

# **REFRIGERATION & AIR CONDITIONING AGREEMENT**

**Collective Agreement for Service and Maintenance**

**THIS AGREEMENT ENTERED INTO THIS 3RD DAY OF MAY, 2015**

**BY AND BETWEEN:**

**DF DISPLAY FIXTURES REFRIGERATION**  
(hereinafter referred to as "the Employer")

**AND:**

**UNITED ASSOCIATION OF JOURNEYMEN AND  
APPRENTICES OF THE PLUMBING AND PIPEFITTING  
INDUSTRY OF THE UNITED STATES AND CANADA LOCAL  
UNION 516,**  
(hereinafter referred to as "the Union")

The Employer and Local Union 516 do enter into this Agreement, with jurisdiction in the entire Province of British Columbia, the clauses of which are outlined and the terms prescribed in this Agreement.

**May 3, 2015 to May 5, 2018**

## INDEX

Article 1. Purpose.....	2
Article 2. Union Recognition.....	2
Article 3. Management’s Rights.....	2
Article 4. Non-Discrimination.....	3
Article 5. Union Representation.....	3
Article 6. Strikes or Lockouts.....	4
Article 7. Employment Policy and Union Membership.....	4
Article 8. Checkoff.....	5
Article 9. Classification and Rates of Pay.....	5
Article 10. Hours of Work and Overtime.....	6
Article 11. Vacation and Vacation Pay.....	7
Article 12. Holidays.....	8
Article 13. Seniority, Layoff and Promotions.....	8
Article 14. Technological Change.....	10
Article 15. Transportation, Travel Time and Out-Of-Town Jobs.....	10
Article 16. Insurance.....	11
Article 17. Retirement Funds.....	11
Article 18. Tools.....	11
Article 19. Health & Safety.....	12
Article 20. Union-Management Relations.....	12
Article 21. Leaves of Absence.....	14
Article 22. Education and Training Fund.....	15
Article 23. Rehabilitation Fund.....	15
Article 24. Grievance Procedure.....	16
Article 25. Arbitration.....	16
Article 26. Discharge, Suspension and Warning.....	18
Article 27. Duration.....	18
Schedule “A” Classification and Hourly Rates.....	20
Schedule “B” Tool List.....	24
Schedule “C” Tool List.....	25
Schedule “D” TOOL FUND Letter of Understanding.....	25

## **ARTICLE 1 - PURPOSE**

- 1.01 It is the intent and purpose of the parties to this Agreement, which has been negotiated and entered into in good faith:
- a) to recognize mutually the respective rights, responsibilities, and functions of the parties hereto;
  - b) to provide and maintain working conditions, hours of work, wage rates and benefits set forth herein;
  - c) to establish an equitable system for the promotion, layoff and recall of employees;
  - d) to establish a just and prompt procedure for the disposition of grievances;
  - e) and generally, through the full and fair administration of all terms and provisions contained herein, to develop and achieve a relationship among the Union, the Employer, and the employees which will be conducive to their mutual wellbeing.
  - f) The Company and the Union strive to provide the best "value" to the business units that are serviced by Display Fixtures. Through this approach the continuing prosperity of the Company and Employees can be developed. Recognition that change is required on an ongoing basis is key to this continued prosperity. A competitive offering to the business units serviced is essential. Training and the continued adoption of technology is essential to ensure continued success and prosperity.

## **ARTICLE 2 - UNION RECOGNITION**

- 2.01 The Employer recognizes the Union as the sole bargaining agent of all employees working in the Province of British Columbia in the bargaining unit and as classified in Schedule "A."

## **ARTICLE 3 - MANAGEMENT'S RIGHTS**

- 3.01 The management and the direction of the working force are the sole rights of the Employer including the right to:
- a) plan, organize, direct and control operations;
  - b) schedule and assign work to employees;
  - c) determine the means, method, processes and schedules of operation;
  - d) contract work where necessary;
  - e) establish production standards;

- f) maintain the efficiency of employees;
- g) establish and require employees to observe the Employer's rules and regulations;
- h) hire, layoff, transfer or dismiss employees;
- i) discontinue jobs;
- j) maintain order and suspend, promote, demote, discipline, and discharge employees;
- k) decide employee qualifications;
- l) determine merchandise it may handle, process, manufacture, package or sell;

provided that all such actions are consistent with the terms of this Agreement and provided that a claim by any employee that he has been disciplined or discharged without just cause will be subject to the grievance procedure.

- 3.02 The foregoing enumeration of management's functions shall not be deemed to exclude other functions not specifically set forth in this section.
- 3.03 With respect to 3.01 (d) above this will include situations where the Employer does not have the necessary facilities or equipment or where the Employer does not have the required manpower with the necessary technical skills. This will be deemed to include employees of the Employer brought in from other provinces to perform installation work for periods of up to ninety (90) days.

**ARTICLE 4 - NON-DISCRIMINATION**

- 4.01 Neither the Employer nor the Union will discriminate in any manner against any employee because of race, religion, age, sex, creed, colour, national origin, membership or non-membership in the Union.

**ARTICLE 5 - UNION REPRESENTATION**

- 5.01 Except as permitted by this Collective Agreement, there shall be no Union activities on Employer time or premises without the prior permission of management.
- 5.02 For the purpose of representation with the Employer, the Union shall function and be recognized as follows:
  - a) The Union has the right to appoint Stewards. The Stewards are representatives of the employees in certain matters pertaining to this Agreement, including the processing of grievances.
  - b) UA Representatives are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments or renewals of this Agreement and enforcing the employees' collective bargaining rights and any other rights under this Agreement, and under the law.

- 5.03 The Union agrees to notify the Employer in writing of the names of its officials and the effective dates of their appointments.
- 5.04 Stewards will not absent themselves from their work to deal with grievances without first obtaining permission of the Employer. Permission will not be withheld unreasonably but wherever possible such meetings will take place during rest and meal periods so as not to interfere with the efficient operation of the Branch.
- 5.05 The Employer may meet periodically with his employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union and the employees. A UA Representative may attend such meetings.
- 5.06 There shall be no Union activity on Employer's time, or on Employer's premises except that which is necessary for the processing of grievances and the administration and enforcement of this Agreement.

#### **ARTICLE 6 - STRIKES OR LOCKOUTS**

- 6.01 During the term of this Agreement, or while negotiations for a further Agreement are being held, the Union will not permit or encourage any strike, slowdown, or any stoppage of work or otherwise restrict or interfere with the Employer's operation through its members. The Union further agrees that an employee or employees that participate in or encourage any such action will be subjected to discipline or discharge. The term "slow down" shall mean wilful restriction or reduction of production by an employee which is within such employee's reasonable control.
- 6.02 During the term of this Agreement, or while negotiations for a further Agreement are being held, the Employer will not engage in any lockout of its employees or deliberately send employees home when this is not warranted by the workload.
- 6.03 It is the intention of the parties that during the life of this Agreement all disputes as to the meaning and application of this Agreement shall be handled in accordance with the provisions of the Grievance Procedure of this Agreement or the provisions of the B.C. Labour Relations Code.

#### **ARTICLE 7 - EMPLOYMENT POLICY AND UNION MEMBERSHIP**

- 7.01 The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer will give preference to Union members for employment, provided such applicants in the opinion of the Employer are qualified to meet the requirements of the job.
- 7.02 In support of the Company's efforts to provide quality service to the business units through management and employee skills, the Parties agree that the UA Standard for Excellence criteria as agreed by the Parties will form part of this Agreement and that jointly cost shared monthly meetings may be scheduled by the Company in support of the provision of quality service to the business units.
- 7.03 New employees shall be on probation for a period of six (6) months, and thereafter shall attain regular employment status.

- 7.04 Probationary employees are covered by the Agreement, excepting those provisions which specifically exclude such employees. During the probation period, new employees may be discharged by the Employer at its' discretion. The Employer agrees to not act in bad faith or in a discriminatory or arbitrary manner with respect to the termination of probationary employees. This will not affect the rights of employees under Article 24.
- 7.05 New employees will be informed at time of hire of the contractual relationship between the Employer and the Union. The Employer will communicate the hiring of a new employee by memo, indicating name, address, starting date, classification, and wage rate. Within the probationary period, any new employee will be referred by the Employer to a Steward, or a UA Representative in order to give such Steward or UA Representative an opportunity to describe the Union's purpose and representation policies.

#### **ARTICLE 8 - CHECKOFF**

- 8.01 The Union agrees it will make membership in the Union available to all employees covered by this Agreement on the same terms and conditions as are applicable to other members of the Union.
- 8.02 The Employer is hereby authorized to deduct, each period, Union dues from each employee's pay, commencing with the start of employment.
- 8.03 The Employer agrees to check off from each employee the amount equal to Union dues, each pay period. The total amount checked off will be turned over to the Union Treasurer each period, within two (2) weeks after period end, together with an itemized list of the employees for whom the deductions are made and the amount checked off for each which is normally 1% of employee's gross wages earned. The Union shall save the Employer harmless for all such deductions.
- 8.04 A one cent (\$0.01) deduction will be made for each hour worked by each Journeyperson or Apprentice to the Canadian Building Trades fund. These monies will be submitted to the Union each period.

#### **ARTICLE 9 - CLASSIFICATIONS AND RATES OF PAY**

- 9.01 Rates of pay applicable to various classifications are as set forth in Schedule "A" attached hereto and made part hereof.
- 9.02 Additional classifications may be established only by mutual agreement between the Employer and the Union during the term of this Agreement, and the rates for same shall be subject to negotiation between the Employer and the Union. If no agreement is reached, either party may resort to the Grievance Procedure.
- 9.03 When an employee is requested by the Employer to standby and be available to perform emergency work outside of the scheduled hours of work, he shall be paid one (1) hour per day at regular rates plus hours worked at the prevailing rate on Monday through Friday and one and one-half (1½) hours per day at regular rates plus hours worked at the prevailing rate on Saturday and Sunday. (Maximum eight (8) hours per week.) Standby time will be paid on the basic hourly rate exclusive of all benefits and tickets.

- 9.04 The Employer agrees to pay two (2) hours of wages in the event that the employee reports for work in the usual manner and is prevented from starting work due to any cause not within his control.
- 9.05 If an employee begins work, he shall be entitled to a minimum of four (4) hours pay unless he leaves work by his own volition.

**ARTICLE 10 - HOURS OF WORK AND OVERTIME**

- 10.01 The normal work week shall consist of five (5) eight - (8) hour work days, Monday to Friday inclusive. By mutual agreement between the Employer, employee and Union, the work week may be compressed to four (4) only - ten (10) hour work days at straight time.
- 10.02 Work performed in excess of eight (8) hours per day, and forty (40) hours per week, shall be paid at the rate of one and one-half (1½) times the regular rate of pay except for a compressed work week where overtime shall be adjusted accordingly. Work performed in excess of eleven (11) hours per day and forty-eight (48) hours per week (excluding daily overtime) shall be paid at the rate of two (2) times the regular rate of pay.
- 10.03 Employees required to work on any day when at least one half of their working hours fall between 6:00 pm to 6:00 am shall be paid a premium for all hours worked, as follows: Journeymen - \$1.00 per hour; Apprentices - 60 cents per hour.
- 10.04 Employees who are required to perform work on Saturday shall be paid at the rate of one and one-half (1½) times the regular rate of pay for the first eight (8) hours and two (2) times the regular rate thereafter, irrespective of weekly hours.

Employees may, at their option, work at straight time pay for eight (8) hours on a Saturday in order to make up for time lost during the regular workweek due to inclement weather or other cause beyond the control of the Employer.

Where it is mutually agreed between the Employer and Employee, an Employee's normal work week may include Saturday as a normal straight time day and his other day off would be on an overtime basis if he is required to work one that day. The Employer agrees to guarantee eight (8) hours pay at the straight time rate for work performed on Saturdays when this paragraph becomes operative. Such work to be pre-scheduled and days off to be consecutive.

- 10.05 There shall be two (2) rest periods (or coffee breaks), with pay, of ten (10) minutes duration each, daily.
- 10.06 If Sunday work is necessary, time worked shall be paid at the rate of two (2) times the regular rate of pay for such hours, irrespective of weekly hours.

10.07 The parties recognize the many variables associated with installation work, particularly on new construction sites as opposed to service work on existing equipment. These variables can result in significant deviations from the normal work week.

When installation jobs arise which call for variations to the hours of work provisions, the parties will meet to endeavour to arrive at mutually satisfactory arrangements to ensure the required work is completed on time and according to specifications. Such discussions will include but not be limited to: hours of work, work days/week, method of payment, overtime, shift premium, banking of hours, etc.

10.08 Any employee who earns in excess of forty (40) hours in any week shall have the option of banking these hours at the rate they were earned. Time off for banked hours must be pre-approved by the Employer prior to the requested time being taken and will be scheduled at the Employer's discretion. Requests for payment of banked time must be recorded on the employee's time sheet, which will be paid out on the next regular pay day.

10.09 In the event than an employee is unable to attend work due to illness or other reasons deemed acceptable to the Employer, the employee must provide the Employer with as much notice as possible, but in any event, not less than one (1) hour.

10.10 If an employee has worked 8 hours or less during his regular shift earlier that day and is later called out to service on that same day, he will be paid at 1.5X the regular rate for the first three (3) hours of the call out and 2X the regular rate for all subsequent call out hours that day. If an employee has worked in excess of eight (8) hours during his regular shift earlier that day and is later called out to service on that same day, the appropriate prevailing overtime rate(s) shall apply. For example, an employee that has already worked ten (10) hours (eight hours at regular time and two hours at 1.5X) would be paid at the overtime rate of 1.5X his regular hourly rate for the first hour of the call out and 2X for all subsequent call out hours that day.

#### **ARTICLE 11 - VACATION AND VACATION PAY**

11.01 Vacation pay shall be paid every pay day, calculated as a percentage of gross earning based on the completion of the following periods of service:

- 1 - 3 years of service = 4%;
- 4 - 8 years of service = 6%;
- 9 years and thereafter = 8%;

Employees with 1-3 years of service will be eligible for 2 weeks unpaid leave per year for vacation purposes; employees with 4-8 years of service will be eligible for 3 weeks unpaid leave per year for vacation purposes; employees with 9 or more years of service will be eligible for 4 weeks unpaid leave per year for vacation purposes.

The Employer will endeavour to grant unpaid leave at the time requested, in the vacation season or period, considering business requirements. During prime time (June 15 - September 15) employees may be limited to two (2) weeks off.



11.02 One additional day off without pay may be taken by the Employee within one week (either side) of the Employee's birthday.

**ARTICLE 12 - HOLIDAYS**

12.01 The Employer agrees to pay at regular rates of eight (8) hours per day for the following eleven (11) statutory holidays as they occur:

New Year's Day	British Columbia Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
	Boxing Day

Any additional statutory holidays declared by either the Federal or Provincial Government shall be covered by the provisions of this Article.

12.02 Employees working on an out-of-town installation shall have the option of working on the holiday at the regular rate of pay and substituting a mutually agreed alternate day with pay, in lieu of the holiday. This provision will be subject to agreement by all employees concerned, prior to the start of the project.

12.03 If an employee is required to work on one of the above mentioned holidays, he shall be paid at the rate of two (2) times the regular rate of pay in addition to his holiday pay.

12.04 If one of the above-named statutory holidays falls on an employee's regularly scheduled day off, the holiday will be recognized on day(s) determined by the Employer in conjunction with corporate policy. Such alternate days to be observed will be posted by the Employer no later than January 31st in each year.

**ARTICLE 13 - SENIORITY, LAYOFF AND PROMOTIONS**

13.01 Seniority of employees shall be recognized because the parties agree that job opportunity should increase in proportion to length of continuous service. New employees shall be placed on a full-time or part-time seniority list, as applicable, upon completion of their probationary period and their seniority shall be dated back to the date of their most recent hiring.

13.02 Seniority lists, the accuracy of which has been agreed to on behalf of the Union in writing, shall be maintained at all times by the Employer. The Union shall be mailed a copy of the seniority list on a regular basis to permit inspection and to allow the Union to ascertain the seniority status of an employee within its jurisdiction.

- 13.03 Seniority rights shall cease for an employee who:
- a) voluntarily terminates his employment;
  - b) is discharged and such discharge is not reversed through the Grievance Procedure;
  - c) is laid off;
  - d) is absent due to a job related sickness or injury for a continuous period of more than twelve (12) months;
  - e) is absent due to a non-work related sickness or injury for a continuous period of more than six (6) months;
  - f) is absent without permission in excess of three (3) consecutive days without valid reason and/or without proper notice.
- 13.04 When a reduction of the workforce is required, Probationary employees shall be laid off first. If further reductions are necessary, the Employer and the Union shall discuss the order of layoff and in doing so they shall be guided by the following considerations:
- a) first, ability and qualification of the employees to perform the work;
  - b) if the ability and qualifications of two (2) or more employees are relatively equal, then seniority shall prevail.
- Recall from layoff shall be at the discretion of the Employer.
- 13.05 Whenever possible, employees shall receive one (1) week's notice of layoff.
- 13.06 Whenever possible, any employee who voluntarily quits the employ of the Employer shall give one (1) week's notice to the Employer to enable the Employer to hire an adequate replacement.
- 13.07 Any employee laid off and recalled for work must return within two (2) calendar days when unemployed and within seven (7) days when employed elsewhere, or make definite arrangements with the Employer concerning the date of his return. Employees shall inform the Employer if they should leave on vacation or be unavailable for recall during layoff.
- 13.08 Where job requirements in new stores, renovations, installations, or construction work can be handled by junior employees, the Company shall assign that work to appropriately suited employees. Senior employees will not be denied work on these jobs where their skills and experience are necessary as determined by the Company.
- 13.09 The amount the employer is obligated to pay in case of lay off becomes payable upon termination of the employment and is calculated based on forty (40) hours per week except when the employee's regular work week is less than forty (40) in which case the lesser applies.

13.10 The Company aims to be fair and equitable with the allocation of work. In periods where the allocation of work is of concern to the union, upon their request the Company will speak with the union with the view of finding a mutually acceptable solution.

#### **ARTICLE 14 - TECHNOLOGICAL CHANGE**

14.01 The Employer shall notify the Union three (3) months in advance of his intent to institute material changes in production methods or facilities, which would result in retraining, layoff or termination of employees.

14.02 Any dispute in relation to adjustment to technological change must be referred to arbitration as provided for in Article 25.

#### **ARTICLE 15 - TRANSPORTATION, TRAVEL TIME AND OUT-OF-TOWN JOBS**

15.01 a) Travel time for service calls shall be paid by the Employer at the employee's straight time hourly rate of pay. The Employer will provide transportation from the shop or, if scheduled by the Employer to work on subsequent days at the same location, the employee may be directed to report to the work site instead of the shop. All travel in the Lower Mainland up to 264th Street, Langley will be paid at the regular hourly rate of one-half (½) hour. Travel to Aldergrove, Abbotsford and Mission will be paid at the regular hourly rate of one (1) hour. Travel to Chilliwack will be paid at the regular hourly rate of one and one-half (1½) hours.

b) Employees will be expected to be ready to start work at the commencement of their shift on installation job sites within a seventy-five (75) kilometre free travel zone from the Employer's shop. Job sites outside the seventy-five (75) km free zone shall be considered "out-of-town", and subject to Article 15.06. All travel outside the free zone shall be paid at regular hourly rates.

15.02 The Employer will endeavour to give employees advance notice when out-of-town work is required, and the approximate duration of this work.

15.03 If an employee is requested to use his personal vehicle on a casual basis for company use, he will be reimbursed at the rate of forty-two cents (42¢) per kilometre.

15.04 Out-of-town travel shall not be considered hours worked for purposes of calculating daily or weekly overtime. However, any combination of travel time and hours worked beyond forty (40) hours per week shall be voluntary and requires mutual consent of the employee and the Employer.

15.05 When out-of-town travel is required, the Employer will provide accommodation and pay employees an allowance of fifty dollars (\$50.00) per day without receipts. The Employer will provide single sleeping accommodation however, in the case of a multiple bedroom suite or chalet; accommodation may be assigned on the basis of two persons to the suite or chalet. Should an employee upgrade their room, any difference in cost will be the responsibility of the employee.

- 15.06 On out-of-town projects not covered by the provisions of Article 15, the parties agree to meet to negotiate conditions governing travel costs, travel time, subsistence allowances and any other requirements related to the project.
- 15.07 The Employee must notify the Employer immediately if the Employee has received any suspension or restriction of the Employee's driving privileges.

#### **ARTICLE 16 - INSURANCE**

- 16.01 In order to protect all employees and their families from the financial hazards of accidents or illness, the Employer agrees to contribute three dollars and one cent (\$3.01) per hour earned by each employee, to the UA administered Health and Welfare Trust Fund, which will provide benefits in accordance with the Refrigeration Workers Health & Welfare Plan.

As of May 2016, the above rate shall be increased to three dollars and eleven cents (\$3.11) per hour earned by each employee.

As of May 2017, the above rate shall be increased to three dollars and twenty-one cents (\$3.21) per hour earned by each employee.

#### **ARTICLE 17 - RETIREMENT FUNDS**

- 17.01 The Employer agrees to contribute \$7.50 per hour for each hour worked, including paid travel time, to each journeyman's RRSP, administered by the Union.
- 17.02 RRSP contributions for apprentices will be pro-rated by the same percent that is used to determine their hourly rate of pay, as indicated in Schedule "A", Classifications and Hourly rates.
- 17.03 Contributions to the employee's RRSP Plan, administered by the Union, shall be made in accordance with direction by the Union, and the Employer shall be saved harmless for all contributions and administration of the RRSP Plan.

#### **ARTICLE 18 - TOOLS**

- 18.01 All tradesmen shall supply their own hand tools, as listed in Schedule "B", attached hereto and made part hereof.
- 18.02 The employees shall be held responsible for all tools issued to them by the Employer. The Employer shall provide adequate security for all tool storage.
- 18.03 Employees will be compensated for lost, stolen, or broken tools, unless covered by warranty, as set forth in the TOOL FUND Letter of Understanding Schedule "D".

The rules governing the operation of the Tool Fund are noted in a separate Letter of Understanding, identified as Schedule "D".

**ARTICLE 19 - HEALTH & SAFETY**

- 19.01 The Company agrees to adhere to all relevant WorkSafe BC regulations.
- 19.02 When required, all employees shall wear safety hats to be furnished by the Employer at no cost to the employees.
- 19.03 All employees shall wear gloves, safety shoes and rain gear where required, furnished by the employee.
- 19.04 The Employer will furnish employees with safety equipment (including safety glasses) if and when required. Said equipment shall remain the property of the Employer. Any worn out safety equipment will be replaced upon presentation of the worn equipment. The employees shall be held responsible for loss or improper maintenance of Employer furnished items.
- 19.05 Employees shall not listen to MP3 and related devices with ear attachments, including time spent in their vehicle.
- 19.06 Where the Employer provides an employee with a cellular phone, the employee shall limit the use of that phone to Employer related business calls only, except in the event of emergency personal calls.
- 19.07 All employees are expected to hold and maintain current WHMIS (Workplace Hazardous Materials Information System), TDG (Transportation of Dangerous Goods), Fall Arrest, and Aerial Platform certification. Employees who fail to maintain current certification may be removed from the schedule without pay or benefits until proper certification is in place.

All Journeymen will carry a current first aid ticket (St. John Ambulance or equivalent). Apprentices will not be required to hold this ticket but are encouraged to do so.

Employees will complete this training with the first year of the effective date of this Agreement. New employees hired following ratification will have this training completed within their first six (6) months of employment.

**ARTICLE 20 - UNION-MANAGEMENT RELATIONS**

- 20.01 The parties to this Agreement pledge to work toward the greatest possible degree of consultation and cooperation believing that the following concepts provide a fundamental framework for improved labour-management relations:
  - a) the industrial enterprise is an economically characterized work community of capital-investors and workers under the leadership of a management;
  - b) the economic character springs from a continuous striving toward efficient use of scarce resources, energy and environment, and in the adequate development of research, production and marketing;

- c) the enterprise requires authority relationships under a strong central leadership or management;
- d) a strong management does not discourage cooperation but stimulates it, recognizing that while leadership without labour can do nothing, labour without management cannot survive.

20.02 In order to further the aims of the enterprise, the parties agree to schedule Union Management meetings, as required, during the life of this Agreement. The meeting shall serve as a forum for discussion and consultation about policies and practices not necessarily covered by the Collective Agreement. The areas for discussion shall include but not be limited to:

- i) to improve job site labour and material handling efficiency;
- ii) hiring policies;
- iii) discipline and discharge policies;
- iv) training and promotion;
- v) safety measures;
- vi) matters that affect the working conditions of the employees.

The Employer and the Union shall each appoint up to two (2) representatives to the Union-Management Committee. The two (2) committee members appointed by the Union shall be the stewards. The minutes shall record the business of each meeting, a copy of which shall be mailed to the Union's provincial office.

20.03 A committee member, attending an approved Union-Management meeting during regular working hours, shall be entitled to his regular hourly rate of pay, excluding travel time, regardless of the number of hours. In the event that such meetings are held outside of regular working hours, the Employer agrees to pay the committee member his regular hourly rate of pay for all time spent at the meeting. Travel time shall not be paid. No overtime rates will be paid for such meetings.

20.04 The Employer may meet periodically with his employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union and the employees.

20.05 In the event that consultation fails to resolve a matter of contention, the Union agrees that the decisive word resides with Management, unless abridged, delegated or modified by this Agreement. The Union reserves the right to refer unresolved matters to the Grievance Procedure.

## **ARTICLE 21 - LEAVES OF ABSENCE**

### **21.01 Funeral Leave**

In the event of death in the immediate family of an employee, the employee may make application for a leave of absence with pay subject to the approval of the Employer. The length of such absence shall be at the discretion of the Employer and will consider time necessary to make arrangements for or to attend the funeral but under no circumstances will exceed one (1) week. The term "immediate family" shall mean: spouse, child, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandmother, grandfather, grandchildren, or any other relative living in the household of the employee.

### **21.02 Leave of Absence**

Employees may make application for leave of absence without pay for personal reasons or family distress. The Employer will consider length of service, compassionate reasons for the leave and operational requirements in the decision of whether to grant such a leave and the length of time for such leave. Employees taking leave without the Employer's advance approval will be subject to disciplinary action which may include suspension or termination.

### **21.03 Jury Duty**

- a) The Employer will pay the difference between the fee received for jury duty, coroners inquest jury, or employer subpoenaed witness and the amount the employee would have earned at straight time rates (excluding travel time) to a maximum of eight (8) hours pay per workday.
- b) It is understood that an employee will make himself available when there are two (2) or more hours left of their normal shift in the workday. Total hours on jury duty and actual work on the job shall not exceed eight (8) hours as a basic workday. The employee is to provide copies of court documents detailing absence. The Employer is not responsible to pay if the employee does not have jury duty and does not make himself available for work.

**ARTICLE 22 - EDUCATION AND TRAINING FUND**

22.01 The Employer and the Union recognize the importance of training and the shared responsibility to make it successful. The Employer agrees to contribute one dollar (\$1.00) per hour for each hour worked by an employee working under the terms and conditions of this agreement to the Joint Apprenticeship Refrigeration Training School (JARTS) fund. The Employer also agrees to participate in an advisory capacity to assist in insuring the Training School meets the needs of the Employer relative to training. It is further agreed that each year, annual audited financial statements will be provided to the Employer for information. This entire commitment is in place until the ratification of the next collective agreement if, and only if, the current training model (i.e. JARTS provides training to Display Fixtures employees who are members of UA 516 at the UA 516 Facility and the current JARTS management arrangement remains intact) is in place.

The Company recognizes the importance of training and the shared cost responsibility to make it successful – but input, direction, cost, and quality are key components and must be addressed to make the training work for all parties. The Company will provide advisory input into the courses chosen and their content and make suitable comments on the results of the courses plus the quality of the graduates.

The parties recognize that all monies earmarked for this Education and Training Fund as identified above will be used exclusively for the training of Display Fixtures Journeypersons and Apprentices.

22.02 In order to allow Journeymen and Apprentices the opportunity for ongoing education and skill upgrading, all active Journeymen and Apprentices will be allowed one (1) day off with pay per year, to be taken on a mutually agreed date between the Employer and the Employee. This is available to all employees hired prior to July 1 in any given calendar year. Employees hired after July 1 are not eligible for this day until the following calendar year.

22.03 All Apprentices shall attend any extra instructional classes while attending scheduled schooling.

**ARTICLE 23 – REHABILITATION FUND**

23.01 The Company agrees to contribute two (2) cents per hour to the Rehabilitation Fund for all hours worked by all employees. Payment of funds shall be made at the same time that the union dues are submitted, however, this payment will be independent and separate from any other payments made.

23.02 The Parties agree to adopt and abide by the provisions of the “Loblaw Companies Limited Alcohol and Drug Policy” for all work covered by this agreement.



## **ARTICLE 24 - GRIEVANCE PROCEDURE**

- 24.01 The parties to this Agreement recognize the Stewards, and the UA Representatives specified in Article 5, as the agents through which the employees shall process their grievances and receive settlement thereof.
- 24.02 The Employer or the Union shall not be required to consider or process any grievance which arose out of any action or condition more than ten (10) work days after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, this limitation period shall not begin to run until the action or condition has ceased.
- 24.03 A "Group Grievance" is defined as a single grievance, signed by a Steward or UA Representative on behalf of a group of employees who have the same complaint. Such grievance must be dealt with at successive stages of the Grievance Procedure commencing with Step 1. The grievors shall be listed on the grievance form.
- 24.04 A "Policy Grievance" is defined as one which involves a question relating to the interpretation, application or administration of this Agreement. A Policy Grievance may be submitted by either party to arbitration under Article 25, by-passing Step 1 and Step 2. Such Policy Grievance shall be signed by a Steward, or a UA Representative, or in the case of an Employer's Policy Grievance, by the Employer or his representative.
- 24.05 Step 1. An employee having a grievance will, accompanied by a Steward, or a UA Representative, submit the same to his immediate supervisor in writing within five (5) workdays of the act or condition causing the grievance. This supervisor will deal with the grievance not later than the third (3<sup>rd</sup>) workday following the day upon which the grievance is submitted and will notify the grievor and the Union Representative of his decision in writing.
- Step 2. If the grievance is not settled under Step 1, a Union Representative may within five (5) workdays of the decision under Step 1, or within five (5) workdays of the day the decision should have been made, submit a written grievance to the Employer. The parties shall meet to discuss the grievance within one (1) week after the grievance has been filed. The Employer shall notify the grievor and the Union Representative of his decision in writing within three (3) workdays following the said meeting.

## **ARTICLE 25 - ARBITRATION**

- 25.01 If the parties fail to settle the grievance at Step 2 of the Grievance Procedure, the grievance may be referred to arbitration under the following procedure.
- 25.02 The party requesting arbitration must serve the other party with written notice of desire to arbitrate within fourteen (14) days after receiving the decision given at Step 2 of the Grievance Procedure.

- 25.03 If a notice of desire to arbitrate is served, the two parties shall meet in an attempt to obtain an agreement to refer the matter to an agreed upon single Arbitrator within seven (7) days of service, who will meet with the authorized representatives of the Union and the Employer in a hearing to ascertain both sides of the case.
- 25.04 The decision of the single Arbitrator will be final and binding on the two parties to the dispute and shall be applied forthwith.
- 25.05 If the parties fail to agree to refer the matter to an agreed single Arbitrator within seven (7) days of service as aforesaid, the two parties shall each then nominate an Arbitrator within seven (7) days of the failure to refer the matter to an agreed upon single Arbitrator and shall notify the other party of the name of the aforesaid nominee. The two Arbitrators so appointed shall attempt to select by agreement a Chairman. If they are unable to agree upon a Chairman within seven (7) days of their appointment, either party may request the Minister of Labour to appoint an impartial Chairman.
- 25.06 No person may be appointed as Chairman who has been involved in an attempt to negotiate or settle the grievance.
- 25.07 The decision of a majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chairman of the Arbitration Board governs.
- 25.08 Notice of desire to arbitrate and of nominations of an Arbitrator shall be served personally or by registered mail. If served by registered mail, the date of mailing shall be deemed to be the date of service.
- 25.09 If a party refuses or neglects to answer a grievance at any stage of the Grievance Procedure, the other party may commence arbitration proceedings and if the party in default refuses or neglects to appoint an Arbitrator in accordance with Article 25.05, the party not in default may, upon notice to the party in default, appoint a single Arbitrator to hear the grievance and his decision shall be final and binding upon both parties.
- 25.10 It is agreed that the single Arbitrator or the Arbitration Board shall have the jurisdiction, power and authority to give relief for default in complying with the time limits set out in Article 24 where it appears that the default was owing to a reliance upon the words or conduct of the other party.
- 25.11 An employee found to be wrongfully discharged or suspended will be reinstated with back pay calculated at day rate or hourly earnings, as applicable, times normal hours, less any monies earned, or by any other arrangement which is just and equitable, in the opinion of the single Arbitrator or Arbitration Board.
- 25.12 Where the single Arbitrator or Arbitration Board is of the opinion that there is proper cause for disciplining an employee, but considers the penalty imposed too severe in view of the employee's employment record and the circumstances surrounding the discharge or suspension the single Arbitrator or the Arbitration Board may substitute a penalty which is in the opinion of the single Arbitrator or Arbitration Board just and equitable. The Arbitration Board or single Arbitrator, by its decision, shall not alter, amend or change the terms and conditions of this Agreement.

25.13 Each of the parties hereto will bear the expense of the Arbitrator appointed by it, and the parties will equally bear the expense of the single Arbitrator or the Chairman of the Arbitration Board.

**ARTICLE 26 - DISCHARGE, SUSPENSION AND WARNING**

26.01 An employee may be suspended or discharged for proper cause by the Employer. Proper cause may include the refusal by an employee to abide by Safety regulations; the use of illegal narcotics or alcohol or reporting for work while under the influence of such substances; the refusal by the employee to abide by the requirements of the Employer's clients; the refusal by the employee to abide by the requirements of the Employer's rules, regulations, policies and practices; any employee guilty of rank insubordination or dishonesty. Such suspension or discharge is subject to the Grievance/Arbitration Procedure, except where an employee has been found unacceptable to the Employer's Bonding Company.

26.02 When the attitude or performance of an employee calls for a written warning by the Employer, such warning shall be forwarded immediately to the provincial Union office or the shop steward.

26.03 Theft from the Employer, customers and co-workers is prohibited. Any employee found to be removing or consuming any property belonging to the Employer, customers or other employees will be dismissed with just cause.

Wilful damage to the property of the Employer, customers, or fellow employees is prohibited. Any employee found to be wilfully damaging the property of others in the workplace will be dismissed with just cause.

This article shall not be deemed to invalidate an employee's right under Article 24 or 25.

**ARTICLE 27 - DURATION**

27.01 This Agreement will be in full force and effect upon ratification until the 5<sup>th</sup> of May, 2018, and for further periods of one (1) year, unless notice shall be given, by either party, of the desire to delete, change or amend any of the provisions contained herein, within four (4) months immediately preceding the date of expiry of the Agreement. Should neither of the parties give such notice, this Agreement shall renew for a period of one (1) year. All monetary adjustments will be retroactive to May 3, 2015.

**DATED** at \_\_\_\_\_, British Columbia, this \_\_\_\_\_

day of \_\_\_\_\_, \_\_\_\_\_.

Signed on behalf of  
**D.F. DISPLAY FIXTURES LTD.**

Signed on behalf of  
**UA LOCAL NO. 516**

Per: \_\_\_\_\_  
Authorized Representative

Per: \_\_\_\_\_  
Authorized Representative

**SCHEDULE "A" – PAGE 1  
CLASSIFICATIONS AND HOURLY RATES**

<b>SERVICE &amp; MAINTENANCE AGREEMENT BETWEEN DF DISPLAY FIXTURES &amp; UA LOCAL 516 MAY 3, 2015 BASIC MINIMUM WAGE SCALE &amp; FRINGE BENEFITS</b>								
				Rate Per Hour		Health/Welfare Per Hour	Savings Plan Per Hour	Total Package Per Hour
<b>JOURNEYMEN*</b>								
				\$ 42.73		\$ 3.01	\$ 7.50	\$ 53.24
<b>APPRENTICES</b>								
Level 1	35%			\$ 14.96		\$ 3.01	\$ 2.63	\$ 20.59
Level 2	40%			\$ 17.09		\$ 3.01	\$ 3.00	\$ 23.10
Level 3	50%			\$ 21.37		\$ 3.01	\$ 3.75	\$ 28.13
Level 4	55%			\$ 23.50		\$ 3.01	\$ 4.13	\$ 30.64
Level 5	60%			\$ 25.64		\$ 3.01	\$ 4.50	\$ 33.15
Level 6	65%			\$ 27.77		\$ 3.01	\$ 4.88	\$ 35.66
Level 7	70%			\$ 29.91		\$ 3.01	\$ 5.25	\$ 38.17
Level 8	75%			\$ 32.05		\$ 3.01	\$ 5.63	\$ 40.68
Level 9	80%			\$ 34.18		\$ 3.01	\$ 6.00	\$ 43.19
Level 10	90%			\$ 38.46		\$ 3.01	\$ 6.75	\$ 48.22
<b>APPRENTICESHIPS ORIGINATING WITH LOCAL 516 AFTER OCTOBER 1, 2015</b>								
Level	%	Hours	School Required	Rate Per Hour		Health/Welfare Per Hour	Savings Plan Per Hour	Total Package Per Hour
Level 1	35%	0-900	n/a	\$ 14.96		\$ 3.01	\$ 2.63	\$ 20.59
Level 2	40%	901-1800	1	\$ 17.09		\$ 3.01	\$ 3.00	\$ 23.10
Level 3	40%	1801-2700	1	\$ 17.09		\$ 3.01	\$ 3.00	\$ 23.10
Level 4	40%	2701-3600	1	\$ 17.09		\$ 3.01	\$ 3.00	\$ 23.10
Level 5	50%	3601-4500	2	\$ 21.37		\$ 3.01	\$ 3.75	\$ 28.13
Level 6	55%	4501-5400	2	\$ 23.50		\$ 3.01	\$ 4.13	\$ 30.64
Level 7	60%	5401-6300	3	\$ 25.64		\$ 3.01	\$ 4.50	\$ 33.15
Level 8	70%	6301-7200	3	\$ 29.91		\$ 3.01	\$ 5.25	\$ 38.17
Level 9	80%	7201-8100	4	\$ 34.18		\$ 3.01	\$ 6.00	\$ 43.19
Level 10	90%	8101-8999	4	\$ 38.46		\$ 3.01	\$ 6.75	\$ 48.22

\*\* Progressions based on successful completion of applicable schooling levels.

**SCHEDULE "A" – PAGE 2  
CLASSIFICATIONS AND HOURLY RATES**

<b>SERVICE &amp; MAINTENANCE AGREEMENT BETWEEN DF DISPLAY FIXTURES &amp; UA LOCAL 516 MAY 1, 2016 BASIC MINIMUM WAGE SCALE &amp; FRINGE BENEFITS</b>								
				Rate Per Hour		Health/Welfare Per Hour	Savings Plan Per Hour	Total Package Per Hour
<b>JOURNEYMEN*</b>								
				\$ 43.23		\$ 3.11	\$ 7.50	\$ 53.84
<b>APPRENTICES</b>								
Level 1	35%			\$ 15.13		\$ 3.11	\$ 2.63	\$ 20.87
Level 2	40%			\$ 17.29		\$ 3.11	\$ 3.00	\$ 23.40
Level 3	50%			\$ 21.62		\$ 3.11	\$ 3.75	\$ 28.48
Level 4	55%			\$ 23.78		\$ 3.11	\$ 4.13	\$ 31.01
Level 5	60%			\$ 25.94		\$ 3.11	\$ 4.50	\$ 33.55
Level 6	65%			\$ 28.10		\$ 3.11	\$ 4.88	\$ 36.08
Level 7	70%			\$ 30.26		\$ 3.11	\$ 5.25	\$ 38.62
Level 8	75%			\$ 32.42		\$ 3.11	\$ 5.63	\$ 41.16
Level 9	80%			\$ 34.58		\$ 3.11	\$ 6.00	\$ 43.69
Level 10	90%			\$ 38.91		\$ 3.11	\$ 6.75	\$ 48.77
<b>APPRENTICESHIPS ORIGINATING WITH LOCAL 516 AFTER OCTOBER 1, 2015</b>								
Level	%	Hours	School Required	Rate Per Hour		Health/Welfare Per Hour	Savings Plan Per Hour	Total Package Per Hour
Level 1	35%	0-900	n/a	\$ 15.13		\$ 3.11	\$ 2.63	\$ 20.87
Level 2	40%	901-1800	1	\$ 17.29		\$ 3.11	\$ 3.00	\$ 23.40
Level 3	40%	1801-2700	1	\$ 17.29		\$ 3.11	\$ 3.00	\$ 23.40
Level 4	40%	2701-3600	1	\$ 17.29		\$ 3.11	\$ 3.00	\$ 23.40
Level 5	50%	3601-4500	2	\$ 21.62		\$ 3.11	\$ 3.75	\$ 28.48
Level 6	55%	4501-5400	2	\$ 23.78		\$ 3.11	\$ 4.13	\$ 31.01
Level 7	60%	5401-6300	3	\$ 25.94		\$ 3.11	\$ 4.50	\$ 33.55
Level 8	70%	6301-7200	3	\$ 30.26		\$ 3.11	\$ 5.25	\$ 38.62
Level 9	80%	7201-8100	4	\$ 34.58		\$ 3.11	\$ 6.00	\$ 43.69
Level 10	90%	8101-8999	4	\$ 38.91		\$ 3.11	\$ 6.75	\$ 48.77

\*\* Progressions based on successful completion of applicable schooling levels.

**SCHEDULE "A" – PAGE 3  
CLASSIFICATIONS AND HOURLY RATES**

<b>SERVICE &amp; MAINTENANCE AGREEMENT BETWEEN DF DISPLAY FIXTURES &amp; UA LOCAL 516 MAY 1, 2017 BASIC MINIMUM WAGE SCALE &amp; FRINGE BENEFITS</b>									
			Rate Per Hour			Health/Welfare Per Hour	Savings Plan Per Hour	Total Package Per Hour	
<b>JOURNEYMEN*</b>									
			\$ 43.23			\$ 3.21	\$ 8.50	\$ 54.94	
<b>APPRENTICES</b>									
Level 1	35%		\$ 15.13			\$ 3.21	\$ 2.98	\$ 21.32	
Level 2	40%		\$ 17.29			\$ 3.21	\$ 3.40	\$ 23.90	
Level 3	50%		\$ 21.62			\$ 3.21	\$ 4.25	\$ 29.08	
Level 4	55%		\$ 23.78			\$ 3.21	\$ 4.68	\$ 31.66	
Level 5	60%		\$ 25.94			\$ 3.21	\$ 5.10	\$ 34.25	
Level 6	65%		\$ 28.10			\$ 3.21	\$ 5.53	\$ 36.83	
Level 7	70%		\$ 30.26			\$ 3.21	\$ 5.95	\$ 39.42	
Level 8	75%		\$ 32.42			\$ 3.21	\$ 6.38	\$ 42.01	
Level 9	80%		\$ 34.58			\$ 3.21	\$ 6.80	\$ 44.59	
Level 10	90%		\$ 38.91			\$ 3.21	\$ 7.65	\$ 49.77	
<b>APPRENTICESHIPS ORIGINATING WITH LOCAL 516 AFTER OCTOBER 1, 2015</b>									
Level	%	Hours	School Required	Rate Per Hour			Health/Welfare Per Hour	Savings Plan Per Hour	Total Package Per Hour
Level 1	35%	0-900	n/a	\$ 15.13			\$ 3.21	\$ 2.98	\$ 21.32
Level 2	40%	901-1800	1	\$ 17.29			\$ 3.21	\$ 3.40	\$ 23.90
Level 3	40%	1801-2700	1	\$ 17.29			\$ 3.21	\$ 3.40	\$ 23.90
Level 4	40%	2701-3600	1	\$ 17.29			\$ 3.21	\$ 3.40	\$ 23.90
Level 5	50%	3601-4500	2	\$ 21.62			\$ 3.21	\$ 4.25	\$ 29.08
Level 6	55%	4501-5400	2	\$ 23.78			\$ 3.21	\$ 4.68	\$ 31.66
Level 7	60%	5401-6300	3	\$ 25.94			\$ 3.21	\$ 5.10	\$ 34.25
Level 8	70%	6301-7200	3	\$ 30.26			\$ 3.21	\$ 5.95	\$ 39.42
Level 9	80%	7201-8100	4	\$ 34.58			\$ 3.21	\$ 6.80	\$ 44.59
Level 10	90%	8101-8999	4	\$ 38.91			\$ 3.21	\$ 7.65	\$ 49.77

\*\* Progressions based on successful completion of applicable schooling levels.

**SCHEDULE "A" – PAGE 4**

Wages and Benefit increases shall apply to active employees as well as employees on temporary layoff who will be eligible to receive Rate and Health and Welfare Benefit increases retroactively once they are reactivated, provided it is within 6 months of their layoff.

Pre-Apprentice: \$10.25

A pre-apprentice shall be indentured into the apprenticeship program within one thousand and forty (1040) hours worked or will be released.

**GENERAL**

1. Should any government legislation or regulation vary conditions as defined in this Agreement, such conditions, where more favourable, shall automatically apply.

2. First Aid Ticket

If a First Aid Ticket is required by the Employer, the following premiums will apply:

	<u>Job rate plus</u>
Level 2 Ticket	\$0.50 per hour
Level 3 Ticket	\$0.75 per hour

3. Casual employees and/or summer students may be paid a rate of pay to be determined by the Employer.

4. It is agreed that apprentices shall be paid in accordance with the regulations of the Apprenticeship and Tradesmen Qualifications Act.

5. Premiums for tickets other than "B" Gas and "RE" Electrical are to be paid only if the Employer requires the employee to have the ticket as part of the job requirement.

Premiums for supplementary tickets shall be paid for all hours worked, except on installation work.

Subject to the above, premiums will be payable as follows:

"B" Gas Ticket premium of 60¢/hr.                      "A" Gas Ticket premium of \$1.25/hr.  
"RE" Electrical Ticket premium of 40¢/hr.

All employees are expected to obtain their "RE" Electrical Ticket certification no later than December 31, 2013.

It is agreed that a lead hand may be designated, per crew and shift, at the Employer's discretion. Such a lead hand shall receive a premium of two dollars (\$2.00) per hour above his regular hourly rate, for all hours worked.



## SCHEDULE "B" TOOL LIST

### EMPLOYEE LIST

1. tool box and tool pouch
2. 1 set combination box and open end wrenches to 1"
3. 1 - 3/8" socket set
4. 3 sizes Robertson screwdrivers (#6, #8, #10)
5. 3 sizes Phillips screwdrivers
6. 1 - 25' measuring tape
7. 1 pair diagonal cutting pliers
8. 3 adjustable wrenches (8", 10", 12")
9. 1 inspection mirror
10. 1 hack saw
11. 1 ball peen hammer and one claw hammer
12. 2 tube cutters up to 2 5/8"
13. 1 pair needle nose pliers
14. 1 - 10" vice grip or pipe wrench
15. 3 flat blade screwdrivers
16. 3 set tin snips - straight, right and left
17. 1 jack knife
18. 2 pocket thermometers
19. 1 set Allen wrenches (short and long)
20. 1 set punches and chisels
21. 1 electrical wire crimpers (combo)
22. 1 torpedo level
23. 1 common pliers
24. 1 pair lineman pliers
25. 1 flashlight
26. cordless drill c/w charger
27. 3/8" electric drill
28. welders gloves
29. pop rivet gun
30. silicone gun
31. turbo torch w/regulator and tips up to #32
32. flaring tools 1/4" to 5/8"
33. 1 gauge manifold with three hoses
34. 1 - 1/4" socket set
35. 1 - 1/2" socket set
36. 1 ratchet service valve wrench 1/3" and 3/8"
37. 1 lead detector (Halide or Bernzomatic)
38. 1 set copper tube swedges
39. 1 set valve stem ratchet adaptors
40. 1 venier caliper
41. 1 oil pump
42. combination bender (1/4", 5/16", 3/8")

SCHEDULE "B" TOOL LIST - Page 2.

**EMPLOYEE LIST CONTINUED**

43. 2 benders (1/2", 5/8")
44. pipe wrenches 18" and up to 24"
45. disconnect and breaker lockouts
46. volt, amp, ohm meter – single or combination of all 3

**SCHEDULE "C" TOOL LIST**

**EMPLOYER LIST**

1. vices, taps and dies
2. all electric tools
3. all air and gas measuring devices
4. all gas containers
5. all welding equipment
6. specialty tools
7. cellular telephone / accessories

**SCHEDULE "D" – TOOL FUND Letter of Understanding**

Tool Fund

All Refrigeration employees will belong to the tool fund and will contribute 0.005 of earnings before taxes to the tool fund. The Employer will match the employee contributions. It is understood that a pre-apprentice shall not be included in this tool fund until such time as they join the Union as an indentured Apprentice.

All the Employer and Employees tools will be covered by the tool fund except tools requiring replacement due to normal use. The Employee is responsible for all Employer and Employee tools that they have been assigned.

Apprentices shall be required to provide required tools (Schedule "B", #1 through #24 inclusive) within the first month of employment, and #25, #26, and #27 by the end of the fourth month.

All remaining tools shall be purchased within three months of receiving a service vehicle.

The Employers Tools, Schedule "B", shall be assigned to employees as required. It will be the assigned Employees responsibility to return tools in Schedule "C" once the job is completed. The Employee will be held accountable for these tools while assigned to them.

## SCHEDULE "D" – TOOL FUND Letter of Understanding - Continued

As new tools are purchased, a Full Warranty is required where applicable.

Upon ratification, each Employee will be required to complete a detailed tool list for filing. As tools are replaced it will be each Employees responsibility to ensure that this tool list is updated. The Tool Committee reserves the right to call for an inspection of these tools quarterly.

A committee of two (2) members will be formed to control the tool fund and tool fund purchases. This committee will make available reports and approve all purchases made using the tool fund account. Any claims rejected by the committee are subject to appeal by the member.

The committee will consist of the Branch Manager of Display Fixtures and one refrigeration technician appointed by his peers. Additionally there shall be a second, substitute, refrigeration technician appointed. Should a claim require adjudication, which pertains directly to the refrigeration technician serving on the Tool Fund Committee, the substitute shall be required to attend.

The Tool Fund will be capped at \$15,000.00 once the cap has been met and Employee contributions will cease. The Employer contributions shall be made directly to the Tool Fund. Should the fund fall below \$13,500.00 the contribution will be reinstated. Tools proven to be worn out due to natural usage are exempt from a tool fund claim and will be replaced by the Company. All lost or abuse situations will be reviewed by the tool fund committee for an assessment.

All purchases to be claimed MUST be pre-authorized and receipts turned in within two (2) weeks.

Any Employee that does not make a claim to the tool fund as per the schedule below will receive a taxable bonus of all monies they have personally contributed to the tool fund in addition to a matching amount paid by the employer.

Any employee found to be negligent with the Employer's vehicle shall be subject to disciplinary measures. Negligence includes but is not limited to operating the vehicle in and imprudent fashion and/or leaving the vehicle unlocked or with the windows open or leaving the keys in the ignition when the employee is not in the vehicle.

A valid driver's license shall be considered a condition of employment and must be presented to the Employer whenever requested. The loss of a driver's license may be cause for termination of employment as determined by the Employer. The employee must notify the Employer immediately if the employee has received any suspension or restriction of the employee's driving privileges and, if driving an Employer vehicle, must immediately notify the Employer of any accident or traffic act violation that they have been involved in.

## SCHEDULE "D" – TOOL FUND Letter of Understanding - Continued

Employees will be required to provide full disclosure of any and all traffic violations to the Employer and any subsequent consequences to their driver's license status, driving privileges or if convicted. An employee convicted of reckless or imprudent driving following a motor vehicle accident with an Employer vehicle will be responsible for repayment of any vehicle repair costs to the Employer. The Employer may pay any traffic act violations committed by employees that may come to its attention. Said violations paid by the Employer or associated repair costs paid for by the Employer resulting from reckless or imprudent driving will be deducted from the employee's pay, including vacation pay and/or monies owing to the employee from the Tool Fund. The employee will be subject to disciplinary action as determined by the Employer in either circumstance and in the case of imprudent or reckless driving; the employee may be subject to termination with cause as determined by the Employer.

An employee that is assigned an Employer vehicle shall cooperate fully with the Employer in regard to the service requirements and care of the vehicle.

### Claims

Any Employee who makes a claim against the tool fund will not be eligible for the bonus and will receive only his contributions, less his claims.

In order to qualify for the payout or be reimbursed –

- A) The employee must complete a police (or other accepted security authority) report detailing the loss of tools.
- B) The employee must complete all other required paperwork.

### Payout

Cut off for calculations will be consistent with the cut off for payroll applications for yearend purposes.

Payments will be made on the second pay period of the following year.

All tool fund payments will be made from the tool fund account.

For the purposes of calculating annual payments the Tool Fund balance shall be maintained at a minimum of \$0.00 at the commencement of each contribution year.

Payments will be made in full regardless of the status of the Tool Fund account.

Employees who terminate their employment, or are terminated, will be paid the portion of money they have put into the fund from last pay out to the departure date, provided they have unused money in the fund. No bonus would be paid.