

AGREEMENT

BETWEEN

NEON SALES & SERVICES LTD.

AND

**LOCAL UNION 254 OF THE
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS**

EFFECTIVE FEB. 1, 2007 – JAN. 29, 2010

AGREEMENT ENTERED INTO ON THE FIRST DAY OF

BETWEEN: NEON SALES & SERVICES LTD.

**AND: LOCAL UNION 254 OF THE
INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS**

GENERAL PREAMBLE:

This agreement commences **February 1st, 2007** and remains in full force and effect until **January 30, 2010**, and from year to year thereafter subject to not less than Sixty (60) days and not more than One Hundred and Twenty (120) days, notice in writing from either of the parties hereto to the other, whereupon the same may be amended, cancelled or substituted as may be mutually agreed upon by the parties hereto.

The object of the agreement is to raise the standard and stabilize the electrical sign trade, to promote goodwill and understanding within the trade and between the Employer and the employees; to facilitate the peaceful adjustment of all disputes and grievances and to attempt to prevent strikes, lockouts, 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 as per Article VI have been first adhered to.

All disputes shall be dealt with by the procedure as hereinafter stated. Notwithstanding the provisions of the immediate sub sections above, either of the parties may give notice to commence bargaining for revisions, etc., of the agreement on any date after **November 1st, 2009**. Bargaining shall commence within Fifteen (15) days issuance of letter.

If notice to negotiate has been given by either party, this agreement shall remain in full force and effect up to the date that the Union or the Employer commence a strike or lockout.

ARTICLE I - SCOPE:

The terms of this agreement shall apply to all Journeymen, Apprentices, Painters, Utility Employees, Shipper Receiver and casual or summer relief, employed by the Company at or out of the Calgary Branch performing work in the fabrication, erection, servicing, shipping and receiving of signs.

ARTICLE II - MANAGEMENT RIGHTS:

Subject to the terms and conditions of this agreement, the Union recognizes the right of the Employer to the management of its business and the direction of the working forces. Management shall exercise its right in a manner that is fair and reasonable.

ARTICLE III - UNION RIGHTS:

- (a) All workmen who are members of the Union at the time of hiring shall remain members in good standing as a condition of employment.
- (b) Should the Union be unable to furnish the Employer with qualified workmen within Twenty Four (24) hours after the Union or its representatives receives the request, the Employer shall have the right to employ whomsoever he chooses. The Employer will notify the Union no later than Two (2) days of hire of any non Union employees. The employee must make application upon hire and if acceptable to the Union, join the Union within Thirty (30) days after the date of commencing employment and shall remain members of the Union in good standing as a condition of employment.
- (c) **Dues** - The Employer agrees to deduct monthly dues, as designated by the Union, through the payroll. Monies deducted shall be forwarded to the Local Union office not later than the 21st day of each month.

ARTICLE IV - HOURS OF WORK, OVERTIME AND NOTIFICATION:

- (a) Forty Four (44) hours shall constitute a work week. The normal hours of work from Monday to Friday inclusive shall be **8:00** a.m. to **4:30** p.m., with One Half (1/2) hour for lunch.
- (b) Overtime will be paid at the rate of One and One Half (1 1/2) times the regular rate for authorized hours worked beyond Forty Four (44) hours during the regular work week, i.e., the employees must complete Forty Four (44) hours of work at the regular rate before being eligible for overtime.
- (c) All time worked on Saturdays, Sundays and Statutory Holiday and callouts for emergency work shall be paid at Two (2) times the regular rate of pay.
- (d) Employees shall report to the shop ready for work at the regular starting time unless notice is given to the contrary. Employees shall receive a minimum of Four (4) hours pay at the prevailing scale for reporting to work except when an employee reports for work and is unable to commence work due to sickness or personal problems as of his or her own

volition.

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(e) Employees reporting for temporary work shall be paid within Forty Eight (48) hours of termination of employment, excluding Saturdays, Sundays and Holidays.

(f) **Call Out** - A minimum of Two (2) hours at the applicable rate shall be paid for any One (1) call out for emergency work.

(g) **High Time** - On jobs where workmen are required to work at an elevation of Fifty Feet (50') or more above ground, water or finished floor area, they shall be paid at One and One Half (1 1/2) times the regular rate of pay, and if overtime is worked it would therefore be Three (3) times the regular rate of pay, that is on: stacks, vessels, swing stages, open scaffolds and on all other free fall areas.

Shift Work -

(1) The Company agrees to give any affected employee Five (5) days written notice of a change of shift whenever possible.

(2) **An Afternoon Shift** - shall be the hours between 4:00 p.m. and 12:00 Midnight.

An Night Shift - shall be the hours between 12:00 Midnight and 8:00 a.m.

(3) **Shift Premium** - Employees assigned to work an afternoon or a night shift shall receive a shift premium of One (1) hour extra pay for each shift worked.

(4) **Banked Overtime** - A vacation overtime day is a normal working day off in lieu of overtime pay.

(a) The maximum number of hours which may be placed into the V.O. Bank in any One (1) year is Forty (40) hours at the employee's current rate.

(b) Following Five (5) days notice, the time equivalent of amounts in the V.O. Bank shall be scheduled as time off when mutually agreed.

(c) Employee's V.O. Bank shall be paid off in cash at their request provided sufficient notice is given.

(d) Time off must be taken during normal working hours and such time must be mutually agreeable to the employee and his/her direct supervisor.

(e) Normal wages are to be paid for the time that the time off is taken at

the rate of pay applicable on the day the time off is taken.

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ARTICLE V - HOLIDAYS:

- A. (1) All workmen covered by the terms of this agreement who have completed less than One (1) years service for the Employer and are subsequently terminated, or workmen who are terminated prior to their next annual vacation, or workmen who have not completed One (1) year of service, shall be paid an allowance of Four Per Cent (4%) of their gross wages, computed from commencement of employment or the last vacation period, whichever is applicable.
- (2) Employees with Three (3) years or more service will be paid Six Per Cent (6%) of their gross income or provide Fifteen (15) days annual vacation.
- (3) An employee who has completed Ten (10) or more years of continuous service shall be allowed an annual vacation of Twenty (20) working days vacation at a time mutually satisfactory to the Employer and the employee, at his regular rate of pay.
- (4) In the event of a statutory holiday(s) occurring during the employees annual vacation, his vacation period shall be extended accordingly.

B. Statutory Holidays -

- (1) The following statutory holidays will be observed:

New Years Day	Civic Holiday (August)
Family Day	Labour Day
Good Friday	Thanksgiving
Victoria Day	Remembrance Day
Canada Day	Christmas Day
	Boxing Day

Any other day to be declared a public holiday by the Federal or Provincial Government or by the municipality in which the Employer has his regular place of business. No employee shall suffer loss of pay because a statutory holiday falls on a working day. If an employee absents himself from working the last working day prior to a statutory holiday or the working day immediately following a statutory holiday, he shall forfeit all claim to pay for that particular holiday, unless such absence is for cause outside of his control. When a statutory holiday falls on an employee's regular day off, the employee shall receive a day off with pay in lieu thereof. Such lieu day or days shall be mutually agreed upon and shall be taken prior to December 31st of that year.

- (2) No work shall be performed on Labour Day, except to protect life or property.

(3) Statutory holiday pay shall be Four Point Four Per Cent (4.4%) of the gross earnings of any permanent employee. This shall be paid on the pay day following each

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statutory holiday and upon termination of employment. In the event of termination of the employee he shall be paid Four Point Four Per Cent (4.4%) of his gross earnings less any monies paid towards statutory holidays by the Employer.

(4) The Company agrees to observe any holidays proclaimed as such by the City of Calgary, Province of Alberta or the Federal Government of Canada.

ARTICLE VI - GRIEVANCE PROCEDURE:

(a) All questions or disputes arising under the terms of this agreement shall be adjusted by the Business Manager of the Union and the Employer by a Joint Conference Committee consisting of Two (2) representatives of the Employer and Two (2) representatives of the Union.

(b) Said committee shall meet within Forty Eight (48) hours after notice is given to either party. A decision of the committee shall be rendered within Five (5) working days after the first meeting, excluding Saturdays, Sundays and Holidays, whose decision shall be final. Failing to arrive at such a settlement it is further agreed that a Board of Arbitration shall be formed whose decision shall be final and binding on both parties.

(c) The Employer and the Union shall each appoint One (1) member to represent the respective parties at the Board hearing. The representatives so appointed shall appoint a chairman, but failing to agree on a selection, they shall request the Minister of Labour for the Province of Alberta to select a chairman.

(d) The Board's decision shall be final and binding on both parties and shall be handed down as expediently as possible, with a maximum of Ten (10) days from the date of the final hearing by the Board.

(e) Each party to the difference shall bear the expenses of its respective nominee to the Grievance Board. The expense, if any, of the chairman of the Grievance Board shall be borne by the parties to the dispute in equal shares.

(f) The parties may mutually agree to a single arbitrator to hear the grievance. The single arbitrator must be acceptable to both parties.

ARTICLE VII - WORKING CONDITIONS & PROVISIONS:

(a) Members of the Union shall not be permitted nor required as a condition of their employment to furnish the use of an automobile or other conveyance to transport men, tools, equipment or material. All facilities for such transportation shall be provided by the

Employer. This provision shall not restrict the use of an automobile or other conveyance to transport its owner and personal tools from home to shop at starting time and from shop to home at quitting time.

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(b) Any Journeyman appointed by the Company to give orders and instructions to Two (2) or more workmen shall be considered a Lead Hand and shall receive Lead Hand scale of wages.

(c) **New Classifications** - When a new classification is added to the establishment of this agreement, the Employer shall notify the Union of such classification and shall negotiate with the Union the rate for the proposed classification.

(d) Members of the Union shall not be permitted to work for other employers or be self-employed in the electrical sign trade while employed by the Company without prior written permission from the Employer.

ARTICLE VIII - OUT OF TOWN:

(a) It being the experience that living and other expenses vary according to locality, a reasonable open expense account shall be allowed each man sent out of town temporarily to work. Receipts for all expenses incurred by such employee to be turned into the Employer. Reasonable will mean **Thirty Five Dollars (\$35.00)** per day, Ten Dollars (\$10.00) per half day, when an employee works Five (5) or more hours past noon for meal allowance. Should conditions warrant the payment of a greater amount, or where agreed upon prior to the job, then such amount shall prevail and be paid.

(b) When it is necessary for employees to travel out of Calgary to perform their work, travel time shall be considered as straight time hours.

(c) Meal Allowance - When it is necessary for employees to work after 6:30 p.m. in Calgary, a meal allowance of Seven Dollars (\$7.00) shall be paid. Should such condition warrant the payment of a greater amount, or where agreed upon prior to the job, then such amount shall prevail and be paid.

ARTICLE IX - LABOUR POLICY:

(a) Employer agrees that 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.

(b) Shop stewards shall be recognized on all jobs and not discriminated against. The Business Manager shall be allowed access to that portion of the Plant at any time where members of the Union are employed, having first received permission from the Employer.

- (c) In case of dispute, the Employer agrees to allow the Business Manager of the Union to inspect the Company's records pertaining to hours, wages, overtime and expenses for the men covered by this agreement at a mutually agreeable time.

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ARTICLE X - EMPLOYEE DEFINITIONS:

Utility Employee Definitions and Ratios -

A Utility employee is one who works with and assists a journeyman in the fabrication, erection and servicing of signs.

Ratio of Utility Employees to Journeyman

1.
 - (a) The ratio of utility employees to journeymen will not change the status of present employees covered under the present collective agreement.
 - (b) Work being done in the shop; the ratio shall not be more than Two (2) utility employees to One (1) journeyman.
 - (c) Work being performed outside the shop; the ratio of utility workers to journeyman shall not be more than One (1) utility to One (1) journeyman.
 - (d)
 - (i) Utility Employees - 1st Year - 60% of Journeyman II rate.
 - (ii) Utility Employees - 2nd Year - 70% of Journeyman II rate.

2. Shipper Receiver -

A Shipper Receiver employee is one who is responsible for the crating and shipping of signs and materials, receiving of signs and materials and in addition is responsible for the cleaning and housekeeping of the shop area and sign yard.

3. Casual or Temporary Employee -

Any employee who is hired to perform seasonal work or work of a temporary nature and is therefore subject to lay off on completion of such seasonal or temporary work and who is not working in any permanently established position covered within this agreement.

4. Journeyman -

A person who holds a Journeyman II classification and has been employed with Neon Sales & Services for Five (5) consecutive years, or upon completing Five (5) years accumulative service, will be reclassified as a Journeyman I and be paid the

rate of pay as per Article 12 - Wage Schedule. For the purpose of clarification, cumulative service is that time worked at Neon Sales & Services which is only broken by layoffs dues to a reduction in work.

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5. Permanent Employee -

A permanent employee is one who is hired to fill a permanent full time position and has completed Six (6) months continuous service.

ARTICLE XI - UNION/COMPANY MEETINGS:

Union/Company meetings shall be held Four (4) times per year involving designated Employee/Union representatives and Management representatives.

The intent of said meetings is to promote employee participation, explore opportunities to increase morale, productivity and harmony at Neon Sales & Service.

ARTICLE XII - WAGE SCHEDULE:

Classification	Feb. 1st, 2007	Feb. 1st, 2008	Feb 1st, 2009
Journeyman I	\$21.81	\$22.47	\$23.60
Journeyman II	\$20.72	\$21.34	\$22.41
Lead Hand (.25c Per Hour Above Journeyman I)	\$22.06	\$22.72	\$23.85

Apprentices - In accordance with the schedule below:

First Sixty (60) days or to the day the contract is signed Forty Per Cent (40%).

Balance of 1st Year 60% of Journeyman Rate

2nd Year 75% of Journeyman Rate

3rd Year 85% of Journeyman Rate

Utility Employee	Feb. 1st, 2007	Feb. 1st, 2008	Feb 1st,2009
1st Year 60% of Journeyman II Rate	\$ 12.51	\$12.88	\$13.53
2nd Year 70% of Journeyman II Rate	\$ 14.54	\$14.98	\$15.73
Shipper Receiver	\$ 12.22	\$12.59	\$13.22
Casual or Temporary	\$ 10.72	\$ 11.04	\$ 11.60

ARTICLE XIII - BENEFITS:

(a) It is also agreed that if full accident insurance is carried by the Employer on members of the Union, apart from Occupational Health & Safety, this insurance is acceptable to the Union.

(b) It is understood and agreed that the parties to this agreement shall at all times comply with the accident prevention regulation made pursuant to the Occupational Health & Safety, and any refusal on the part of a workman to work or continue to work where contravention of such regulations jeopardizes his safety, shall not be deemed to be a breach of this agreement.

(c) As of **August 12th, 2007**, the Employer will pay **One Dollar and Seventy Seven Cents (\$1.77)** per hour into the Electrical Industry Health & Welfare Plan for each employee covered under this agreement.*

*** Five cents per hour shall be paid into the Health & Welfare Plan by employee contribution. The Employer shall contribute \$1.72 per hour and Employes shall contribute \$.05 per hour to equal the amount of \$1.77 per hour.**

ARTICLE XIV - JURISDICTION:

On electrical sign work outside the jurisdiction as set forth in this agreement, employees must conform and abide by the working conditions and shall receive the wage scales as set forth in that jurisdiction. Men shall not, however, be required to accept a lower rate of pay than covered in this agreement while working in other jurisdictions.

ARTICLE XV - RETROACTIVITY:

Retroactive pay will apply to all hours after **February 1, 2007.**

IN WITNESS WHEREOF the parties hereto have hereunto affixed their hands and seals through their respective Officers, and day and year first written above.

SIGNED FOR THE EMPLOYER

SIGNED FOR THE UNION

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LETTER OF UNDERSTANDING
BETWEEN
LOCAL UNION 254, INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS
AND
NEON SALES & SERVICES LTD.

Labour Management meetings whenever possible, shall be held in April, September, October and the week of the Company dinner.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

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DATED

LETTER OF UNDERSTANDING
BETWEEN
NEON SALES AND SERVICES LTD.
AND
LOCAL UNION 254, OF THE INTERNATIONAL
BROTHERHOOD OF ELECTRICAL WORKERS

It is agreed between the Parties that any employees employed by Sign Corp. or any of its subsidiary companies in Calgary, may be brought into the jurisdiction of Local 254, I.B.E.W.

**SIGNED FOR NEON SALES
& SERVICES LTD.**

**SIGNED FOR LOCAL UNION
254, I.B.E.W.**

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Dated.....

**LETTER OF UNDERSTANDING
BETWEEN
NEON SALES & SERVICES LTD.
AND
LOCAL UNION 254, OF THE
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS**

It is agreed that if a statutory holiday falls on a Sunday, Tuesday, Wednesday, Thursday or a Saturday, that the holiday may be observed on the Monday or Friday of the week in which the statutory holiday falls.

It is further agreed that if the statutory holiday is to be on a day other than the day it was declared, it will be by mutual consent.

If the statutory holiday is observed on a day other than that declared, it is then understood that no overtime will be paid for working the actual statutory holiday.

It is also agreed that by changing the day off, there will be no adverse affect on the Company from doing its business.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

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DATED:

LETTER OF UNDERSTANDING
BETWEEN
LOCAL UNION 254
INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
AND
NEON SALES & SERVICES LTD.

It is agreed that Mr. Francois Syms will be paid an additional \$1.00 per hour above the Painter rate as per Article XII in recognition of his other skills over and above those as a Painter.

Signed on behalf of
Neon Sales & Services Ltd.

Signed on behalf of
Local Union 254, I.B.E.W.

Dated _____

