

Collective Agreement

between

Signal Industries (1998) Manitoba Ltd.

of the first part

and

**Manitoba Government and General Employees'
Union**

of the second part

February 1, 2011 - January 31, 2014

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Re: Shop Operations

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Re: Shop Operations

*All changes are in **bold**.

Article 1 Purpose

- 1:01** In consideration of the mutual value of joint discussions on all matters pertaining to Employer-Employee relations, the parties hereto agree that the purpose of this Agreement shall be to set forth the terms and conditions of employment, relating to hours of work, rates of pay and other working conditions affecting the employees covered by this Agreement and to provide for a means of settling disputes and grievances of employees and to maintain harmonious relations.

Article 2 Definitions

- 2:01** “Employee” means a person employed in a position in the bargaining unit.
- 2:02** “Company” means Signal Industries (1998) Manitoba Ltd.
- 2:03** “Union” means the Manitoba Government and General Employees’ Union.
- 2:04** “Steward” means an employee elected or appointed by the Union who is authorized to represent the Union, an employee or both.
- 2:05** The form “**he/she**” shall be used to designate individuals throughout this Agreement. The form “his/her” shall be used where appropriate.
- 2:06** All days, weeks, months or years referred to in this Agreement are calendar days, weeks, months or years, unless otherwise specified within the Agreement.
- 2:07** **“Full-Time Employee” means an employee who regularly and on a recurring basis is scheduled to work the hours of work as identified in Article 15.**

- 2:08 **“Part-Time Employee”** means an employee who on a regular and recurring basis is scheduled to work fewer than the full prescribed hours of work specified in Article 15.
- 2:09 **“Term Employee”** means a person who is hired to work on a specific project until completion of that project or for a specific period of time. Such period of time shall not exceed 4 weeks and may be extended if the Employer so requests and the Union agrees. A term employee shall not displace a full-time or part-time employee position. A term employee who is awarded a permanent position shall have his/her service connected for seniority purposes. Term Employees shall not be used to reduce the hours of work of any bargaining unit employee and shall not be covered under the provisions of Article 13. All other provisions of the Collective Agreement shall apply.

Article 3 Scope and Recognition

- 3:01 **3:01** The Company recognizes the Manitoba Government and General Employees’ Union as the sole collective bargaining agency for the employees covered by this Agreement, and hereby consents and agrees to negotiate with the Union or its designated bargaining representatives on all matters relating to rates of pay, hours of work, and other terms and working conditions of employees. This Agreement shall cover all employees employed by Signal Industries **(1998) Manitoba Ltd.**, in or in connection with its place of business located in the city of Dauphin, in the Province of Manitoba, except the General Manager, Plant Manager, Confidential Secretary, Accounting Clerk and two (2) Salespersons.
- 3:02 **No work of the classifications as described in Appendix “A” will be performed by anyone other than the members**

of the bargaining unit except in circumstances which may arise from time to time that recognizes the Employer's right and need to maintain production volumes and efficiencies. The Plant Manager shall be allowed to participate in bargaining unit work. Such work shall not reduce hours for, or result in the layoff of, members of the bargaining unit.

Article 4 Management Rights

- 4:01** The Management of the Plant, direction of the working force and maintenance of order and discipline, including the right to hire, suspend, or discharge or discipline for just cause and to make rules and regulations governing discipline; to assign to jobs; to promote, demote, or transfer employees; to increase or decrease the working force; to determine the products to be handled, produced or manufactured, the methods, processes and means of production and handling, are vested exclusively in the Company except as to the extent that this Agreement may otherwise provide, and provided further that any act of the Employer allegedly taken in pursuance of the powers herein set out may be subject to a Grievance and dealt with as hereinafter provided.
- 4:02** There shall be no lockout by the Company and no interruption, work stoppage, strike, sit down or slowdown by any employee or employees during the terms of this Agreement.
- 4:03** In administering this Agreement the Company shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.
- 4:04** Just cause shall mean that the Employer is able to show that an employee's conduct warranted discipline, and that the penalty

imposed was appropriate having regard to all the circumstances of the situation.

Article 5 Application of Agreement

5:01 When matters are submitted by either party to this Agreement, with respect to the application or interpretation of this Agreement, such matters shall be subject to negotiation between the parties and the decisions arrived at shall be reduced in writing and signed jointly by accredited representatives of the Company and the Union.

Article 6 Union Security

6:01 Every employee who is now a member of the Union shall maintain his/her membership in the Union as a condition of employment. Every new employee covered by this Agreement shall make application on the official application form within ten (10) calendar days of the date of his/her employment.

Article 7 Union Dues

7:01 During the term of this Agreement, the Company shall deduct the Union dues out of the wages due to each employee, and shall remit same to the person designated by the Union.

7:02 **On January 31st and July 31st** of each year or when changes occur, the Company shall furnish the Union with a written list of:

- (a) Names of employees from whom the deductions have been made.
- (b) Names of employees whose employment has been terminated or laid off.
- (c) Names of all employees who have been hired.

- (d) Home addresses of all new employees hired; and any changes in home addresses of all other employees who are members of the Union.

Article 8 Rights of Stewards

- 8:01** The Company recognizes the Union's right to select Stewards to represent employees.
- 8:02** The Union agrees to provide the Company with a list of Stewards.
- 8:03** Unless permission has been received from the **Branch Manager or Plant Manager** to investigate complaints of an urgent nature, Stewards and employees shall not conduct Union business during their working time. Permission shall not be unreasonably withheld or denied.

Article 9 Union Business

- 9:01** Leave of absence to attend to Union business shall be granted to employees under the following conditions.
 - (a) Requests for leave shall be made in writing by the Union by providing the employee with a letter of request. The employee shall submit the letter to **the Branch Manager or Plant Manager** for approval not less than 7 working days prior to the time requested.
 - (b) Where special or unusual circumstances prevent compliance with the seven (7) working days notice, the request shall be considered and shall not be unreasonably denied.
 - (c) Where such leave of absence has been granted, the Union shall reimburse the Company one hundred percent (100%)

of the wages paid to such employees during the approved absence.

- 9:02** An authorized representative of the Union shall be permitted to visit employees at their place of work only after notifying the **Branch Manager or Plant Manager.**
- 9:03** It is agreed that regular Union meetings shall be dealt with during regular working hours and no employee shall suffer any loss of pay. Such meetings shall not exceed one (1) hour in duration and shall be no more than once per month. The Union agrees not to exercise its right to such meetings during the term of this Agreement unless first approved by the Company.
- 9:04** The Company agrees to provide bulletin board space in a suitable location accessible to the employees for the purpose of posting notices of interest to the Union.
- 9:05** The Company agrees that during the term of this Agreement, it shall permit the Union to supply and install a Union Shop decal in its Plant. The decal shall be posted in a place approved by the Company, but it is understood that the decal shall be placed in a position from which it can readily be observed by the public.

Article 10 No Discrimination

- 10:01** The parties agree that there shall be no discrimination, harassment or coercion or interference by the Employer or Union against any employee, in accordance with the provisions of the Manitoba Human Rights Act, and the Labour Relations Act or any other applicable legislation.
- 10:02** The parties further agree that there shall be no discrimination, harassment, coercion or interference based on membership in the Union or activities in the Union.

Article 11 Seniority

- 11:01** Seniority is defined as the length of an employee's service with the Company calculated based on the following:
- (a) all regular paid time, including vacation and other leaves with pay;
 - (b) periods of Workers Compensation;
 - (c) periods of maternity leave, adoptive parent leave, parental leave, sick leave with pay; and any approved leaves of absence without pay to ten (10) working days in a calendar year; and sick leave without pay or Long Term Disability of up to six (6) months.
- 11:02** Seniority of any employee shall be considered broken and all rights forfeited when an employee voluntarily leaves the service of the Company, or is dismissed for cause and not reinstated, or fails to report back to work when recalled after layoff **as per the provisions in Article 13:05**. Seniority shall also be broken and forfeited when an employee is laid off and not recalled for a period of time that exceeds the period of time worked for the Company or one year, whichever is greater.
- 11:03** The Company shall prepare and publish a seniority list **annually** to include name, classification and seniority date. For part-time employees, total hours worked will be shown. After being approved by the **local Union executive**, the list shall be posted in a conspicuous place accessible to all employees.

Article 12 Probation

- 12:01** (a) New employees shall be on probation for sixty (60) working days during which time employees shall be thoroughly trained and monitored. Should the Company see any weakness in a probationary employee's

performance, then the Union and employee shall be notified immediately. Dismissal on probation shall not be subject to the grievance procedure.

- (b) **The Company reserves the right to prolong the probation period a further thirty (30) working days. The employee will be advised of this decision ten (10) working days prior to the end of the initial probation period. At this time, the Company will also advise the employee and the Union of the reasons why they are prolonging the probation period. Extension of the probation period, and subsequent dismissal during this period, shall not be subject to the grievance procedure.**

Article 13 Layoff and Recall

- 13:01** The Company and the Union recognized that job security should increase in proportion to length of service with the Company. In the event of layoff(s) or a reduction in the hours of work, employees shall be laid off or have their hours of work reduced in the reverse order of seniority, from the most junior on up to the most senior.
- 13:02** Article 13:01 is subject to the requirement that the remaining employee(s) must be able to perform the duties required of those who remain.
- 13:03** For the purposes of this agreement, a layoff shall be defined as an interruption in regular working hours in excess of five (5) consecutive working days.
- 13:04** Should the Company layoff or discharge an employee, except for just cause, notice shall be given as follows:

- (a) up to one (1) year of service, one (1) weeks written notice or pay in lieu of notice;
- (b) after one (1) year and up to three (3) years service, two (2) weeks written notice or pay in lieu of notice;
- (c) after three (3) years service and up to five (5) years service, four (4) weeks written notice or pay in lieu of notice;
- (d) after five (5) years service and up to ten (10) years service, six (6) weeks written notice or pay in lieu of notice;
- (e) after ten (10) or more years service, eight (8) weeks written notice or pay in lieu of notice.

13:05 When the Company recalls an employee who has been laid off, it shall notify such employee by registered letter addressed to the employee's last known address when contact cannot be made by phone or in person. The employee concerned must notify the Company within five (5) days of the mailing of such letter, stating acceptance or refusal of the employment offered. **The employee must return to work within five (5) calendar days of contacting the Employer, unless a later date is mutually agreed upon.**

13:06 The laid off employees shall be recalled in the order of seniority with the most senior employee, who is able to perform the duties required being recalled first, and thereafter, in a descending order of seniority to the most junior employee as required.

Article 14 Bulletins and Training

14:01 Promotions and all vacant positions shall be filled on the basis of the employee having the most seniority and ability being selected.

- 14:02** (a) Notice of vacancies, and new positions within the scope of this Agreement, shall be posted on the bulletin boards and employees shall be allowed three (3) working days from the date of posting in which to make written application for such vacancies. Vacancies or new positions in the first managerial step outside the scope of this Agreement shall be posted and application submitted by employees shall be given consideration.
- (b) Notice of temporary positions beyond thirty (30) days within the scope of this Agreement shall be posted on the bulletin boards. In posting the temporary position, the Company shall specify on the posting the classification, the rate of pay, and the length of time of the temporary position. If the temporary position does not last to the full date as specified on the posting, the employee shall be returned to his/her former position at his/her former rate of pay.
- (c) An employee transferred or promoted to a new position shall be allowed a reasonable qualifying period not exceeding eight (8) weeks. If during the eight week period the Company decides the employee is unsuited to the new job and cannot adapt him/herself to the new work, **he/she** shall revert to his/her former position.
- 14:03** An employee promoted to a position paying a higher rate of pay shall receive the wage rate applicable to the position, retroactive to the date she/he assumed the duties of the new position.
- 14:04** Whenever an employee's rate prior to promotion is within the range of the new classification, his/her rate shall not be reduced and after promotion, the employee shall be paid his/her regular increases until the top of the range is reached.

- 14:05** On The Job Training - The Employer shall inaugurate and maintain a system of on-the-job training so that every employee shall have the opportunity to receive training and qualify for promotion or transfer in the event of a vacancy arising. Accordingly, employees shall be allowed regular opportunities to learn the work of higher or equal positions during regular working hours by working together with senior employees for temporary periods without affecting the salary or pay of the employees concerned. Such opportunities for training shall be allocated according to seniority. Job training shall only take place under the supervision and instruction of the senior employee.
- 14:06** Training Course - The Employer shall post any training courses and experimental programs for which employees may be selected. The bulletin shall contain the following information:
- Type of course (subjects and material covered)
 - Time, duration and location of course
 - Minimum qualifications required for applicant
- This bulletin shall be posted for a period of two weeks on bulletin boards, in all departments to afford all interested employees an opportunity to apply for such training. The qualified applicant with the greatest seniority shall be selected. Time spent in such training shall be considered to be time worked.
- 14:07** Promotions Requiring Higher Qualifications - If no employee is appointed to a vacancy in accordance with Article 14:01, then serious consideration for promotion will be given to the applicant with the greatest seniority who does not possess the required qualifications. If granted the job, the employee will be given an opportunity to qualify within a trial period established in each case. If the qualifications are not met within this time,

the employee shall revert to his/her former position. The Employer shall also consider employees who are not qualified but who, through on the job training, could reasonably be expected to satisfactorily perform the job within an 8 week period.

- 14:08** Preferential Hiring - If the Company is hiring new employees, it will contact the Union to see if any Union members who are qualified are available to work. If so, the Company will give consideration to such people recommended.
- 14:09** Upon request, the Company shall prepare a record of employment and/or final pay cheque as soon as reasonably possible but no later than five (5) working days from the last day worked.

Article 15 Hours of Work

For the purpose of this Agreement the regular work day and work week are recognized as eight (8) hours per day, Monday through Friday exclusive of lunch/meal periods.

- 15:01 (a)** Employees will work a 5-5-4 three (3) week work schedule. To accommodate this schedule, employees will work, exclusive of unpaid lunch breaks, eight and one-half (8 ½) consecutive hours per day over the three week period, and will receive the third Friday **or Monday** off without pay. It is agreed for the purposes of daily overtime that only work in excess of the daily hours of work specified above shall be paid at the overtime rate. Earned days off that fall on a designated holiday shall be rescheduled to the preceding or next following working day by mutual agreement.
- (b) An employee that has been absent due to illness within the four working days leading up to his/her EDO and that has no accumulated sick time, may be offered by the Company

the option of working his/her EDO at regular rates to make up time lost.

- 15:02** All lunch/meal periods are to be one-half (1/2) hour.
- 15:03** All staff meetings called by the Company shall be considered as time worked and shall be paid for at the appropriate rate of pay.
- 15:04** Part-time employees called to work shall be given not less than three (3) hours work or pay in lieu thereof.
- 15:05** For purposes of applying the terms of this Agreement, each one-hundred seventy-three (173) hours of part-time work shall be considered as one month of service.
- 15:06** Full-time employees shall be entitled to two (2) fifteen (15) minute rest periods per day, one (1) in the forenoon and one (1) in the afternoon. Part-time employees shall be entitled to rest periods on the same basis as full-time employees, but if employed for less than a full shift, but more than three (3) hours, shall receive a rest period of fifteen (15) minutes upon the completion of each three (3) hour work period.
- 15:07** Rest periods for all employees shall not begin until one (1) hour after the commencement of work or less than one (1) hour before either the meal period or the end of the shift and shall not be combined with a meal period.

Article 16 Wage Rates and Job Classifications

- 16:01** Job classifications and the hourly wage rates for all employees covered by this Agreement shall be as set out in Appendix "A" of this Agreement.
- 16:02** Pay shall be distributed on the Company's time. A completely itemized computation of the employee's pay and overtime hours

of work shall be shown conspicuously on his/her pay cheque or slip accompanying it.

- 16:03** Any new Plant positions that may be established hereafter shall be subject to negotiations and a Supplementary Agreement shall be executed between the Company and the Union.
- 16:04** The Company and the Union agree to the principle of equal pay for equal work regardless of who is performing the work.
- 16:05** (a) An employee required to temporarily fill a position for a period in excess of three (3) days covered by the Agreement paying a higher rate of pay shall receive the higher rate of temporary position. But, if required temporarily to fill a position paying a lower rate of pay, **he/she** shall not have his/her rate reduced.
- (b) An employee required to temporarily fill a position outside the scope of this Agreement shall receive not less than the minimum rate of pay established by the Company for the position, but in no event shall the minimum established by the Company be less than fifty cents (\$0.50) per hour above the employee's regular wage rate.
- 16:06** Notwithstanding anything in this Agreement to the contrary, any employee now receiving a higher rate of pay than is called for in the terms of this Agreement shall not have such rate reduced during the term of this Agreement.
- 16:07** Any employee employed by the Company shall be given credit for his/her previous experience for purposes of determining his/her wage rate, providing the employee has been employed in a similar industry covered by a Union Contract in the two (2) years immediately prior to commencement of his/her employment. Similar industry shall mean an industry or workplace where the work is such that the employee can be

reasonably expected to do the work required at Signal Industries **(1998) Manitoba Ltd.** with little or no training or orientation.

16:08 The Company shall not contract out Bargaining Unit work with the exception of some art work and installation work.

Article 17 Overtime Rates of Pay

17:01 All hours worked over those as outlined in Article 12 shall be considered overtime and shall be paid for at the rate of time and one-half for the first three (3) hours overtime worked in any one (1) day and double time thereafter.

17:02 Double the regular rate shall be paid for all hours worked on employees' days of rest.

17:03 (a) All overtime shall be voluntary and shall be performed only after authorization by the Company.

(b) In the event overtime work is authorized, employees with seniority and ability shall be given first opportunity to work such overtime.

(c) **When overtime is to be worked immediately following a shift, overtime is offered to the most senior staff present at that time.**

(d) When overtime is required, it shall be offered to the most senior qualified volunteer employee as per the above protocol, and when there are no volunteer employees, such duty shall be assigned to the most junior employee present that is qualified.

17:04 (a) Employees shall not be required to take time off regular working hours in lieu of overtime worked.

(b) Employees who wish to bank overtime and be allowed to take time off in the future in lieu of overtime pay shall be

allowed to bank overtime hours in accordance with (a) above. Taking into account business requirements, the Employer and employee shall agree on dates for time off. Employees shall give the Employer one (1) weeks notice prior to taking time off. Time off shall be taken in half days or more. Any time remaining at the end of the year shall be paid out.

- 17:05** Overtime rates of pay, based on employee's regular rate, shall apply to employees when they are temporarily occupying classifications outside the scope of this Agreement.
- 17:06** An employee who is not advised prior to leaving work and is called back to work not continuous with his regular working hours, either before or after, shall receive not less than three (3) hours work or three (3) hours pay at overtime rates.
- 17:07** Any employee who reports for work but who for reason of some breakdown in the Plant, lack of material, or for weather conditions is dismissed for the day, shall receive not less than four (4) hours pay at his normal rate.
- 17:08** Every employee shall be guaranteed one (1) days rest in seven (7).
- 17:09** When overtime of more than two (2) hours is scheduled to be worked consecutive with the regular hours of work, the employee shall be entitled to a fifteen (15) minute paid rest period before commencing overtime. If, however, the majority of the employees who have agreed to work overtime so request, they shall be allowed a lunch period not to exceed one (1) hour without pay before commencing overtime.

Article 18 Statutory Holidays

18:01 The following days shall be considered holidays for which there shall be no deduction in pay:

New Year's Day	Civic Holiday
Louis Riel Day	Labour Day
Good Friday	Thanksgiving Day
Remembrance Day	Christmas Eve
Victoria Day	Christmas Day
Canada Day (July 1)	Boxing Day

Any other holiday proclaimed by Federal or Provincial Statute.

18:02 Should any employee be required to perform work on any of the above mentioned holidays, she/he shall receive in addition to his/her holiday pay, one and one-half times (1 ½) the regular rate for all hours worked.

18:03 Should any holiday fall on a Saturday or a Sunday, by mutual agreement between the parties either the preceding Friday or the following Monday shall be observed as a paid holiday.

18:04 When a holiday or holidays, as set out in Clause 1 of this Article, falls in any week, the work week shall be reduced by eight and one-half (8 ½) hours, or the number of hours proclaimed to be observed in respect to such a week and no employee shall suffer a reduction in take home pay. Employees working in excess of the reduced hours of work for that week shall be paid in addition to their regular rate of pay for that week, one and one-half (1 ½) times for all such hours worked.

Article 19 Employee Benefits

The following benefits shall be available to all employees:

19:01 All employees shall have the privilege of taking courses to be approved by the Company. Objective of any course is to be increased knowledge and/or efficiency **that would benefit the employee and the Company. At least one month prior to the course's start date, employees must provide complete information about the course to be taken and must have the general or Plant Managers' signature confirming approval. The employee will be required to submit a copy of this approval, a receipt indicating proof of payment, and proof of successful completion.** The cost of the course to be borne by the Company in the following manner:

Receipt of "A" Grade	-	full payment
Receipt of "B" Grade	-	one (1/2) half payment
Receipt of "C" Grade (just passing)	-	no payment by Company

19:02 **Accident Compensation**

When an employee is injured in the performance of his/her duties or contracts any industrial disease, the Company agrees to pay such employee the difference between the Workers Compensation Board payments and the employee's regular rate of pay up to and including a period of one (1) year from the time such accident took place or industrial disease was contracted. At no time shall the employee's new receipts exceed one hundred percent (100%) of his/her regular take home pay.

19:03 (a) The Signal Industries/**Great West** Life Group benefits plan, with the exception of Long Term Disability, will be provided on a seventy-five percent (75%) company - twenty-five percent (25%) employee cost shared basis.

- (b) The Long Term Disability Plan will be available to employees who pay one hundred percent (100%) of the LTD premiums.

19:04 Any rights, privileges or benefits enjoyed by the employees which are not specifically mentioned in this Agreement shall be continued and no changes in such rights, privileges, or benefits shall be instituted until they have been the subject of negotiations and agreement between the Company and the Union.

19:05 Pension Plan

The terms and conditions of this plan will be the subject of negotiations between the Company and the Union and will be implemented by:

- (i) A Registered Retirement Savings Plan will be established for all employees who have completed a one (1) year waiting period from the date they were first hired by the Company.
- (ii) Each employee may contribute an amount determined by the employee to his/her Registered Retirement Savings Plan.
- (iii) The Company shall then contribute an amount equal to three percent (3%) of the employees gross earnings on each payday and the Company's contribution shall be deposited in the employee's Registered Retirement Savings Plan. Upon completion of five (5) years employment with the Company, the Company's contribution deposited into the employee's Registered Retirement Savings Plan shall increase to four percent (4%).
- (iv) Upon completion of ten (10) years of employment with the Company, the Company's contribution deposited into the

employee's Registered Retirement Savings Plan shall increase to five percent (5%).

- (v) The Company and the Union agree that London Life Insurance Company will handle the administration of each employee's Registered Retirement Savings Plan.

19:06 It is agreed by Signal Industries that any bargaining unit member bringing new work to the Company will be paid a two (2%) percent commission on the first net invoice amount billed to said referral.

Article 20 Annual Vacations

20:01 The vacation year is recognized as January 1st to December 31st inclusive, each year.

20:02 Vacations with pay at regular rates or a percentage of the employee's total earnings, whichever is the greater, shall be granted in accordance with the employee's years of employment as follows:

- (a) Less than one (1) year - One and one-quarter (1 ¼) days for each month of service to be taken in the vacation year following the year in which the vacation is earned; (6%)
- (b) One (1) year or more - Fifteen (15) working days to be taken in the second full year of employment and yearly thereafter; (6%)
- (c) Eight (8) years or more - Twenty (20) working days to be taken in the ninth (9th) full year of employment and yearly thereafter; (8%)
- (d) Seventeen (17) years or more - Twenty-five (25) working days to be taken in the eighteenth (18th) full year of employment and yearly thereafter; (10%)

- (e) Thirty (30) years or more - Thirty (30) working days to be taken in the thirty-first (31st) full year of employment and yearly thereafter. (12%)

- 20:03** Vacation lists shall be posted in places accessible to employees upon which they shall indicate their preferences as to vacation dates. Employees with the longest service will have priority. Vacation schedules shall be prepared and posted not later than April 15th each year. Written notice must be given to payroll two (2) weeks prior to start date.
- 20:04** Vacations and vacation pay shall be taken in increments of one (1), two (2) or three (3) week intervals and shall be paid out accordingly. All vacation time shall be paid out and hours used at that time. (Example: Requested one [1] week [five (5) days] vacation, Company will pay out dollar value and employee will take time off. No vacation monies paid out without time off taken.)
- 20:05** (a) When a holiday occurs during an employee's vacation, an extra days vacation, consecutive with the regular vacation, shall be granted, only after notifying the **Branch Manager or Plant Manager**.
- (b) **When an employee becomes ill during their scheduled vacation, an extra day(s) vacation, consecutive with the regular vacation; shall be granted, only after notifying the Branch Manager or Plant Manager and a doctor's certificate supplied. Sick day(s) will be paid from the employee's accumulated sick leave.**
- 20:06** If the employment of an employee is terminated at any time from the commencement of his/her employment, the Company shall pay to him/her in addition to all other amounts due to him/her, six percent (6%) of his/her total earnings earned by

him/her for the period employed, but if the employee has received annual vacation with pay at any time during his/her employment, the Company shall pay to him/her six percent (6%) of his/her total earnings from the date she/he became entitled to his/her last annual vacation to the date of his/her termination. An employee who has eight (8) or more years of service on termination, shall be paid eight percent (8%) of his/her total earnings. An employee who has seventeen (17) or more years of service on termination, shall be paid ten percent (10%) of his her total earnings. An employee who has thirty (30) or more years of service on termination, shall be paid twelve percent (12%) of his/her total earnings.

20:07 When an employee is on vacation, he/she shall receive their vacation pay on the same schedule as their regular pay.

20:08 In the case of a part-time employee, the Company shall pay him/her six percent (6%) of his/her total earnings as vacation pay.

Article 21 Sick Leave

21:01 It is agreed by both parties that sick leave shall be granted where an employee is unable to be at work and perform his/her regular duties as a result of illness or injury. Sick leave shall not be payable in advance.

21:02 The sick leave that an employee shall be able to access shall accumulate at the rate of one (1) day per month of service.

21:03 Sick leave shall not accumulate beyond seventy (70) working days.

21:04 Sick leave shall not accumulate during periods when an employee is:

- (a) absent on sick leave and/or absent on Workers Compensation for a period of more than ten (10) consecutive working days; or
 - (b) absent without leave; or
 - (c) absent on leave without pay.
- 21:05** (a) Where an employee is to be absent because of illness, the employee shall endeavour to notify his/her **Branch Manager/Plant Manager** at least one (1) hour prior to and not more than thirty (30) minutes after the normal hour of beginning work, or as soon thereafter as possible.
- (b) **On the second consecutive day of absence because of illness, the employee, if able, must contact the Branch Manager/Plant Manager during regular work hours to advise if they will be in the following work day or if not, when they expect to be in.**
- 21:06** (a) The Employer may require a medical certificate as proof of illness **after three (3) consecutive days of illness and, any costs associated with such certificate shall be paid by the Employer.**
- (b) **The Employer may require a medical certificate after one (1) day of illness if an employee has received warning regarding frequent absences in the past and, any costs associated with such certificate shall be paid by the employee.**
- 21:07** Upon retirement employees will be paid out any unused sick leave credits up to a maximum of seventy (70) days.
- 21:08** Each employee will be eligible for a maximum of five (5) days of Family Leave to be deducted from the sick leave bank each calendar year for the purpose of providing care to a sick child,

spouse, or parent. A Doctor's note may need to be obtained if required by the **Company**.

Article 22 Technological Change

- 22:01** For purposes of this Article, Technological Change means the introduction of equipment or material into the workplace which is likely to affect the employment of employees.
- 22:02** The Company agrees that it will endeavor to introduce Technological Change in a manner which will minimize the disruptive effects on employees.
- 22:03** The Company agrees that it shall provide the Union with reasonable notice of Technological Change which may affect members' employment. The parties shall then meet to discuss the impact of the change and the steps to be taken to assist employees affected.
- 22:04** No employee covered by this Agreement shall lose his/her employment as the result of the introduction of Technological Change.

Article 23 Disciplinary Action

- 23:01** An employee shall only be disciplined for just cause. An employee who receives, in the presence of a Union Steward,
- (a) one (1) verbal reprimand, and
 - (b) two (2) written reprimands,
- regarding the same issue, and which are noted on the employee's personnel file, within one (1) year time span, may be subject to dismissal for just cause.

- 23:02** A hearing may be held with an employee prior to making a determination to discipline an employee. The employee shall be advised of their right to have a Union representative present.
- 23:03** Where disciplinary action has been taken, the employee shall be advised in writing of the disciplinary action and the circumstances and actions which made the disciplinary action necessary. The employee shall sign a copy only to acknowledge its receipt and shall retain a copy.
- 23:04** Should an employee inadvertently, or otherwise, be penalized, laid off, dismissed, recalled, promoted, demoted or transferred out of his/her job classification and it is later established that such penalty, layoff, dismissal, recall or failure to recall, promotion, demotion or transfer was unfair and/or not in accordance with the provisions of this Agreement, she/he shall immediately be returned to his/her former status in all respects and shall be compensated for all monetary loss suffered by reasons of such penalty, layoff, recall, or failure, promotion, demotion, dismissal or transfer.

Article 24 Justice and Dignity

- 24:01 (a)** In order to ensure justice and fairness in the handling of disciplinary situations, the Company agrees that the concept of “innocent until proven guilty” shall apply in all instances of discipline (suspension, dismissal, etc.). **If the discipline has not been progressive**, the employee(s) shall not have the penalty imposed (loss of pay, benefits, etc.) until the matter has been **fully investigated by the Company**.
- (b)** It is agreed that in instances where there may be a threat(s) to anyone’s physical well-being or Plant property, **the provisions of Article 24:01 (a) shall not apply**.

Article 25 Grievance Procedure

- 25:01** A grievance is defined as a complaint in writing concerning:
- (a) the application, interpretation, or an alleged violation of an Article of this Agreement or a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties hereto;
 - (b) the dismissal, suspension, demotion, written reprimand or discipline of an employee; and
 - (c) the working conditions of an employee(s) at the Company.
- 25:02** Either party hereto may request an extension of time limits within this Agreement; such an extension, if requested, shall not be unreasonably withheld by the other party. Such an agreed to extension should be verified in writing.
- 25:03** All policy or group grievances as well as those concerning discipline, demotion, suspension, dismissal, non-selection for a promotion or vacancy, layoff and recall to work shall be filed directly to Step Two (2) Manager within ten (10) working days of the employee becoming aware of the circumstances giving rise to the grievance. All other grievances will be filed at Step One.
- 25:04** The Union has the right to be involved in all discussions to resolve issues in dispute arising out of this Agreement, before they evolve into grievances.
- 25:05** An employee has the right to Union representation in any meeting with the Company affecting the welfare of his/**her** employment.
- 25:06** An employee or the Union may process a grievance which shall be dealt with as follows:

Step 1

The matter shall be discussed at a meeting with a Union Representative and the grievor, if **he/she** so wishes, and the **Plant Manager** who shall render a written decision on the grievance within three (3) working days from the date of such a meeting.

Step 2

If a satisfactory settlement is not reached at Step 1, then the grievance shall be submitted in writing to the **Branch** Manager within ten (10) working days of receipt of the decision at Step 1. If the grievance cannot be presented in person it may be sent by registered mail. The **Branch** Manager shall meet with the grievor and a Union representative and a written reply shall be delivered to the Union within seven (7) days of the date of the meeting.

Step 3

If a satisfactory settlement is not reached under Step 2, then upon request of either party, the grievance shall be submitted to arbitration by providing written notice to the other party, within twenty (20) working days of receipt of the decision at Step 2.

Article 26 Arbitration Procedure

- 26:01** The Board of Arbitration shall be composed of one (1) Company representative, one (1) Union representative and a Chairperson selected by the two (2) members named by the parties.
- 26:02** Nothing shall preclude the Company and Union from electing to select a single Arbitrator who shall be considered an Arbitration Board for purposes of this Agreement.

- 26:03** No person shall serve on the Board of Arbitration who is an employee, member or representative of the Company or Union, or who is directly involved in the labour controversy under local consideration.
- 26:04** Grievances taken before the Board of Arbitration shall be submitted in writing and shall specify clearly the nature of the grievance.
- 26:05** When the Board of Arbitration has been formed in accordance with this Article, it shall meet and hear the evidence of both sides and render a decision within fourteen (14) days after it has completed its hearing and investigations.
- 26:06** The Board of Arbitration in reaching its decision, shall be governed by the provisions of this Agreement. A decision of a majority of the Board shall be taken to be the decision of the Board and shall be final and binding on all parties concerned.
- 26:07** It is distinctly understood that the Board of Arbitration is not vested with the power to change, modify, or alter this Agreement in any of its parts. The Board may, however, interpret the provisions of this Agreement and may, in its discretion, impose a less severe penalty than that imposed by the Company.
- 26:08** It is agreed that the expenses of the Chairperson of the Board of Arbitration shall be borne equally by the Company and the Union.

Article 27 Health and Safety

- 27:01** The Union and the **Company** agree that it is in the best interest of both parties to make every reasonable effort to prevent workplace accidents and provide a safe work environment. It is further agreed that both parties should be responsible for

Health and Safety requirements and in order to do so a **Occupational** Health and Safety Committee shall be established under the Provincial Workplace Health and Safety Regulations.

- 27:02** The Company shall provide a sufficient amount of time for the co-chairs of the Occupational Health and Safety Committee to orientate any new employee on any matters concerning occupational health and safety. This half hour should be prior to the new employee performing any work.
- 27:03** The Company shall supply appropriate safety equipment to employees engaged in work requiring such equipment.
- 27:04** The **Company** will conduct any meetings required by Manitoba Legislation to support the safety program. These meetings will be attended by no less than one (1) member of management and labour and no more than two (2). Any requirements stipulated by law with respect to reporting, forms, etc. will be adhered to.
- 27:05** Any employee who recognizes a safety or health risk to himself or others will report the matter to management and members of the **Occupational Health and Safety** Committee.

Article 28 Jury Duty

- 28:01** Employees summoned to jury duty or who receives a summons as a witness in a court proceeding, other than proceeding occasioned by the employee's private affairs, shall be paid wages amounting to the difference between the amount paid them for jury services and the amount they would have earned had they worked on such days, to a maximum of five (5) days. This does not apply if the employee is excused from jury duty for the rest of that day or days and fails to report back to work, or if jury duty occurs on the employee's scheduled day off.

Article 29 Leave of Absence

- 29:01** On completion of the probationary period, an employee shall be granted leave of absence without pay and without loss of seniority for maternity purposes. Employees on maternity leave shall have their seniority preserved for a period of twelve (12) months from the date leave commenced. Employees may be required to take leave of absence three (3) months prior to giving birth. To qualify for leave of absence, employees shall supply the Company with a medical certificate indicating the probable date of birth. Employees shall advise the Company two (2) weeks in advance of returning to work.
- 29:02** Upon completion of one (1) years service, an employee shall be entitled to one (1) years leave of absence without pay, but with maintenance of seniority rights, for the purpose of education upgrading or training.
- 29:03** (a) **After completing their probation period**, special leave of absence with pay shall be granted for up to three (3) working days in case of pressing emergency for employees. Pressing emergency shall include death, critical accident or critical illness in the immediate family of the employee or employee's spouse (including common law **or life partner**). Immediate family shall mean, mother, father, **step-parents**, sister, brother, **spouse or common law spouse or life partner, fiancé**, child, **foster child**, grandchildren and grandparents, **brother in law, sister in law, common law brother or sister in law, daughter in law, son in law, and any relative living under the same roof.**
- (b) **After completing their probation period, one (1) day leave shall be granted without pay to attend a funeral of a co-worker, friend, neighbor, or as a formal participant (which includes Pallbearer, Eulogist,**

Service Participant, or designated Honorary Pallbearer). After advising the Branch Manager, the employee may use a sick day, vacation day or EDO to receive payment for that day.

- (c) After completing their probation period, a further two (2) days leave shall be granted without pay, if requested, to attend a funeral more than five hundred (500) kilometers away. After advising the Branch Manager, the employee may use a sick day(s), vacation day(s), or EDO(s) to receive payment for the day(s).
- (d) The Company reserves the right to request verification of the facts surrounding the request for leave of absence.

29:04 Except as otherwise provided, maintenance of employee benefits during leave of absence without pay shall be conditional upon the employee paying the full cost of such plans.

29:05 In the case of an employee being absent from work because of temporary illness or non-occupational accident, or because of an occupational accident, when **he/she** returns to work and is physically unable to do the same work or similar work to that which **he/she** was doing prior to his/her absence, the Company will endeavour to find for him/her such suitable work as may be available.

Article 30 Footwear

30:01 Upon completion of his/her first **six (6) months** of employment, **and** once every **year thereafter**, an employee shall be entitled to claim one hundred twenty dollars (\$120.00) to help offset the cost of approved safety footwear and/or blue coveralls. The footwear must be Canadian Standards

Association (CSA) approved and proof of purchase must be provided.

Article 31 Duration

- 31:01** This Agreement shall be in effect from and including the 1st day of February, **2011** and shall remain in force until and including the 31st day of January, **2014**, and thereafter from year to year, unless either party hereto gives notice in writing to the other party of its intention to negotiate a revision or a revision and renewal of the Agreement, not less than thirty (30) days and not more than sixty (60) days before the expiry date of the Agreement (which shall be January 31st, **2014** or on any January 31st annual anniversary date thereafter).
- 31:02** Written notice will be provided no sooner than December 1st and no later than January 1st each year.
- 31:03** The party giving notice to negotiate shall forward, in writing, to the other party its proposals for revision and renewal of this Agreement. The parties hereto shall meet within sixty (60) days thereafter to commence negotiations.

Article 32 Joint Labour/Management Committee

- 32:01** The parties hereto agree to a joint Labour/ Management Committee being established to deal with such matters of mutual concern as may arise from time to time in the operation of Signal Industries (1998) Manitoba Ltd. and to discuss with a view to resolving and/or preventing potential grievances.
- 32:02** The Committee shall be composed of equal representation from the Employer and the Local Union with the total Committee representation not to exceed four (4) members,

including the Union Representative and the Company's Representative who may attend for consultation(s).

- 32:03 The Committee shall meet quarterly at a mutually agreeable time. A joint agenda will be prepared on a rotating basis and shall be submitted prior to the meeting. Any additional items will be agreed to be included at the meeting if both parties agree.
- 32:04 The Committee shall not have jurisdiction over wages, or any other matter of collective bargaining including the administration of this Collective Agreement. The Committee shall not supersede the activities of any committee of the Union or the Employer and does not have the power to bind either the Union or its members or the Employer to any decision or conclusions reached that may contravene the Collective Agreement.

Appendix “A”

Job Classifications and Wage Rates

- (a) The following job classifications and hourly wage rates shall apply to all employees covered by this Agreement.
- (b) Wage increases reference this new pay plan and the slotting portion of the Memorandum of Agreement.
- (c) “Hours” means hours worked.


Hourly Wage Rates

Job classification format below remains in effect until 12 employees are covered by the Union Agreement, the parties agree to meet thereafter to negotiate a new job classification(s); any disputes arising will be referred to Arbitration in accordance with this Agreement.


Shop	Start	2080 hrs	4160 hrs	6240 hrs	20,800 hrs	31,200 hrs		
Foreman		Step 1	Step 2	Step 3	Step 4	Step 5		
Feb 1/11	15.80	15.85	16.45	16.92	17.08	17.20		
Feb 1/12	16.04	16.10	16.70	17.17	17.50	17.75		
Feb 1/13	16.23	16.30	16.90	17.38	17.85	17.95		
Production	Start	6 mos.	18 mos.	30 mos.	42 mos.	54 mos.	72 mos.	120 mos.
Workers								
Feb 1/11	10.25	10.75	11.00	11.55	12.11	12.68	12.75	12.81
Feb 1/12	10.40	10.91	11.17	1.72	12.29	12.87	13.00	13.07
Feb 1/13	10.52	11.04	11.30	11.86	12.44	13.02	13.26	13.33
Graphic	Start	6 mos.	18 mos.	30 mos.	42 mos.	54 mos.	72 mos.	120 mos.
Artists								
Feb 1/11	11.10	11.69	12.25	12.80	13.38	13.93	14.00	14.14
Feb 1/12	11.27	11.87	12.43	12.99	13.58	14.14	14.28	14.42
Feb 1/13	11.41	12.01	12.58	13.15	13.75	14.31	14.32	14.42

In witness whereof, the undersigned set their hands for and on behalf of Signal Industries (1998) Manitoba Ltd. and the Manitoba Government and General Employees' Union.

This agreement signed this 04 day of April A.D., 2011



On behalf of Signal Industries (1998)
Manitoba, Ltd.



On behalf of Signal Industries (1998)
Manitoba, Ltd.



On behalf of the Manitoba Government and
General Employees Union



On behalf of the Manitoba Government and
General Employees Union

Letter of Understanding

between

Signal Industries (1998) Manitoba Ltd.

and

Manitoba Government and General Employees' Union

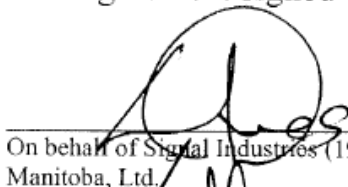
Re: Shop Operations

The Union and the Company agree that they are both committed to ensuring and enhancing the viability of the Dauphin and Manitoba operations of Signal Industries. As part of this commitment, both parties agree to work together to discuss ways to improve and expand the Manitoba operations.

The Company acknowledges that job security is an important concern for all employees, and while they cannot promise job security, will work towards maintaining workers employment by making available training opportunities for new skills and types of work, which may be performed in the Dauphin shop.

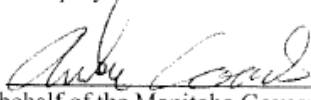
Further the Company and Union agree that in the event that layoffs occur, notice will be given so that the parties have the opportunity to meet and discuss the reasons for the layoffs, and to explore other options which may exist.

This agreement signed this 04 day of April A.D., 2011


On behalf of Signal Industries (1998)
Manitoba, Ltd.


On behalf of Signal Industries (1998)
Manitoba, Ltd.


On behalf of the Manitoba Government and
General Employees Union


On behalf of the Manitoba Government and
General Employees Union