

CODE MANUFACTURING LTD.

COLLECTIVE AGREEMENT

October 1, **2014** - September 30, **2018**

TABLE OF CONTENTS

| <u>ARTICLE NUMBERS NUMBERS</u> | <u>DESCRIPTIONS</u> | <u>PAGE</u> |
|------------------------------------|---|-------------|
| 1 | EFFECTIVE DATE, TERMINATION, AMENDMENTS AND SUBSTITUTIONS | 3 - 4 |
| 2 | UNION RECOGNITION AND WORK JURISDICTION - COMPANY AND UNION RELATIONS | 4 - 7 |
| 3 | SHOP STEWARDS | 7 - 8 |
| 4 | GRIEVANCE PROCEDURE AND ARBITRATION | 8 - 10 |
| 5 | SENIORITY | 10 - 14 |
| 6 | HEALTH, WELFARE AND SAFETY | 14 - 17 |
| 7 | HOURS, OVERTIME, SHIFTS AND HOLIDAYS | 17 - 21 |
| 8 | GROUP REGISTERED RETIREMENT SAVINGS PLAN | 21 |
| 9 | SCHEDULE OF WAGES | 21 - 22 |
| 10 | JOB DESCRIPTIONS | 22 - 23 |
| 11 | AGREEMENT SIGNATURES | 24 |

MANUFACTURING AGREEMENT

THIS AGREEMENT entered into this 10th day of February, 2016.

BETWEEN:

CODE MANUFACTURING LTD.
(hereinafter referred to as the "Company")

OF THE FIRST PART;

AND:

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

OF THE SECOND PART;

BASIC PRINCIPLES

The general principles of this Agreement are as follows:

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

ARTICLE 1 - EFFECTIVE DATE, TERMINATION, AMENDMENTS AND SUBSTITUTIONS

Article 1.01 - Effective Date and Termination

This Agreement shall be in full force and effect from and including October 1, **2014** to and including September 30, **2018** 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 anniversary date in any year thereafter, by written notice to the other party, to require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement or a new Collective Agreement.

Article 1.02 - Mediation Act

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

Article 1.03 - Legislative Changes - Amendments and Substitutions

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

Article 1.04 - Past Terms and Conditions

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

Article 1.05 - New Classifications

In the event the Company introduces or the Union considers the Company has introduced a new classification of work or changes the job content of any existing classification, the Company agrees to notify the Union that such new change has been made, and agrees to negotiate with the Union, the appropriate wage rate and working conditions for such new or changed classification. If the parties are unable to agree upon such wage rate and working condition, both parties agree to submit the question of establishing such wage rate and working conditions to a Board of Arbitration. The Board shall decide such question with a view to fixing a wage rate and working conditions which will compare equitably with the wage rates and working conditions currently in effect for the other classifications of employees of the Company. The decision of the Board shall be final and binding upon the parties for the remainder of the terms of this Agreement. Any new or amended wage rates shall be retroactive to the date of the introduction of such new classifications or change of such existing classification.

Article 1.06 - Amendments

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

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

Article 2.01 - Union Recognition - Certification

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

Article 2.02 - Union Recognition/Membership

- (a) The Company agrees that all employees coming within the jurisdiction of the Union, as a condition of employment, shall apply for membership in the Union and sign a dues deduction authorization card and an application for membership card on or about the date of hire, and shall become a member in good standing thereof within thirty (30) days from the date of hire.

Attainment of membership in good standing prior to completion of the probationary period will not affect the status of the employee under Article 5.03.

- (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 Company to discriminate against any employee for non-membership in the Union if such membership is not available to the employee on the same terms and conditions generally applicable to other members. The Company recognizes the Union as the sole and exclusive bargaining agent for all employees covered by the "Certification".

Article 2.03 - Management Rights

- (a) The Union acknowledges that the management and operation of, and the direction and promotion of the working forces are vested exclusively in the Company, subject to the terms of this Agreement.
- (b) Without limiting paragraph (a) above, the Company shall have the right to select its employees, hire in accordance with the terms of this Collective Agreement, layoff, classify new employees, transfer, promote, demote or discipline them, provided that a claim of discrimination against any employee, or misinterpretation of this Agreement, may be subject to a grievance and dealt with as thereafter provided.
- (c) There shall be no restriction on the Company as to the source of obtaining any and all raw materials, devices or finished apparatus required in the manufacture of all goods by the Union, but wherever possible union-made articles of comparable quality shall be used.

Article 2.04 - New Employees

- (a) The Employer will notify the Union when in need of new employees. It is at the company's sole discretion who they should hire and they will consider both applications from the Union office and outside workforce for suitable individuals. The Union will be notified upon any new hires.
- (b) The Company agrees to notify the Union immediately on the engagement of any employee and also to refer to the Union such employee prior to his/her commencing work.

Article 2.05 - Initiation Fees and Union Dues Checkoff

- (a) The Company agrees to honour a written assignment of wages for Union Dues, Assessments and Initiation Fees from an employee in favour of the Union.
- (b) The Company agrees to remit the fees and dues deducted under the above assignment to the Financial Secretary of Local Union 258, normally within fifteen (15), but not later than thirty (30) days from the pay day when deductions are made. Forms supplied by the Union must be used.

Article 2.06 - Strike, Lockouts and Legal Picket Lines

- (a) The parties hereto agree that there shall be no lockout, strikes, slow down or any other stoppage of or interference with work, which would cause any interruption in production.
- (b) It is agreed that no part of this Agreement is to be interpreted as requiring members of the Union to work behind a recognized picket line where strike, lockout or other conditions detrimental to the interest of the Local Union prevail.

Article 2.07 - Union Representative

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

Article 2.08 - Bulletin Boards

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

While the content of the Union notices shall be at the sole discretion of the Union, the Company reserves the right to veto the posting of notices of a derogatory, provocative or political nature. The Company agrees to post the Company's rules on the Bulletin Board. These rules will be subject to addition, or change, from time to time at the Company's discretion. The rules and such changes to the rules shall not be inconsistent with the terms of the Collective Agreement.

Article 2.09 - No Discrimination

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

Article 2.10 - Technological Change

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

have the requisite qualifications and experience for such training. If a displaced employee cannot be retained at his/her present level under the terms of this Agreement, the Company will co-operate with the Union to provide guidance and assistance to the employee in his/her applications for retraining through Canada Manpower or another government sponsored agency. Each employee displaced to a lower rate of pay by technological change will be granted special pay to maintain their former pay grouping until such time as they can be trained to a level of their former pay grouping. Employees who are terminated due to technological change shall receive severance pay as outlined in Section 42 (3) of the *Employment Standards Act*.

Article 2.11 - Union Discipline

The Company recognizes the right of the Union to discipline its members for violation of its laws, rules and/or agreements.

Article 2.12 - Supervision Authorization

No employee shall perform supervision without written authority from the Company.

ARTICLE 3 - SHOP STEWARDS

Article 3.01

The Company will recognize Shop Stewards and the Chief Shop Steward, who shall be selected in accordance with Union rules and regulations as the representative of the employees in the respective groups or departments for which they are chosen and hereby recognizes that the power of appointment and removal thereof is solely vested with the Business Manager. The number of Stewards will be consistent with the needs, but will not normally exceed one (1) Steward for every fifteen (15) employees.

Article 3.02

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

Article 3.03

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

Article 3.04

The Company shall allow Stewards to conduct said Union business within their regularly established working hours and within their assigned areas of representation, unless such action

would seriously interfere with operations and, in such instances, the supervisor shall make arrangements for the Stewards to leave the job as soon thereafter as operations will permit.

ARTICLE 4 - GRIEVANCE PROCEDURE AND ARBITRATION

Article 4.01 - Definition

A grievance shall be defined as any dispute or controversy between the Company and the Union, or between the Company and one (1) or more of its employees covered by this Agreement, in respect to any matters involving the interpretation, application or administration of any provision of this Agreement, any matter involving the alleged violation of this Agreement or any question as to whether any matter is grievable or arbitrable.

Article 4.02 - Grievance Steps

Step 1

An employee having a grievance shall first make an earnest effort to resolve the problem by discussing it with the **employer or designate** in the presence of a Shop Steward, within three (3) working days of becoming aware of the grievance.

Step 2

If a satisfactory solution is not reached in Step 1 within three (3) working days, the grievor, with the assistance of his/her Shop Steward, will submit the grievance in writing to the Business Manager of the Union who will take the matter up with the appropriate Company official within five (5) working days of the Company's reply in Step 1. If agreement is not reached within a further five (5) working days, the matter may be referred to arbitration as provided in Article 4.05.

Article 4.03 - Employee Rates

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

Article 4.04 - Discharged, 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 Company, and the matter shall be disposed of within seven (7) working days of the time the Manager received notice of the grievance, except where a case is taken to arbitration.
- (b) In cases of grievances for discharge, suspension or other actions of discipline, such grievances may be settled by the Arbitration Board by confirming the Company's

decision in discharging, suspending or disciplining the employee, or by reinstating the employee with full or partial compensation for time lost, or by any other arrangement which is just and equitable.

- (c) The Chief 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) Any interview dealing with disciplinary measures, the employee shall be accompanied by his/her Shop Steward.

Article 4.05 - Arbitration Procedure

- (a) All unsettled differences between the parties coming within the scope of or arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether the matter is arbitrable, shall be settled by arbitration, without stoppage of work.
- (b) The party requesting arbitration shall do so in writing, addressed to the other party and shall state the difference to be arbitrated.
- (c) All questions to be arbitrated shall be settled by binding decision of a single Arbitrator.
- (d) Should the parties be unable to agree within five (5) days, upon who such Arbitrator shall be, then they shall forthwith request the Honourable Minister of Labour to appoint.
- (e) All costs of arbitration shall be borne equally by the parties.
- (f) The Arbitrator appointed as above shall not have any jurisdiction to alter or change any of the provisions of this Agreement, to substitute any new provision in lieu thereof, or to give any decision inconsistent with the terms and provisions of this Agreement.
- (g) It is the desire of the Company and the Union that the Arbitrator should meet within seven (7) days after the appointment.
- (h) The decision of the Arbitrator will be final and binding on the parties hereto and should be rendered as rapidly as the Arbitrator considers practical.
- (i) By mutual agreement of the parties, the periods of time stated above may be extended. Saturday, Sunday and Statutory Holidays shall not be counted in determining the time within which any action is to be taken under this Article.
- (j) Correspondence between the parties concerning arbitration shall be by registered mail **or confirmed email.**
- (k) The Company and the Union reserve the right to use Section 87 of the *Labour Relations Code of British Columbia*.

Article 4.06 - Jurisdiction Disputes

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

Article 4.07 - Classification Adjustments

In the event that an employee is transferred to a job within another classification or is performing the work of another classification as outlined in Article 10, without receiving pay for that classification per Article 9, such employee may raise the matter as a grievance.

ARTICLE 5 - SENIORITY

Article 5.01 - Definition of Seniority

Seniority as hereinafter referred to shall be based on length of service within the bargaining unit or as otherwise covered in Article 5.06 and shall be a factor in determining layoff and recalling.

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

Article 5.02 - Classification Seniority

In laying off, rehiring, or the abolishing of a classification, the principle of seniority within a classification shall prevail. Employees reserve the right to displace less senior employees in previously held classifications. Classification seniority shall consist of total plant seniority applied to the classification currently held by the employees. Seniority can be claimed for displacement purposes, provided employment records show that the employee has previously attained seniority in other classifications or it is determined by the Company that the person has the necessary qualifications for the classifications available. Employees who are scheduled for layoff due to lack of work in their classification and whose personnel records do not show that they have performed work in another classification, shall, if possessing greater Plant seniority than an employee in a lower classification, be granted the opportunity to demonstrate qualifications in the lower classification. If such previous change of classification was a result of unsatisfactory performance, that employee would not be permitted to displace less senior employees in that classification. The foregoing does not preclude the employees' access to grievance procedure under Article 4.

Article 5.03 - Probationary Period

After an employee has an accumulated period of service of one-hundred and twenty (120) working days with the Company, he/she shall be granted seniority which shall date retroactively to the date he/she entered the employ of the Company. During this one-hundred and twenty (120) working-day period, employees shall be on a probationary basis.

Article 5.04 - 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 definite period as follows:
 - i An employee with less than five (5) years' service, shall maintain and accumulate seniority for a period not to exceed **nine (9)** months.
 - ii An employee with five (5) or more years' service, shall maintain and accumulate seniority for a period not to exceed **twelve (12)** months.

It is the employee's responsibility to keep the Company 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 **eighteen (18)** months. Upon return from such absence, the employee shall return to the position held prior to his or her absence, or to one or equal rating, provided he or she is capable of performing former duties and provided the Company has received an acceptable reason for and/or authorized the absence. It shall be the duty of each employee to notify the Company of the reason for absence, to furnish evidence to support the absence and to keep the Company informed of the anticipated date of return to duty.

- (c) Leave of Absence

During authorized leave of absence, the employee shall maintain and accumulate seniority.

- (d) Out of Bargaining Unit

During an absence due to transfer within the Company to a position outside the jurisdiction of the Union, an employee shall maintain and accumulate seniority up to a maximum of twelve (12) months. Thereafter, if transferred back to a position under the jurisdiction of the Union, the employee concerned will be credited for all Union service with the Company plus a maximum of twelve (12) months for service in a position with the Company outside of the jurisdiction of the Union.

Such credits will become effective from the date of transfer back to a position under the jurisdiction of the Union.

(e) Supervisors

Members of the bargaining unit who are working supervisors will maintain and accumulate seniority in their basic classification while supervising.

Article 5.05 - Notice of Layoff

In the event of a layoff due to lack of work, employees with less than ten (10) years' seniority will be given five (5) working days' notice. Employees with more than ten (10) years' service will be given ten (10) working days' notice. If the required notice is not given, the appropriate day(s) pay will be paid in lieu thereof except in cases of fire, flood, electrical failure or similar conditions beyond the control of the Company. If layoff exceeds thirteen (13) weeks, the provision provided for in Section 63 of the *Employment Standards Act* will apply.

Article 5.06 – Recall

Recall shall be in the reverse order of layoff. The Employer will first try to contact the laid off employee by telephone at the last known telephone number on file **or confirmed email**. Failing to contact by telephone **or confirmed email**, the Employer must send a registered letter to the employee's last known address. Employees must signify their intentions of returning to work within one (1) day of receipt of registered letter, telephone call **or confirmed email**.

Employees who have found other employment during layoff will have a maximum of four (4) working days to return to work. Employees who have not found other employment will be required to report for work within a maximum of two (2) working days after notification. These time limits may be altered by mutual agreement between the Employer and the employee.

Article 5.07 - Termination of Seniority

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

- (a) Voluntary quitting of job.
- (b) Exceeding authorized leave of absence, unless failure to return to work is unavoidable.
- (c) Discharge for just cause.
- (d) Failure to report for work from layoff as per Article 5.06.
- (e) Exceeding layoff as outlined in Article 5.04.

Article 5.08 - Transfers Within the Bargaining Unit

- (a) All transfers will be made on a trial basis or on a temporary basis and the employee will retain his/her seniority in the classification from which he/she was transferred during the

trial or temporary period.

- (b) A trial or temporary transfer will become permanent after thirty (30) worked days unless previously made permanent by a written notice to the employee. At the time a trial or temporary transfer is made permanent, the employee's seniority shall be transferred, this does not apply to demotions for lack of work, which require the higher rate be maintained for the full thirty (30) days worked.
- (c) If an employee is assigned to work in a classification at a rate superior to his/hers, he/she shall be paid from the start of his/her assignment at the minimum of the higher grade classification of his/her current regular rate, whichever is the greater.

On returning to his/her regular job, the employee shall revert to his/her former rate. If an employee is temporarily assigned to work in a classification at a rate inferior to his/hers, he/she shall maintain his/her current regular rate and progression.

- (d) In the event an employee is transferred to a job within another classification, and fails to qualify on the new job or upon return from a temporary transfer or leave of absence, the employee will be returned to the job held prior to the transfer or leave of absence, or a similar job, if the prior job held by the employee no longer exists.
- (e) The principle of returning an employee to his/her previous job, as outlined above in this section, will not apply when the reason for the initial transfer was because of unsatisfactory work performed in the original job.

Article 5.09 - Promotions and Job Vacancies

Should there be a job vacancy within the bargaining unit, it shall be posted for a period of three (3) working days to allow interested employees the opportunity to apply.

The job shall be awarded on the basis of seniority provided there is no marked difference in skill and ability.

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

Article 5.10 - Leave of Absence - Union

- (a) The Company upon receiving four (4) weeks' notice in writing from the Business Manager or delegate of the Union, agrees to grant a leave of absence without pay to not more than one (1) employee for full-time service with the Union. Such leave of absence is not to exceed **three (3)** months at a time unless there is mutual agreement to the extension. **An additional extension request will not be unreasonably withheld.**
- (b) The Company, upon receiving two weeks' notice in writing from the Business Manager

or delegate of the Union, agrees to grant leave of absence without pay to Union Stewards or representatives of the members for the purpose of attending to Union business.

Such leaves of absence shall not exceed two (2) weeks' duration, nor shall they exceed one (1) member at any one time unless otherwise mutually agreed.

ARTICLE 6 - HEALTH, WELFARE AND SAFETY

Article 6.01 - Safety Rules

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

Article 6.02 - Company Rules

(a) It is agreed by both parties that as a condition of employment the rules and regulations of the Company, as posted on the notice boards, will be strictly obeyed, and that failure to do so shall be cause of discipline including discharge providing such rules do not contravene the spirit and intent of this Agreement.

(b) The Company agrees that prior to any change in the Company's rules, the Union will be notified.

Article 6.03 - Safety Practice Committee

It is agreed that there shall be a Safety Committee who shall represent the management of the Company and the bargaining unit employees.

This shall be in accordance with Worksafe BC Occupational Health and Safety Regulations.

Article 6.04 - On-the-Job Injury

(a) If an employee is injured to such an extent that, in the opinion of the First Aid Attendant, he/she is obliged to cease work, his/her wages will continue for the balance of the day during which he/she was injured.

(b) The Company shall furnish adequate emergency transportation to and from the nearest suitable doctor or hospital for any employee injured or who has become seriously ill while on the Company's premises.

(c) The Company shall furnish transportation home for any employee who has become injured or seriously ill while on Company premises if they do not require hospitalisation.

Article 6.05 - Safety Clothing

- (a) Coveralls or smocks shall be provided to employees by the Company. Laundering shall be paid for by the Company.
- (b) Upon completion of an employee's probationary period an employee shall be reimbursed 50% of the sum per pair of safety footwear required, upon presentation of a receipt dated after the completion of the probationary period. All safety boots must be Employer-approved prior to purchase.
- (c) Each employee will have the difference in cost between standard prescription lenses and safety prescription lenses, paid by the Company.

Article 6.06 - Medical, Life Insurance Plans

The parties agree to implement a health and welfare plan providing:

- (a) B.C. Medical Plan.
- (b) Extended Health Plan.
- (c) Life Insurance (\$10,000.00).
- (d) A.D. & D. \$10,000.00.
- (e) Weekly Indemnity 1-1-4-52 @ 60% of wages to a maximum of \$600.00 per week.
- (f) Dental Plan - 100% Plan "A"
60% Plan "B"
- (g) The coverage for the benefit package shall be provided through
- (h) Members under 65 years of age who have not attained the Company retirement age shall participate in the above benefits.
- (i) The Company's contribution for the above benefits shall be 100% of the cost.
- (j) When an employee is off work due to sickness or accident, the Employer will pay the health and welfare premiums in accordance with Article 5.04 (b).
- (k) A new employee will be entitled to coverage of benefits as follows:

Dental:

On the first day of the month following the completion of an employee's probationary period.

All Other Benefits:

On the first day of the month following the employee's hire date.

Recalled Employees:

All benefits on the first day of the month following recall. This does not apply to dental if the employee has not qualified for the three-month clause as noted above.

Article 6.07 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, sex, 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, of the exercise of any right conferred under this Agreement or under any law of Canada, its provinces, and/or territories. The *Human Rights Code of B.C.* shall be upheld.

The parties agree to an independent and third party to hear disputes, with costs shared equally. The findings and corrections of the third party are final and binding on all parties.

Article 6.08 - Bereavement Pay

In case of a death of spouse, legal common-law spouse or child of an employee, the Company will grant the employee five (5) days' leave of absence with pay at the employee's regular hourly rate of pay. Three (3) days bereavement shall be granted for the death of the employee's mother, father, parent-in-law, grandparent, brother, sister or grandchild. If the employee does not attend the funeral they shall be granted one (1) day bereavement. Further unpaid leave will not be unreasonably denied. Employees who are on a leave of absence, sick leave or laid off are not eligible to receive bereavement pay.

Employees within their probationary period must speak with the employer with regards to their eligibility for bereavement leave pay.

The employer may require the employee to provide proof of death prior to receiving bereavement leave pay.

Article 6.09 - First Aid Attendant

When required by WCB regulations, the Employer, based on the minimum level of first aid

required, will appoint one qualified First Aid Attendant, who, in addition to their regular wages will be paid a premium of:

- \$0.50 per hour if holding a Level I Certificate
- \$0.55 per hour if holding a Level II Certificate
- \$0.60 per hour if holding a Level III Certificate

Article 6.10 - Jury Duty Pay

An employee who is called for Jury Duty or who is subpoenaed as a witness will receive for each day of absence, the difference between pay lost, and the amount of the fee received providing that the employee furnished the Company with a receipt signed by the proper Court Officer showing the amount of the fees received. When not required for actual Jury Duty he/she will report for work as soon as possible. Provided an employee, prior to the start of Jury Duty, signs a wage assignment to the Company for fees to be received, the Company will not deduct the amount of fees from his/her pay until payment has been made by the Court.

Article 6.11 - Education

- (a) Employees shall be reimbursed by the Company for tuition and other course costs when taking educational training relating to their current employment, or equipping themselves for job progression and advancement and under the safety and First Aid Attendants' program.
- (b) Costs of employee training will be paid by the employer. The employer will pay one-half (1/2) of the course cost upon registration and the other one-half (1/2) upon the employee receiving a certificate of completion.

ARTICLE 7 - HOURS, OVERTIME, SHIFTS AND HOLIDAYS

Article 7.01

First Shift: Eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day on the first shift.

Article 7.02

Work Week: Forty (40) hours of work in a five (5) day period shall constitute a work week, Monday through Friday, except when otherwise provided by mutual consent of the parties hereto.

Article 7.03

Second Shift: If a second or evening shift is employed, the employer and the Union will meet to negotiate a shift premium.

Article 7.04 - Overtime

- (a) All hours worked in excess of eight (8) hours in a day, Monday through Friday, will be paid at the overtime rates which will be:

One and one-half (1 1/2) times the employee's regular rate for the time over eight (8) hours and two (2) times the employee's regular rate for time over eleven (11) hours. The first eight (8) hours worked on Saturdays and Sundays will be paid at one and one-half (1 1/2) times the employees' regular rate; all other hours will be paid at two (2) times the hourly rate.

- (b) Overtime premiums may be banked by the Company on a continuing basis at the option of the employee. Equivalent time off in lieu of payment to be taken at a time mutually agreed to by the Company and the employees. Employees are required to give one (1) weeks' notice in writing requesting banked time off. 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.

- (c) **If overtime work is required on a weekend, employees must have worked the prior Friday in order to be paid at overtime rates unless previously booked off on a vacation or floater day.**

Article 7.05 - Minimum Overtime Rates

- (a) Employees shall receive a minimum of one (1) hour's pay at overtime rates if required to work overtime.
- (b) Employees shall receive a minimum of four (4) hours' pay at overtime rates if called to work from their homes.
- (c) Employees shall receive one full day's notification if required to work overtime. In a case of emergency, this overtime notification may be waived. **Overtime will be given first by classification and may also be offered to other bargaining unit members in different classifications in the plant due to workload demands.**

Article 7.06 - Supper Money

Should an employee be required to work two (2) hours or more after regular quitting time, he/she shall receive an eight dollar (\$8.00) meal allowance, **however if an employee is required to work three (3) or more hours of overtime they will receive a ten dollar (\$10.00) meal allowance.**

Article 7.07 - Rest Period and Lunch Period

The Company agrees to grant all employees covered by this Agreement, **one (1) ten (10) minute rest period and one (1) fifteen (15) minute rest period** each day, one in the morning and one in

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Code manufacturing agr revised FINAL march 24 2016

the afternoon, at a time specified by the Company. Employees called upon to work overtime shall be granted a coffee break every two (2) hours while overtime lasts.

Employees will be granted one-half (0.5) hour unpaid lunch break as close to the middle of the work day as possible.

Article 7.08 - Annual Holidays

- (a) Employees who have completed less than one (1) year's accumulated service by December 31, will receive an annual vacation in accordance with the Employment Standards Act of B.C.
- (b) An employee who will have completed one (1) or more years of accumulated service by December 31, will be entitled to two (2) weeks' vacation in that calendar year, with pay at four percent (4%) of their regular wages.
- (c) An employee who will have completed **five (5)** or more years of accumulated service by December 31, will be entitled to three (3) weeks' vacation in that calendar year, with pay at six percent (6%) of their regular wages.
- (d) An employee who will have completed eleven (11) or more years of accumulated service by December 31, will be entitled to four (4) weeks' vacation in that calendar year, with pay at eight percent (8%) of their regular wages.
- (e) An employee who will have completed eighteen (18) or more years of accumulated service by December 31, will be entitled to five (5) weeks' vacation in that calendar year, with pay at ten percent (10%) of their regular wages.
- (f) Applies to those off on an extended sick leave. Those employees who have not completed two-hundred and twenty-five (225) days of actual work (more than four (4) hours constitute a work day), including paid statutory holidays during the holiday year as defined in (h) below shall be permitted holiday pay at the above percentages on the regular wages paid to the employee.

Those employees who have completed two-hundred and twenty-five (225) days of actual work (more than four (4) hours constitutes a work day) including paid statutory holidays during the holiday year as defined below and a maximum of twenty-two (22) days of absence due to verified illness, accident or authorized leave, during the holiday year, shall be permitted holiday pay as follows:

Two (2) weeks at straight-time regular rate for one (1) or more years of accumulated service.

Three (3) weeks at straight-time regular rate for three (3) or more years of accumulated service.

Four (4) weeks at straight-time regular rate for eleven (11) more years of accumulated service.

Five (5) weeks at straight-time regular rate for eighteen (18) or more years of

accumulated service.

- (g) If during the term of this Agreement, the federal and/or B.C. governments shall, by legislation, set forth certain minimum vacation allowance standards to be observed within the province of British Columbia and such minimum vacation allowance standards are greater than the vacation allowance provided for in this Agreement, then such new minimum vacation allowance standards shall become part of this Agreement.
- (h) The "holiday year" for vacation pay is defined as the period January 1 to December 31 inclusive.
- (i) Holiday pay accrued to date at the time holidays are taken will be paid. Any vacation monies still owed employees will be paid on December 31st.
- (j) No employee shall be permitted to accept pay in lieu of actual time off – vacation periods are non-cumulative.
- (k) **At the discretion of the Employer the plant may or may not be open between Christmas and New Years (December 25 through and including January 1) each year. If the plant remains closed employees may use vacation days outstanding or a leave of absence. If the plant remains open regular work days are in effect unless an employee has previously approved vacation time scheduled.**
- (l) Vacations will be granted in accordance with seniority. Vacation entitlements will require prior approval by the Employer and will be subject to staffing requirements as determined by the Employer.

Article 7.09 - 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 | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| B.C. Day | Floater Day - the floater holiday must be |
| <u>Family Day</u> | mutually agreed to, subject to |
| | staffing levels. |

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

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

- (b) If no work is performed on the general holiday enumerated in Article 7.13 (a), employees shall receive straight-time pay at regular rates.
- (c) Employees employed for less than one (1) calendar month will be paid in accordance with the *Employment Standards Act*.
- (d) When one of the aforementioned paid 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 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) An employee on excused absence or who is on sickness and accident or Workers' Compensation Board benefits, will be paid for the holidays falling during the benefit period but in no case for a period exceeding four (4) months.

Article 7.10 - Payment of Wages

Wages shall be paid every second Friday before quitting time.

ARTICLE 8 - IBEW GROUP REGISTERED RETIREMENT SAVINGS PLAN (G.R.R.S.P.)

The Registered Retirement Savings Plan is arranged through the IBEW G.R.R.S.P. The Company agrees to submit two-point nine percent (2.9%) of the employees' regular hourly rate into the IBEW G.R.R.S.P.

This remittance will commence upon the completion of an employee's probationary period.

The Employer agrees to show the R.R.S.P. contributions on the employees' pay stub.

ARTICLE 9 – SCHEDULE OF WAGES

| | <u>Oct 1, 2014</u> | <u>Oct 1, 2015</u> | <u>Oct 1, 2016</u> | <u>Oct 1/2017</u> |
|---|--------------------|--------------------|--------------------|-------------------|
| | 2.5% | 2% | 2.3% | 2% |
| CHARGE HAND | | | | |
| First 12 months of accumulated service | \$ 24.31 | \$ 24.80 | \$ 25.37 | \$ 25.88 |
| Thereafter | \$ 25.70 | \$ 26.22 | \$ 26.82 | \$ 27.36 |
| SENIOR WELDER | | | | |
| First 12 months of accumulated service | \$ 20.82 | \$ 21.24 | \$ 21.73 | \$ 22.16 |
| Second 12 months of accumulated service | \$ 21.39 | \$ 21.82 | \$ 22.32 | \$ 22.77 |
| Thereafter | \$ 22.64 | \$ 23.10 | \$ 23.63 | \$ 24.10 |

JUNIOR WELDER

| | | | | |
|--|----------|----------|----------|----------|
| First 12 months of accumulated service | \$ 18.61 | \$ 18.99 | \$ 19.42 | \$ 19.81 |
| Thereafter | \$ 20.62 | \$ 21.04 | \$ 21.52 | \$ 21.95 |

PRODUCTION WORKER

First 6 months of accumulated

| | | | | |
|----------------------------|---------------|-----------------|-----------------|-----------------|
| <u>working time</u> | \$ N/A | \$ 16.50 | \$ 16.88 | \$ 17.22 |
|----------------------------|---------------|-----------------|-----------------|-----------------|

Second 6 months of accumulated

| | | | | |
|----------------------------|---------------|-----------------|-----------------|-----------------|
| <u>working time</u> | \$ N/A | \$ 17.00 | \$ 17.39 | \$ 17.74 |
|----------------------------|---------------|-----------------|-----------------|-----------------|

| | | | | |
|--------------------------|---------------|-----------------|-----------------|-----------------|
| <u>Thereafter</u> | \$ N/A | \$ 17.50 | \$ 17.90 | \$ 18.26 |
|--------------------------|---------------|-----------------|-----------------|-----------------|

| | | | | |
|----------|----------|----------|----------|----------|
| LABOURER | \$ 15.55 | \$ 15.55 | \$ 15.55 | \$ 15.55 |
|----------|----------|----------|----------|----------|

| | | | | |
|---------------------|----------|----------|----------|----------|
| PART TIME/TEMPORARY | \$ 12.33 | \$ 12.33 | \$ 12.33 | \$ 12.33 |
|---------------------|----------|----------|----------|----------|

| | | | | |
|---------------|----------|----------|----------|----------|
| Rob and Peter | \$ 23.48 | \$ 23.48 | \$ 23.63 | \$ 24.10 |
|---------------|----------|----------|----------|----------|

(2% retro) Blue circle removed October 1, 2016

NOTE: An employee hired as part-time or temporary will not be guaranteed a minimum number of hours per week, except that they will be guaranteed eight (8) hours per day. There will not be payments made for any benefits, health and welfare or G.R.R.S.P. Seniority will not be accrued. A part-time/temporary employee who exceeds four (4) months of continuous employment will be promoted to the Labourer classification.

Anyone promoted to Labourer will begin as a new hire and the clause of Probationary period will apply.

Temporary employees can be hired in other classifications under the same terms as above as long as there are no internal employees capable of performing the job duties in other classifications.

ARTICLE 10 – JOB DESCRIPTIONS

LABOURER:

Works under supervision. Must be capable of performing basic assembly duties, use basic machines, and operate power and air tools. Responsible for all shipping and receiving of all goods.

PRODUCTION WORKER

Works under supervision and has a minimum of one (1) year experience as a labourer. Is responsible for all shipping and receiving of goods which includes all manual and computerized shipping duties and shipping equipment such as, but not limited to operating a forklift and reach truck. Is able to operate the spot welding line as well as all other required machines, including the set-up of such. Operates power and hand tools and assists welder and chargehand as required.

JUNIOR WELDER:

Works under supervision. Performs basic welding (MIG, GMAW, or spot) on all types of material.

Required to operate basic machines, power and air tools, and can perform simple fabrication of cable tray.

SENIOR WELDER:

Works under minimal supervision. An employee who has at least two (2) years experience at the top Junior Welder rate or its equivalent. Must be capable of directing Junior Welders. Is able to perform more complicated and custom tray fittings without assistance and has experience in performing all aspects of work performed in the shop **and is capable of TIG welding.**

CHARGE HAND:

A fully qualified employee who is capable of instructing and directing others in the shop. They shall have a thorough knowledge of shop practices and work in close co-operation with the Manager.

ALL EMPLOYEES:

May be required to perform record keeping on paper or computer. Also be responsible for basic housekeeping in their respected areas.

ARTICLE 11 AGREEMENT SIGNATURES

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

SIGNED BY THE COMPANY
CODE MANUFACTURING LTD.

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

ALLISON STRAGHAN
President

DOUG S. McKAY
Business Manager and
Financial Secretary

Date

Date

