Collective Agreement

Between:

GUNNEBO CANADA INC.

And:



April 1, 2019 - March 31, 2022

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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.

3.02

All of the terms and conditions of this Agreement will apply equally to all Employees without discrimination based on any of the protected grounds under the *BC Human Rights Code*.

3.03

No locksmithing 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 of service with the Employer, and will be recognized in all shops, and shall not be discriminated against. The Shop Superintendent or Foreperson 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 they have 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 Chairperson of the Shop Committee, after consultation with their Foreperson, shall with permission, during working hours, and without loss of time or pay, be allowed to leave their regular duties for a reasonable length of time in order to investigate, and settle if possible, grievances in their jurisdiction. The Chairperson 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 Foreperson 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 their Representative such permission is not to be unreasonably withheld.

4.06

Any Employee who fails to maintain their 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 – PAID EDUCATION LEAVE

5.01

The Employer agrees to pay into a special fund an amount of three cents (\$0.03) per hour for all compensated hours into the Unifor Paid Education Leave program (PEL). Such payment will be remitted on a quarterly basis into a trust fund established by the Unifor National Union effective from the date of ratification. Payments will be sent by the Employer to the following address:

Unifor Paid Education Leave Program 205 Placer Court Toronto, ON, M2H 3H9

ARTICLE 6.00 - DUES CHECK-OFF

6.01

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.

6.02

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.

6.03

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.

6.04

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 7.00 - REGULAR HOURS OF WORK

7.01

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. The Employer has the right with two (2) weeks notice to vary the start, quitting, and lunch time by one (1) hour at its sole discretion.

7.02 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 (\$125.00) dollars per week.

7.03

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 beeper 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.

7.04 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 8.00 - OVERTIME

8.01

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.

8.02

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 (\$20.00) dollars upon presentation of receipts providing there is a continuation of work.

ARTICLE 9.00 - CALL TIME HOURS

9.01

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.

9.02

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.

9.03

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 10.00 - PAYMENT OF WAGES

10.01

Employees shall be paid every two (2) weeks. Payment shall be made on the Friday of every second week, 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 9.03, in the pay period following

that in which the overtime hours are worked. Payments may be made by direct deposit, and pay statements may be provided electronically. Each pay statement 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.

10.02

The Employer agrees that in instances of termination or quitting, arrangements shall be made to ensure that wages owing and statements shall be provided to the Employee within six (6) 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 11.00 - LEAVE OF ABSENCE

11.01

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 their 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.

11.02

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 they would normally have worked will be reimbursed by the Employer for the difference between the pay received for jury duty or witness duty and their regular straight time rate of pay for their 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.

11.03

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.

11.04 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.

11.05 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.

11.06

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.
- 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 their leave shall be considered to have quit voluntarily unless they furnish within three (3) days of the expiration of their leave, a reasonable excuse for not having returned.

ARTICLE 12.00 - SENIORITY

12.01

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.

12.02

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 to which they hold.

12.03 Lay-off

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

When a member has completed their probationary period with the Employer, in the event of a lay-off, they 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.

12.04 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 they 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 their failure, they shall forfeit all their seniority rights, and shall be is deemed to have terminated their employment.

12.05

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.

12.06

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 they

will maintain their regular rate of pay for a period of fourteen (14) days, after which their rate of pay will be adjusted to that classification.

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

12.07 Plant Closure

- 1. In the event of a plant closure, defined as a termination of eighty (80%) percent 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.
- If the Employer fails to comply with the notice in (1) above, they 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 13.00 - VACATIONS WITH PAY

13.01

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.
24 yrs. or more service	10% of gross earnings	5 wks.

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

The Employer agrees to pay out the vacation differential no later than September 30th of the year following the earned differential on additional pay including overtime.

13.02

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 Article 13.01 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.

13.03

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.

13.04

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 their employment
- (b) Absence due to illness up to a period of one year provided that the Employee returns to their 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.

13.05

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 14.00 - STATUTORY HOLIDAYS

14.01

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.

14.02 The eleven (11) statutory holidays shall be:

New Year's Day

Family Day Good Friday

BC Day Victoria Day

Canada Day

Labour Day

Thanksgiving Day

Remembrance Day

Christmas Day

Boxing Day

14.03

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 15.00 - HEALTH AND WELFARE

15.01

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 (100%) percent 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, they 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, they 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 one hundred and five (105) days of illness or disability. At this time if the Employee is still disabled they may be eligible to apply for benefits under the long term disability plan with the insurance carrier.

The Employer will pay three (3) sick days per year. The days will be a full day's 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 16.00 - TECHNOLOGICAL CHANGE

16.01

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 17.00 - GENERAL CONDITIONS

17.01

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.

17.02

Lunchroom facilities, with adequate seating and tables for all Employees, will be provided and maintained in a clean condition by the Employer.

17.03

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.

17.04

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 their work station in an orderly manner.

17.05

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.

17.06

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 (75%) percent 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.

17.07

No worker will be permitted to use their 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.

17.08

Failure of an Employee to act upon instruction given to them by anyone other than their duty supervisor or designate will not constitute cause for dismissal.

17.09

If an Employee handles several jobs as part of their regular duties, then that Employee shall receive the rate of their top classification within that assignment.

17.10

The Employer shall endeavour to notify an Employee at least twenty-four (24) hours before dispatching out of town, except in instances of emergency.

17.11

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.

17.12

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.

17.13

All Employees driving company vehicles on a regular basis shall be paid a twenty-five (\$25.00) dollar monthly expense allowance for meter parking without presentation of receipts. Any greater expenses shall be reimbursed upon presentation of receipts within twenty-one (21) calendar days.

17.14

The Employer shall reimburse each Employee a maximum of eighty (\$80.00) dollars every twelve (12) months, 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 this allowance cumulatively, that is, once every two (2) years to a maximum of one hundred and sixty (\$160.00) dollars, or once every three (3) years to a maximum of two hundred and forty (\$240.00) dollars.

17.15

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 18.00 - SAFETY AND HEALTH

18.01

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 they fail to work under unsafe conditions or because they insist 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.

18.02

An Employee having to cease work due to a compensable injury shall be paid by the Employer for the full regular shift.

18.03

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.

18.04

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 19.00 - GRIEVANCE PROCEDURE

19.01

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.

19.02

The Employee involved, preferably with the Shop Steward, will first take up the matter with their Foreperson 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:

19.03

Failing resolution in 19.02 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.

19.04

Failing resolution in 19.03 above, within seven (7) working days, or such longer time as the parties agree to, then it shall be referred to an Arbitrator mutually agreed upon by the parties.

19.05

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

19.06

Each party shall pay its own costs and expenses of arbitration, and one-half the compensation and expenses of the Arbitrator.

ARTICLE 20.00 - CLASSIFICATIONS AND WAGE RATES

20.01

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

Category E: Shop Worker

Wage Rate	April 1, 2019	March 29, 2020	April 4, 2021
1 st 6 months	\$15.04	\$15.38	\$15.73
2 nd 6 months	\$16.57	\$16.94	\$17.32

Locksmithing

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

<u>Inventory</u>

- 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

Wage Rate	April 1, 2019	March 29, 2020	April 4, 2021
1 st 6 months	\$15.04	\$15.38	\$15.73
2 nd 6 months	\$16.57	\$16.94	\$17.32

Category E: Shop Worker #2

Wage Rate	April 1, 2019	March 29, 2020	April 4, 2021
	\$18.04	\$18.45	\$18.87

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

Wage Rate	April 1, 2019	March 29, 2020	April 4, 2021
	\$18.04	\$18.45	\$18.87

Training Level

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

Category D: Trainee #1

Wage Rate	April 1, 2019	March 29, 2020	April 4, 2021
	\$20.28	\$20.74	\$21.21

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

Wage Rate	April 1, 2019	March 29, 2020	April 4, 2021
	\$20.28	\$20.74	\$21.21

April 1, 2019 – March 31, 2022 Page 19

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)

Wage Rate	April 1, 2019	March 29, 2020	April 4, 2021
	\$21.78	\$22.27	\$22.77

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)

Wage Rate	April 1, 2019	March 29, 2020	April 4, 2021
	\$21.78	\$22.27	\$22.77

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)

Wage Rate	April 1, 2019	March 29, 2020	April 4, 2021
	\$24.06	. \$24.60	\$25.15

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)

Wage Rate	April 1, 2019	March 29, 2020	April 4, 2021
	\$24.06	\$24.60	\$25.15

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)

Wage Rate	April 1, 2019	March 29, 2020	April 4, 2021
	\$26.60	\$27.20	\$27.81

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)

Wage Rate	April 1, 2019	March 29, 2020	April 4, 2021
	\$26.60	\$27.20	\$27.81

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

Wage Rate	April 1, 2019	March 29, 2020	April 4, 2021
1 st 9 months	\$28.48	\$29.12	\$29.78
2 nd 9 months	\$30.36	\$31.04	\$31.74

Duties to Include:

Equipment

- must be able to use and properly care for the following: 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

Wage Rate	April 1, 2019	March 29, 2020	April 4, 2021
1 st 9 months	\$28.48	\$29.12	\$29.78
2 nd 9 months	\$30.36	\$31.04	\$31.74

Minimum requirements:

- · Able to perform all duties of Categroy 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 aystems

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

Wage Rate	April 1, 2019	March 29, 2020	April 4, 2021
	\$31.87	\$32.59	\$33.32

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 they believe that they are 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.

Senior Technician

Wage Rate	April 1, 2019	March 29, 2020	April 4, 2021
	\$32.26	\$32.99	\$33.73

When the Employer determines it is necessary, a Senior Technician may be appointed. The appointment shall be based on merit, fitness and ability as determined by the Employer. The Senior Technician shall be responsible for providing day to day direction to other members of the bargaining unit in addition to their regular duties as a Locksmith/Safe Technician and/or Security Technician. Additional duties may be required as determined by Management.

ARTICLE 21.00 - DURATION OF AGREEMENT

21.01

This Agreement, effective from April 1, 2019 to March 31, 2022 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.

21.02

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

ARTICLE 22.00 - SAVINGS CLAUSE

22.01

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.

22.02

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 27th DAY OF JUNE, 2019

SIGNED ON BEHALF OF:

CONSTRUCTION LABOUR RELATIONS

ASSOCIATION OF BC

Charles Gaudreau

SIGNED ON BEHALF OF:

UNIFOR LOCAL 1928

Local 1928 Steward

Gunnebo

Mark Cameron

National Representative

Unifor

LETTER OF UNDERSTANDING #1

BY AND BETWEEN:

CONSTRUCTION LABOUR RELATION ASSOCIATION OF BC

on behalf of

GUNNEBO CANADA INC.

AND

UNIFOR LOCAL 1928

RE: 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 27th DAY OF JUNE, 2019

SIGNED ON BEHALF OF:

CONSTRUCTION LABOUR RELATIONS

ASSOCIATION OF BC

SIGNED ON BEHALF OF:

UNIFOR LOCAL 1928

Charles Gaudreau Local 1928 Steward

Gunnebo

Mark Cameron

National Representative

Unifor

LETTER OF UNDERSTANDING #2

BY AND BETWEEN:
CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF BC
on behalf of
GUNNEBO CANADA INC.
AND:
UNIFOR LOCAL 1928

Re: 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):

- 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

- Clause A
- 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:

- 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.

Compiled by Gunnebo Security Inc., Vancouver and Local 1928

SIGNED THIS 27th DAY OF JUNE, 2019

SIGNED ON BEHALF OF:

CONSTRUCTION LABOUR RELATIONS

ASSOCIATION OF BC

UNIFOR LOCAL 1928

SIGNED ON BEHALF OF:

Charles Gaudreau

Local 1928 Steward

Gunnebo

Mark Cameron

National Representative

Unifor

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

LETTER OF UNDERSTANDING #3

BY AND BETWEEN:
CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF BC
on behalf of
GUNNEBO CANADA INC.
AND
UNIFOR LOCAL 1928

Re: Upgrading Training

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 27th DAY OF JUNE, 2019

SIGNED ON BEHALF OF:

CONSTRUCTION LABOUR RELATIONS

ASSOCIATION OF BC

SIGNED ON BEHALF OF:

UNIFOR LOCAL 1928

Charles Gaudreau Local 1928 Steward

Gunnebo

Mark Cameron

National Representative

Unifor

LETTER OF UNDERSTANDING #4

BY AND BETWEEN: CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF BC on behalf of GUNNEBO CANADA INC. AND **UNIFOR LOCAL 1928**

Re: **Classification Review**

Local 1928 and the Company agree and understand that over the duration of the agreement we will review, update and improve all classifications in the current agreement

SIGNED THIS 27th DAY OF JUNE, 2019

SIGNED ON BEHALF OF:

CONSTRUCTION LABOUR RELATIONS

ASSOCIATION OF BC

SIGNED ON BEHALF OF:

UNIFOR LOCAL 1928

Charles Gaudreau Local 1928 Steward

Gunnebo

Mark Cameron

National Representative

Unifor

MC:dn/cope343