

This Agreement, dated for reference the 1st day of April, 2013

Between:

**GUNNEBO CANADA INC.
Unit 132-8610
GLENLYON PKWY,
BURNABY B.C. V5J OB8**

(hereinafter the Employer)

And:

**COMMUNICATIONS, ENERGY AND
PAPERWORKERS UNION CANADA
LOCAL 1928
201-733 6th ST. NEW WESTMINSTER
B.C. V3L 3C6**

(hereinafter the Union)

April 1, 2013 - March 31, 2016

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ARTICLE 1.00 - OBJECT

- 1.01** The object of this Agreement is to promote the industry, elevate the trade, promote peace and harmony between the Employer and Employees, facilitate the peaceful adjustment of all disputes and grievances, prevent strikes and lockouts and to avoid unnecessary waste of time and expense in the settlement of disputes connected with the Industry. During the term of this Agreement, the Employer agrees that there shall be no lockout, and the Union agrees that there shall be no strike. The Employer and the Union advocate the need to adapt to changes in the economy, develop workplace skills and promote workplace productivity.

ARTICLE 2.00 - COLLECTIVE BARGAINING UNIT

- 2.01** The Employer recognizes the Union as the sole collective bargaining agency for all Employees performing work as outlined in this Agreement under job classifications and coming under the jurisdiction of the Union as certified by the Labour Relations Code of British Columbia.
- 2.02** Both parties agree that management personnel not included in the bargaining unit shall not regularly perform any of the duties, operate any of the equipment or use any of the tools normally associated with any of the classifications covered by this Agreement.

ARTICLE 3.00 - WORKING FORCES

- 3.01** The Employer has the right to operate and manage their business in all respects subject only to the limitations expressly stated in this agreement. These rights include, but are not limited to: hiring, promoting, lay-off, the directing of Employees, discipline and discharging for just cause, the planning, assigning, and scheduling of work, the selection of materials, processes, equipment, products, and methods of operation.

The Employer, in consultation with the Union, will have the right to enforce rules and regulations that do not conflict with this agreement. The Union has the right to grieve any unreasonable rules or regulations imposed.

- 3.02** The management, and the operation of, and the direction and promotion of the working forces is vested exclusively in the management, provided, however, that this will not be used for purposes of discrimination against the Employee.
- 3.03** All of the terms and conditions of this Agreement will apply equally to all Employees without discrimination as to sex, colour, or age.
- 3.04** No locksmith service work shall be contracted out, unless due to circumstances beyond the control of the Employer, it is not practical, economical or profitable to send a locksmith out of town for a minor service job.

ARTICLE 4.00 - UNION SHOP

- 4.01** Every Employee coming within the scope of this Agreement shall, as a condition of employment, become and remain a member in good standing of the Union.
- 4.02** Prior to hiring new Employees, the Employer agrees to notify the Union. The Employer may hire those persons most competent to perform the available work. However, preference of employment will be given to members of the Union. It is understood that those persons hired by the Employer shall join the Union within two (2) weeks and remain members in good standing as a condition of continuing employment.
- 4.03** The Shop Steward shall have one (1) year's service with the Employer and will be recognized in all shops and shall not be discriminated against. The Shop Superintendent or Foreman shall be notified by the Union of the name or names of such Shop Stewards and in the event of a lay-off or reduction in the work forces, such Shop Stewards shall, at all times, be given preference of continued employment, unless otherwise agreed between the parties hereto, provided he has the necessary skills and qualifications to

perform the required work. The Shop Steward shall be allowed a reasonable amount of time to orient new Employees when hired. This time shall not be unreasonably withheld by the Employer.

- 4.04** It is understood that the Chairman of the Shop Committee, after consultation with his Foreman, shall with permission, during working hours and without loss of time or pay, be allowed to leave his regular duties for a reasonable length of time in order to investigate and settle if possible, grievances in his jurisdiction. The Chairman of the Shop committee shall be the elected Shop Steward.
- 4.05** Business Agents shall have access to all shops covered by this Agreement in the carrying out of their regular duties, after obtaining permission from the Employer, Superintendent, or Foreman; however, in no way will they interfere with the Employees during working hours unless permission is granted. The Business Agent may also consult with the Job Steward at any time during working hours after obtaining permission from the Employer or his representative; such permission is not to be unreasonably withheld.
- 4.06** Any Employee who fails to maintain his membership in the Union as prescribed herein by reason of refusal to pay dues and assessments by check-off, shall be subject to discharge after seven (7) days' written notice to the Employer.

ARTICLE 5.00 - DUES CHECK-OFF

- 5.01** The Employer agrees to deduct from each Employee coming within the scope of this Agreement, Union initiation fees, dues and assessments legally levied and in the amount communicated to the Employer by the Union from time to time.
- 5.02** Deductions will be made from the first earned pay period in each month and remitted to the financial secretary of the Union by the end of the applicable month. The remittance shall include a list of the Employees, showing their respective deductions, new Employees, terminations and those on compensation.
- 5.03** New Employees, after having worked two (2) weeks, shall be made liable for the required deductions. If deduction is not made from an Employee for any reason, deduction for that month will be made from a subsequent pay cheque and forwarded with the next remittance.
- 5.04** The Employer agrees that if signed authorizations are deemed required to make such deductions, the Employer will obtain them. The Union will supply such forms upon request.

ARTICLE 6.00 - REGULAR HOURS OF WORK

- 6.01** The normal hours of work shall be forty (40) hours per week, consisting of five (5) eight (8) hour days, from 8:30 a.m. to 5:00 p.m. The normal work days shall be Monday to Friday, with one-half (1/2) hour for lunch between the hours of 11:00 a.m. and 1:00 p.m. The regular starting and quitting and lunch time may be varied by mutual agreement.
- 6.02** **Standby Duty**
All Servicemen, Safe and Locksmith Employees will be assigned to standby duty for a period of a week at a time. All standby duty assignments will be posted listing the assignments for a three (3) month cycle, and no changes will be made without one (1) month's notice to Employees involved, except in the event of sickness. Failing such notice, the Employee involved will have the option of accepting or rejecting such change. During such a period, the Employee will be paid for standby duty at the rate of one hundred and twenty-five dollars (\$125.00) per week.
- 6.03** The period designated for standby will commence from 5:00 p.m. Tuesday and terminate at 8:30 a.m. the following Tuesday. An Employee on standby duty will receive double the regular rate of pay for all work commenced at or after 5:00 p.m. Any assignments that are issued during the regular working hours that fall into the regular overtime period will be paid the appropriate regular overtime premiums in accordance with article 8.01. A cell phone will be supplied by the company at no cost to the Employees for use during the standby duty period. An answering service will screen calls in order that the Employee on standby receives only emergency calls.

6.04 Travel Time

Will be paid for at the prevailing rate, but will not exceed eight (8) hours' pay at straight time in any one day. Driving or travelling in a company vehicle shall be paid for as time worked, not as travel time. Work beyond the regular eight (8) hour day Monday through Friday, shall be paid at overtime rates.

ARTICLE 7.00 - OVERTIME

- 7.01** Time and one-half the regular rate of pay will be paid for the first two (2) hours overtime beyond the regular daily shift Monday through Friday. All overtime worked beyond two (2) hours will be paid for at double the regular rate of pay. Time and one-half the regular rate of pay will be paid for the first eight (8) hours of work on Saturday. Double time the regular rate of pay will prevail for all hours of work beyond the first eight (8) hours on Saturdays and for all work performed on Statutory Holidays and Sundays. All overtime work will be voluntary, except where emergency conditions prevail.
- 7.02** Over two (2) hours and upwards of overtime worked, and after each four (4) hours worked thereafter, the Employer will provide a meal allowance up to a maximum of twenty dollars (\$20.00) upon presentation of receipts providing there is a continuation of work.

ARTICLE 8.00 - CALL TIME HOURS

- 8.01** Any Employee reporting for a scheduled work shift and not being required, shall not receive less than four (4) hours' pay. Any Employee who works beyond four (4) hours shall be paid for actual hours worked up to the next full hour.
- 8.02** Any Employee except the Employee on standby duty who has completed one (1) shift, and left the premises and who is called back to work for any reason, shall receive not less than two (2) hours' pay at the recognized overtime rates. Any hours worked after two (2) hours will be paid at double time rates.
- 8.03** Any Employee may bank overtime hours to a maximum of two (2) weeks in any calendar year. All banked overtime hours are to be taken as time off and must be taken before the end of the calendar year.

ARTICLE 9.00 - PAYMENT OF WAGES

- 9.01** Employees shall be paid every two (2) weeks. Payment shall be made on the job on Friday of every second week prior to quitting time, it being understood that the payroll cut-off date shall not exceed five (5) days prior to the regular pay day. All overtime wages shall be payable, unless overtime hours are banked in accordance with Article 8.03, in the pay period following that in which the overtime hours are worked. Each pay cheque will include an itemized statement indicating hours worked at straight time and overtime rates, rate of pay and individual deductions. If the regular pay day falls on a statutory holiday, Employees shall be paid the preceding working day.
- 9.02** The Employer agrees that in instances of termination or quitting, arrangements shall be made to ensure that wages owing and statements shall be mailed to the Employee within six days. The Employer shall make every attempt to ensure that, in instance of lay-off, the Employee is paid in full all wages owing at time of lay-off.

ARTICLE 10.00 - LEAVE OF ABSENCE

- 10.01** Regular Employees who have two (2) months or more seniority with the Employer will be allowed, in the event of a death of an immediate relative, a leave of absence to attend the funeral or make funeral arrangements, provided the Employee provides proof of death and attendance at the funeral, if so requested by the Employer. The pay of the Employee is to be his regular straight time hourly rate of pay for up to three consecutive days of absence, providing the days of paid absence fall within a period in which the Employee was scheduled to work.

To be eligible to apply for such paid leave, the Employee must not be absent from work on account of illness, accident, compensation, holidays, vacation or lay-off at the time for which leave is requested. The

immediate relative will be wife, husband, child, parents, grandparents, brother, sister, mother-in-law, father-in-law, common-law spouse, parents of that common-law spouse and stepchildren.

- 10.02** Any regular full-time Employee who is required to perform jury duty or is subpoenaed as a witness by the Crown, on a day which he would normally have worked will be reimbursed by the Employer for the difference between the pay received for jury duty or witness duty and his regular straight time rate of pay for his regularly scheduled hours of work. Employees shall return to work within a reasonable period of time. They shall not be required to report if less than three (3) hours of their normal shift remains to be worked. It is understood that such reimbursement shall not be for hours in excess of hours normally worked, less pay received for jury duty or witness duty. The Employee will be required to furnish proof of jury service or witness duty pay received. When an Employee is served jury duty notice, the Employee shall notify the Employer as soon as possible.
- 10.03** Hours paid for jury duty or witness duty will be counted as hours worked for the purposes of qualifying for vacations and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.
- 10.04 Union Business**
Upon request by the Union, elected officers and delegates will be granted leave of absence without pay for purposes of such Union business. No more than one Union member at a given time will be granted such leave. In addition, the length of such leave will be as mutually agreed upon by the parties.
- 10.05 Members Elected to Full-Time Union Positions:**
Upon written request by the Union, the Employer agrees that an Employee will be given a leave of absence without gain or loss of seniority, for such length of time as might be required, providing a mutual agreement has been reached between the Employer and Employee prior to standing for office.
- 10.06** The Employer will grant leave of absence to a maximum of six (6) months without pay to Employees for compassionate reasons or for educational reasons or training or extended vacation purposes or as mutually agreed by the Employer and the Shop Committee conditional on the following terms:
- (a) **Applicants must:**
1. Apply one month in advance unless circumstances arise beyond the control of the Employee.
 2. Apply in writing to the Employer and Shop Committee disclosing grounds.
 3. Have twenty-four (24) months seniority, or less if agreed by the Employer and the Shop Committee.
- (b) **The Employer shall grant such leave provided:**
1. A suitable and qualified replacement is available.
 2. The Shop Committee has approved.
- (c) In cases where grounds for leave are of a confidential nature, the Employer shall have the exclusive right to grant such leave with written notice to the Shop Committee.
- (d) Authorized leave shall be in writing and shall be signed by the Employer and the Shop Committee. An Employee not returning at the expiration of his leave shall be considered to have quit voluntarily unless he furnished within three (3) days of the expiration of his leave, a reasonable excuse for not having returned.

ARTICLE 11.00 - SENIORITY

- 11.01** The Employer recognizes the principle of continuous seniority after forty (40) working days of employment, it being understood that seniority will be determined by the longest service with the company from the first day of work. During this forty (40) day period, the Employee is on probation.

11.02 An up-to-date seniority list will be supplied and posted by the Employer on the company notice board once every twelve (12) months and at time of lay-off. The seniority list shall include the hiring date of the Employee plus the classification(s) to which he holds.

11.03 Lay-off

For the prevention of grievances arising over lay-offs where seniority is concerned, the Foreman shall notify the chairman of the Shop Committee prior to the lay-off, the names of those to be laid off.

When a member has completed his probationary period with the Employer, in the event of a lay-off, he shall be given one week's notice. However, if the one week notice is not given, then the Employee shall receive one (1) week's pay in lieu of the said notice.

Employees, whenever possible, shall notify the Employer at least three (3) days in advance of their intent to terminate their employment.

Order of Lay-off

In the event of a reduction in the work force, the Employer shall lay-off in order of seniority based on the date of hire, provided the Employee has the skills and qualifications to perform the work available.

11.04 Re-hiring

Employees shall be recalled to work in the order in which their names appear on the seniority list, provided they have the skills and qualifications to perform the work that is available. It shall be the responsibility of Employees laid off to notify the Employer in writing of any change of address together with a telephone number at which he may be contacted.

No new Employee will be hired until former Employees, who are available and have the necessary skills and qualifications to perform the work required, are given the opportunity to return to work.

Employees who have been laid off and who have been notified of the plant vacancy must respond to the Employer's notification of a re-hiring within twenty-four (24) hours (excluding Saturday, Sunday and Statutory Holidays) of such notification. It shall not be a violation of this Agreement if the Employer fails to adhere to the principles of recall when a laid-off Employee fails to respond to the Employer's notice of plant vacancy within the time limits prescribed.

An Employee shall report for work on re-hire as provided in this Article by the fourth working day following acceptance of the re-hire.

Should an Employee fail to report for work within the designated period and having no reasonable excuse for his failure, he shall forfeit all his seniority rights, and is deemed to have terminated his employment.

11.05 It is agreed between the Employer and the Union that seniority during lay-off or leave of absence will be retained on the following basis:

- (a) Employees with less than one (1) year of continuous service shall retain and accrue their seniority for a period of six (6) months. Employees with one (1) or more years of service shall retain and accrue their seniority for a period of one (1) year.
- (b) Employees on compensation, sickness or disability due to accident, for such time as it may take to recover health. The Employer shall have the right to require a certificate from a qualified medical practitioner from an Employee who has been absent for three (3) consecutive days.

11.06 The Employer agrees to post all opportunities for promotion to a higher classification and to other departments. Such posting will be made for five (5) continuous days on the bulletin board. The parties agree that should successful Employees not be able to do the job, they will go back to their previous position. Notwithstanding the above, the Employer shall have the right to fill such vacancies on a temporary basis. The parties agree that in instances of promotion or transfer, qualifications and seniority

are the determining factors. When qualifications are equal between two Employees, then seniority shall govern. When an Employee is transferred to another classification he will maintain his regular rate of pay for a period of fourteen (14) days, after which his rate of pay will be adjusted to that classification.

When an Employee is classified into a training category, he shall follow the progressive program and receive the applicable rate based on hours worked in each category.

11.07 Plant Closure

1. In the event of a plant closure, defined as a termination of eighty percent (80%) of the bargaining unit Employees, the Employer will give notice as defined below to all Employees and the Union:
 - (a) One week's notice for each year of employment to a maximum of eight (8) weeks.
 - (b) The period of notice shall not coincide with an Employee's annual vacation.
2. If the Employer fails to comply with the notice in (1) above, he shall pay affected Employees at regular straight time rates in lieu of such notice to a maximum of eight (8) weeks pay based on one week's pay for each year of employment.

ARTICLE 12.00 - VACATIONS WITH PAY

12.01 Employees shall receive an annual vacation with pay in accordance with their length of continuous service with the Employer. Years of continuous service are calculated from the Employee's date of employment with the Employer. Vacation pay is calculated as a percentage of the Employee's gross earnings and the following schedule shall apply:

1 yr. or more service	4% of gross earnings	2 wks.
5 yrs. or more service	6% of gross earnings	3 wks.
12 yrs. or more service	8% of gross earnings	4 wks.

Vacation pay for Employees with less than one (1) year's continuous service shall be paid at the rate of four percent (4%) of their gross earnings based on the starting date of their employment.

12.02 Vacation pay for each week of vacation will be paid at the regular rate of pay or percentage of gross earnings as stipulated above, whichever is greater. A vacation list will be provided and posted on the notice board so that Employees may choose their time of vacation. Vacations provided for in 12.01 can be taken consecutively, the timing of which will be by mutual agreement with the Employee and Employer, seniority in each department to be the deciding factor. All holidays to which Employees are entitled must be taken in the calendar year.

12.03 In the case of an Employee being laid off, discharged or quitting, the vacation pay shall be paid in conjunction with years of service with the Employer and the percentage formula of their gross earnings (refer to Article 12, Clause 12.01).

12.04 The following shall be considered as days actually worked for determining eligibility for vacations with pay for any Employee after one continuous year of employment.

- (a) Absence on Workers' Compensation up to a period of one year provided the Employee returns to his employment.
- (b) Absence due to illness up to a period of one year provided that the Employee returns to his employment. The Employer shall have the right to require a certificate from a qualified medical practitioner.
- (c) Statutory holidays or days observed as such will be considered as days actually worked for calculating vacation pay.

12.05 The following shall not constitute the time period for vacation calculations with pay:

- (a) An Employee on duly approved leave of absence
- (b) An Employee who is laid off

ARTICLE 13.00 - STATUTORY HOLIDAYS

13.01 All Employees covered by this Agreement employed with the Employer for sixteen (16) calendar days or more, shall receive eleven (11) paid statutory holidays per year and any other public holiday declared by the Provincial or Federal Governments. Such Employees shall receive a day's pay at their regular rate of pay on the pay day following the statutory holiday.

Employees laid off or terminated prior to a statutory holiday shall be entitled to holiday pay for that holiday, provided that they have worked at least ten (10) days during the thirty (30) calendar days immediately preceding the general holiday.

13.02 The eleven (11) statutory holidays shall be:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
B.C. Day (1st Mon. in Aug.)	Christmas Day
Victoria Day	Boxing Day
Canada Day	

13.03 When a statutory holiday falls on a non-working day, the Employer may designate the day or days to be observed immediately prior to or following the weekend on which the statutory holiday occurs.

ARTICLE 14.00 - HEALTH AND WELFARE

14.01 The Employer will provide the present Welfare Plan, the terms and conditions of which will be maintained or improved upon during the term of the Agreement. Dental coverage includes one hundred percent (100%) of Plan A (Basic Services) and fifty percent (50%) of Plan B (Major Restorative) based on the current dental fee schedule.

To standardize the short term disability benefits payable to qualifying Employees who become ill or totally disabled due to non-work related incidents, for a continuous period of time, the following will apply.

When a qualifying Employee becomes ill or totally disabled, is unable to work for a continuous period of time, is under the care of a qualified physician and is in active service with the company, he may be entitled to receive a disability income benefit equal to at least sixty-six and two thirds (66 2/3%) of their regular salary.

In the event of continuous absence, he may be paid one week of full salary for each year of completed continuous service and at sixty-six and two thirds (66 2/3%) thereafter to a maximum of 105 days of illness or disability. At this time if the Employee is still disabled he/she may be eligible to apply for benefits under the long term disability plan with the insurance carrier.

The Employer will pay 2 sick days per year to all employee, provided they have been employed with the Company for one (1) year. The days will be a full days pay, with no carry over from year to year as well, no pay out if not used up during that year.

In the absence of five (5) consecutive days or more, a "Claim for Managed" form for STD benefits is to be completed by the Employee, the attending physician and the payroll/benefits department. Once the form is completed it is forwarded to the insurance carrier for adjudication. Payment for the absence will be made by the Employer once the approval is received from the insurance carrier.

ARTICLE 15.00 - TECHNOLOGICAL CHANGE

- 15.01** In the event of a technological change involving lay-off of personnel, every effort shall be made by management and Union to settle any grievance before referral to the Minister of Labour.

ARTICLE 16.00 - GENERAL CONDITIONS

- 16.01** A ten (10) minute rest period will be allowed midway in each half of the shift. If overtime has been scheduled, a ten (10) minute rest period will be allowed between the end of the regular shift and the start of overtime.
- 16.02** Lunchroom facilities, with adequate seating and tables for all Employees, will be provided and maintained in a clean condition by the Employer.
- 16.03** Adequate and separate rest room facilities will be provided in accordance with the Factories Act and shall be maintained in a clean condition by the Employer.
- 16.04** A five (5) minute pick-up and wash-up time will be allowed prior to quitting time. It will be the responsibility of the Employee to maintain his work station in an orderly manner.
- 16.05** No Employee shall supply any tools on the Employer's premises other than accepted normal tradesman's hand tools. Where drill bits, files, etc. are used extensively, the Employer shall supply the first issue and replace worn or broken items. At termination, the issued items shall be returned to the Employer. No Employee will be required to purchase any tools or materials or incur extraordinary out-of-pocket expenses while in the employ of the Employer
- Normal tradesman hand tools shall be defined as hand tools only, not to include power tools of any kind. The Employer shall provide and supply Employees with necessary power tools to perform the job.
- 16.06** Each Employee shall provide to the Employer an itemized list of personal tools together with photographs and estimated value. The Employer shall cover seventy-five percent (75%) of tool losses (maximum to be set following evaluation of tool lists). Employees are responsible for the safe and secure storage of tools at all times.
- 16.07** No worker will be permitted to use his own motor vehicle in a manner which is unfair to other members or against the best interests of the Union or the Employer. He will not transport goods manufactured by the Employer with own vehicle on a regular basis.
- 16.08** Failure of an Employee to act upon instruction given him by other than his duty supervisor or designate will not constitute cause for dismissal.
- 16.09** If an Employee handles several jobs as part of his or her regular duties, then that Employee shall receive the rate of his or her top classification within that assignment.
- 16.10** The Employer shall endeavour to notify an Employee at least twenty-four (24) hours before dispatching out of town, except in instances of emergency.
- 16.11** The Employer agrees to furnish those Employees who are required to wear a uniform in performance of their duties with the following items of equipment: jacket, shirt, trousers. Uniform personnel will be required, while on duty, to wear the complete uniforms, except that wearing of jackets shall be governed by weather conditions. The Employer agrees in its sole discretion to have the foregoing items of apparel cleaned and maintained as necessary. Upon leaving the Employer's service, Employees shall surrender all items of uniform and equipment to the Employer.
- 16.12** The Employer shall continue to pay bonding fees for all Employees and shall reimburse Employees for security Employee license fees issued by the Province of British Columbia.

- 16.13** All Employees driving company vehicles on a regular basis shall be paid a twenty dollar (\$25.00) monthly expense allowance for meter parking without presentation of receipts. Any greater expenses shall be reimbursed upon presentation of receipts and credit statements within twenty-one (21) calendar days.
- 16.14** The Employer shall reimburse each Employees provided they have been employed with the Company for one (1) year. A maximum of three hundred dollars (\$ 300.00), upon the Employee's submission of a receipt of purchase, for the purchase of safety boots as required by the Workers' Compensation Board. The Employee may use any or all of that amount over the three years of this agreement.
- 16.15** Employees in the Bargaining Unit shall have access to their personal records within a reasonable time of request to the plant manager, and be provided with copies of the material contained in such records, which shall be corrected if inaccurate.

ARTICLE 17.00 - SAFETY AND HEALTH

- 17.01** It is understood and agreed that the parties to this Agreement shall at all times comply with the Accident Prevention Regulations of the Workers' Compensation Act and any refusal on the part of a member to work in contravention of such regulations shall not be a breach of this Agreement. Further, no member will be discharged because he fails to work under unsafe conditions or because he insists on safe working conditions. Any refusal of a member to abide by Workers' Compensation Board regulations after being duly warned, will be sufficient cause for dismissal.
- 17.02** An Employee having to cease work due to a compensable injury shall be paid by the Employer for the full regular shift.
- 17.03** When an Employer requests an Employee to write an exam for a First Aid Course, registration fees and time lost to write the exam shall be paid by the Employer upon successful completion.
- 17.04** Hearing test for all members once a year or as required by WSBC and that the company will pay for cost of all test, if required by Work Safe B.C.

ARTICLE 18.00 - GRIEVANCE PROCEDURE

- 18.01** Any difference arising between the parties bound by this Agreement concerning its interpretation, application, operation or any alleged violation thereof, including any differences arising from the dismissal or suspension of an Employee, shall be finally and conclusively settled without stoppage of work as hereinafter provided. No grievance shall be entertained by either party or an arbitrator unless instituted by the aggrieved party within twenty (20) working days after the cause of the grievance occurs, except that a grievance arising out of alleged unjust discharge must be instituted within seven (7) working days after the cause of the grievance occurs. The above time limits do not apply to wage claims. A grievance not processed within the time limits set out in this section shall be deemed to be abandoned.
- 18.02** The Employee involved, preferably with the Shop Steward, will first take up the matter with his Foreman or Supervisor directly in charge of the work. Should the matter not be resolved within three (3) working days, the matter shall be referred within three (3) days as follows:
- 18.03** Failing resolution in 18:02 above, within three (3) working days, the grievance shall be set out in writing by the grieving party and referred to the other party and they shall forthwith confer upon the matter.
- 18.04** Failing resolution in 18.03 above, within seven (7) working days, or such longer time as the parties agree to, then it shall be referred to an Arbitration Board of three (3) members as follows:
- (a)** The party desiring Arbitration shall appoint a member for the Board and notify the other party in writing of its appointment and particulars of the matter in dispute.
 - (b)** The party receiving the notice shall within five (5) days thereafter appoint a member for the Board and notify the other party of its appointment.

(c) The two (2) Arbitrators so appointed shall confer to select a third member to be Chairman and failing for three (3) days from the appointment of the second of them to agree upon a person willing to act, either of them may apply to the Minister of Labour to appoint such a third person.

(d) In the event that either party fails to make an appointment of its nominee within the prescribed five (5) days as outlined in (b), then the party failing to appoint its nominee will automatically agree to a single arbitrator chosen by the other party.

18.05 The Arbitration Board shall sit, hear the parties, settle the terms of the question to be arbitrated and make its award within ten (10) days from the date of the appointment of the Chairman, provided the time may be extended by agreement of the parties. The Board shall deliver its award in writing to each of the parties and the award of a majority of the Board shall be final and binding upon the parties and they shall carry it out forthwith.

18.06 Each party shall pay its own costs and expenses of arbitration, the remuneration and disbursements of its appointees to the Board and one-half the compensation and expenses of the Chairman and stenographic and other expenses of the Arbitration Board.

18.07 By mutual agreement, the parties may submit any matter to a single arbitrator.

ARTICLE 19.00 - CLASSIFICATIONS AND WAGE RATES

19.01 Lead Hand - Fully experienced person responsible for a group of workers employed on the installation of vaults. The Lead Hand shall receive fifty cents (\$0.50) per hour employed over and above his normal wage rate for those hours where he has Lead Hand responsibilities in the installation of a vault.

Wages:	<u>2013</u>	<u>2014</u>	<u>2015</u>
	2.5%	3%	3%

Category E: Shop Worker

<u>Wage Rate</u>	<u>April 1, 2013</u>	<u>April 1, 2014</u>	<u>April 1, 2015</u>
1 st 6 months	\$12.87	\$13.26	\$13.66
2 nd 6 months	\$14.17	\$14.60	\$15.04

Locksmith

- identify and classify various keys/locks
- key cutting
- lock pinning
- night depository refurbishing (assist only)
- assembly of fire department lock boxes

Inventory

- stock room organization
- receipt of stock ordered
- issue of stock against orders
- monitoring and restocking of vehicle standardized stock

Shop Work

- picking/packing orders
- maintenance of shop and key room
- assisting customers at counter
- assisting in loading bay
- weekly collection of incomplete parts from technicians
- spray painting of equipment (in compliance with WCB regulations)

Note: Employees classified as Shop Workers will be restricted to shop work only while in this classification.

Category E: Cable Technician

<u>Wage Rate</u>	<u>April 1, 2013</u>	<u>April 1, 2014</u>	<u>April 1, 2015</u>
1 st 6 months	\$12.87	\$13.26	\$13.66
2 nd 6 months	\$14.17	\$14.60	\$15.04

Category E: Shop Worker #2

<u>Wage Rate</u>	<u>April 1, 2013</u>	<u>April 1, 2014</u>	<u>April 1, 2015</u>
	\$15.44	\$15.90	\$16.38

In addition to the Shop Worker #1 duties, the Shop Worker #2 will include the following additional duties:

Maintaining Safe Deposit Lock Area

- make keys for locks
- duplicate SD keys
- repair and paint SD doors
- maintain and organize SD area

Shop Worker #2, by seniority, will be given the first opportunity for Locksmith trainee openings.

Note: Employees classified as Shopworkers will be restricted to shop work only, while in this classification.

Category E: Cable Technician #2

<u>Wage Rate</u>	<u>April 1, 2013</u>	<u>April 1, 2014</u>	<u>April 1, 2015</u>
	\$15.44	\$15.90	\$16.38

Training Level

- no former training required
- work under supervision in a safe manner
- able to run dabbles as to the Gunnebo wiring standard
- assist Technicians in performing duties

Category D: Trainee #1

<u>Wage Rate</u>	<u>April 1, 2013</u>	<u>April 1, 2014</u>	<u>April 1, 2015</u>
	\$17.36	\$17.88	\$18.42

Upon completion of the Shop Workers classification, the Employee will be trained to acquire the following skills, to include:

Use and Maintain Tools and Equipment

- list hand tools and their applications
- list power tools and applications
- demonstrate safe working practices

Duplicate Keys

- identify blanks
- operate key machine
- demonstrate measuring for accuracy
- maintaining key machines

Service Locks

- Identify locks
- demonstrate changing lock combinations
- demonstrate repairing locks including removing broken keys
- demonstrate opening malfunctioning locks

Create a Key

- use code systems to generate key
- dismantle and decode a lock to fit a key
- demonstrate pick and read
- demonstrate impressioning a key

Open Secured Entry

- pick locks
- circumvent locks
- demonstrate drilling locks

Identify and Classify

- safes, vaults, night deposits, safety deposit boxes,
- locks and keys

Category D: Security Technician Trainee #1

<u>Wage Rate</u>	<u>April 1, 2013</u>	<u>April 1, 2014</u>	<u>April 1, 2015</u>
	\$17.36	\$17.88	\$18.42

Training Level:

- minimum training necessary
- able to perform all duties of Category E
- express interest in training program

The training program for Category D will be for a period of six (6) months.

Category C: Trainee #2 (Part 1)

<u>Wage Rate</u>	<u>April 1, 2013</u>	<u>April 1, 2014</u>	<u>April 1, 2015</u>
	\$18.64	\$19.20	\$19.78

Upon completion of the Trainee #1 classification, the Employee will be trained to acquire the following skills to include:

Use and Maintain Tools and Equipment

- list hand tools and application

- list power tools and application
- demonstrate safe work practices

Codes and By-Law

- identify building codes
- identify fire codes, ratings and labels
- identify life safety and disability codes
- municipal by-laws

Maintain Key Machines, Service Locks

- identify locks
- demonstrate changing lock combinations
- demonstrate repairing locks, including removing broken keys
- demonstrate opening malfunctioning locks

Install and Service Access Controls

- Develop Master Key Systems
- create master key systems for Medico, Schlage, Corbin and Weiser locks

Service and Replace Electronic Access Control

- install and service electric strikes, mag locks and other similar single door access control hardware, including key pads and card readers

Category C Security Technician #2 (Part 1)

<u>Wage Rate</u>	<u>April 1, 2013</u>	<u>April 1, 2014</u>	<u>April 1, 2015</u>
	\$18.64	\$19.20	\$19.78

Minimum requirements:

- express interest in pursuing the security industry trade
- perform all duties in Category D
- ability to read and understand site drawings
- follow directions and implement duties accordingly
- open to attend training and add on courses to help progress knowledge

The training program for Category C #2 (Part 1) will be for a period of eight (8) months.

Category C: Trainee #2 (Part 2)

<u>Wage Rate</u>	<u>April 1, 2013</u>	<u>April 1, 2014</u>	<u>April 1, 2015</u>
	\$20.59	\$21.21	\$21.85

Night Deposit Head - Must be able to repair locks, remove jammed bags and perform minor service necessary to ensure use of unit.

Safes, Vault Doors, Night Deposit Chests

- service and repair safes, night deposit combo locks,

- bolt work, hinges
- drill open and repair cash compartments, repair and
- replace dials and spindles
- service and repair digital locks (including programming)

Safe Deposit Boxes

- must be able to drill or pull safe deposit locks
- remove broken keys
- repair or replace hinges, doors, adjust doors

Category C: Service Technician Trainee #2 (Part 2)

<u>Wage Rate</u>	<u>April 1, 2013</u>	<u>April 1, 2014</u>	<u>April 1, 2015</u>
	\$20.59	\$21.21	\$21.85

Minimum requirements:

- able to install and program alarm systems for smaller projects
- good knowledge and experience in various wiring techniques
- some understanding of electrical theories
- understand scope of work and perform duties in a timely manner
- ability to work independently as well as in a team environment for the purpose of completing projects.

The training program for Category C #2 (Part 2) will be for period of eight (8) months.

Category C: Trainee #2 (Part 3)

<u>Wage Rate</u>	<u>April 1, 2013</u>	<u>April 1, 2014</u>	<u>April 1, 2015</u>
	\$22.78	\$23.46	\$24.16

Safe Deposit Locks

- make keys for locks

Safes, Vaults, Night Deposit Chests

- repair ventilators, emergency releases or vault
- doors
- drilling lock-outs

Upon completion of the thirty-six (36) month training program, the Employee shall be classified as a Locksmith/Safe Technician and shall be paid the minimum rate of category B.

Category C: Service Technician #2 (Part 3)

<u>Wage Rate</u>	<u>April 1, 2013</u>	<u>April 1, 2014</u>	<u>April 1, 2015</u>
	\$22.78	\$23.46	\$24.16

Minimum requirements:

- ability to understand and apply B.C. Electrical Code rules on the job
- strong understanding of electrical theory and apply to jobs comfortably
- create and up keep of site records

- able to attend service calls and solve problems independently
- good communication skills allowing clear information exchange to office administration
- able to understand system operations to train clients on the use of their system
- good understanding of computers and networking

The training program for Category C # 2 (Part 3) will be for a period of eight (8) months.

Category B: Locksmith/Safe Technician Without Trade Certificate

<u>Wage Rate</u>	<u>April 1, 2013</u>	<u>April 1, 2014</u>	<u>April 1, 2015</u>
1 st 9 months	\$24.38	\$25.11	\$25.86.
2 nd 9 months	\$25.99	\$26.77	\$27.57

Duties to Include:

Equipment

- must be able to use and properly care for the fol
- lowing: grinder, drill, drill press, Hilti, magnetic drill,
- band saw, router, welder, mig welder, oxy-acetylene
- torches

Install and Service Door Hardware

- dead bolts, key and knobs, locks, door closures,
- panic hardware, exit alarms, mortise locks and must
- also be able to impression a key and pick open locks

Master Key Systems

- must be able to create master key systems for Medeco, Schlage, Corbin and Weiser locks

Electric Strikes / Mag locks

- must be able to install and service electric strikes,
- mag locks and other similar single door access control hardware, including key pad and card readers

Night Deposit Heads

- Must be able to service and rebuild night deposits, that is, T-type and Q-type, Polaris and Securomatic

Safes, Vault Doors, Night Deposits and Safety Deposit Boxes

- must be able to service and repair or drill open any type of safe, night deposits, vault door, lockers or
- safety deposit locks

Digital Locks

- service and install electronic digital locks
- retrofit to existing equipment

Time Locks

- service and clean (subject to training)

Category B: Security Technician Without Trade Certificate

<u>Wage Rate</u>	<u>April 1, 2013</u>	<u>April 1, 2014</u>	<u>April 1, 2015</u>
1 st 9 months	\$24.38	\$25.11	\$25.86
2 nd 9 months	\$25.99	\$26.77	\$27.57

Minimum requirements:

- Able to perform all duties of Category C & D
- Able to install a variety of security systems for commercial or government projects independently to include:
 - Alarm systems
 - Access systems
 - CCTV systems
 - Intercom systems
 - Elevator control integration
 - Training in the industry
 - Trained in safety procedures
 - Working knowledge of the B.C. Electrical Code
- Able to comprehend new upgrades on products and communicate to other Technicians
- Good trouble shooting skills and able to evaluate problems and implement solutions
- Able to comprehend electronic devices in order to customize and achieve design parameters
- Able to manage time and schedule effectively
- Able to communicate clearly and precisely to clients in the application of systems

Category A: Locksmith/Safe Technician and/or Security Technician- Certified Journeyman With Trade Qualification Certificate

<u>Wage Rate</u>	<u>April 1, 2013</u>	<u>April 1, 2014</u>	<u>April 1, 2015</u>
	\$27.29	\$28.11	\$28.95

The above list of skills in Category B is the same functions that a person in Category A would be expected to perform.

Statutory holidays will be included as hours worked.

Overall training commencing from Shop Worker to completion of Part Three training level will be a three year program. Upon completion of the program, the Category B Locksmith/Safe Technician rate will apply. Upon completion of the training program, if the Employee carries or is successful in obtaining the Locksmith TQ Certificate, and upon submitting proof to the Employer, the Employee will receive the Category A hourly wage rate.

An Employee may challenge any training program where he/she believes that he or she is qualified and can perform the duties of that training level.

A written notice of challenge must be submitted to the Employer and a meeting shall be convened to assess the Employee's abilities. The Employer shall confer with the Union and review the theoretical and technical abilities again to determine if the Employer overlooked or missed something during the initial assessment. If so, and the Employer is satisfied that the Employee can be elevated to the next level, then the Employee shall be paid retroactively as of the date of initial assessment.

ARTICLE 20.00 - DURATION OF AGREEMENT

20.01 This Agreement, effective from April 1, 2013 to March 31, 2016 will continue in full force and effect from year to year thereafter, unless either party at any time within four (4) months immediately preceding the anniversary date of this Agreement, gives notice of contrary intention. If no Agreement is reached at the expiration of this contract and negotiations are continued, this Agreement will remain in force until a new

Agreement is reached, or until the Union engages in a lawful strike, or the Employer engages in a lawful lockout.

20.02 The operation of Section 50, Sub-sections (2) and (3) of the Labour Relations Code are hereby excluded.

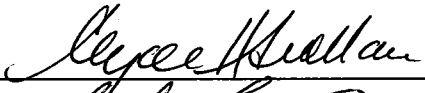
ARTICLE 21.00 - SAVINGS CLAUSE

21.01 Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any judgement or order of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and such portions shall continue in full force and effect.

21.02 In the event that any Article or Section is held invalid, or enforcement of, or compliance with which had been restrained, as above set forth, the Parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either Party for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of validity or restraint. If the Parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the grievance procedure.

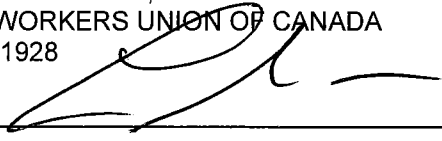
SIGNED THIS 21 DAY OF MAY 2013

SIGNED ON BEHALF OF:
CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF BC





SIGNED ON BEHALF OF:
COMMUNICATIONS, ENERGY AND
PAPERWORKERS UNION OF CANADA
LOCAL 1928



LETTER OF UNDERSTANDING #1

BY AND BETWEEN:

CONSTRUCTION LABOUR RELATION ASSOCIATION OF BC

on behalf of

GUNNEBO SECURITY INC.

AND

COMMUNICATIONS, ENERGY AND PAPERWORKER
OF CANADA
LOCAL 1928

Travel Expenses:

Out of Town Requiring Overnight Accommodation

Employees required to work out of town and stay overnight shall receive fifty-five dollars (\$55.00) per diem upon presentation of receipts. If required to lay over for the weekend, the Employee shall receive ninety dollars (\$90.00) per diem for Saturday and Sunday upon presentation of receipts.

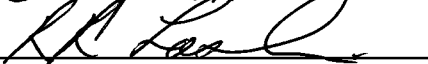
Out of Town Returning Same Day

Employees required to travel out of town but not allowed to stay overnight, shall receive \$25.00 per day upon presentation of receipts. Any emergency telephone calls made or received confirming safe arrival or delays in travel arrangements shall be paid by the Employer.

The Lower Mainland area shall be defined as the area bounded by Hope to the East, the Straits of Georgia to the West, the US border to the South and Squamish to the North.

SIGNED THIS 21 DAY OF MAY 2013

SIGNED ON BEHALF OF:
CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF BC

SIGNED ON BEHALF OF:
COMMUNICATIONS, ENERGY AND
PAPERWORKERS OF CANADA LOCAL 1928



LETTER OF UNDERSTANDING #2

BY AND BETWEEN:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF BC

on behalf of

GUNNEBO SECURITY INC.

AND

**COMMUNICATIONS, ENERGY AND PAPERWORKERS
OF CANADA
LOCAL 1928**

Vault Work:

Clause A

At least one representative from the financial institution shall be present at all times when a technician is in the vault or any situation that could be considered high risk.

Clause B

It is the responsibility of the financial institution to ensure that all monies and/or valuables are present when all work is complete.

Safe Deposit Box Openings (SDB Openings):

1. Clause A
2. Clause B
3. During SDB openings, at least one financial representative and the customer must be present at all times.
4. During the opening of a delinquent SCB, two representatives from the financial institute must be present at all times.

Opening, Services and Repair of Vault Equipment

1. Clause A
2. Clause B
3. All valuables or monies must be removed and locked prior to commencing work.
4. If the situation arises that the monies or valuables cannot be removed, two financial personnel must be present at all times.
5. No technician should be left unattended. If financial personnel exit the vault, all work must stop and the technician must also exit the vault.
6. During the opening of locked safes or compartments, two financial personnel must be present when the door is ready to be opened. Monies must then be removed before repairs may be made to the unit.

Night Deposits:

1. Clause A
2. Clause B
3. Before work begins, financial personnel must remove all monies or valuables. One financial person must be present until the safe is closed and secured.
4. When inspecting for lost or missing deposits, one financial person must be present during the removal and search of the night depository head, including preparation prior to inspection.

Teller Units:

1. Clause A
2. Clause B
3. All monies and valuables must be removed prior to work.
4. When working on teller units or drop safes, a financial person must be present in case of detection of lost valuables.

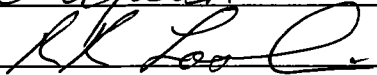
** Please Note: cameras cannot take the place of human presence.

Compiled by Gunnebo Security Inc., Vancouver and Local 1928

SIGNED THIS 21 DAY OF May 2013

SIGNED ON BEHALF OF:
CONSTRUCTION LABOUR RELATIONS
ASSOCIATION OF BC





SIGNED ON BEHALF OF:
COMMUNICATIONS, ENERGY AND PAPERWORKERS
OF CANADA LOCAL 1928



LETTER OF UNDERSTANDING #3

BY AND BETWEEN:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF BC

on behalf of

GUNNEBO SECURITY INC.

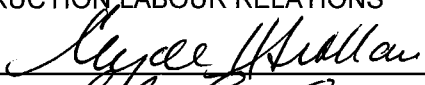
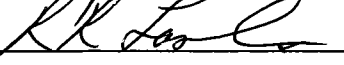
AND

**COMMUNICATIONS, ENERGY AND PAPERWORKERS
OF CANADA
LOCAL 1928**

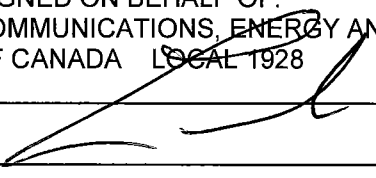
It is hereby agreed and understood that henceforth all upgrade training will be done on a 50/50 basis or Employee time and company time. The Employer shall be responsible for 90% of the tuition or registration fees for pre-approved courses.

SIGNED THIS 21 DAY OF May 2013

SIGNED ON BEHALF OF:
CONSTRUCTION LABOUR RELATIONS
OF BC

SIGNED ON BEHALF OF:
COMMUNICATIONS, ENERGY AND PAPERWORKER
OF CANADA LOCAL 1928



LETTER OF UNDERSTANDING #4

BY AND BETWEEN:

CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF BC

on behalf of

GUNNEBO SECURITY INC.

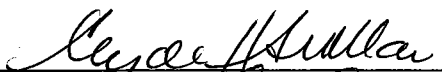
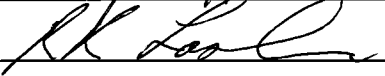
AND

**COMMUNICATIONS, ENERGY AND PAPERWORKERS
OF CANADA
LOCAL 1928**

LOCAL 1928 AND THE COMPANY AGREED AND UNDERSTAND THAT OVER THE DURATION OF THE AGREEMENT WE WILL REVIEW, UPDATE AND IMPROVE ALL CLASSIFICATIONS IN THE CURRENT AGREEMENT.

SIGNED THIS 21 DAY OF May 2013

SIGNED ON BEHALF OF:
CONSTRUCTION LABOUR RELATIONS
OF BC

SIGNED ON BEHALF OF:
COMMUNICATIONS, ENERGY AND PAPERWORKER
OF CANADA LOCAL 1928

