

COLLECTIVE AGREEMENT

between

ALTERNATIVE BELTING ENTERPRISES LTD.

and

**INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS
VANCOUVER LODGE #692**

NOVEMBER 1, 2013 – OCTOBER 31, 2016

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COLLECTIVE AGREEMENT

BY AND BETWEEN:

ALTERNATIVE BELTING ENTERPRISE LTD.

(hereinafter referred to as the "Company")

OF THE FIRST PART

AND:

**INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS,
VANCOUVER LODGE #692**

(hereinafter referred to as the "Union")

OF THE SECOND PART

WITNESSETH:

That in consideration of the mutual covenants and agreements herein set forth, the Parties hereto and the affected employees are mutually agreed as follows:

GENERAL PURPOSE:

The purpose of this Agreement is to maintain a harmonious relationship between the Company and its employees; to provide an amicable and equitable method of settling grievances or differences which might possible arise, to maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement, and generally to promote the mutual interests of the Company and its employees.

Wherefore, the Union accepts responsibility to bind its International and District Officers and Local Representatives to the observance of each and all of the provisions and conditions of this Agreement.

ARTICLE 1 - BARGAINING AGENCY

1.01 SOLE BARGAINING AGENCY

The Company recognizes the Union as the sole bargaining agency for its employees, as duly Certified under the Labour Relations Code of the Province of British Columbia, for the purpose of collective bargaining with respect to rates of pay, hours of employment, and all other working conditions.

1.02 UNION ACCESS

The Representatives of the Union may have access to the Company's shops or yards by applying for permission through the office, provided that workmen are not caused to neglect their work.

1.03 CONDITION OF EMPLOYMENT

The Company agrees that as a condition of continued employment, all employees who are or may be covered by the Certificate of Bargaining Authority issued to the Union by the Labour Relations Board of the Province of British Columbia must become members of the Union within thirty (30) calendar days of commencing employment and remain members during the life of this Agreement.

1.04 UNION DUES AND INITIATION FEES

All present and new full-time employees of the Company who are or may be covered by the Certificate of Bargaining Authority issued to the Union by the Labour Relations Board of the Province of British Columbia shall pay to the Union, as a condition of employment, and not later than thirty (30) days after the commencement of his employment, dues and Initiation or Reinstatement fees by payroll deduction, as may from time to time be established by the Union for its Members, in accordance with its Constitution and/or Bylaws.

1.05 NEW EMPLOYEES - UNION DUES

Notwithstanding the provisions of Article 1.04 preceding, the Company shall deduct from each new employee an amount equal to the Union dues, from the employee's first payroll cheque after completion of five (5) days of work in a calendar month and add that employee's name and the said amount to the closest applicable check-off; i.e. if the check-off for that month has not been remitted to that Check off; if the month's check-off has been remitted, it shall be added to the following month's check-off and shown as the previous month worked.

1.06 DEDUCTIONS

All deductions as required under Article 1.04 and 1.05 shall be made in each calendar month the employee is employed by the Company.

The monies so deducted shall be forwarded by the Company to the Secretary of the Union not later than the 15th day of the following month, accompanied by a statement listing the names of the employees and their Social Insurance Number, for whom deductions were made and the amount of each deduction.

All other remittances required for medical coverage, Weekly Indemnity, Dental and Pension, or any other coverage required under this Collective Agreement, shall be remitted to the appropriate carrier not later than the 15th of the month following the month in which the coverage is required.

1.07 EMPLOYEE INCLUDES

The term "employee" as used in and for the purpose of this Agreement shall include all persons employed in the Company's operations and as covered by the Provincial Government Certification and without restricting the generality of the foregoing shall not include foremen and those having authority to hire or discharge employees, office workers, supervisory officials, salesmen and watchmen.

ARTICLE 2 - MANAGEMENT

2.01 The management and operation of the plants and the direction of the working forces are vested exclusively in the Company. The Company and the Union will agreed on the implementation of a harassment policy.

2.02 MANAGEMENT RIGHTS

The Company has and shall retain the right to select its employees, to hire, discharge, classify, transfer, promote, demote or discipline them, provided that a claim of discrimination against any employee may be the subject of a grievance and be dealt with as hereinafter provided.

2.03 NEW HIRES

When the employer has a need to hire a new employee(s) the parties agree that the Company will call the Union Hall first to supply a qualified Union member to be interviewed.

Management will also consult with employees regarding new hires but it's understood that the final decision of hiring will remain the responsibility of the employer.

ARTICLE 3 - HOURS OF WORK AND OVERTIME

3.01 STARTING AND STOPPING TIME

The starting and stopping time as well as the meal period shall be mutually arranged by the Company and the Union, it being understood that the meal period shall not be less than Thirty (30) minutes.

3.02 STANDARD WORK DAY

The standard work day shall consist of seven and one-half (7 1/2) hours, worked between the hours of 6:00 a.m. and 4:00 p.m.

EXCEPTION: If a one-half (1/2) hour lunch period is not taken, the hours of work shall be between 6:00 a.m. and 3:30 p.m.

All hours before 6:00 a.m. and hours after 3:30 p.m. or 4:00 p.m. shall be paid for at overtime rates.

3.03 STANDARD WORK WEEK

The standard work week shall consist of thirty-seven and one-half (37 1/2) hours on day shift, Tuesday to Saturday inclusive. Sundays and Mondays shall be regular days off for this shift, and any work performed on these days off shall be paid at overtime rates as provided in Article 3.05, of this Agreement.

NOTE: Tuesday to Saturday Work Week: Sunday and Monday being regular days off, any Statutory Holiday falling on or celebrated on these days off shall be celebrated on Tuesdays. All Statutory Holiday payment provisions contained in this Agreement shall be applicable to this Tuesday Statutory Holiday.

Exception to Tuesday to Saturday Work Week: One employee in the classification of Counter Service Man (Shipper) shall work a Monday to Friday inclusive work week. Regular days off for this employee shall be Saturday and Sunday. Hours of work shall be those contained in Article 3.02.

Statutory Holidays will be observed and/or celebrated on normal basis, i.e. holiday on Monday will be celebrated on Monday.

All other provisions of the Collective Agreement shall apply to this employee.

All belt-work excluding shipping and receiving and slitter work shall be performed Tuesday to Saturday this shall include field work, shop work i.e.; (lacing belts, food belts, splicing, cold splicing, vulcanizing, belt punching and pulley lagging etc.)

Shipper Receiver and Slitter Operator shall not perform the duties of a Belt Technician.

3.04 REGULAR WEEK'S WORK

Five (5) shifts shall constitute a regular week's work.

3.05 OVERTIME

Time worked in excess of standard hours of work shall be considered as overtime and overtime rates of pay shall be paid as follows:

- (a) Double time for all hours worked outside the regular working hours.
- (b) Double time for all work performed on Sundays, Mondays and on the following Statutory Holidays:

New Year's Day	Family Day	Good Friday
Easter Monday	Victoria Day	Canada Day
B.C. Day	Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day	Boxing Day
Floating Holiday (after one year)		
- (c) If an employee(s) works on a Statutory Holiday as provided for in Article 9.01, he will be paid double time rate for the time worked on the Statutory Holiday, and in addition, if he qualifies, he will be paid seven and one-half (7 1/2) hours at his regular straight time rate for the Statutory Holiday as provided for in Article 9.01; and where the Provincial or Federal Government declares a Statutory Holiday in addition to the thirteen (13) listed above, the rates and conditions will be the same as above.
- (d) Where a shift of a continuous Sixteen (16) hours and over is worked, the Company shall pay triple time (3x) rates based on a twenty-four (24) hour day for all hours worked beyond the Sixteen (16) hours.

3.06 CALL TIME - All employees called in to work after normal shift hours during the week shall be guaranteed four (4) hours' pay at double time rates. Employees called in to work on Sunday, Monday and Statutory Holidays shall be guaranteed four (4) hours' pay at double time rates, plus any Statutory Holiday pay that is applicable. The exceptions to this is defined in Article 11.16 Travel Time. Callouts on Monday between 8:00 a.m. - 4:00 p.m. will require a full four (4) hours worked.

3.07 SHIFT BREAK - It is intended that every employee shall have a full shift break of ten (10) hours between shifts. In the event that an employee is recalled to work before a full ten (10) hour shift break occurs, he/she shall be considered as still working on his/her previous shift and shall be paid the appropriate overtime rates for work performed after recall.

No employee shall be permitted to resume work of his/her own accord until a full ten (10) hour shift break occurs without permission of his/her supervisor.

No employee shall be required to resume work until a full shift break occurs.

3.08 WORK BEFORE REGULAR SHIFT

Employee(s) called in at/or before 4:30 am shall be paid double time (2x) rates for all hours worked in that day.

3.09 GUARANTEED DAY

- (a) Subject to the exceptions set forth in this Section, any employee(s) reporting for work on his regular shift shall receive a minimum of four (4) hours' pay at his regular wage rate.
- (b) Any employee(s) completing the first half of his regular shift, and who commences work on the second half of his regular shift, shall receive a minimum of seven and one-half (7 1/2) hours pay at his regular rate, for a total of seven and one-half (7 1/2) hours pay.

PROVIDED THAT if seven and one-half (7 1/2) hours is not available at his regular job, the employee(s) shall perform such temporary work as may be assigned to him to qualify for such pay.

The provisions of this Section shall not apply in the event of an emergency such as fire, flood, power failure, etc. beyond the control of the Company, or if:

- (a) He voluntarily quits is laid off; or is discharged for cause,
- (b) He was previously instructed not to report, and in any such event, or circumstance, he shall be paid for the actual time worked.

3.10 ELIMINATION OF OVERTIME

In order to bring about a stabilization of employment and to provide employees with a greater degree of job security, the Company agrees whenever feasible to eliminate overtime.

3.11 WORK DURING LUNCH PERIOD

If an employee is required to work during his regular lunch break period, his standard work day hours will end one-half hour earlier.

3.12 WAITING TIME

(a) Employees shall be paid their regular wage rate and receive the free room and board provisions of this Agreement for time spent during the regular work day, while at the scene of a job, waiting to resume work which has been delayed by other than their own volition.

(b) Where a shift of a continuous Sixteen (16) hours and over is worked, the Company shall pay triple time (3x) rates based on a twenty-four (24) hour day for all hours worked beyond the Sixteen (16) hours.

3.13 ASSIGNMENT OF OVERTIME

All overtime shall be voluntary. Overtime shall first be offered to employee(s) who normally perform work within a specific area or location. When additional employees are needed in these areas, employees will be asked in order of seniority, taking into account the equalization of overtime and, apprentice training.

When no volunteers are available to perform the acquired work, in any area whatsoever, the company may use casual/temporary employees as outlined in Letter of Understanding #2.

3.14 WASH-UP AND TOOL STOWAGE

Employees shall be allowed five (5) minutes for personal clean-up and stowage of tools prior to the end of their shift.

3.15 BANKING OVERTIME

(a) An employee shall notify the Company between December 15 and January 1 or June 15 and July 1 of each year that they elect to bank any overtime during the following six (6) months to be taken as personal time off.

- (b) The maximum hours that will be banked shall be one hundred and twelve point five (112.5) hours in a calendar year. The rate of pay for such hours shall be the rate the employee was earning at the time the overtime was worked.
- (c) All banked overtime hours shall be taken as paid time off or will be paid by December 31 of each following year. An employee may use banked time as time off with pay, at a mutually agreed upon time by the employer and the employee.
- (d) If an employee elects to bank overtime hours worked, any banked overtime shall occur at the same rate as the overtime rate applicable to those hours. Example: If double time is normally paid for the time worked, then two (2) hours will be banked for every one (1) hour worked.

Employees will elect the banking of all overtime hours or elect the banking of half their overtime hours.

- (e) Except for illness, requests to take banked time off shall be made with a reasonable notice and agreed to by mutual agreement between the employee and the Company.
- (f) All inquiries of banked overtime will be made outside of working hours.

ARTICLE 4 - WORKING CONDITIONS

4.01 INSTRUCTION

Employees shall take orders only from their respective Foremen, or from the General Management when foremen are not immediately available.

4.02 COMPANY RULES

Employees shall observe the rules of the Company and shall perform a fair day's work in the category in which the employee is engaged and shall be subject to discipline by the Management for failure to do so.

4.03 ABSENT WITHOUT LEAVE

Employees will not absent themselves from work without advising the Management. Employees will not leave the plant during working hours without permission. Failure to obtain permission shall be cause for dismissal.

4.04 OVERTIME

All overtime to be paid at double time, with the exception of work over sixteen (16) hours, and travel time, which will remain the same as in the Contract.

4.05 TRAINEE

The senior Trainee will be paid Journeyman rate in the absence of a Journeyman on any work outside the shop.

4.06 LAYOVER TIME

- (a) Layover time refers to any job site where the employee(s) is required to be away from home. Providing no work is performed on any day that an employee(s) is required to remain in the field, the employee(s) is entitled to a maximum of seven and one-half (7 1/2) hours time for each of these days, at straight time rates.
- (b) The Company agrees to pay an employee(s) double time (2x) rate for the time, at the employees regular work day, spent waiting on a Sunday or Monday.

If the company requires an employee(s) to be on-call, after completing their shift for that day, the employee(s) shall be paid four (4) hours at double time (x2) rate except for Article 3.07 where the shift break of ten (10) hours has elapsed and lands on the regular work week as per (Article 3.03) Tuesday to Saturday and hours as per (Article 3.02) 6 am and 4 pm, then four (4) hours at the straight time rates shall apply. If the employee(s) is (are) required to be on-call on their regular days off (Sunday & Monday) then (4) hours at double time (x2) rate shall apply. This shall in no way be related to Article 3.07 Call Time.

If employees are called back to work before the start of their next regular shift the employees (4) hour call-back pay will be inclusive of the time actually worked.

4.07 WASHROOM AND LOCKER FACILITIES

Adequate washroom and locker facilities will be provided by the Company and kept in a sanitary condition. Employees will cooperate by observing the simple rules of cleanliness.

4.08 LUNCH ROOM

The Company will supply suitable accommodation where the employees may eat their lunch. The Company will provide free coffee on a hot plate for morning and afternoon coffee breaks.

All employees shall have a paid coffee break of fifteen (15) minutes in the first half of a shift and a fifteen (15) minute coffee break in the second half of a shift.

4.09 CELL PHONE

Employees will have the option of carrying a company supplied Cell phone or receive fifty (\$50.00) dollars per month as partial payment for carrying their personal phone.

ARTICLE 5 - GRIEVANCES AND COMPLAINTS

5.01 GRIEVANCE PROCEDURE

An honest effort to settle all grievances without stoppage of work shall be made in the following manner:

- (a) By the aggrieved Party with the Shop Steward and the Foreman.
- (b) Failing settlement, the employee(s) and/or his representative shall endeavour to settle the matter with the Department Head.
- (c) Should no satisfactory settlement be reached, the employee's representative will discuss the grievance with the Management.
- (d) When grievances cannot be finally adjusted by the Company and the Union representatives, the matter shall be submitted, to Arbitration as hereafter provided.

NOTE:

All grievances and complaints not settled by the Foreman shall be reduced to writing by the employee(s) and filed with the Company through the Shop Steward or Shop Committee within ten (10) days of occurrence. Any grievance or complaint not so filed shall be deemed to have been waived and shall not be entitled to consideration.

ARTICLE 6 - ARBITRATION

- 6.01** If the said grievance cannot be resolved between the parties, it shall be submitted to a sole arbitrator for a final and binding decision and each Party hereto agrees to forthwith pay to the Arbitrator one-half (1/2) his fee and expenses.
- 6.02** The party initiating an arbitration will send a list of three acceptable arbitrators with its notice of arbitration and the responding party, if it does not agree to any of the names listed, will provide three in response. If the parties are unable to agree on an arbitrator, the provisions of the Labour Relations Code will apply.

- 6.03** The Arbitrator shall determine his own procedure and shall have the power to dispose of a grievance by any arrangement which he deems just and equitable. The Arbitrator shall not, however, have the power to change this Agreement or alter, modify or amend any of its provisions and shall render his decision within thirty (30) days of the completion of the hearing.

ARTICLE 7 - SENIORITY

7.01 SENIORITY LIST

Upon request the Company will, every six (6) months, provide the Union and the Shop Steward with an up-to-date list of all employees covered by this Agreement showing the date when each commenced his employment with the Company.

7.02 PROBATIONARY PERIOD

When a new employee(s) is hired, it is agreed that he shall be on probation for 450 hours worked and during this period seniority will not be applicable. Double time will be considered as one hour worked when calculating the 450 hour probationary period. When the probationary period is completed, seniority will commence from the date of hire however, it is understood that the employee will start his apprenticeship at 0-6 month after this probationary period. Pension contributions will be held in trust and will be paid into their pension account upon completion of the 450 hours if hired. If the company deems the employee unsuitable the accumulated pension monies shall be paid as a lump sum payment upon exiting the company.

If requested by the Company the Business Representative may grant an extension.

7.03 RE-EMPLOYMENT AFTER RECALL HAS EXPIRED

An employee(s) re-entering the employ of the Company within six (6) months after his right to recall has expired will not be subject to another probationary period.

7.04 LAYOFF PROCEDURE

In the event of layoffs, Company seniority in the Branch shall be recognized. The principle of last man on, first man off, shall prevail, subject to job classification, ability and efficiency.

The parties agree that the application of seniority in instances of layoffs will be based on the concept that seniority, subject to qualifications described in this Section, will govern, if the senior employee(s) to be retained can perform the work.

Where layoffs or rehiring are not in strict accordance with the seniority list, the Shop Steward and Business Representative of the Union shall meet with the Company to discuss any dispute under the provisions of the Grievance Procedure prescribed under the Collective Agreement.

If an employee(s) is transferred to a different branch, he will maintain his Company seniority in the new location it being understood that the duration of transfer must be at least twelve (12) months, otherwise his seniority is applied to his previous location. Seniority for the purpose of layoff and recall is by branch location. If conditions necessitate a Company requested transfer prior to twelve (12) months, the company will discuss the specific problem with the union prior to taking action.

Laid-off employees at one branch shall be given first option by seniority and qualifications for open positions at any other Branch. Seniority for the purpose of layoff and recall is by branch location.

7.05 SENIORITY RETENTION

A laid-off employee(s) shall maintain and accumulate his seniority and recall rights for three (3) months after which he will retain but not accumulate seniority for the following periods. The three-month accumulation will not bring an employee(s) into a longer retention period.

Period of Seniority:

- | | |
|-----------------------------------|-----------------------|
| - Less than 12 months | - 6 months retention |
| - Over 12 and less than 48 months | - 12 months retention |
| - Over 48 months | - 24 months retention |

7.06 NOTICE OF LAYOFF

The Company will provide employees with as much advance notice as possible when lay-offs are to take place. There shall be no phone calls of lay-off on the day before he is to report for work.

7.07 LAYOFF OF A SHOP STEWARD

When the Company finds it necessary to lay-off or discharge a Shop Steward, the Business Representative of the Union shall be notified prior to such lay-off or discharge.

7.08 VACANCIES

When vacancies occur, the Company shall rehire laid-off employees according to their seniority and the principle of last man off, first man on shall prevail, subject to their classification, ability and efficiency. The Company shall make personal contact with laid-off employees and confirm by registered mail.

7.09 NEW JOBS

When new jobs are available, wherever possible, the Company will promote employees to a better-paying job; seniority, qualifications and ability to be considered.

7.10 SENIORITY MAINTAINED AND ACCUMULATED

Seniority will be maintained and accumulated during absence due to:

- A. A compensable accident.
- B. Serving in the non-permanent Armed Forces of Canada.
- C. Temporary illness or non-occupational accident not exceeding twenty-six (26) weeks.
- D. Lay-off up to three (3) months (cumulative in a vacation year).

(This provides accumulation of seniority for vacation eligibility purposes.)

7.11 SENIORITY MAINTAINED BUT NOT ACCUMULATED

Seniority will be maintained, but not accumulated during absence due to:

- A. Temporary illness or non-occupational accident exceeding twenty-six (26) weeks.
- B. Authorized leave-of-absence.
- C. Lay-off in excess of three (3) months (cumulative in a vacation year).

7.12 LOSS OF SENIORITY

Seniority will be broken by:

- A. Voluntary quitting of job.
- B. Exceeding authorized leave-of-absence, unless for legitimate cause.
- C. Failure to report back to work within three (3) days after notification to return to work unless failure proved to be unavoidable, it being understood that the work recalled for is of three (3) weeks' duration.
- D. Discharge and not reinstated under the terms of this Agreement.
- E. Lay-off exceeding the employee's seniority retention period.

7.13 UNION CARD

No Sales/Manager carrying a Union Card in the Branch shall work on the tools of the trade while there is a Belt Technician available to do the work in that Branch.

ARTICLE 8 - VACATIONS

8.01 Employees will receive vacations and be paid for the vacation in accordance with the following Schedule:

<u>Years of Continuous Service</u>	<u>Vacation Period</u>	<u>Vacation Pay</u>
Less than one year	1 day for each major fraction month worked (maximum 10 working days)	4%
1 year but less than 3 years	2 weeks	4% or 2 weeks pay at
3 years but less than 6 years	3 weeks	6% or 3 weeks)employee's)current)classified rate)whichever is)greater at time)vacation is)taken.
6 years but less than 14 years	4 weeks	8% or 4 weeks)
14 years but less than 19 years	5 weeks	10% or 5 weeks)
19 years and over	6 weeks	12% or 6 weeks)

8.02 VACATION ENTITLEMENT

An employee working less than 1200 hours per vacation year (cut-off date to cut-off date) will be paid on a percentage of earnings basis.

8.03 VACATION PAY - WHEN PAYABLE

The amount of the vacation payment will relate directly to the portion of the vacation time entitlement which is being taken at that particular time.

Any vacation pay entitlement as a result of the percentage payment being more than regular weeks pay shall be paid out no later than January 31 of each year.

- 8.04** Two (2) weeks' vacation will, as far as practicable, be granted during the period 15th June to 15th September to conform with the wish of the employee(s) concerned and the convenience of the employer, having regard to the necessity of maintaining production.
- 8.05** In the event of termination of service with the Company after he had his vacation he earned for the previous year, he shall receive four (4%) percent, six (6%) percent, eight (8%) percent, ten (10%) percent or twelve (12%) percent when applicable as the case may be, for his pay for the year in which he ends his employment for which no vacation has been paid.
- 8.06** An employee's scheduled vacation period shall not be changed by the Company within the one-month period immediately preceding the start of the vacation period without the consent of the employee concerned.
- 8.07** Each employee(s) shall be required to take the full annual vacation period that he is entitled to under the provisions of this Agreement in the current year.
- 8.08** The vacation allowance shall be drawn on the working day preceding the vacation providing the vacation has been scheduled one week in advance.
- 8.09** Vacation eligibility is resolved on the principle that the employee(s) receives all vacation and vacation pay earned.
- 8.10** Vacation eligibility lists showing the current accumulated service of each employee(s) shall be prepared prior to each vacation period, a copy of which shall be supplied to the Union.
- 8.11** For the purpose of determining an employee's eligibility, the following will apply:

The service for purpose of determining vacations of each employee covered by this Agreement shall be established after a probation period of four hundred and fifty (450) hours worked from the date of employment and shall be calculated from date of employment.
- 8.12** The Company will pay vacation pay with a separate cheque and an itemized statement.
- 8.13** When an employee reaches his qualifying anniversary date he will become entitled to one (1) additional week of vacation with pay, in accordance with the current Collective Agreement.

8.14 LEAVE OF ABSENCE

Employees with more than five (5) years of seniority are eligible to apply for a leave of absence for the purposes of extending vacation. The leave may be for no more than six (6) months and can be taken once per each five (5) years, and no more than one (1) employee may take such leave at one time.

The leave must be applied for in the same manner as the vacation schedule and any remaining vacation and banked time off must be used in conjunction with such leave of absence. The maximum period of absence would be the total of the leave, plus vacation, plus banked time off.

Management may approve such requests taking the business conditions into account. The intent of the leave is to allow employees to experience an extended travel opportunity.

Requests for leaves for other reasons will be considered on an exception basis. During such leaves the employee's seniority shall accumulate and the company will continue to pay all benefits within the collective agreement.

ARTICLE 9 - STATUTORY HOLIDAYS

9.01 All employees covered by this Agreement shall receive seven and one-half (7 1/2) hours pay at their regular straight time rates for each of the following Statutory Holidays in addition to any wages which they may be in receipt of as enumerated in Article 3.05 (c) of this Agreement.

- | | |
|-------------------|----------------------|
| 1. New Year's Day | 8. Labour Day |
| 2. Family Day | 9. Thanksgiving Day |
| 3. Good Friday | 10. Remembrance Day |
| 4. Easter Monday | 11. Christmas Day |
| 5. Victoria Day | 12. Boxing Day |
| 6. Canada Day | 13. Floating Holiday |
| 7. B.C. Day | |

and one (1) other Holiday if declared by the Federal and/or Provincial Government, and where the Provincial or Federal Government declares a Statutory Holiday in addition to the thirteen (13) listed above, and the rates and conditions will be the same as above.

9.02 MONDAY TO FRIDAY EMPLOYEES

When Statutory Holidays fall on a Saturday or a Sunday they will be celebrated on Monday, and when they fall on consecutive Saturday and Sunday or consecutive Sunday and Monday, they will be celebrated on the following Monday and Tuesday.

9.03 TUESDAY TO SATURDAY EMPLOYEES

When Statutory Holidays fall on a Sunday or a Monday, they will be celebrated on Tuesday, and when they fall on consecutive Sunday and Monday or consecutive Monday and Tuesday, they will be celebrated on the following Tuesday and Wednesday.

9.04 QUALIFICATIONS FOR STATUTORY HOLIDAYS

In order to qualify for seven and one-half (7 1/2) hours pay for a Statutory Holiday, as enumerated in sub-section 9.01, 9.02 and 9.03 the employee must have worked any part of the regularly scheduled work day prior to and the first regularly scheduled work day following the holiday.

9.05 EASTER MONDAY SUBSTITUTE

The Company will permit as many Tuesday to Saturday employees as possible to substitute the Saturday before Easter for Easter Monday and will provide as much notice as possible that such substitutions may be made.

9.06 EXCEPTIONS

Exceptions to the foregoing shall be made in cases where the following conditions prevail:

- (A) The employee is off work due to industrial accident or disease for a period not in excess of two (2) calendar months.
- (B) The employee is prevented from working due a bona fide illness for a period not in excess of two (2) calendar months. A Doctor's Certificate shall be submitted as proof.
- (C) Temporary lay-off not exceeding two (2) weeks and/or termination of services within two (2) weeks of any designated Holiday.
- (D) Where leave-of-absence has been approved and the employee has worked some time during the two (2) calendar weeks preceding the week in which the Holiday occurs.

ARTICLE 10 - WAGES

10.01 Wages and classifications shall be those agreed upon and set out in Appendices attached hereto, and forming part of this Agreement.

<u>CLASSIFICATION</u>	2013 (PER HOUR) 2%	2014 (PER HOUR) 2%	2015 (PER HOUR) 3%
Journeyman Belt Vulcanizer & Installer	\$ 36.28	\$ 37.01	\$ 38.12
SHIPPER			
1 st Six Months	\$ 18.38	\$ 18.75	\$ 19.31
2 nd Six Months	\$ 20.06	\$ 20.46	\$ 21.08
Thereafter	\$ 22.15	\$ 22.60	\$ 23.28
CHARGEHAND			
10% ABOVE JOURNEYMAN	\$ 39.91	\$ 40.71	\$ 41.93
LEADHAND			
7% ABOVE JOURNEYMAN	\$ 38.82	\$ 39.60	\$ 40.79

On any crew of four (4) or more, Lead Hand rates shall apply to that designated Lead Hand. This includes situations where the customer supplies employee(s) which make up the crew of four (4) or more.

BELT VULCANIZER & INSTALLER APPRENTICES

1st six months	60% of Journeyman Rate
2nd six months	65% of Journeyman Rate
3rd six months	70% of Journeyman Rate
4th six months	75% of Journeyman Rate
5th six months	80% of Journeyman Rate
6th six months	85% of Journeyman Rate
7 th six months	90% of Journeyman Rate
8 th six months	95% of Journeyman Rate

After four (4) years service, Journeyman Rate. (Applies to those hired after date of ratification)

The Company and the Union agree to set up a joint union-management task team to establish a basic level of training for each 6 month term of the Apprenticeship Program contained in Article 10.01 of this agreement.

SHIPPER:

May be utilized on Monday in shops only and may be employed on outside work if there is no Journeyman Vulcanizer/Installer available. If employed other than as a Shipper, the applicable rates shall apply.

10.02 UNDERGROUND PREMIUM PAY

Employees working underground, Seventy-five (75) feet or more, will receive an additional ten percent (10%) premium for all hours worked.

10.03 PAYMENT OF WAGES

Wages will be paid on the Company's time. These will be delivered to the employees at their respective stations.

Wages shall be paid Bi-weekly and meal money and other expenses shall be paid Bi-weekly by separate cheque.

10.04 DISCHARGE PAY AND COMPANY RULES

Any employee being discharged for disobeying the rules of the Company will only be paid up to the time of discharge. Company rules shall be posted in a conspicuous place within the Plant.

ARTICLE 11 - GENERAL PROVISIONS

11.01 INJURED WORKER REPORTING PROCEDURE

Any employee suffering injury while in the employ of the Company must report immediately to the First Aid Department, or as soon thereafter as possible, and also report to this Department upon returning to work. A copy of the employee's accident report will be supplied to him on request. If the injured employee is not able to work the balance of the shift, the Company will pay his normal daily earnings for the day of the injury.

11.02 TRANSPORTATION OF INJURED WORKERS

Free transportation to the nearest doctor or hospital will be arranged by the Company.

11.03 FIRST AID

All designated First Aid Attendants shall receive an additional Fifty cents (\$0.50) per hour for all hours worked.

11.04 COMPANY SUPPLIED TOOLS

The Company agrees to make available to each employee the necessary tools required to carry out the work in the trade. The employees will be responsible for these Company tools, and may be charged for any losses, provided a list is supplied by the Company, and each man signs for a complete tool kit with lock.

NOTE: Each employee is expected to take reasonable care of tools supplied by the Company and must report to the Company immediately any loss or damage of tools involved, including knives and blades.

No employee will be paid off until he produces a receipt for any Company-owned tools or equipment which have been issued to him.

11.05 OVERALLS OR SMOCKS

(A) All employees required to wear overalls or smocks shall have these supplied and cleaned by the Company at no expense to the employees. Any smock or set of overalls supplied, shall be of the proper size to fit the employee. There shall be five (5) changes available each week, to the employees involved and field servicemen going out on calls shall have extra sets of overalls to take with them when they go out on such calls. Employees working off the premises must wear coveralls or smocks while performing this type of work. Employees will be responsible for any losses incurred by them.

(B) Insulated Coveralls/Winter Wear/Rain Wear

Insulated coveralls and other winter work wear will be available for those employees working in the outdoors.

The Company shall reimburse employees to a maximum of Two Hundred (\$200.00) dollars every two (2) years on pre-approved purchase of insulated overalls, winter work wear and rain gear. The employee will be responsible for cleaning of same. The employee must have pre-approval and submit proper receipts.

11.06 SAFETY BOOT ALLOWANCE

The Company will provide two hundred twenty-five (\$225.00) dollars per year per man towards a Safety Boot Allowance. When claiming reimbursement under this provision the employee is required to submit a receipt or other proof of purchase. Company agrees to two hundred twenty-five (\$225.00) dollars per year or four hundred and fifty (\$450.00) dollars for two years.

In addition to the safety boot allowance a two hundred and twenty-five dollar (\$225.00) allowance shall be paid to those who require Insulated work boots in addition to their regular work boots.

Consultation with the company must be made prior to the purchase of insulated boots.

11.07 GLOVES

The Company will supply gloves for each employee, upon surrender of the worn-out pair previously supplied by the Company.

11.08 ELECTION OF SHOP STEWARDS

The employees employed in this plant will elect one or more union members from each shop who will be known as Shop Stewards or the Shop Committee and same will be recognized by the Company.

11.09 NO DISCRIMINATION

No Shop Steward, Committee or employee shall be discriminated against or jeopardized in seniority standing or suffer any loss of employment on account of membership or activity in the Union, provided that such activity is not allowed to interfere with the work and production of the Company.

11.10 UNION NOTICE BOARD

A notice board will be provided for the posting of all official union notices exclusively and not to be used for disseminating political propaganda. All such notices shall be submitted to a Company official for approval before posting.

11.11 PICKET LINES

It shall not be a violation of this Collective Agreement if Members of this Union respect and/or honour a legal picket line.

11.12 BEREAVEMENT PAY

In the case of death in the immediate family of an employee: husband, wife, child, mother, father, brother, sister, grandparents, mother-in-law or father-in-law, nieces and nephews, the Company will grant the employee up to three (3) days' leave of absence with full pay. Only one day will be granted if the employee does not attend the funeral.

11.13 JURY DUTY

All time lost (up to seven and one-half (7 1/2) hours in any one day) by an employee due to being called for or selected for Jury Duty and/or called or subpoenaed as a witness for the Company, shall be paid for by the Company at the rate of pay applicable to the employee.

NOTE: If an employee is called or selected for Jury Duty, or is called or subpoenaed as a witness for the Company, he will whenever practical, make himself available for work before or after the performance of the jury or witness duties, but in no instance will the total time of jury or witness duty and time worked be more than seven and one-half (7 1/2) hours per day without payment of the applicable overtime requirements.

All payments received by an employee for acting in the capacity of juror or witness will be paid to the Company.

11.14 MOONLIGHTING

The Company and the Union agree in principle to eliminate the practice commonly referred to as "moonlighting". The term "moonlighting" shall refer to an employee who regularly makes a practice of working for two or more employers during the normal work week.

1. When this practice affects the Company's business or the employee's ability to perform his job, it shall be cause for reprimand or dismissal.
2. When this practice affects the Union, the Company agrees to cooperate with the Union in reprimand and/or dismissal.

11.15 BELT SIZES

- a) On belts of sixteen (16") inches and over, two (2) Company men will normally be employed. Exceptions to this may be when specific jobs are discussed by the Chargehand and the Employee. Should a dispute arise, the affected Employee shall have the final decision.
- b) Special exceptions may be made when necessary to facilitate servicing Customers. If these situations arise it will be mandatory for a customer provided helper to be with our technician for the duration of the job and the technician will receive 10% premium.
- c) On belts sixty (60") inches and over, men will be supplied as needed with (2) men being the minimum. Depending on conditions up to four (4) men can be employed. Job specifics will be discussed prior to the commencement of the job.

- d) This provision will not be used to promote assistance by personnel not employed by the Company.
- e) Belt Technicians carrying more than one (1) Trade Certificate required by the Company shall receive an additional one dollar per hour (\$1.00/hr) for all hours worked.

11.16 TRAVEL TIME

Company will pay ½ hour travel and accommodations if the employees refuse to stay in Logan Lake.

(A) OUT-OF-TOWN

In addition to travel time, suitable fare, accommodation and board will be provided. Employees completing an out-of-town job will be allowed, if they so choose, expenses for that night and will return in the normal course of their day the following morning.

Accommodations will be suitable to an average person and, no employee will be expected to stay in any accommodation so long as there are other options within a one way drive of one hour.

(B) TRAVEL TIME - CALL OUT

Travel time for call out jobs will be paid at time and one half. Call out is defined as an employee being called out to go on a job after the employee is finished work for the day. If the job is scheduled ahead of time this is NOT considered a call out. If the employee is phoned at home for an early start job in the morning, this is NOT considered a call out.

Travel between branches will NOT be paid at time and one half, unless the employee is requested to travel on his day off or on a stat holiday.

OUT OF TOWN EXPENSES

Five (\$5.00) dollars per day to cover cost of incidentals shall be paid to employees who are required to stay out of town overnight.

WORK CAMP

When employees stay in a work camp where meals are provided, only overtime meals shall be paid

11.17 MEALS- IN TOWN

- (A) An employee(s) who is required by the company to report to work at/or before six (6) a.m. shall receive a meal allowance.
- (B) A meal allowance of Seventeen dollars and Fifty cents (\$17.50) shall be paid before the commencement of work then every four (4) hours thereafter.
- (C) An additional meal allowance will be provided to each employee(s) four (4) hours after a seven and one-half (7 ½) hour shift is completed then every four (4) hours thereafter.

When working in the shop only, meals shall not apply during standard work hours on a scheduled overtime shift.

(D) MEALS-OUT-OF-TOWN - STAYING OVERNIGHT

The following day or days a breakfast allowance of Seventeen Dollars and Fifty cents (\$17.50) will be paid at the start of the work day and further meal allowances of Seventeen Dollars and Fifty cents (\$17.50) every four (4) hours worked thereafter with a minimum of three (3) meals per day.

(E) MEALS - CALL OUTS

Meal allowance will be paid every four (4) hours after the commencement of work. This applies to call outs and work performed on regular days off only.

11.18 MEALS - FOR OVER THE ALLOWANCE

In those areas where the area rates for meals are more expensive than the aforementioned; Seventeen Dollars and Fifty Cents (\$17.50), then the employee will obtain an itemized bill or receipt for all meals to be submitted to the Company for reimbursement. Falsification of bills or receipts submitted will be cause for dismissal.

11.19 USE OF EMPLOYEE CARS

Employee vehicles can be used on Company business only if authorized by the Company.

When an employee vehicle is used on Company business the employee will be reimbursed on the basis of Thirty-five (\$.35) cents per kilometer with a minimum of Fifty (\$50.00) dollars paid.

It will not be a violation of this Agreement for an employee to refuse to use his motor vehicle on Company business.

An employee will arrange with the Company for adequate insurance coverage before using his motor vehicle on Company business.

11.20 JOB APPLICABLE SKILL IMPROVEMENTS

Any courses taken on the employees own time and completed successfully will be paid for by the Company. As long as they can be proven to be job related. Pre-approval should be obtained.

11.21 TRAINING

This training shall be done on a strictly voluntary basis. All time at training shall be paid for at the employee’s regular straight time wage and regular hours of work (i.e.; 8hrs or 10hrs). Travel time to and from the training shall be at regular straight time rates. The Company shall pay for all pre-approved travel expenses to and from the training to include airfares where required. When required to travel by airline for training the Company shall pay for a full regular straight time day at the employee’s regular straight time rate. There shall be no overtime paid for training and no hours paid beyond the employees regular scheduled hours of work (shift).

ARTICLE 12 - MEDICAL CARE PLAN

12.01 MEDICAL SERVICES PLAN OF B.C.

The Company shall pay 100% of the premiums of the Medical Services Plan of B.C. as provided by the Medical Services Act of British Columbia. This Plan shall be made available to all employees covered by this Collective Agreement.

ARTICLE 13 - INSURANCE PLAN

13.01 INSURANCE, WEEKLY INDEMNITY AND EXTENDED HEALTH BENEFITS

The Premium cost for coverage provided under Articles 13.01 and 13.02 shall be borne by the Employer.

- Life Insurance	\$100,000.00
- A.D. & D. Insurance	\$100,000.00
- Weekly Indemnity 66.67% to a max of	\$750.00 max/week

(1-4-17)

- Extended Health Benefits

- Eyeglass Benefits

\$350.00 per 24 months per person
in family

Eye exam of \$115.00/24 months – adults and \$115.00/12 months-eligible children

Pay direct prescription drug card.

Employee Assistance Program

A twenty-four (24) month survivor benefit for insured dependents, for Extended Health Care and Dental Care, no premiums required.

Critical Disease Benefit and Serious Illness Benefit.

If the E.I. maximum exceeds five hundred and one dollars, (\$501.00) this plan will escalate accordingly to the E.I. maximum for the life of this Agreement.

13.02 DENTAL PLAN

LODGE #692 DENTAL PLAN OR EQUAL TO AS FOLLOWS:

- Coverage: - Basic Dental (combined maximum A & B - \$2,000.00) 100%
- Prosthetic Appliances, Crowns & Bridges 50%
- Participation: A condition of employment.
- Orthodontia 50% to \$2,000.00

13.03 BENEFIT COVERAGE WHILE OFF WORK

If a covered employee is off work due to injury or illness, the Company will, for three (3) months, pay the premium for the employee's Medical, Extended Health Benefits, Insurance and Dental Plans.

If the employee wishes to be covered for an additional three (3) months he may do so by paying 100% of the premium through the Company office.

13.04 SICK DAYS

Four (4) sick days per year can be accumulated to eight (8) day maximum if not used. On Management's discretion a doctor's note will be provided if required.

ARTICLE 14 - TECHNOLOGICAL CHANGE

14.01 In the event that the Company introduces a technological change which results in displacement of a significant number of employees from employment with the Company, the Company will cooperate with Canada Manpower training facilities to train such employees, if there are job openings with the Company, and such employees have the necessary potential to fill the positions.

ARTICLE 15 - SAVINGS CLAUSES

15.01 NO REDUCTION OF CONDITIONS

No provision of this Agreement shall be used to remove working conditions or reduce wages presently in force.

15.02 DIFFERENT RATES

The Company reserves the right to pay higher wages than the minimum provided herein. However, where off-schedule rates are applied it shall be at the discretion of the Company to maintain or cancel as circumstances warrant.

15.03 INVALID CLAUSES

Should any part hereof or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted Legislation, or by any decree 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 remaining portions shall continue in full force and effect.

15.04 ARTICLE HEADINGS

The Article Headings of this Collective Agreement shall be used for the purpose of reference only, and shall not be used as an aid in the interpretation of this Agreement.

ARTICLE 16 - DURATION OF AGREEMENT**16.01 DURATION OF AGREEMENT**

This Agreement shall be in full force and effect from and including November 1, 2013 to and including October 31, 2016 subject to the right of either party to this Collective Agreement within four (4) months immediately preceding the date of October 31, 2016 or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of this Collective Agreement or a new Collective Agreement.

16.02 FULL FORCE AND EFFECT

Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike, or the Company shall give notice of lockout and such strike or lockout takes place and/or either party gives notice of termination, or the parties shall conclude a renewal or revision of the Collective Agreement or a new Collective Agreement.

16.03 NO STRIKE OR LOCKOUTS

During the life of this Agreement, or while negotiations for a further Agreement are in progress, there shall be no strikes or stoppage of work on the part of the members of the Union, or any lockout of employees on the part of the Company.

16.04 EXCLUSION

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

DATED AT LANGLEY, B.C. THIS ____ DAY OF _____, 2014.

**INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE
WORKERS, VANCOUVER LODGE 692**

**ALTERNATIVE BELTING
ENTERPRISES LTD.**

For the Union

For the Company

Dale Gentile (Business Representative)

Jim Long (President)

Steve Ramsay (Bargaining Committee Member)

Tim Smart (General Manager)

LETTER OF UNDERSTANDING #1

BETWEEN: ALTERNATIVE BELTING ENTERPRISE LTD.

**AND: INTERNATIONAL ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS, VANCOUVER LODGE #692**

Subject: I.A.M. Labour-Management Pension Fund (Canada)

- A. Commencing with the first day of _____, _____, and for the duration of this Collective Agreement, the Company agrees to make payment to the I.A.M. Labour-management Pension Fund (Canada) (“the Pension Fund”) for each employee performing work in a job classification covered by this Collective Agreement, as follows (choose one):
1. (a) For all hours or portion thereof for which an employee receives pay, the Company shall make a contribution (choose one)
 - (i) of _____ cents per hour, or
 - (ii) in accordance with the attached Contribution Schedule

to the Pension Fund, but not more than \$ _____ per week for any one employee (40 x hourly contribution rate).

OR

 - (b) For all hours or portion thereof for which an employee receives pay, the Company shall make a contribution (choose one)
 - (i) of _____ cents per hour, or
 - (ii) in accordance with the attached Contribution Schedule to the Pension Fund.
 2. For the purpose of this Article, each hour paid for, as well as, hours of paid holidays and other hours for which pay is received by the employee, in accordance with the Collective Agreement, shall be counted as hours for which contributions are payable.
 3. Contributions for a new, temporary, probationary, part-time and full-time are payable from the first day of employment.

B. The Company and Union further agree as follows:

1. The payments to the Pension Fund shall be made to the I.A.M. Labour-Management Pension Fund (Canada) which was established in Canada under the Trust Agreement dated February 1, 1970 and has been signed by the Company and the Union.
2. The Pension Plan adopted by the Trustees of the said Pension Fund shall at all times conform with the requirements of the applicable pension benefits legislation and the *Income Tax Act* so as to enable the Company at all times to treat contributions to the Pension Fund as a deduction for Federal income tax purposes.
3. All contributions shall be made at such times and in such manner as the Trustees require; and the Trustees shall have the authority to have an independent Certified Public Accountant audit the payroll and wage records of the Company for the purpose of determining the accuracy of contributions to the Pension Fund.
4. If the Company shall fail to make its contributions to the Pension Fund by the fifteenth day of the following month and such default shall continue for thirty (30) working days, the Company shall be liable for all expenses incurred in enforcing payment of the contributions, including reasonable attorney's fees and arbitration fees.

C. The parties further acknowledge that no other agreement between the Company and the Union regarding pensions or retirement is in effect or will be effective during the period covered by the said Collective Agreement without the written consent of the I.A.M. Labour-Management Pension Fund (Canada). Signed copies of any renewal or extension agreements will be promptly furnished to the Pension Fund office and if not consistent with this Agreement, can be used by the Trustees as a basis for termination of participation of the Company.

D. It is understood and agreed by both parties that, upon making its contributions to the Pension Fund in accordance with this Collective Agreement and the Trust Agreement, the Company is relieved of any and all obligations in regard to the Pension Fund.

Pension contributions made by the Employer for each affected Employee.

NOV 1/13 (PER HOUR)	NOV 1/14 (PER HOUR)	NOV 1/15 (PER HOUR)
\$ 2.25	\$ 2.50	\$ 2.75

DATED AT LANGLEY, B.C. THIS ____ DAY OF _____, 2014.

**INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE
WORKERS, VANCOUVER LODGE 692**

**ALTERNATIVE BELTING
ENTERPRISES LTD.**

For the Union

For the Company

Dale Gentile (Business Representative)

Jim Long (President)

Steve Ramsay (Bargaining Committee Member)

Tim Smart (General Manager)

LETTER OF UNDERSTANDING #2

BETWEEN: ALTERNATIVE BELTING ENTERPRISE LTD.

**AND: INTERNATIONAL ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS, VANCOUVER LODGE #692**

The Union understands that, in certain circumstances or business needs, additional employees are needed to complete a specific job or project.

Therefore, notwithstanding any provision in this agreement, the parties agree, the company may hire casual/temporary employees in the following manner:

1. Contacting the Union and, supplying the Representative with details as to why the full time employee(s) cannot be utilized.
2. Give details as to how long the casual/temporary employee(s) is needed.
3. Pay permit fees at the same percentage paid by the unionized full time employees.
4. Pay all casual/temporary employees the same rate of pay, at the classified rates for the skill set needed. This includes, all premiums and pension contributions and/or any other monetary amount(s) negotiated in the future.
5. No casual/temporary employee will be employed if there is a full time employee available to complete the required work.
6. No employee will be displaced, or lose wages, as a result of a casual/temporary employee(s).
7. The company will be in breach of this LOU, and will pay to this Union all wages earned by a casual/temporary employee(s), if all/any steps of this LOU are not followed prior to the casual/temporary employee(s) commencement of any job whatsoever.

DATED AT LANGLEY, B.C. THIS ____ DAY OF _____, 2014.

**INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE
WORKERS, VANCOUVER LODGE 692**

**ALTERNATIVE BELTING
ENTERPRISES LTD.**

For the Union

For the Company

Dale Gentile (Business Representative)

Jim Long (President)

Steve Ramsay (Bargaining Committee Member)

Tim Smart (General Manager)