

AGREEMENT

BY AND BETWEEN

JIM PATTISON SIGN COMPANY

(THE "EMPLOYER")

AND

LOCAL UNION 254 OF THE

INTERNATIONAL BROTHERHOOD

OF ELECTRICAL WORKERS

(THE "UNION")

October 1, 2005 - September 30, 2007

1.

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GENERAL PREAMBLE:

The object of this agreement is to raise the standards and stabilize the Electrical and Painter Sign Trades, to promote goodwill and understanding within the Trades and between Employer and Employees to facilitate the peaceful adjustment of all disputes and grievances and to attempt to prevent strikes, lockout, waste and avoidable delays throughout the industry.

There shall be no stoppage of work either by strike or lockout due to any proposed changes or disputes regarding any clauses in this agreement until all required proceedings have been first adhered to.

All disputes shall be dealt with by the procedure as hereinafter stated.

ARTICLE - TERMS AND AMENDING PROCEDURES OF AGREEMENT:

This agreement commences October 1, 2001 and remains in full force and effect until September 30, 2003 and from year to year thereafter, subject to not less than Sixty (60) and not more than One Hundred and Twenty (120) calendar days notice prior to or any termination date of the collective agreement. Such notice to commence collective bargaining shall be provided in writing by registered

letter, and bargaining shall commence within Ten (10) days of receipt of notice, or on a date otherwise mutually agreed by the parties.

Following the notice to commence collective bargaining, this agreement shall remain in full force and effect up to the date the Union or the Employer commences a legal strike or a legal lockout.

3.

ARTICLE 2 - MANAGEMENT RIGHTS:

Subject to the terms and conditions of this agreement, the Union recognizes the right of the Employer to the management of its plants and the direction of the working force, including the right to select, hire, promote, transfer, discharge any employee for just cause. The Union further recognizes the right of the Employer to operate and manage its business in accordance with its commitments and responsibilities including methods, processes and means of production or handling.

ARTICLE 3 - UNION RIGHTS:

(a) The Employer agrees to recognize the Union as the designated collective bargaining agent for employees of the Employer as are defined in the certificates issued by the Alberta Board of Industrial Relations.

(b) Dues - The Employer agrees to deduct monthly Union dues, as designated by the Union, through the payroll, provided such deductions are authorized, in writing, by the employee. Monies deducted shall be forwarded to the Local Union office, not later than the 21st day of each month.

(c) The Employer agrees to hire only members in good standing through the Union. Should the Union be unable to furnish the Employer with qualified workmen within Twenty Four (24) hours after the Union or its representatives receive the the Employer shall have the right to employ whomever it chooses and the Union agrees to issue working cards to applicants recommended by the Employer. Such new employees will be required to join the Union within Thirty (30) days of employment

Forty (40) hours shall constitute a regular work week. The normal hours of work from Monday to Friday inclusive. shall be 7:30 a.m. to 4:00 p.m. with One Half (1/2) hour for lunch.

(a)

(b) Under special circumstances where employees wish to avoid traffic rushes, inclement weather, to use the available hours of daylight. there may be a deviation from the regular hours of work. Such deviation shall not exceed Three (3) hours either before or after the regular hours noted above and must be mutually agreed to by the Employer and the Union.

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(c) All work performed after the regular working day of Eight (8) hours, Monday to Friday inclusive, shall be paid at the rate of One and One Half (1 1/2) times the regular rate of pay.

(d) All time worked on Saturdays, Sundays and callouts for emergency work shall be paid at One and One Half (1 1/2) times the regular rate of pay. All time worked on statutory holidays shall be paid at One and One Half (1 1/2) times the regular rate of pay.

(e) Employees shall report for work at the regular starting time unless notice is given

to the contrary. Employees who report and are not placed to work shall receive a minimum of Two (2) hours pay at the regular rate.

(f) Employees reporting for temporary work shall be paid within Forty Eight (48) hours of termination of employment

(g) Termination of employment as per Division 9 of the Alberta Employment

Standards Code.

A minimum of Two (2) hours at the applicable rate shall be paid for any One (1) hour

callout for emergency work.

ARTICLE 5 - VACATIONS AND HOLIDAYS

A. VACATIONS

1. Employees shall be granted annual vacations as follows:

(a) Employees with One (1) or more years of continuous service shall be allowed an

annual vacation of Ten (10), Eight (8) hour working days or Four Per Cent (4%) at their regular rate of pay at a time mutually satisfactory to the Employer and the employee.

(b) Employees with Five (5) years of continuous service shall be allowed an annual vacation of Fifteen (15), Eight (8) hour working days or Six Per Cent (6%) at their regular rate of pay at a time mutually satisfactory to the Employer and the employee.

Employees with Ten (10) years of continuous service shall be allowed an annual vacation of Twenty (20), Eight (8) hour working days or Eight Per Cent (8%) of their regular rate of pay at a time mutually satisfactory to the Employer and the employee.

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Employees with Twenty (20) years of continuous service shall be allowed an annual vacation of Twenty Five (25), Eight (8) hour working days or Ten Per Cent (10%) of their regular rate of pay at a time mutually satisfactory to the Employer and the employee.

(d)

Employees with Twenty Five (25) years of continuous service shall be allowed an annual vacation of Thirty (30), Eight (8) hour working days or Twelve Per Cent (12%) at their regular rate of pay. It is mutually satisfactory to the Employer and the employee.

(.)

Employees who have completed less than One (1) year's service for the Employer and are subsequently terminated, or workmen who have not completed One (1) year of service shall be paid an allowance of Four Per Cent (4%) of their regular

rate of ~y, computed from commencement of employment or the last vacation period whichever is applicable.

(f)

All new employees only will (all under the following clauses of Article 5: 1 (a), (b), (c) and (I).

For the purpose or clarity a new employ~ shall be one who is hired after September 30, 2001.

In the event of a statutory holiday(s) occurring during an employee's annual Vacation, his vacation period shall be extended accordingly.

Statutory Holidays

The following statutory holidays will be observed:

New Year's Day Civic Holiday (August)

Family Day Labour Day

0000 Friday Thanksgiving Day

Victoria Day Remembrance Day

Canada Day Christmas Day Boxing Day

and any day declared to be a public holiday by the Federal or Provincial government

No work shall be performed on Labour Day except to protect life or property.

Statutory holiday pay shall be Four Point Four Per Cent (4.4%) of the regular rate

of pay for the employees. This shall be paid on the pay day following each statutory holiday and upon termination of ~employment. In the event an additional holiday being declared as provided for in Sub Section I, the percentage payable shall be increased by Point Four Per Cent (.4%).

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B.

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3.

Work performed on statutory holidays will!

Half (1 1/2) times the regular rate.

ARTICLE 6 -GRIEVANCE PROCEDURE:

(a) All Questions or disputes arising under the terms of this ~ent shall be adjusted by the Business Manager of the Union and the Employer or by a Joint Grievance Committee consisting of Two (2) representative of the Employer and Two (2) representative of the Union.

(b) The Joint Grievance Committee shall meet within Forty Eight (48) hours after notice is given to either party. A decision of the Joint Grievance Committee shall

be rendered within Five (5) working days after the first meeting.

Failing to arrive at a settlement within Ten (10) working days of the Joint Grievance Committee meeting, either party may submit the grievance to arbitration.

The party submitting the grievance to arbitration shall notify the other party in

writing of its desire to submit the difference to arbitration. The notice shall contain a statement of difference and specify a name or a list of names of the person or persons it is willing to accept as the single arbitrator.

The party receiving the notice shall within Seven (7) days notify the party submitting the grievance to arbitration as to whether the person or one of the persons suggested to act as arbitrator is acceptable. If it does not accept the persons suggested to act as the arbitrator, it shall within Seven (7) days submit to

the party submitting the grievance to arbitration a list of names of the persons it is

willing to accept as the single arbitrator.

If the parties are unable to agree on a person to act as a single arbitrator, either party may request the Minister of Labour, in writing, to appoint a single arbitrator.

/ - The arbitrator may, during arbitration, proceed in the absence of any party or

person who, after notice fails to attend or fails to obtain an adjournment

The arbitrator shall inquire into the differences and issue an award, in writing.

which will be final and binding on both parties.

The parties agree to share equally the expenses of the arbitrator.

shall not alter, amend or change the terms or conditions of agreement.

be paid at the rate of One and One

The arbitrator

the collective

In cases of discipline, discharge or suspension grievances, they may be settled by

confirming the Company's decision in discharging or suspending the employee.

or by reinstating the employee with full compensation for time lost, or any other

arrangement which is just and equitable, in the opinion of the arbitrator.

There shall be no strike or lockout pending the decision of the Joint Grievance Committee or arbitrator, however, no part of this agreement is to be

interpreted as

requiring members of the Union to work behind a recognized picket line where

strike, lockout or other conditions detrimental to the interests of the Local Union

prevail.

(~.

Cd) In case the Employer has maintenance contracts in existence over which he now

has no control, it is recognized that in case or cases of emergency in order to preserve life or property the Employer shall have the right to perform such

emergency maintenance. The Employer shall notify the Union of the emergency condition as soon as possible.

(e) Employees who have been suspended or discharged unjustly, may file a grievance

.

Under Article 6, Section (2), (b) and (d).

(a) The following tools have to be provided by all employees hired subsequent to October 1st, 1985:

MINIMUM LIST OF TOOLS TO BE SUPPLIED BY SIGN
JOURNEYMEN, APPRENTICES AND SIGNMEN EMPLOYEES

1 Claw Hammer

1 Hack Saw Frame

1 Keyhole Saw

1 Plumb Bob - 8 oz.

1 10" Level

1 10' Measuring Tape

1 Combination Square

3 Assorted Screwdrivers

1 Socket Screwdriver No.6

1 Socket Screwdriver No.8

1 Socket Screwdriver No. 10

1 Centre Punch

1 Tap Wrench

1 10' " Pipe Wrench

4th Year &

Journeyman

X

X

X

XX

X

X

X

XX

XX

XX

1st & 2nd Year

X

X

3rd Year

X

X

x

x

xxxx

x

x

x

xx

x

x x

1 6~' Crescent Wrench

1 10" Crescent Wrench

1 10" Pliers Channelok

1 10" Plier Elect (Klein)

1 Pliers Diagonal Cutting

1 Pliers Needle Nose

1 Pliers Stakon

1 Knife

1 Cold Chisel (1/2 by 6"

1 Wood Chisel (1/2)

1 Tool Box

1 Small Set Allan Wrenches

All tools to be checked by Employer during regular working hours in the presence of the employee.

(b) Employees shall be responsible for the safe operation of any equipment, i.e.,

cranes, vehicles and tools. Safety equipment supplied to them~ the Employer shall be operated in a safe manner as outlined in the Company and Alberta Ckcupational Health & Safety Manuals.

All employees routinely working in the field must hold a valid S.S.I. T. (Sign Service Installation Technician) certificate or any other such certificate required

by legislation. Cost of this certificate shall be dte responsibility of the employer.

The employee will pay for any renewal or upgrade fee of these licences.

(c)

(a) A leadhand shall be defined as a journeyman in charge of all aspects of sign manufacturing, erection and servicing when appointed by Management

A journeyman shall be appointed by Management to be in charge of Two (2) or more installations crews (Two (2) man crews on separate vehicles), on a specific project The leadhand rate shall apply for the duration of such responsibility.

(b) The following shall apply when employees are out of town and do not return home because of work:

When an employee is away daily (leaves from or returns to the shop) or outside of

normal work hours,
paid to employees.

When an employee leaves from or returns to the shop during normal work hours, Thirty (\$30.00) Dollar daily meal allowance shall be paid to employees.

xxx

xxx

xxxxx

x

x

x

x

xxx

x x

xx

x

x

meal allowance shall be Thirty Five (\$35.00) Dollar daily

...9~

Under special circumstances where the Thirty Five (\$35.00) Dollars or Thirty (30) Dollar allowance does not adequately cover for sufficient meals. the actual receipts must be provided.

(c) A rate of Time and One Half (1 1/2) will be paid for high time. If overtime is

worked that rate of pay shall be One and One Half (1 1/2) times the regular rate of pay. Work performed at Sixty Five Feet (65') or more free fall shall be considered high time.

(d) If high time is to be performed on Saturdays, Sundays or statutory holidays, Overtime

and Overtime Half (1 1/2) times the regular rate of pay shall be paid.

(e) A special meal allowance of eight Dollars (\$8.00) will be paid after more than two

and one half (2 1/2) hours overtime worked. After more than an additional Four (4) hour period worked, Eight Dollars (\$8.00) will be paid again.

(f) When an employee travels out of town and no work is performed travel time shall

be paid at the regular rate of pay for each employee. No employee shall be required to travel more than ten (10) hours in any twenty four (24) hour period. Regular rates of pay and overtime shall apply for any other combination of travel

time and work..

When an employee uses his private vehicle for company shall pay the employee an amount equal to kilometre.

(g)

ARTICLE 9 - RATIO OF SIGNMEN EMPLOYEE.. TO SIGN JOURNEYMEN:

(a) The ratio of signmen to sign journeymen will not change the StattJs of present employees for the duration of this collective agreement. and shall not be more than Two (2) signmen to One (1) sign journeyman inside the shop.
(b) The ratio of signmen shall not be more than One (1) signman for One (1) sign journeyman outside the shop.

ARTICLE 10 SIGNME~ ~."PI_OYEES.

A new signman shall be issued a working card by the Union and shall serve a Seven Hundred and Twenty (720) hours consecutive time worked probationary period before being approved as a regular slgnman.

(a)
business purposes the
thirty four (\$0.34) per
10-

(a) Members of the union. except those meeting the requirements of Employer as defined herein, shall not contract for any neon sign work.
Neirher shall he work at his trade outside of his regular hows of work on his own account.

(b) The policy of the members of the Local Union is to promote the use of signs fabricated or rep3irej under c.conomically sound wage, hour and working conditions. by their fellow members of the Local Union. This is fundamental and is to be observed.

No member of the Local Union shall fabricate, paint, erect. wire or coMect any sign display which is produced contrary to this provision.

(c) Paragraph (b) shall DOT be construed so as to limit dle right of dle Employer to

purchase materials or J:.rts used in the manufacture of electrical displays.

(d) The Employer agrees dlat he shall not dismiss or otherwise discriminate against

any employee for making a complaint or giving evidence with respect to an alleged violation of any provisions of this agreement

Shop stewards as designated

discriminated against

(0)

(t) The Union shall have the right to discipline its members for violations of its laws,

rules and regulations.

ARnCLE 12 - WAGE SCHEDULE:

(a) Sign Journeyman

S 1 gnman

1st. Year

2nd Year

3rd Year

4th Year

5th Year

...--

by the Union shall be recognized and not

Oct. 1/2001 {kt. 1/1002

519.17 S20.00

So-/o of Journeyman Rate

60% of Journeyman Rate

70% of Journeyman Rate

800;0 of Journeyman Rate

900/0 of Journeyman Rate

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Signmen will have their skills and qualifications reviewed by a Joint Committee consisting of Two (2) Union designates and Two (2) Company representatives, who will

decide if a signman shall be designated as a sign Journeyman. Should there be no agreement among this committee a third party, trade related accepted, by both parties, will

be the deciding factor.

For signmen with higher qualifications there shall be a further wage scale of Eighty Per

Cent (80-10) of journeyman rates. This rate would be established by a committee of Two

(2) Company representatives and Two (2) Union representatives.

A leadhand premium of Fifty cents (\$0.50) per hour will be paid when a leadhand is

appointed consistent with Article 8 (a).

Where a foreman is required he/she shall be appointed by Management. A

Foreman shall receive a premium of one dollar (\$1.00) per hour worked.

(b) Helper and Student Worker Classifications

Helper:

Student Worker

Wages:Helper

Student Worker:

(c) Sign Journeymen and Journeymen cannot be displaced by employees hired under the Student or Helper classifications. In the event of lack of work, Students and Helpers must be laid off first. It is further understood that in the event of a reduction in staff no permanent employee will be expected to take a reduction in pay as a result of layoffs and/or work reassignments.

Can perform general shop cleanup not requiring tradesman's skills and will not perform work of an electrical nature and will work under the supervision of a Journeyman.

Will be considered a full time student employed between May and September and could perform Helper duties.

45% of the Sign Journeyman rate and full

Health and Welfare Benefits as per

ARTICLE 13 but no pension benefits.

0 -12 months

After 12 months Will be entitled to one half pension

benefit as per ARTICLE 13 (b).

\$8.00 per hour No benefits.

12-

ARTICLE 13 - REAL TION AND WELFARE:

(a) "Electrical Industry Insurance Benefit Trust Fund of Alberta...:

(i) Each Employer bound by this collective agreement shall contribute to the said Fund at the hourly rate set out herein, such rate being for each and every hour

worked by any employee under the job classifications set out in this collective agreement. such contributions are to be made solely by the employer and no Employer shall deduct such contributions or any portion thereof from an employee's wages. Such contributions are in excess of the wage rate set out in this collective agreement and do not constitute a payment of wages or any portion

of a payment of wages.

(ii) Upon the wages of an employee becoming due. the said contributions shall

be calculated by the Employer and the gross contributions of the Employer for all hours worked by all employees in the said classifications in a month and a report listing the names of the employees so credited shall be forwarded by the Employer to the said Fund no later than the Fifteenth (15th) of the month following. Each Employer shall file a monthly report whether or not he had participating employees. It is understood that the contributions negotiated under this clause are for the benefit of the employees of the Employer ~ such Employer is recognized by the trustees of the said Fund and trustees shall continue to have

full discretion to make from time to time reasonable rules in this respect.

(iii) The rates of said contributions to the said Fund shall be actual cost as determined by the trustees of the Electrical Industry Insurance Benefit Trust Fund

of Alberta.

and therefore, effective October 1, 2001: one dollar and thirty seven cents (~1.37) per hour;

and October 31, 2002:

(b) The Employer will pay One dollar and Fifty Cents (51.50) per hour worked into

a registered retirement fund, for each employee effective October 1st, 2001.

This

plan will be with the Canada Permanent Trust Company of Calgary, Alberta.

These items stay as Company property in the event the employee discontinues employment

one dollar and fifty two cents (51.52) per hour.

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ARTICLE JS - JUROR (JURY WITNESS) PAY:

An Employee who is called to be part of a jury or a witness before the court shall be

paid the difference between the amount received for such services and the regular amount

of his/her pay for the maximum of Five (5) or Eight (8) hour working days. Such compensation shall be paid to the Employee only under the following conditions:

i) He shall give prior notice to the Company of his selection on a jury or as a witness.

ii) He shall present satisfactory evidence of his performance of jury duty or as a

juror.

iii) During the term of his jury duty or witness, he shall perform his regular work

whenever his services are not required as a witness or on jury duty.

If an employee is absent from work solely due to the death and funeral of their father,

mother, son, daughter, husband, wife or common-law spouse, brother, sister, mother-in-law,

father-in-law, sister-in-law, brother-in-law, grandmother, grandfather, or grandchild of the employee, he will be paid at his/her straight time hourly

rate for the

time so lost by them from their regular schedule by reason of such absence up to a

maximum of Three (3) days for such occasion, which must normally include the day of

the death or the day of the funeral.

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IN WLTNESSEm WHEREOF the parties hereto have hereunder affixed their hands

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and seals, through their respective officers.

Signed at Calgary, Alberta tbil__~f.- day of

SIGNED FOR THE EMPWYER

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SIGNED FOR THE UNION

LOCAL UNION 254, I.B.E. W .

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