b) Step 2 Failing settlement at Step 1, the Union's grievance representative may submit the grievance to **the Plant Manager or his/her designate** within **seven (7) calendar** days of the **Manager's** answer at Step 1. **The parties shall meet as soon as possible to discuss the grievance. The Plant Manager or**

**his/her designate shall render his/her decision within seven (7) calendar days after the grievance meeting at this step.**

- (c) Step 3 Failing satisfactory settlement at Step 2, the Union may refer the matter to arbitration. Such reference must occur within **thirty (30) calendar** days of the receipt of the Step 2 answer.

## **8.2 Group, Policy, Suspension or Discharge Grievances**

**Group, policy, suspension or discharge grievances shall be admitted at Step 2 of the Grievance Procedure.**

## **8.3 Grievor's Right to be Present**

The Grievor may elect to be present at any stage of the Grievance Procedure. In respect of group grievances, a maximum of three (3) grievors shall be appointed to attend any grievance meetings on behalf of the group.

## **8.4 Technical Errors or Omissions**

No technical error or omission will render a Grievance inarbitrable.

## **8.5 Time to Process Grievance**

It is agreed by the parties that adhering to the time limits in this procedure are mutually important for the order resolution of grievances, and time limits may only be waived by agreement, such agreement to be confirmed in writing. Time limits not adhered to may subject any grievance to a claim of abandonment by the Company.

# **ARTICLE 9 - ARBITRATION**

## **9.1 Procedure**

Any grievance arising out of this agreement which cannot be settled by the Company and the Union, under the grievance procedure as per Article 8 of this agreement, shall be determined in the following manner:

### **(a) Single Arbitrator Selection**

The Parties agree that a single arbitrator shall be used as provided for in the Labour Relations Code. The Company and the Union shall make every effort to agree on the selection of the arbitrator within ten (10) working days after the party requesting arbitration has delivered written notice, as required in Section (1).

(b) Failure to Agree

In the event that the Parties fail to agree on the choice of the arbitrator, they shall forthwith request the Minister of Labour of B.C. to appoint an arbitrator.

(c) Arbitrator

The arbitrator shall hear the Parties, and make his/her award within fifteen (15) days from the day of the hearing. This time limit may be extended by the mutual agreement of the Parties.

(d) Decision Final and Binding

The decision of the arbitrator shall be final and binding on both Parties.

(e) Costs

Each Party shall bear half (1/2) the cost of the arbitrator.

(f) Powers of Arbitrator

The arbitrator shall not be vested with power to change, modify or alter any of the terms of this contract.

## **ARTICLE 10 - DISCIPLINE**

### 10.1 Just Cause

The Company agrees that an employee bound by this Agreement may only be disciplined for just and reasonable cause.

### 10.2 Right to Representation

The Company agrees that if the Company chooses to implement written discipline, suspension or discharge on an employee, a Shop Steward shall be present.

### 10.3 Employee and Union Advised of Complaint

No complaint shall be recorded against an employee nor may be used against him/her at any time unless said employee and the Union are advised accordingly in writing within ten (10) working days of the Company's knowledge of the incident or occurrence, giving rise to the complaint.

#### 10.4 Access to Personnel File

The Company agrees that an employee shall have access to view his/her personnel file not more frequently than six months intervals, or for the purpose of processing a grievance or arbitration. **The Payroll Administrator or an alternate shall be present during the employees' review of their personal file.**

#### 10.5 Signing not Agreement

Whenever an employee signs a document pertaining to discipline, he/she does so only to acknowledge that he/she has been notified accordingly.

### **ARTICLE 11 - SAFETY**

#### 11.1 Safety, Health And Environment Responsibility

- (a) It is the responsibility of the Company to make adequate provision for the safety and health of employees during the hours of their employment and for the protection of the environment. Employees will be expected to observe established safety and environmental regulations and, to immediately report unsafe or environmentally harmful conditions, equipment, or practices to the Manager, who shall arrange to correct the problem as soon as possible. The Company and its employees shall comply with the Workers' Compensation act and its Regulations, the Workplace Act, the Occupational environment Regulations and applicable environmental statutes and regulations.

It is the responsibility of the Company and its employees to notify the appropriate authorities if there is a release of hazardous substances to the air, earth or water systems. No employee may be disciplined for such notification, provided that the Company and the Health, Safety and Environment Committee have first been notified.

- (b) The Company and the Union recognize that the Workers' Compensation Act and the Workplace Act and their regulations in effect on the date of signing of this Agreement.

#### 11.2 Health, Safety And Environment Committee

- (a) The Union Health and Safety Committee consisting of up to three (3) members shall meet with a Company representative or representatives not less frequently than once a month. Should less than three (3) members be available for the meeting, it may proceed by mutual consent. A Chairperson and a Secretary shall be elected from and by the members

of the Committee. When the Chairperson is a Company member, the Secretary shall be a Union member and vice-versa.

- (b) The Committee shall assist in creating a safe place to work, shall recommend actions which will improve the effectiveness of the Health, Safety and Environmental program, and shall promote compliance with applicable government regulations. The Company agrees to provide detailed reasons for not implementing any Committee recommendations. Without limiting the generality of the foregoing, the Committee shall:
- (i) At least once a month, inspect all places of employment including buildings, structures, grounds, excavations, tools, equipment, machinery and work methods and practices.
  - (ii) Appoint a Union Committee member and a Company Committee member to investigate every injury or near-miss which involved or would have involved a worker going to a doctor or hospital.
  - (iii) Recommend measures required to correct hazardous conditions and to attain compliance with applicable government regulations.
  - (iv) Consider recommendations from the workforce in respect to industrial health, safety and environmental matters and recommend implementation where warranted.
  - (v) Review reports of current accidents or industrial diseases, their causes and means of prevention, and remedial action taken or required.
  - (vi) Minutes of such meetings, signed by the Chairperson and Secretary, shall be posted on all bulletin boards, given to Committee members and forwarded to the Local and National Union office.
  - (vii) With the consent of the Company, Union staff or Union health and safety advisors shall be permitted to attend Committee meetings on the request of any member of the Committee (where they shall have voice but no vote).
  - (viii) Every injury or near miss which involved or would have involved the worker going to a doctor or hospital must be investigated. A Union committee member and an Employer committee member shall investigate the accident. The appropriate governmental inspection agency shall be notified immediately after the accident. Accident investigation reports shall contain:

- (1) the place, date and time of the accident;
- (2) the names and job titles of persons injured, if applicable;
- (3) the names of witnesses;
- (4) a brief description of the accident;
- (5) a statement of the sequence of events which preceded the accident;
- (6) the identification of any unsafe condition, acts or procedures which contributed in any manner to the accident;
- (7) recommended corrective actions to prevent similar occurrences;
- (8) the names of the person who investigated the accident.

### 11.3 Injured Worker Provisions

- (a) An employee who is injured during working hours and who is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at his/her regular rate of pay.
- (b) Such employee shall be provided with transportation to his/her doctor's or hospital and to his/her home.
- (c) An employee who was injured at work shall receive pay for time spent for further medical treatment of the injury during regularly scheduled working hours, subsequent to his/her return to work.

### 11.4 First Aid Attendants

Designated first aid attendants shall receive a premium of **\$1.00** per hour. The Company agrees to pay for time off for designated first aid attendants to renew their first aid ticket. An employee who fails the course will not be paid for time off to take the course again.

### 11.5 Workers' Compensation Board

In the event the Company protests an employee's claim for Workers' Compensation the Company agrees to immediately advise the National Representative in writing with an outline of the reasons for the protests and copies of any correspondence to the Workers' Compensation Board regarding the protest.

### 11.6 Disclosure of Information

- (a) The company shall provide the Union and the Committee with written information which identifies all the biological agents, compounds, substances, by-products and physical hazards associated with the work environment. This information shall include but not be limited to the chemical breakdown of trade name descriptions, relevant information of

potential hazards, results of testing to determine levels of contamination, maximum allowable exposure levels, precautions to be taken, symptoms, medical treatment and antidotes.

- (b) The Company shall provide the Committee with the material safety data sheets of all new substances and processes introduced in the plant.

#### 11.7 Confidentiality

The Company shall not reveal any health information in its possession concerning an employee to any third party unless required by law or without the consent of the employee on each occasion the health information is requested.

#### 11.8 Working Alone

No employee will be required to work alone in the plant on any shift.

#### 11.9 Safety Seminars

When the Company approves the attendance of both Company and Union safety representatives at a health and safety seminar sponsored by a government agency, such attendance shall be considered paid time off. The Company is not obliged to send the whole Committee to such seminars.

#### 11.10 Disability Accommodation

The Company agrees to make a reasonable effort to provide any employee who suffers a permanent disability while on the job with a suitable job, if such is available in the bargaining unit. The Company is not obliged to create a job for such employees. Seniority may be waived by mutual agreement in certain circumstances to accommodate the disabled employee.

#### 11.11 Right to Refuse Unsafe Work

- (a) A person must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that person has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.**
- (b) A worker who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to (a) above must immediately report the circumstances of the unsafe condition to his or her supervisor or employer.**
- (c) A supervisor or employer receiving a report made under (b) above must immediately investigate the matter and;**

- (i) ensure that any unsafe condition is remedied without delay, or
  - (ii) if in his or her opinion the report is not valid, must so inform the person who made the report.
- (d) If the procedure under (c) above does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, the supervisor or employer must investigate the matter in the presence of the worker who made the report and in the presence of;
  - (i) a worker member of the joint committee,
  - (ii) a worker who is selected by a trade union representing the worker, or
  - (iii) any other reasonably available worker selected by the worker.
- (e) If the investigation under (d) above does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, both the supervisor, or the employer, and the worker must immediately notify a WorkSafe officer, who must investigate the matter without undue delay and issue whatever orders are deemed necessary.
- (f) Temporary assignment to alternative work at no loss of pay to the worker until the matter is resolved is deemed not to constitute disciplinary action.
- (g) No Disciplinary Action

No employee shall be ordered or permitted to work on a job which another worker has refused, until the matter is investigated by the Health and Safety Committee and satisfactorily settled.

## **ARTICLE 12 - SENIORITY**

### **12.1 Definition**

The seniority of each employee covered with this agreement shall be their length of continuous employment with the Company from their most recent date of hire as a permanent employee.

## 12.2 Probationary Period

- (a) Newly hired employees shall have a probationary period of 90 calendar days and their seniority shall be established and backdated to his/her date of hire within the bargaining unit upon successful completion of the probationary period. It is recognized by the parties that the period of probation is to determine the suitability of an employee to be seniority rated and a lesser standard of cause for termination of employment than applies to a seniority rated employee shall prevail.
- (b) The 90 day probationary period may be extended by any time absent in excess of 2 calendar weeks during the probationary period.

## 12.3 Seniority Cancelled

**Seniority standing will be cancelled and employment terminated if an employee:**

- (a) **voluntarily leaves the employ of the Company;**
- (b) **overstays an authorized leave of absence except with the permission of the Company;**
- (c) **is discharged for cause, including non-culpable cause, and not reinstated under the terms of this agreement;**
- (d) **is recalled to work and does not report within three (3) working days of the delivery of written notice to return to work by registered mail at the employee's last known address, except where the three (3) days' report time could not be met for reasons outside the employee's control;**
- (e) **is absent due to lay off in excess of the following:**
  - (i) **employees with less than one year seniority - 6 months;**
  - (ii) **employees with one year seniority but less than two years seniority - 9 months;**
  - (iii) **employees with 2 or more years seniority - 12 months;**
- (f) **is outside the bargaining unit in the employ of the Company for more than one (1) year;**
- (g) **is on layoff and in receipt of severance pay pursuant to Clause 12.7(b).**

## **12.4 Notice of Layoff**

- (a) Employees that have successfully completed their probation shall be given two (2) weeks notice of a lay-off or pay in lieu of the two (2) weeks notice (or portion thereof) not given.**
- (b) The above notice does not apply where a layoff is caused by events beyond the control of the Company such as fire, explosion, power outage, weather, etc.**

## **12.5 Lay Off Procedure**

- (a) When a layoff becomes necessary probationary employees shall be laid off first; thereafter employees shall be laid off in accordance with their seniority provided the remaining employees have the qualifications and ability to do the work available; or the Company and the Union may confer and mutually agree upon a plan for the equitable distribution and sharing of the available work.**
- (b) Employees may request a Record of Employment after seven (7) consecutive days without work.**

## **12.6 Alternatives to Layoff**

### **(a) Bumping (Layoff Only)**

Employees bumping into a position to avoid a lay-off shall be paid at the pay level for such position that matches their qualifications and ability to do the available work. This clause shall apply regardless of whether the bumping employee remains within their department. For the purposes of this provision, department **means Fabrication, Paint, Shipping and Assembly.**

### **(b) Severance Pay**

**Employees may, after ninety (90) calendar days of lay-off but not more than one hundred and twenty days (120) calendar days of lay-off, upon written request elect to forgo all recall rights in which case employees shall be entitled to severance pay in the amount of one (1) week's pay for each completed year of service up to a maximum of six (6) week's pay. This severance pay is separate from and on top of what is provided for in Clause 12.5. Employees that option to take severance pay shall be considered to have resigned their employment and shall lose all of their seniority.**

## 12.7 No Hiring During Lay Off

New employees will not be hired in a classification while employees in the same classification are on layoff.

## 12.8 Recall Procedure

- (a) Laid off employees shall be recalled in accordance with their seniority, provided they are qualified to immediately do the work available. Employees will be notified of recall by telephone or other type of message which will be confirmed by registered mail. An employee being recalled must return to work as soon as reasonably possible after the first notice of recall, as described above, but no longer than three (3) working days after receipt of the registered notice, at the last known address, except when by mutual agreement between the Company and the Union, failure to report within the specified time limits was unavoidable. A copy of the notice will be given to the Shop Steward and the Union office.
- (b) Recalled employees will be credited with the seniority they had at the date of layoff in accordance with **Clauses 12.1 and 12.5.**
- (c) It is the responsibility of laid off employees to keep the Company informed of their current address and telephone number, or where they can be reached for the purposes of being recalled to work and by what means they can be reached.

## 12.9 Seniority Lists

The Company will prepare seniority lists of all employees and present to the Union within thirty (30) days of the signing of the Agreement. This list will be posted for a period of sixty (60) days, and will establish the seniority, regular rate and classification of an employee who does not protest his/her status in writing, within the said sixty (60) days. Said lists will commence with the most senior employee, carry on downwards to the most junior employee, and contain the following information:

- (a) employee's name
- (b) employee's starting date
- (c) employee's length of service in years and days
- (d) employee's regular classification and regular rate of pay
- (e) probationary employees will also be shown on the list.

## 12.10 Additional Seniority Lists

Additional revised lists will be furnished to the Union as required from time to time. The Union agrees not to request such lists more frequently than once each three (3) months.

## 12.11 Plant Closure/Technological Change

In the event of a full or partial plant closure for any reason, including technological change as described in **Clause 18.2**, the effected employee shall in addition to any notice requirements as may be applicable under the Employment Standards Act and/or the Labour Relations Code, be entitled to severance pay upon termination of their employment of one (1) weeks pay for each completed year of service from their most recent date of permanent hire to a maximum of twenty (20) weeks pay.

## **ARTICLE 13 - JOB POSTING**

### 13.1 Posting Provisions

- (a) Any permanent vacancies in the bargaining unit which the Company requires to be filled shall be posted on Company bulletin boards for five (5) working days.
- (b) The posting vacancy will identify the **following**:
  - (i) **Number of vacancies to be filled;**
  - (ii) **Title of each position;**
  - (iii) **Rate of pay;**
  - (iv) **Hours of work if known;**
  - (v) **Assigned days off duty if known.**
- (c) Copies of all job postings and job awards shall be supplied to the shop steward and a copy mailed to the union office.

### 13.2 Successful Applicant

- (a) **In the event more than one applicant successfully passes testing (Seventy percent 70% or greater) relating to a vacancy, the senior employee shall be given an opportunity to fill the position and shall be deemed the successful applicant. Should no employee pass the test, the minimum score will be reduced by 5% and the employee with the highest score shall be deemed the successful applicant.**
- (b) **Where no tests are required, and qualifications of the applicants are relatively equal, the senior employee shall be deemed the successful applicant. Qualifications shall include experience, education and work record with the Company.**
- (c) **All successful applicants shall be considered in the position on a trial basis for 90 days during which the employee may elect to return to his previous position or the employer may determine the**

**employee is unsuitable for the position in which event the employee shall be reassigned to their prior position.**

### 13.3 No Successful Applicant

In the event that none of the applicants **pass the test** or meet the requirements of the job, the Company may fill the vacancy from outside the bargaining unit.

### 13.4 Job Posting

An employee who is or will be absent may file an application prior to the date of posting and the application shall be considered as if it were submitted during the posting period. The Company agrees to make forms available for this purpose.

## **ARTICLE 14 - GENERAL PROVISIONS**

### 14.1 Work Away From Plant

Employees required to report for work outside the Company's premises shall be paid for all travelling time, plus transportation and incidental expenses.

### 14.2 "Moonlighting"

No employees shall undertake any work outside the Company premises which could be construed in any way as competitive with the Company. No employee shall undertake any work outside the Company premises which would negatively affect job performance or regular attendance for work. Violations of this Clause shall be subject to discipline by the Company or the Union or both. Following investigation, violators may be warned, suspended or terminated. Repeated violations shall result in dismissal from the job and possible suspension from the Union.

### 14.3 Protective Clothing

(a) Protective clothing shall be supplied by the Company to all employees whose duties entail work injurious to their clothing. Employees are expected to take reasonable care of clothing and equipment supplied by the company.

(b) The **Company** will pay a boot allowance of seventy-five percent (75%) of the cost of safety boots or shoes to a maximum of one hundred **and twenty-five (\$125.00)** dollars per **calendar** year if employees in the bargaining unit are required by the Workers' Compensation Board to wear such footwear. **Employees shall be permitted to claim seventy-five percent (75%) of two hundred and fifty dollars (\$250.00) once every**

**two (2) calendar years as an alternative to claiming once per calendar year.**

- (c) The Company will provide for an **allowance of up to one hundred and seventy-five dollars (\$175.00)** for CSA/WCB approved prescription safety glasses once every two (2) **calendar years**. Employee will provide the Company with a copy of the receipt from the retail seller.
- (d) **The Company will provide for an allowance of seventy-five percent (75%) of the cost of custom earplugs to a maximum of seventy-five dollars (\$75.00) once every two (2) calendar years.**

#### 14.4 Uniforms and Coveralls

All uniforms and coveralls shall be supplied and laundered free of charge to employees by the Company. Employees are expected to take reasonable care of clothing and equipment supplied. Employees acknowledge that uniforms and coveralls are the property of the Company and the cost of which may be deducted from an employee's final paycheque upon termination of employment, should the uniform and/or coveralls not be returned to the Company.

#### 14.5 Washing Facilities

Proper washing facilities shall include hot and cold water, hand cleanser, towels and wash basins. These shall be provided by the Company.

#### 14.6 Lockers

Clothes lockers of suitable size shall be provided by the Company for protection of the employees' clothing and personal belongings.

#### 14.7 Lunch Room

The Company agrees to provide lunch space(s) of a sufficient size to accommodate the employees.

#### 14.8 Plant Conditions

The Company agrees that the plant(s) shall be **adequately heated**, ventilated and lighted.

#### 14.9 Copy of Agreement

The Company and the Union agree to jointly share the cost of printing in Union print shop copies of the collective agreement for all employees in the bargaining unit.

#### 14.10 Training

- (a) **14.10 Employees in a given classification who are interested in training on new and existing machines/equipment within that classification may advise their supervisor in writing and consideration shall be given to the employee prior to the posting going up or the hiring of new staff.**
- (b) **The Employer shall provide two (2) evaluations to employees in training; one during the training period highlighting areas requiring improvement and a final evaluation once training is completed.**

#### 14.11 Training Outside Normal Scheduled Working Hours

When an employee is asked to come in outside their normal scheduled working hours or on a normal day off for training, the Company agrees to pay the applicable overtime rates as per Article 5 or provide the employee with equivalent in paid time off, i.e. eight (8) hours for training at time and one-half (1/2) days off with pay.

#### 14.12 No Strike, No Lockout

**The parties agree that no strikes or lockouts shall occur as long as this Agreement remains in effect.**

### **ARTICLE 15 - LEAVES OF ABSENCE**

#### 15.1 Paid Leave – Bereavement Leave

In the event of death of a spouse, mother, father, or child, an employee, upon request, shall be granted five (5) days' with pay for bereavement, such days to be consecutively taken. In the event of a death of a sister, brother, mother-in-law, father-in-law, legal guardians, grandmother, grandfather, brother-in-law and sister-in-law, an employee, upon request, shall be granted three (3) days' with pay for bereavement, such days to be consecutively taken. Requests for additional leave without pay shall be considered on an individual basis and such unpaid leave, not to exceed thirty (30) days, may be granted. All **bereavement** leave with pay must be taken within one month from the time of death.

#### 15.2 Jury Duty

If an employee is summonsed or subpoenaed for jury selection, jury duty, or as a witness for the Crown, the Company will grant the employee leave of absence and will pay the difference between his/her regular pay and the monies received for jury duty. Employee must show satisfactory proof of such summons or subpoena. This paragraph shall not apply to probationary employees.

### 15.3 Leave for Union Business

#### **(a) Union Leave**

If any employee of the Company should be selected to act as a delegate for the Union, he/she shall be allowed, upon sufficient notification, reasonable leave of absence without pay for the transaction of Union business. To facilitate the administration of this article Union Leave shall be with full pay and benefits and the Company will bill the union for the costs.

#### **(b) Fulltime Union Leave**

If any employee of the Company should be selected to serve the Union on a full time basis, he/she shall be considered upon sufficient notification to be on leave of absence without pay for a maximum period of three (3) years. He/she shall be re-employed at the same type of work which he/she performed prior to his/her leave of absence and with seniority accumulated and provided that not more than one (1) employee is absent under this provision at any one time.

#### **(c) Leave for Union Bargaining Committee**

**(i) The Union shall select three (3) bargaining unit members who shall be granted, upon reasonable notice, a leave of absence without loss of seniority or other benefits to attend to all business related to the negotiation of a revised Collective Agreement. The Employer shall continue to pay the Committees' wages for the duration of bargaining and shall invoice the Local Union for fifty percent (50%) of the total lost wages up to a maximum of six (6) days for each of the three (3) Bargaining Committee members. Thereafter the Local Union shall reimburse the Employer for all of the Bargaining Committees' wages when bargaining continues over six (6) days.**

**(ii) All time off work under this Clause shall be considered time worked for the purposes of statutory holidays, vacation time, seniority, health and welfare benefits and any other applicable benefit or right under the Collective Agreement.**

### 15.4 Leave for Personal Reasons

Leaves of absence are at the discretion of the Company and are without pay. A leave of absence may be granted for compelling reasons approved in advance by the Company, such leaves to be without pay or benefits provided that continued participation in group insurance plans is available for a total of six (6) months upon payment of premiums in advance monthly. Seniority shall not

accumulate beyond 90 calendar days during periods of personal leave of absence.

#### 15.5 Paid Birth or Adoption Leave

One day with pay leave of absence to be taken on the day of birth or adoption. Further leave may be applied for under **Clauses** 15.4 or 15.6

#### 15.6 Maternity/Paternity Adoption Leave

- (a) Maternity, paternity and adoption leave shall be granted in accordance with the provisions of the Employment Standards Act. The Employer may fill the position of an employee absent on a pregnancy, parental or adoption leave with a temporary posting. The successful applicant shall return to his/her original position at the completion of the temporary posting, seniority permitting.
- (b) Employees on pregnancy, parental or adoption leave will receive health and welfare benefits as provided for in this agreement.
- (c) **The Company will post the relevant statutory rules for maternity, paternity and compassionate care leaves, along with any guidelines that may be published by the government.**

#### 15.7 Paid Care Days

Employees with more than one (1) year of service as of any January 1<sup>st</sup> shall be entitled to four **(4) paid care days** per year. Such days may be used for personal illness or injury, **the care, health or education of a child in the employee's care, or for the care or health of any other member of the employee's immediate family.** By December 31<sup>st</sup>, any unused days shall be paid to the employee. New employees who successfully complete the probationary period but do not have one (1) full year of service as of any January 1<sup>st</sup>, will accumulate care leave on a prorated basis of one (1) day for every three (3) months worked to a maximum of four (4) days per year.

#### 15.8 Doctors Notes

In the event that the Company asks an employee to provide a doctors note, the company will reimburse the employee for the cost of the note up to \$25.00. The employee will provide the Company with a copy of the receipt from the doctor.

#### 15.9 Education Leave

The Company may approve leaves of absences for education courses approved by the Company on the basis that they are related to the employee's job or job prospects with the Company. Such leave will be without pay but benefits may be

provided in accordance with **Clause 15.4** above. The employer shall reimburse the employee for tuition fees, course materials and books upon production of receipts for same and proof of successful completion of the education course.

## **ARTICLE 16 - HEALTH AND WELFARE BENEFITS**

### 16.1 Group Benefits and Health and Welfare Plans

- (a) The Company's current health and welfare plan available to employees in the bargaining unit shall be maintained during the life of this Agreement provided however that the Company has the right to change insurance carriers during the life of the Agreement so long as equivalent coverage is provided with a new insurer.
- (b) Details of the health and welfare benefits shall be provided upon request to any employee.
- (c) It is understood and agreed that where the current benefits are provided by way of third party insurance, the Company's obligation is limited to ensuring the employees are enrolled in the plans in accordance with the plan rules and to pay **100% of the insurance premium (exclusive of Long Term Disability premiums)**. Any disputes as to eligibility and coverage shall be between the employee and the insurance carrier, and not subject to the Grievance and Arbitration provisions of this Collective Agreement.
- (d) **Long Term Disability (100% employee paid premium)**  
**Benefit amount - 66.7 percent of your first twenty five hundred dollars of monthly earnings plus 50 percent of any excess amount to a maximum of \$10,000 dollars. Total disability Benefit reduced by any disability benefits received from CPP, WCB.**

### 16.2 Description of Benefit Levels

The following description of benefit levels is for information purposes. For more detail, the employees are referred to the Company Benefit Booklet.

- (a) Life Insurance  
Two times annual earnings to a maximum of \$200,000 dollars.
- (b) Accidental Death and Dismemberment  
Two times annual earnings to a maximum of \$200,000 dollars.

#### Amounts Payable – Loss of Life

One hundred percent.

Loss or Loss of Use of each Arm or Leg

Seventy-five percent.

Loss or Loss of use of each Hand, each Foot, Sight in each Eye

Sixty-six and two thirds.

Loss of Speech

Fifty percent

Loss of Thumb and Index Finger on Same Hand

Thirty three and one third percent

Loss of Hearing in each Ear

Twenty-five percent

(c) Extended Health Care

Covers drugs, hospital care, medical services and supplies and health care professional services in certain out of province and out of Canada emergency, sickness or injury costs.

(d) Dental Care - Benefit Percentage

One hundred percent (100%) for level 1 basic services. One hundred percent (100%) for level 2 supplementary basic services. Seventy-five (75%) percent for level 3 - dentures, fifty (50%) percent for level 4 - major restorative services, fifty percent (50%) for level 5 - orthodontics. Benefit maximums one thousand dollars per calendar year for combined level 1 and level 2 and level 3 and level 4, two thousand dollars per lifetime for level 5.

(e) Eye Glass Coverage

Prescription Glasses to a maximum of two hundred and twenty five (\$225.00) every two (2) years. Employees may elect to apply the above provision towards laser eye surgery. Employee will provide the Company with a copy of the receipt from the retail seller.

(f) Long Term Disability

Benefit amount - 66.7 percent of your first twenty five hundred dollars of monthly earnings plus 50 percent of any excess amount to a maximum of \$10,000 dollars. Total disability Benefit reduced by any disability benefits received from CPP, WCB.

(g) *Benefit Coverage for Dependents*

For two years from date of death.

Please note that the group benefit booklet describes in more detail the specific coverage under the above headings as well as eligibility periods and exclusions from coverage.

16.3 Benefit Continuation

Employees on disability will have their insurance coverage maintained while on disability. Employees on layoff will have their insurance coverage maintained **for two (2) months** following the month in which they are laid off.

16.4 RRSP

- (a) Employees who have completed their probationary period and are qualified, are required to participate in the RRSP program. All contribution percentages will be calculated on the employees previous years gross earnings as stated on their last Ledalite T4.
- (b) Employee and Employer contributions will be made to the current financial institution unless another financial institution is chosen by mutual agreement between the Company and the Union. Funds will not be removed from the RRSP account until the employee leaves the employ of the Company or retires.
- (c) The Employer will pay an amount equal to one (1%) percent of gross earnings and the employee will pay an amount equal to one half of one percent (0.5%) of their gross earnings to their RRSP account.
- (d) The Employer will contribute a matching amount of employee contributions to a maximum employer contribution of three (3.0%) percent. Employees may elect to make additional contributions which will not be matched by the Employer.
- (e) Employees will advise the Employer by December 31<sup>st</sup> of each year what optional contribution they wish to make for the following year. Employee contributions must be by way of payroll deduction from their cheques and made by payroll deposit. Employer contributions are to be deposited monthly.

## **ARTICLE 17 - WAGES**

### **17.1 Wage Schedule**

- (a) The job classifications, effective dates and rates of pay listed in the attached Wage Schedule is agreed upon by both Parties and is part of this Collective Agreement.
- (b) The rates for the classifications set forth in this Agreement, and for any subsequent mutually agreed upon additions thereto, are the agreed upon rates for those classifications, and therefore no employee may perform work within the classifications for a rate, other than the rate set forth in this Agreement.
- (c)
  - (i) Any employee performing work classified at a higher rate of pay shall receive such higher rate while occupying the said classification/level, provided the employee works more than one (1) hour in the higher classification/level.
  - (ii) An employee performing work classified at a lower rate of pay shall receive their regular rate of pay while occupying said classification/level.
  - (iii) The above provisions shall only apply where employees have been temporarily transferred to work outside of their classification.
- (d) Employees who, with the consent of the Company, are working in a higher classification solely for the purposes of training shall have their current wage rate maintained during the period of such training. The Company agrees that it is not the intention of this provision to avoid the provisions of sub paragraph (c) above.

### **17.2 New or Changed Job Classification**

- (a) If any new job classifications are established, or if there is a significant change in the job content of any job classification(s) set forth in this Wage Schedule, or if any job classification(s) have been overlooked in this Wage Schedule, the Parties hereto are agreed to negotiate a rate for the job(s) in question.
- (b) If the parties are unable to reach agreement, then the dispute will be settled through the Grievance and Arbitration procedures of this Agreement.

### 17.3 Pay Days

Wages shall be paid bi-weekly, by Fridays by direct deposit, with a maximum of five (5) working days' pay held back, in a manner convenient to the Company, but in such a way as to eliminate waiting on the part of the employees. Employees will be given a proper statement of all hours, indicating overtime hours, earnings and deductions, covering each pay period.

### 17.4 Pay Guarantee

Where the pay or pay cheque is not ready on the payday, a cheque for the full amount shall be issued. Where pay or pay-cheque is under-calculated by 4 hours or more, the Company will make every reasonable effort to provide the employee with the cheque for the difference by the end of the employee's shift on Friday following pay-day.

## **ARTICLE 18 - TECHNOLOGICAL CHANGE**

### 18.1 Definition

The Parties agree that "technological change" means the introduction or change by the Company in the equipment used in the production of its products which equipment directly results in the loss of employment of employees covered by this agreement.

### 18.2 Introduction

Where the Company introduces or intends to introduce technological change affecting a significant number of employees in the bargaining unit, the provisions of Section 54 of the Labour Relations Code shall apply. In the respect of the notice to the Union and the employees, the following data shall be provided:

- (a) the nature of the change;
- (b) the date on which the Company proposes to effect the changes;
- (c) the approximate number, type and location of the employee or employees likely to be affected by the change;
- (d) the effects the change may be expected to have on the employee's or employees' working conditions, terms of employment and security of employment;
- (e) all other pertinent data relating to the anticipated effects on the employee or employees.

## **ARTICLE 19 - HUMAN RIGHTS AND HARASSMENT**

### **19.1 Definition**

- (a)** The Company and the Union recognize the problem of harassment in the workplace and are committed to ending it.
- (b)** Harassment is defined as a “course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome”, that denies individual dignity and respect on the basis of the grounds such as but not limited to: gender, disability, race, colour, sexual orientation or other prohibited grounds, as stated in the Provincial Human Rights Code.
- (c)** Sexual Harassment is defined as any unwanted or conduct that is known or ought reasonably be known as unwanted such as remarks about appearance, personal life, offensive written or visual material including graffiti or degrading pictures, physical contact of any kind or sexual demands.
- (d)** Harassment is defined as any action, whether verbal or physical that expresses or promotes racial hatred in the workplace such as racial slurs, written or visually offensive material, jokes or unwanted comments or acts.
- (e)** Harassment is not: Harassment does not include appropriate direction, delegation or discipline administered by a member of Management or designate. Nor does it include vents encountered in the performance of legitimate job duties.
- (f)** Every employee has the right to work in an environment of mutual respect, free from discrimination and harassment including sexual harassment. Action contravening this policy will constitute grounds for discipline.

### **19.2 Lodging a Complaint/Grievance**

The experience of harassment can be overwhelming for the victim. People often react with shock, humiliation and intense anger. Therefore, the victim of harassment may not always feel comfortable going through the normal channels for resolving such a problem. For this reason, an employee may contact his/her Supervisor and/or Human Resources and/or a Union official to initiate a complaint.

### **19.3 Investigation**

- (a)** The complaint will be treated in the strictest confidence. The complaint will be referred to the Plant Manager to be dealt with in accordance with the Workplace Harassment Policy. When an investigation is warranted, it will be conducted jointly with a Management representative and a Union

official. The complaint will be dealt with as expeditiously as possible and within ten (10) days of its receipt. Any resolution of a harassment complaint will reflect the serious nature of such act and send a clear message that such behaviour will not be tolerated.

- (b) The Union and the Company will endeavour to resolve all harassment complaints at the local level. However, if the complaint cannot be satisfactorily resolved locally or is of an extremely serious nature, then other steps may be required including the intervention of the Union and/or Company senior management.
- (c) Employees reporting any incident of harassment are guaranteed protection from reprisal due to filing such a complaint.

#### 19.4 Arbitration of Complaint/Grievance

An Arbitrator or Arbitration Board hearing a complaint or grievance under this Article shall have the authority to:

- (a) Dismiss the grievance or complaint;
- (b) Determine the appropriate discipline up to and including dismissal;
- (c) Decide that the alleged harasser be transferred, demoted, or decide to impose other terms or conditions necessary to provide final conclusive settlement of the grievance;
- (d) In no event shall the Arbitrator or Arbitration Board have the authority to alter, modify or amend the Collective Agreement in any respect.

#### 19.5 Transfer Due to Complaint/Grievance

Where sexual harassment is proven and results in the transfer of an employee, it shall be the offender who is transferred. The complainant shall only be transferred with the complainant's consent.

#### 19.6 Human Rights and Harassment Training

**The Parties agree to co-operate in establishing harassment training programs for union representatives, managers and employees in the bargaining unit.**

### **ARTICLE 20 - DURATION OF AGREEMENT**

#### 20.1 Duration of the Agreement

This Agreement shall be effective from June 1st, 2011 to and including May 31st, 2014.

## 20.2 Continuation and Bargaining

- (a) During the period when negotiations are being conducted between the parties for the renewal of this Agreement, the present Agreement shall continue in full force and effect until:
  - (i) the Union commences a legal strike; or
  - (ii) the Employer commences a legal lockout; or
  - (iii) the parties enter into a new or further Agreement.
- (b) During the continuation period provided in (a) above, neither party shall attempt to take any action or make any changes in the terms and conditions of this employment, which would be inconsistent with the express terms of this Agreement.
- (c) Notwithstanding 20.2(a) and (b) above, it is agreed that either party to this collective agreement may, within four (4) months prior to May 31st, 2014, serve notice of the intention to negotiate a renewal collective agreement or a new collective agreement.

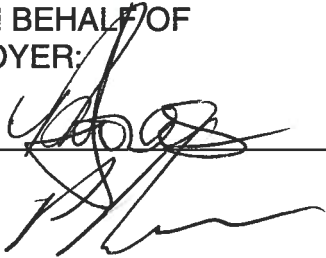
## 20.3 Duration as Agreed Only

By agreement of the Parties hereto, the provisions of subsections (2) and (3) of Section 50 of the Labour Relations Code of the Province of British Columbia are specifically excluded.

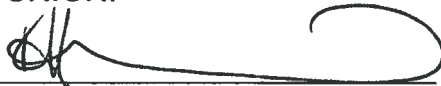

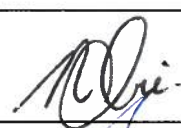
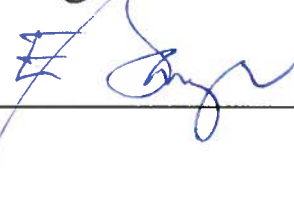
IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals

this 22 day of November, 2011.

SIGNED ON BEHALF OF  
THE EMPLOYER:

  
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SIGNED ON BEHALF OF  
THE UNION:

  
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Joan Williams  
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**APPENDIX "A"**

**WAGE RATES**

Job Grade	Classification	Min. Qualifications	June 1, 2011	June 1, 2012	June 1, 2013
1	Sub Assembler	Sufficient manual dexterity.	\$ 11.07	\$ 11.54	\$ 12.00
2	Senior Sub Assembler	5 years as Sub Assembler.	\$ 13.75	\$ 14.13	\$ 14.50
3	Final Assembler	Sufficient manual dexterity. Able to meet physical requirements.	\$ 11.41	\$ 12.20	\$ 13.00
4	Senior Final Assembler	5 years as Final Assembler.	\$ 14.75	\$ 14.15	\$ 15.50
5	Painter's Helper	Able to meet physical req. Good clerical ability.	\$ 12.24	\$ 12.87	\$ 13.50
5	Packer	Able to meet physical req. Good clerical ability.	\$ 12.24	\$ 12.87	\$ 13.50
5	Shipper's Helper	Able to meet physical req. Good clerical ability.	\$ 12.24	\$ 12.87	\$ 13.50
6	Senior Painter's Helper	5 years as Painters Helper	\$ 15.25	\$ 14.99	\$ 16.50
6	Senior Packer	5 years as Packer	\$ 15.25	\$ 14.99	\$ 16.50
6	Senior Shipper's Helper	5 years as Shipper	\$ 15.25	\$ 14.99	\$ 16.50
7	Material Handler	Able to meet physical req. Good clerical ability. Able to pass fork lift test.	\$ 11.91	\$ 13.20	\$ 14.50
7	Machine Operator Fabrication	Able to meet physical req. Sufficient man. dexterity. Suff. mech. aptitude.	\$ 11.91	\$ 13.20	\$ 14.50
8	Senior Material Handler	5 years as Material Handler	\$ 15.43	\$ 16.00	\$ 17.00
8	Senior Machine Opr. Fabrication	5 years as Machine Operator	\$ 15.43	\$ 16.00	\$ 17.00
9	Shipper	2 years as Shipper's Helper. Good comm. skills.	\$ 16.83	\$ 18.67	\$ 20.50
9	Paint Set Up/Opr	2 years as Painter's Helper. Good comm. skills.	\$ 16.83	\$ 18.67	\$ 20.50
9	Machine Set Up/Opr Fabrication	2 years M/C Opr. Fab. Sufficient mechanical ability through apt. test. Good comm. skills.	\$ 16.83	\$ 18.67	\$ 20.50
10	Senior Machine/Set Up Opr. Fabrication	2 years as Fab. Set/Up Opr. Sufficient mech. ability through aptitude testing. Good comm. skills.	\$ 19.25	\$ 20.87	\$ 22.50
10	Senior Set Up/Opr Paint	2 years as Paint Set/Up Opr. Sufficient mech. ability through aptitude testing. Good comm. skills.	\$ 19.25	\$ 20.87	\$ 22.50

## APPENDIX "A" - NOTES TO WAGE SCALE

### 1) WAGE RATES

- a) **Wage rates shown for 2011 and 2012 only apply to employees hired on or after June 1<sup>st</sup> 2011.** Wage rates for new hires beyond the starting rate shall be at the sole discretion of the Company provided the said rate does not exceed the rate of any employee currently in the same classification/pay level. Employees moved to a higher pay level ahead of their normal progression shall be considered as having the minimum service for that pay level.
- b) **Each employee hired prior to June 1, 2011 will have received a letter stating what his/her wage rate will be for 2011 and 2012. The wage rates stated in each employee's letter will supersede the rate(s) shown in Appendix "A" until 2013 whereby the rates shown for 2013 will govern for all employees.**
- c) **New hires and successful applicants to job postings shall be paid \$.50 less than the wage rate for their classification during their probation/trial period.**

### 2) LEADHANDS

- a) Lead hand rates \$1.00 per hour if lead hand supervises five (5) or fewer employees.  
  
Lead hand rates \$2.00 per hour if lead hand supervises more than 5 employees.
- b) The number and designation of lead hands shall be at the sole discretion of the Company.
- c) Lead hand differentials shall be considered part of the wage rate for designated lead hands only.

**LETTER OF UNDERSTANDING #1**

BETWEEN: PHILIPS LEDALITE  
(hereinafter referred to as the "Company")

AND: NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS UNION OF CANADA, LOCAL 114  
(hereinafter referred to as the "Union")


**TEMPORARY PLANT SHUTDOWN**

**A single temporary plant shutdown of five (5) consecutive days, once per calendar year or a temporary plant shutdown of four (4) days or less, three (3) times a year, but not to exceed more than ten (10) working days in any calendar year, shall not be considered a breach of the Collective Agreement, nor a layoff. Employees shall be considered on a leave of absence or on vacation, if requested.**

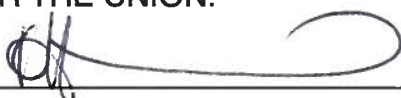
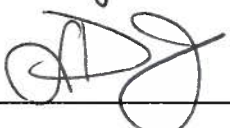

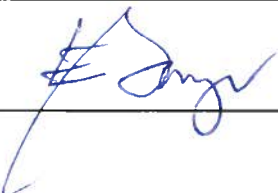
Any additional temporary shutdowns will be by mutual agreement between the Company and the Union, which agreement shall not be unreasonably withheld.

Dated this 27 day of November, 2011.

FOR THE COMPANY:

  
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FOR THE UNION:

  
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*Dean Williams*  
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**LETTER OF UNDERSTANDING #2**

**BETWEEN:** PHILIPS LEDALITE  
(hereinafter referred to as the "Company")

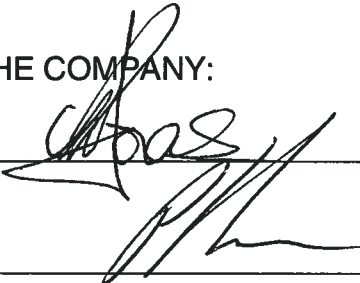
**AND:** NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS UNION OF CANADA, LOCAL 114  
(hereinafter referred to as the "Union")

**NEW HIRE WAGE RATES**

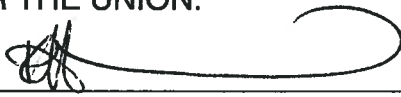


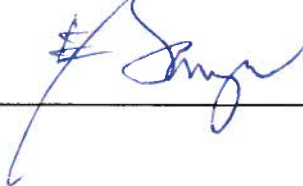
The Company and Union agree that wage rates for new hires beyond the starting rate shall be at the sole discretion of the Company provided the said rate does not exceed the rate of any employee currently in the same classification/pay level. Employees moved to a higher pay level ahead of their normal progression shall be considered as having the minimum service for that pay level.

Dated this 22 day of November, 2011.

FOR THE COMPANY:

  
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FOR THE UNION:

  
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Dean Williams  
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**LETTER OF UNDERSTANDING #4**

BETWEEN: PHILIPS LEDALITE  
(hereinafter referred to as the "Company")

AND: NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS UNION OF CANADA, LOCAL 114  
(hereinafter referred to as the "Union")

**10 HOUR SHIFTS (SHEET METAL)**

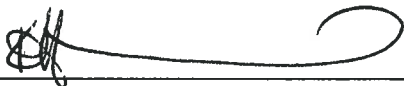


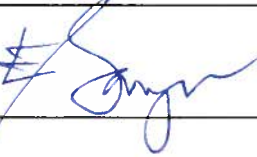
The Company and the Union agree that the 10 - hour shifts in **Fabrication** are intended to be temporary to address peak periods and spikes in production.

Dated this 22 day of November, 2011.

FOR THE COMPANY:

  
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FOR THE UNION:

  
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Jean Williams  
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**LETTER OF UNDERSTANDING #6**

**BETWEEN: PHILIPS LEDALITE**  
**(hereinafter referred to as the "Company")**

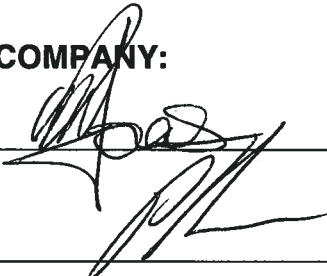
**AND: NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION**  
**AND GENERAL WORKERS UNION OF CANADA, LOCAL 114**  
**(hereinafter referred to as the "Union")**

**JOB POSTINGS REQUIRING TESTING**

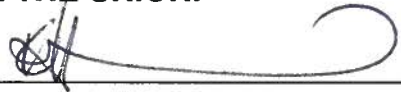


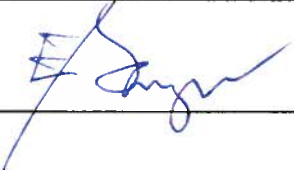
The Company will provide appropriate testing for an employee applying for a job posting. The Company agrees to consult with the Union prior to implementation with regards to content and score requirements. It is the Company's objective to complete this review and have all testing processes in place by March 31, 2011.

Dated this 22 day of November, 2011.

**FOR THE COMPANY:**

  
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**FOR THE UNION:**

  
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Dean Williams  
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**LETTER OF UNDERSTANDING #7**

**BETWEEN: PHILIPS LEDALITE**  
(hereinafter referred to as the "Company")

**AND: NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION  
AND GENERAL WORKERS UNION OF CANADA, LOCAL 114**  
(hereinafter referred to as the "Union")

**RECALIBRATION OF VACATION**

The Company and the Union agree to move to a common date for vacation entitlement. The following steps must be implemented to ensure that each employee has full vacation entitlement accrued by the end of 2012 to be booked in March of 2013:

**March 2011 – Advise all employees of accrual in dollars and days accrued for current year and what will be required in days and dollars to ensure full accrual is loaded for January 2012.**

**March 2012 – Advise all employees of accrual in dollars and days accrued for current year. Full vacation will be given but only vacation dollars accrued up to and including 2011 will be paid out.**



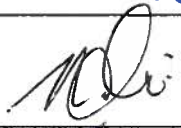
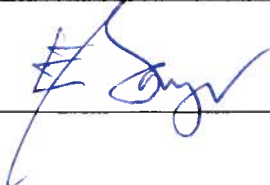
**March 2013 – Full vacation and accrual will be available to be booked in accordance with Article 6 of the Collective Agreement. Article 6.9 (d) becomes redundant.**

Dated this 22 day of November, 2011.

**FOR THE COMPANY:**

  
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**FOR THE UNION:**

  
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