

COLLECTIVE AGREEMENT

BETWEEN

AEROFREEZE SYSTEMS INC.

(the “Company”)

NATIONAL AUTOMOBILE, AEROSPACE TRANSPORTION AND
GENERAL WORKERS UNION OF CANADA (CAW-CANADA),
LOCAL 114

(the “Union”)

(March 1, 2008 - February 28, 2011)

13908 (01)

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ARTICLE 1 – GENERAL

1.01. Purpose

- (a) The purpose of this Agreement is to set forth and establish the terms and conditions of employment including employee promotions, transfer, layoff, and recall for those employees who come within the scope of this Agreement, so that stable and harmonious relationships may be established and maintained between the Company, the Union and the employees, to the mutual benefit of the Parties to this Agreement.
- (b) Further, the purpose of this Agreement is to facilitate the peaceful adjustment of **all** disputes and grievances through the use of the grievance and arbitration procedures contained herein, and to provide for the most efficient and effective operations of the Company's business and to ensure the Company's continued viability and to enhance the living standards of the employees.
- (c) and further to mutually recognize the respective rights, responsibilities and functions of the parties to this Agreement.

1.02. Performance of Bargaining Unit Work

Persons whose regular jobs are not included in a classification within this Collective Agreement shall not perform work covered by this Collective Agreement other than:

- (a) For the purpose of orientation, process training and process familiarization for a period of up to six months. This person will be in addition to regularly scheduled employees;
- (b) In emergency situations; an emergency will be defined beyond the control of the Company, e.g. flood, fire, loss of power;
- (c) Incidental assistance with shipping / receiving and related warehousing activities as per current practice;
- (d) When reasonable attempts have been made by the Company to have bargaining unit work performed by bargaining unit employees including the offer of overtime;

The performance of such work will not directly result in the displacement or layoff of a bargaining unit employee.

1.03. Contracting Out

The Company will be entitled to continue its existing contracting out practices. Further contracting out may be undertaken to moderate production loads when production requirements exceed capacity and / or capability. The Union shall be advised **as** soon as possible of any work to be contracted out.

The Company agrees that where it is cost effective and where the work can be completed in the necessary time frame that such work will be performed by bargaining unit employees.

In situations when contracting out is related to strategic initiatives regarding manufacturing, the Company will provide the Union with as much notice in writing as is reasonably possible of such plans. The parties shall meet to explore alternatives to contracting out including minimizing any possible layoffs.

1.04. Change of Legislation

- (a) In the event that existing federal or provincial legislation makes invalid any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement. The Company and the Union shall confer to settle upon a mutually agreeable provision to be substituted for the provision(s) so altered or invalidated.
- (b) In the event that any term, condition or provision, or part thereof, which is incorporated into this Agreement, whether by advertence, error or misunderstanding, is in fact or in law contrary to such federal or provincial legislation or regulation, then such term, condition or provision or **part** thereof, is void and of no effect.

1.05. No Other Agreement with Employees

No employee shall be required or permitted to make a written or oral agreement with the Company which may conflict with the terms of this agreement.

1.06. Successorship

The Company acknowledges that the Union has the right to apply to the Labour Relations Board for a declaration under section 35 of the *Labour Relations Code* which provides: If a business or part of it is sold, leased, transferred or otherwise disposed of, the purchaser, lessee or transferee is bound by this collective agreement. In the event that the Company relocates the business to anywhere else in British Columbia the Company agrees to provide the Union with as much notice as possible.

ARTICLE 2— MANAGEMENT RIGHTS

2.01. Company Recognition

The Union acknowledges that the management of the operations is vested exclusively in the Company, unless otherwise provided by this Collective Agreement. The Company reserves all rights not specifically restricted by the provisions of this Collective Agreement, including the right to:

- (a) maintain order and efficiency;

- (b) make or alter rules and regulations and policies to be observed by employees, which are not in conflict with any provision of this Collective Agreement. The Company agrees to provide the Union with a copy of any such rules and regulations and policies prior to their implementation;
- (c) The Union further recognizes the right of the Company to operate and manage its business in all respects, including directing the working force, creating new classifications or work units, determining the number of employees, if any, needed from time to time in any work units or classifications, and determining whether or not a position will be continued or declared redundant consistent with the provisions of this Agreement;
- (d) discipline, suspend, or discharge for just and reasonable cause.

ARTICLE 3 – RECOGNITION OF THE UNION

3.01. Bargaining Unit Description

This Agreement covers the employees of the Company at 150-2551, Viking Way, Richmond, British Columbia, except office, sales employees, engineers and designers, managers and outside installation employees and those excluded by the *Labour Relations Code*.

3.02. Union Recognition

The Company recognizes the Union as the sole and exclusive bargaining agent of all employees in the bargaining unit as defined in Article 3.01.

3.03. Union Dues

(a) Union Dues - Deduction

The Company agrees to deduct monthly from the earnings of each employee, Union Dues and Initiation Fees from time to time fixed by the Union. In addition, assessments levied in accordance with the Constitution and By laws of the Union will be deducted from the employees upon proper written notification from the Local Executive of the Union.

(b) Reporting of Dues Deducted

The Company agrees to show on each employee's annual T4 **slip** the amount of Union dues deducted.

3.04. Union Dues - Remitting

The total amount so deducted shall be remitted with the mutually agreed upon itemized statement to the Secretary Treasurer of the Local Union within ten (10) days following the month for which the Union dues were deducted.

3.05. Union Membership

All new bargaining unit employees hired after ratification of this Agreement, shall become members of the Union upon completion of their first week of employment.

3.06. Union Access to the Unit

An authorized representative of the Union shall be permitted to enter the unit at any reasonable time in the interest of the employees covered by this Agreement, provided that the Manager on duty is first contacted, the basis of the visit is discussed, and that there will be no disruption of employees' duties. The representative shall adhere to all Company safety and security policies while on Company property.

3.07. Union Notice Boards

The Company agrees to provide the Union with a cork Notice Board in the lunch room and at the time clock upon which the Union President or a delegate may post bulletins pertaining to Union business, election of officers, social and recreational events.

3.08. Shop Steward Recognition

The Company agrees to recognize four (4) Shop Stewards as designated by the Union.

3.09. New Employees Orientation

Each newly hired employee will be introduced to the Shop Steward at the first opportunity when doing so will not cause an undue interruption with the performance of the Steward's job duties. In any event, such introduction will take place within one (1) week of the date of hiring. The Company will provide the employee with a copy of the Collective Agreement. The Shop Steward will be allowed up to fifteen (15) minutes at a time approved by the Company without loss of pay, to familiarize the new employee(s) with the terms and conditions of employment.

3.10. Notification to the Union on Certain Changes

The Company agrees to notify a Shop Steward, as soon as reasonably possible, of the laying off, transferring, promoting or demoting of any employee.

3.11. Update on Employee Addresses

The Company agrees to provide the CAW Local Office, on a semi-annual basis, with the names and addresses and telephone numbers of all the employees in the bargaining unit. These shall be mailed or faxed to the CAW Local Office in New Westminster.

ARTICLE 4 – COMMUNICATION COMMITTEE**4.01. Communication Committee Meeting**

- (a) The purpose of the Communication Committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity.
- (b) The Parties to this Agreement realize that in part that the success of the operation depends on open, honest and frank discussions from time to time on matters that may or may not be directly related to grievance-arbitration provision of this Agreement.
- (c) Accordingly, the Parties agree to meet quarterly through the life of this Agreement or more or less often (mutually agreed to) to discuss issues such as the organization of work, training, productivity and promotion of the enterprise. The Chief Steward plus Shop Stewards from different departments within the operation shall attend these meetings during normal business hours without loss of pay. Minutes shall be kept **and** a copy shall be provided to the CAW Local Office in New Westminster.

ARTICLE 5 – PROBATIONARY EMPLOYEES

5.01. Hiring of Probationary Employees

The Company has the right to hire new employees as needed and to determine their job classification. New employees will be hired on a sixty (60) working days or three calendar months (whichever occurs first) probationary period. The Company will notify the Union of the name, address, telephone number and classification of any new employee at the time the employee commences employment. The probationary period will be used for the Company to determine suitability for the position. The probationary period may only be extended by 30 days with notification to the affected Employee and Union. Upon successful completion, seniority shall be back dated to date of hire. Probationary employees are covered by the provisions of the Collective Agreement unless specifically excluded.

ARTICLE 6 – HOURS OF WORK AND OVERTIME

6.01. Work Schedule

The Company will determine the hours of work, shift schedules and the complement of qualified employees from each job classification within each department required for the Regular Work Week and the Compressed Work Week, **as** defined below. Employees will generally work shift schedules of 5 shifts of 8 hours or 4 shifts of 10 hours with days off to be consecutive whenever possible. Employees shall be scheduled by seniority within their classifications, within their departments. Shift selection for day, afternoon or night shift or the first or second Compressed Work Week or **the** afternoon shift of the Compressed **Work** Week shall take place by seniority within the classification within the department provided the employee possesses the necessary skills, ability and experience to perform the work. Shift selection will remain within the assigned type of work week, ie Regular or Compressed. Shift selection shall only take place twice per year,

commencing within 30 days of ratification and every 6 months thereafter. Shift changeover will occur on the Sunday.

6.02. Shift Times

If the start and end time of shifts for employees have to vary to accommodate business and customer demands, the Company will give the Union and the employees as much notice as is practical, in any event no less than 30 days notice.

6.03. Regular Work Week

The standard work week ("Regular Work Week"), [subject to Article 6.02], shall consist of five (5) day shifts of eight (8) consecutive hours starting at 8:00 a.m. to 4:30 p.m.

Afternoon shift — If a second shift is employed, the hours of work shall be eight (8) hours between the hours of 4:30 p.m. and 1:00 a.m.

Night shift — If a third shift is employed, the hours of work shall be eight (8) hours of work between 12:30 a.m. and 8:30 a.m. with a paid half hour meal break at mid shift.

6.04. Compressed Work Week

Subject to Article 6.02, the alternate shift schedule ("Compressed Work Week"), shall consist of two (2), four (~~4~~) day shifts of ten (10) consecutive hours starting at 8:00 a.m. to 6:30 p.m. The first Compressed Work Week will run Sunday to Wednesday. The second Compressed Work week will run Wednesday to Saturday.

6.05. Afternoon Compressed Work Week

If an Afternoon Compressed Work Week shift is employed, the hours of work shall be ten (10) hours between the hours of 6:30 p.m. and 4:30 a.m. with a paid half hour meal break at mid shift.

6.06. Shift Changes

Shift change – The Company will give the employee forty-eight (~~48~~) hours notice prior to changing of shifts. The Company agrees there will be a minimum of 12 hours between end time and start time of a shift. Shift change shall only be implemented due to unforeseen circumstances.

6.07. Start and End of Shift

The employees will be required to be ready for work at the start of shift but at the end of shift will be allowed sufficient time during working hours to clean their work area and enter job data and wash **up** as required.

6.08. Overtime Distribution

Some job classifications and workload will require employees to work overtime hours/days. Employees will be expected to work overtime and overtime shall be offered on an equitable basis within each job classification within each department assuming the employee has the necessary skills and ability for the overtime work.

In each calendar year, a review of overtime distribution shall be done quarterly with a copy provided to the Shop Stewards to be discussed at the Communication Committee Meeting.

The Union agrees that when overtime is required it will encourage employees to work such overtime.

6.09. No Guarantee of Hours of Work

Nothing in this Collective Agreement constitutes a guarantee of hours of work for any employee.

6.10. Overtime Pay

- (a) Employees will be paid overtime rates of $1\frac{1}{2}$ x his or her regular rate for the hours worked over 8 or 10 hours in a day, depending on the employee's shift schedule, and for hours worked over 40 in one week. Employees will be paid overtime rates of 2 x his or her regular rate for the hours worked in excess of 12 hours in any day.
- (b) Specifically, overtime pay will be with respect to any hours worked in excess of forty (40) hours per seven (7) days worked, Sunday to Saturday.

6.11. Unpaid Lunch Break

There will be an unpaid lunch period of 1/2 hour at mid shift for all employees working 5 or more hours on any day, unless otherwise provided.

6.12. Rest Periods

The Company agrees to grant all employees covered by this Agreement to two (2) fifteen (15) minute paid rest periods each shift. The timing of the rest periods will not change except by mutual agreement. Employees required to work 2 hours or more of overtime will be entitled to an additional 15 minute paid break.

6.13. Four Hours Minimum

An employee who reports for work as scheduled in the usual manner who is prevented from working his/her full scheduled shift due to a cause not within his/her control, will be entitled to 4 hours pay at his/her regular rate whether or not the employee starts work.

6.14. No Personal Usage of Vehicle Required

The Company agrees that no employee covered by this Agreement shall be required to use their vehicle for Company business.

ARTICLE 7 - SENIORITY, LAYOFFS AND PROMOTIONS

7.01. Seniority Defined

Seniority will be defined in 3 categories as follows:

- (a) "Company Seniority" shall be defined as a continuous length of service in the bargaining unit. Upon completion of the probationary period, seniority will be back dated to the date of hire;
- (b) "Departmental Seniority" shall be defined as a continuous length of service within a department;
- (c) "Classification Seniority" shall be defined as a continuous length of service within a job classification.

Seniority shall accrue in the department and classification from the date of placement in that department or classification.

Departmental and Classification Seniority shall continue to accrue should an employee accept a temporary assignment, Where an employee transfers to a new classification and/or department, seniority shall be frozen in the previous classification and/or department.

7.02. Job Posting Requirement

The Company will post for a minimum of 5 workdays, all vacant positions in the bargaining unit. Postings will indicate the classification, the department, the shift, the tasks and the duties involved. If no internal candidates are identified who have the required knowledge, skills and ability to perform the duties and responsibilities of the position then the Company will post the position externally.

7.03. Job Posting Times

The Company is not obliged to post a job vacancy where the vacancy is expected to last 90 or fewer calendar days. Where a vacancy is expected to last more than 90 calendar days, the temporary vacancy shall be posted as per 7.02.

7.04. Job Posting Filling

Positions shall be filled giving consideration to knowledge, skills and ability to perform the duties and responsibilities of the position. Where two or more employees are relatively equal, Company Seniority will be the governing factor.

7.05. Seniority List

The Company will maintain a seniority list for company, department and classification and that will be updated annually. The seniority list will indicate the seniority of each employee. A copy of the seniority list will be posted and forwarded to the CAW Local Office and unless an employee objects to his or her seniority date within 30 days of the posting it will be deemed to be correct.

7.06. Loss of Seniority

Seniority rights and the employment of an employee will cease for an employee who:

- (a) voluntarily terminates his/her employment;
- (b) **is** discharged and not reinstated through the grievance procedure;
- (c) **is** on a continuous layoff for:
 - (i) Four (**4**) months for employees with less than 9 months of service;
 - (ii) Seven (7) months for employees with 9 months to three years of service;
 - (iii) Nine (9) months for employees with three to five years of service;
 - (iv) Fourteen (14) months for employees with more than five years of service;
- (d) fails to return at the end of an authorized leave of absence, unless prior arrangements acceptable to both employee and Company have been made for an extension of such leave;
- (e) fails to return to work within 5 working days after being recalled from a lay-off;
- (f) is absent without leave for 3 consecutive working days;
- (g) is outside the bargaining unit for more than 4 months, unless mutually agreed **but** in any case not more than 6 months.

7.07. Bumping after Layoff

The layoff of employees, other than in the Labour classification, will be in reverse order of seniority within the **job** classification within the department, subject to the knowledge, skills and ability of the remaining employees to perform the available work. A laid off employee may elect to bump a junior employee within their department. Providing the employee has exhausted bumping rights within their department, an employee may elect to bump into the Labour classification outside their department subject to the employee having the immediate knowledge, skills and ability to perform the duties and responsibilities of the position.

The employee will receive the rate of pay of the classification into which they have exercised their bumping rights.

The layoff of employees in the Labour classification will be by Company seniority.

7.08. Recall

Employees will be recalled in order of seniority within a job classification within a department, provided that they have the knowledge, skills and ability to perform the available work. The Company will contact the employee by telephone and give to the employee a verbal Notice of Recall. If the Company attempts but does not contact the employee by telephone, then the Company will deliver a written Notice of Recall by registered mail to the employee at the employee's last known address. If the employee does not return to work within 5 working days from date of the verbal Notice of Recall (if the employee is contacted) or delivery of the Notice of Recall, then he or she will be deemed to have abandoned his or her employment. It is the responsibility of laid off employees to keep the Company informed of their current address and telephone number. A copy of the recall notice will be given to the Shop Steward.

7.09. Hiring of New Employees

New employees will not be hired in a classification within a department while an employee in the same classification and department is on layoff.

7.10. Severance Pay after Layoff

An employee on layoff shall be paid out as per the formula established by the B.C. *Employment Standards Act* upon forfeiting of seniority rights or loss of seniority rights pursuant to Article 7.06.

7.11. Notice or Pay In Lieu of Notice of Layoff

The Company shall provide a minimum of 1 week's notice of layoff or pay in lieu. In addition, an employee on layoff who chooses to forfeit seniority rights or loses seniority rights pursuant to Article 7.06 shall be paid out as per the formula established by the B.C. *Employment Standards Act*.

7.12. Group Termination

In the event of a plant closure the Company agrees to comply with the Group termination provisions of the B.C. *Employment Standards Act*.

ARTICLE 8 - WAGES

8.01. Wage Schedule

- (a) The job classifications and rates of pay listed in the attached Wage Schedule is agreed upon by both Parties and is set out as Appendix "A" of this Collective Agreement.
- (b) The rates for the classifications set forth in this Agreement, and for any subsequent mutually agreed upon additions thereto, are the agreed upon rates for

those classifications and therefore no employee, except for those employees "red circled" by the agreement of the Parties, may perform work, within the classifications, for a rate other than the rate set forth in this Agreement.

8.02. New or Change Job Classification

- (a) If any new job classifications are established, or if there is a significant change in the job content of any job classification(s) set forth in this Wage Schedule, or if any job classification(s) have been overlooked in this Wage Schedule, the Parties hereto are agreed to negotiate a rate for the job(s) in question.
- (b) If the Parties are unable to reach agreement then the dispute will be settled through the Arbitration procedures of this Agreement.

8.03. Work in Higher Classifications

Any employee performing work classified at a higher rate of pay shall receive such higher rate for that shift provided the employee works 4 or more consecutive hours in the higher classification during that shift.

8.04. Pay Days

Wages shall be paid every second Thursday on Company time, with a maximum of five (5) working days' pay held back. Employees will be given a proper statement of all hours, indicating overtime hours, earnings and deductions, covering each pay period. Employees will have the option of receiving their pay by Electronic Transfer or by ordinary paycheque.

ARTICLE 9 - VACATION

9.01. Vacation Scheduling

The Company will provide a Vacation Planner by September 1st of each year to be completed by employees by October 1st. . Vacations will be scheduled on a seniority basis by classification within the department subject to operational demands. Employees who do not apply for vacation within the above time frame will be granted vacation on a first come, first served basis. When the Vacation Plan is completed, the Shop Steward will be given a copy which will be kept current by the HR Administrator or other designate.

The Company will post the vacation schedule and confirm each employee's vacation allotment by October 15th.

9.02. Scheduling Change

An employee may request a change to his/her vacation schedule which will be agreed to by mutual consent. The Company may request a voluntary change in an employee's vacation schedule based on operational requirements. The Company reserves the right to impose such changes if necessary, but will make every effort to first exhaust all other

alternatives, including a consideration of the financial impact to an employee of any such change.

9.03. Vacation Entitlement

Employees will receive annual vacations upon completion of the following years of service, with pay calculated as a percentage of their gross annual earnings:

- (i) After 1 year service - 2 weeks vacation, with vacation pay at 4% of their prior years' earnings;
- (ii) After 5 years service - 3 weeks vacation, with vacation pay at 6% of their prior year's earnings;
- (iii) After 10 years service – 4 weeks vacation, with vacation pay at 8% of their prior year's earnings;
- (iv) After 15 years service – 5 weeks vacation, with vacation pay at 10% of their prior year's earnings;
- (v) After 20 years service – 6 weeks vacation, with vacation pay at 12% of their prior year's earnings.

9.04. Vacation Pay

An employee may request a payout of their vacation pay for their scheduled vacation by providing three weeks advance notice in writing to the HR Administrator or other designate. Any accrued balance will be paid out at the end of the calendar year.

9.05. Vacation Increments

Vacation should be taken in weekly increments and in no case may vacations be taken in increments of less than one day.

9.06. Statutory Holiday During Vacation

In the event of a statutory holiday falling during the employee's annual vacation, the employee will be entitled to be off, with pay, the day he would normally have returned to work.

ARTICLE 10 - STATUTORY HOLIDAYS

10.01. Statutory Holiday

The Company agrees to observe and pay employees at the employee's hourly rate per day for the following ten deemed Statutory holidays:

New Years Day
Good Friday

Victoria Day
Canada Day
British Columbia Day
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

10.02. Entitlement

Article 10.01 applies to employees who have worked fifteen (15) out of the thirty (30) calendar days preceding the holiday and who have worked their last regularly scheduled work day immediately preceding and the first regularly scheduled work day immediately following the holiday, unless on an approved leave of absence..

10.03. Non-Working Day

In the event a statutory holiday should fall on a non-working day, the work day as established by business practice shall be observed as the holiday.

10.04. No Double Payment on WCB

Employees who are paid for a holiday through WCB payments will not be entitled to Statutory holiday pay from the Company.

10.05. Next Scheduled Work Day Observed

If one of the above listed holidays falls on the employee's regular scheduled day off, the following regularly scheduled work day will be observed as a statutory holiday.

10.06. Laid Off Employee

An employee laid off for more than thirty (30) calendar days will not be entitled to the deemed Statutory holidays.

10.07. Statutory Holiday Pay

In the event an employee must work during a deemed Statutory holiday, the employee will be paid 1 ½ times the employee's regular wage for the time worked up to 12 hours, double the employee's regular wage for any time worked over 12 hours, and a regular day's pay.

10.08. Pay for non-entitled Employees who work

Employees who do not qualify for Statutory holiday pay as per article 10.02, but who work on a Statutory holiday shall be paid 1 ½ times his or her base rate for all hours worked up to 12 hours and 2 times his or her base rate for hours worked in excess of 12 hours in a day.

ARTICLE 11 – BENEFITS

11.01. Payment of Premiums

Effective on the ratification, unless otherwise provided, the Company shall pay 90% of the premium costs of the following benefits:

- (a) British Columbia Medical Services Plan (the Company will pay 100%);
- (b) Standard Extended Health Care (80% reimbursement);
- (c) Dental Care Plan (Plan A – 75%, Plan B – 50%, Plan C – 50%);
- (d) Group Life (1 x base salary to maximum of \$250,000) and Accidental Death and Dismemberment Insurance;
- (e) Long Term Disability;
- (f) Effective March 1, 2010, the Company will pay 100% premiums for a Weekly Indemnity Plan (0/0/7).

The Company's only obligation under the Collective Agreement is for the payment of premiums to purchase insurance. As of March 1, 2009, the Company will pay 100% of the premiums for the benefits listed above. Employees will be entitled to such benefit coverage after completing the probationary period.

11.02. Benefits during Layoff

When an employee is off work due to layoff, benefits shall continue for three (3) months from the date of layoff.

11.03. Benefits during WCB or LTD

When an employee is off work on an accepted WCB or disability claim, benefits shall continue for the duration of the accepted leave.

ARTICLE 12 – PENSION

12.01. Pension Plan

The Company shall provide a Defined Contribution Pension Plan with 2% base rate for each employee with a matching 2% of base rate for each employee.

ARTICLE 13 - PERSONAL AND STATUTORY LEAVES

13.01. Leaves of Absence

Unless otherwise provided, the Company will grant unpaid Statutory leaves of absence to employees as required by the B.C. *Employment Standards Act*, ("the Act"), as amended from time to time. Statutory Leaves include:

- Family Responsibility Leave (up to 5 unpaid days) Compassionate Care Leave (up to 8 weeks unpaid) Bereavement Leave (see 13.03)
- Jury Duty Leave (see **13.04**)
- Pregnancy and Parental Leave (up to 52 weeks combined unpaid)
- Employees must comply with the statutory requirements set out in the Act for such leaves.

13.02. Definition of Immediate Family

For the purposes of complying with the leave requirements under the *Act* or the Collective Agreement, an employees' immediate family is defined as the spouse, child, parent, guardian, sibling, grandchild or grandparent, and any person who lives with an employee as a member of the employee's family.

13.03. Bereavement Leave

When a member of an employee's immediate family dies the employee shall be granted 3 days paid Bereavement Leave, provided the employee is actively at work (including vacation).

13.04. Jury Duty

Employees who have completed their probationary period, who are summonsed for jury selection or jury duty shall be paid the difference between their regular base pay and the pay received from any other source, for each working day lost. The employees must show satisfactory proof of receiving the summons and must provide the Company with a statement of the pay received when claiming the pay difference.

13.05. Unpaid Leave

The Company may grant unpaid Personal Leaves based on consideration of operational requirements, but not for the purpose of performing alternate employment. Consideration will be given for short leaves requested for the purpose of participating in union training and other union business.

13.06. Notice of Leave

Employees must request any leave in writing as far in advance as possible by completing the Company's leave request form. During an employee's extended medical leave the employee must keep in touch with his/her supervisor or Human Resources, For any leave, the employee must give prompt notice if there is any change in the employee's return date.

13.07. Benefits during Leave

If an employee is enrolled in the Company health plan, the Company will maintain benefit premiums during an approved leave of absence of 30 days or less or for any Jury Duty *or* Compassionate Care Leave subject to the employee being required to pay for their portion of the premium upon their return to work. For approved personal leave of

absence of more than 30 days the employee will be required to make advance payments or arrangements for the full premiums with the Company to continue benefit coverage. Failure to do so may result in the cancellation of benefits during the leave of absence. For Pregnancy and Parental leave, the Company will maintain benefit coverage subject to the employee being required to make advance payments or arrangements for their portion of the premiums.

ARTICLE 14 - OCCUPATIONAL HEALTH, SAFETY AND THE ENVIRONMENT

14.01. Safety, Health And Environment Responsibility

- (a) It is the responsibility of the Company to make adequate provision for the health, safety and environment of employees during the hours of their employment and to provide proper training and education on safe work practices and operation of equipment. Employees also have responsibilities to protect their health, safety and environment and shall adhere to and uphold the established safety and environmental regulations and, to immediately report unsafe or environmentally harmful conditions, equipment, or practices to the Manager, who shall arrange to correct the problem as soon as possible. The Company and its employees shall comply with the *Workers' Compensation Act* and its *Regulations*, the *Workplace Act*, the *Occupational Environment Regulations* and applicable environmental statutes and regulations.
- (b) The Union and the Employer agree that employees have responsibilities for their safety and health and agree to cooperate fully with the Company on all matters of health and safety, environment and house keeping. In order to maintain a **cooperative** interest in safety, employees **will** inform management **as soon as** practical of all injuries resulting from accidents occurred in the workplace and where necessary and where the Company has not dealt with the issue, to notify the appropriate authorities if there is a release of hazardous substances to the air, earth or water systems

14.02. Health, Safety And Environment Committee

- (a) The Joint Health, Safety and Environment Committee will be formed and operate in accordance with the *Workers' Compensation Act and Regulations*. The Union representation shall not be less than 2 members chosen by the Union. One Co-Chair of the Committee shall be a Union representative.
- (b) The Committee shall assist in creating a safe place to work, shall recommend actions which will improve the effectiveness of the Health, Safety and Environmental program, and shall promote compliance with applicable government regulations. Minutes of such meetings, signed by the two Co-chairs, shall be posted on the bulletin board, given to Committee members and forwarded to the CAW Local Office.

- (c) With the consent of the Company, Union staff or Union health and safety advisors may be permitted to attend Committee meetings on the request of any member of the Committee (where they shall have voice but no vote).
- (d) Every injury or near miss which involved or would have involved the worker going to a doctor or hospital must be investigated. A Union committee member and an Employer committee member shall investigate the accident. The appropriate governmental inspection agency shall be notified immediately after the accident.
- (e) The Company shall provide the Committee with the material safety data sheets of all new substances and processes introduced in the plant.
- (f) The Company agrees to provide training to all members of the Joint Health Safety & Environment Committee.

14.03. Injured Worker Provisions

- (a) An Employee who is injured during working hours and who is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of the shift at his/her regular rate of pay.
- (b) Such Employee shall be provided with transportation to his/her doctor's or hospital and to his/her home.

14.04. First Aid Attendants

- (a) The Company shall determine the number of First Aid attendants required in each level in accordance with the Occupational Health and Safety regulations. The Company agrees to provide Occupational First Aid training in level 1 and level 2, as required, to interested employees in the bargaining unit who have been assigned by the Company to be First Aid Attendants. The Company shall pay for the fees and text books and regular wages during training for **all** assigned First Aid attendants in the bargaining unit.
- (b) The Company when assigning First Aid attendants from the bargaining unit will do so on the basis of seniority and plant location provided there are qualified Union employees available. Provided that there are qualified Union employees available a minimum of one member of the bargaining unit will be assigned as the level 2 First Aid attendant. This does not extend to overtime. The premium pay shall be \$0.50 per hour for level 1 and \$1.50 per hour for level 2.

14.05. Refusal of Unsafe Work

- (a) A person must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that person has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.

- (b) **A** worker who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to subsection (a) must immediately report the circumstances of the unsafe condition to his or her supervisor or employer.
- (c) **A** supervisor or employer receiving a report made under subsection (b) must immediately investigate the matter and
 - (i) ensure that any unsafe condition is remedied without delay, or
 - (ii) if in his or her opinion the report is not valid, must so inform the person who made the report.
- (d) If the procedure under subsection (c) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, the supervisor or employer must investigate the matter in the presence of the worker who made the report and in the presence of
 - (i) a worker member of the Joint Committee,
 - (ii) a worker who is selected by a trade union representing the worker, or
- (e) If the investigation under subsection (d) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, both the supervisor, or the employer, and the worker must immediately notify an officer, who must investigate the matter without undue delay and issue whatever orders are deemed necessary.
- (f) **A** worker must not be subject to discriminatory action because the worker has acted in compliance with Article 14.05 or with an order made by an officer.
- (g) Temporary assignment to alternative work at no loss in pay to the worker until the matter in Article 14.05 is resolved is deemed not to constitute discriminatory action.

14.06. Safety Footwear

Upon completion of probation, the Employer will reimburse upon proof of payment of a CSA approved footwear a boot allowance for safety boots or shoes to a maximum of \$85.00 per year or \$170.00 every two years if employees in the bargaining unit are required under the *Workers' Compensation Act and Regulations* to wear such footwear.

14.07. Safety Glasses

The company shall supply Safety Glasses as required under the *Workers' Compensation Act and Regulations*.

14.08. Ear and Respiratory Protection.

Ear and respiratory protection shall be supplied as required under the *Workers' Compensation Act and Regulations*.

14.09. Washing Facilities

Proper washing facilities shall include hot and cold water, hand cleanser, towels and wash basins. These shall be provided by the Company.

14.10. Lockers

Clothes lockers of suitable size shall be provided by the Company for protection of the employees' clothing and personal belongings.

14.11. Lunch Room

The Company agrees to provide lunch space(s) of a sufficient size to accommodate the employees.

14.12. Plant Conditions and Plant Maintenance

The Company agrees that the premises shall be heated adequately, ventilated and lighted.

14.13. National Day of Mourning

Each year on April 28th, the national day of mourning will be recognized with appropriate posters etc posted on communication boards within the Company. The company agrees to provide a letter to each employee commemorating the National Day of Mourning at the closest pay date before April 28th.

ARTICLE 15 - HUMAN RIGHTS AND HARASSMENT

15.01. Discrimination Defined

With reference to the British Columbia *Human Rights Code*, the Company and the Union agree that discrimination including harassment of any employee because of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or intended employment of that person is absolutely prohibited. Every employee has the right to work in an environment of mutual respect, free from discrimination and harassment including sexual harassment. Harassment includes demeaning and abusive behaviour and bullying based on a prohibited ground. Harassment may also involve Personal Harassment based on demeaning and abusive behaviour and bullying. Any action contravening this policy will constitute grounds for discipline up to and including discharge, depending on the severity of the incident.

15.02. Filing a Complaint

An employee subjected to discrimination including harassment may either initiate a grievance as per the grievance procedure of the Collective Agreement or file a written complaint with the Director of Finance, Control, IT and Human Resources or his/her designate and the President of the Local Union. If necessary the Company and the Union will commence a thorough joint investigation. Both parties agree that all aspects of the investigation will be kept in strict confidence. Employees reporting any incident of harassment are guaranteed protection from reprisal due to filing such a complaint.

15.03. Complaint with British Columbia Human Rights Tribunal

Nothing in this Article prevents an employee from filing a complaint of discrimination including harassment on a prohibited ground with the British Columbia Human Rights Tribunal.

ARTICLE 16 - DISCIPLINE

16.01. Just and Reasonable Cause

The Company agrees that an employee bound by this Agreement may only be disciplined for just and reasonable cause.

16.02. Shop Steward Present

When the Company disciplines an employee by verbal or written warning, suspension or discharge, a Shop Steward will be present.

16.03. Personnel File Access

The Company agrees that an employee **will** have access to his or her personnel file (at a mutually agreeable time) and have access to the grievance and arbitration provisions of this Agreement to dispute any entries on the file related to workplace performance or discipline. Employees will be given copies of any entries confirming a verbal warning given or copies of any written warnings.

16.04. Crossing Picket Line

An employee covered by this Agreement shall have the right to refuse to cross a legal picket line in connection with a labour dispute. Failure to cross a legal picket line shall not be considered grounds for disciplinary actions or otherwise be a violation of this Agreement.

ARTICLE 17 – GRIEVANCE PROCEDURE

17.01. Adjustment of Grievance

It is agreed that grievances and disputes relative to the interpretation, application, operation or alleged violation of the clauses of this Agreement which may arise during the life of this Agreement, shall be promptly discussed and the parties hereto **will** diligently cooperate in an effort to adjust such grievances at the earliest possible time.

17.02. Right to be present

The grievor may elect to be present at any stage of the Grievance Procedure

17.03. Right to Shop Steward

A Shop Steward will be allowed reasonable time to attend meetings with the Company under the grievance procedure without loss of pay, after first obtaining permission from his or her supervisor. Only one Shop Steward may attend to a particular grievance at Step 1. The Shop Steward who is to attend to the grievance will identify himself or herself to the Company representative and, once identified, the Company will deal only with that Shop Steward in respect of the grievance at Step 1.

17.04. Steps on filing of Grievance

The Company, the Union, or the employee having a grievance, dispute, or complaint will submit it within 7 calendar days of the event giving rise to such grievance, dispute, or complaint. The following steps will be observed:

Step 1

The employee, with the Shop Steward, will take the grievance up with his or her direct supervisor (or designated management representative). If no satisfactory settlement is reached, the grievance may, within 7 calendar days, be referred to the next step.

Step 2

The grieving party will submit the grievance, in writing, to the other party. Upon receipt of the written grievance, the parties will endeavour to meet, within 7 calendar days, to discuss the grievance.

The meeting will be between the Company's Vice President, Operations and the Union Representative. A decision as to the grievance will be rendered in writing and delivered to the grieving party within 7 calendar days of the meeting.

Step 3

Failing settlement of the grievance at Step 2, the grieving party will notify the other party, in writing, within 30 calendar days of the decision that it intends to submit the matter to arbitration.

17.05. Step 2 Grievances

Discharge, Union or Company grievances will be initiated at Step 2.

17.06. Time Limits

The Parties agree that the specified time limits may be extended by mutual written consent.

ARTICLE 18 - ARBITRATION

18.01. Single Arbitrator

In the event a grievance is not resolved in accordance with the grievance procedure, the Company and the Union will endeavour to agree upon selection of a single arbitrator to resolve the dispute. If the Company and the Union are unable to agree upon the selection of a single arbitrator, either party may apply to have an arbitrator appointed under the arbitration provisions of the British Columbia Labour Relations Code.

18.02. Binding Arbitration

After an arbitrator has been selected, the arbitrator will meet and hear the evidence of both sides. The arbitrator's decision is final and binding on all parties to this Collective Agreement.

18.03. Role of Arbitrator

The arbitrator will be restricted to interpreting and applying the provisions of this Collective Agreement, and will have no authority to alter, modify, subtract from, or supplement the provisions in any way.

18.04. Costs of Arbitrator

The parties will bear an equal proportion of the fees and the expenses of the arbitrator.

ARTICLE 19 - DURATION

19.01. Term of Collective Agreement

This Collective Agreement will be effective on March 1, 2008 and remain in effect to and including February 28, 2011 and thereafter for year to year unless notice in writing is given, by the other party, **of** the desire to cancel, change or amend any other provisions contained in this Agreement, within 4 months immediately preceding the date of expiry of the Agreement.

19.02. Terms during Negotiation

During the period when negotiations are being conducted between the parties for the renewal of this Agreement, the present Agreement shall continue in full force and effect until the Union commences a legal strike, or the Company commences a legal lockout, or the parties enter into a new Agreement.

19.03. Exclusion of Section 50

The parties specifically agree to exclude the operation of Section 50(2) and (3) of the *Labour Relations Code*.

19.04. No Strikes or Lockouts

The Union agrees that during the life of this Collective Agreement, there will be no strikes, slowdowns or stoppages of work, either complete or partial, and the Company agrees that there will be no lockouts.

ARTICLE 20 – INTERPRETATION

20.01. . The headings in this Collective Agreement are not to be used in the interpretation of the Agreement

20.02. . There are the following Departments in place for the purpose of applying any provision of this Agreement:

- Freezer Assembly
- Panel Assembly
- Coils
- Components
- Machining & Cutting
- Electrical
- Shipping/Receiving

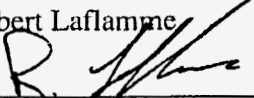
SIGNED ON BEHALF OF:

AEROFREEZE SYSTEMS **INC.**

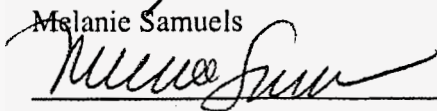
Paul Conradie



Robert Laflamme



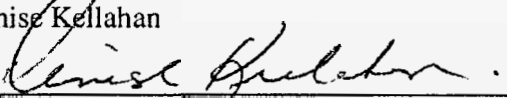
Melanie Samuels



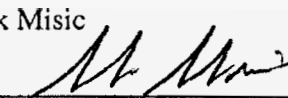
SIGNED ON BEHALF OF:

NATIONAL AUTOMOBILE, AEROSPACE
TRANSPORTION AND GENERAL
WORKERS UNION OF CANADA
(CAW-CANADA), LOCAL 114

Denise Kellahan




Mark Misic



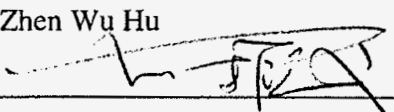
Chi Yung Ho




Liang-Jen Lee



Zhen Wu Hu



Chih Heng Lin



Oct 1, 2008.

APPENDIX A - Wage Schedule

<u>Classification</u>	<u>March 1, 2008</u>	<u>March 1, 2009</u>	<u>March 1, 2010</u>
Assembler Level 1	19.50	20.10	20.75
Assembler Level 2	18.25	18.85	19.50
Assembler Level 3	16.25	16.85	17.50
Electrical Assembler	16.25	16.85	17.50
Labourer	15.00	15.60	16.25
Lead Hand 1	24.50	25.10	25.75
Lead Hand 2	22.50	23.10	23.75
Lead Hand 3	18.50	19.10	19.75
Machine Operator	16.25	16.85	17.50
Machinist	18.25	18.85	19.50
Sheet Metal Worker	18.25	18.85	19.50
Shipper/Receiver	16.25	16.85	17.50
Welder A(Red Seal)	25.25	25.85	26.50
Welder B	23.25	23.85	24.50
Welder 1	19.75	20.35	21.00
Welder 2	18.50	19.10	19.75
Welder 3	16.50	17.10	17.75
Electrician (Red Seal)	25.25	25.85	26.50

1. There will be a shift premium of \$0.75 per hour for working the Afternoon or Night shift but not for working a Compressed Work Week.
2. All employees earning a higher wage than those listed in Appendix "A" shall be red-circled and will be paid the equivalent of the following additional rate per hour on their base rate. The Company will make these one-time payments at the end of each of the years of the Collective Agreement:

Year one (1) - \$0.50 per hour

Year two (2) - \$0.60 per hour

Year three (3) - \$0.65 per hour
3. For employees whose present rate versus the new clarification rate (effective March 1, 2008) does not represent a 0.50 cent/hour increase, they will be orange-circled and will receive the difference between their increase from present to new classification and the 0.50 cent/hour increase in a one time cash adjustment to be paid March 1, 2009 based on 2040 hours.

APPENDIX B – Position Description

Job Description

Job Title:	<i>Lead Hand</i>
Reports To:	<i>Supervisor</i>

Job Purpose

Lead Hand is responsible for leading their team in the execution of their tasks and responsibilities.

Duties and Responsibilities

- e Supervise, co-ordinate and schedule the activities assigned to their team.
- e Establish priorities and targets to meet work schedules and co-ordinate activities with other departments.
- e Assign work activities to team members and monitor performance.
- Monitor quality requirements to ensure product meets all requirements.
- e Ensure all team members comply with safety requirements & housekeeping practices.
- Requisition materials and supplies.
- Co-ordinate crating and loading of equipment for shipment.
- Setup machinery and equipment.
- Take responsibility for tools assigned to team.
- Communicate any job or personnel issues to the appropriate supervisor or manager.
- e Complete quality control documentation as required and follow relevant quality procedures.
- e In addition to supervisory responsibilities, the lead hand will be expected to perform activities typical to their work area.

Knowledge, Skills & Abilities

- Sound knowledge of activities being performed by the team.
- Capable of planning and sequencing activities required to complete assigned tasks.
- Able to communicate effectively with team members and other personnel.
- Sound knowledge of safe rigging and material handling practices.
- Knowledge of safe working practices and procedures.
- Capable of operating forklift and cranes.
- There are three levels for the lead hand position and the assigned level will depend on area of the shop / duties that a specific leadhand is assigned to.

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Approved By:	<i>P. Conradie</i>
Date Approved:	<i>Rev 1</i>

Job Description

Job Title:	<i>Assembler – Level 1</i>
Reports To:	<i>Lead Hand</i>

Job Purpose

An Assembler Level 1 is responsible for assembling freezer and freezer components, During the manufacturing process the individual will work both with pre-manufactured components, purchased items as well as raw materials. These individuals will typically work within a designated team and will report to a Lead Hand or Supervisor.

Duties and Responsibilities

- Layout and assemble jigs and fixtures.
- Review drawings, identify materials and assemble components as directed.
- Prepare material for assembly, including cutting, marking out and preparation of raw materials.
- e Take measurements to ensure that required dimensions on the manufacturing drawings are complied with.
- Tack weld & weld components using GTAW and GMAW / SMAW welding processes on stainless steel and / or aluminum.
- Install purchased components.
- Assist with preparation for shipment including rigging, bracing and loading.
- Complete quality control documentation as required and follow relevant quality procedures.
- Coordinate work with another assembler, labourer or welder.
- Perform housekeeping duties and comply with housekeeping policies,

Knowledge, Skills & Abilities

- e Able to use a variety of hand tools and measuring equipment including grinders, drills, cutting and punching equipment, measuring tape and level.
- Knowledge of reading and understanding technical drawings.
- Layout materials as per technical drawings.
- Able to build jigs and use the required clamping devices to assemble components.
- Capable of operating a forklift and overhead crane.
- Knowledgeable of how to rig items.
- Knowledge of safe working practices and procedures.

Approved By:	<i>Paul Conradie</i>
Date Approved:	<i>Rev 0</i>



Job Description

Job Title:	<i>Assembler – Level 2</i>
Reports To:	<i>Lead Hand</i>

Job Purpose

An Assembler Level 2 is responsible for assembling freezer and freezer components. During the manufacturing process the individual will work both with pre-manufactured components, purchased items as well as raw materials. These individuals will typically work within a designated team and will report to a lead hand or an Assembler.

Duties and Responsibilities

- Assist with assembly of jigs and fixtures.
- Review drawings, identify materials and assemble components as directed.
- Prepare material for assembly, including cutting and preparation of raw materials.
- Take measurements to ensure that required dimensions on the manufacturing drawings are complied with.
- Tack weld and weld components using GTAW and GMAW / SMAW welding processes on stainless steel and / or aluminum.
- Install purchased components.
- Assist with preparation for shipment including rigging, bracing and loading.
- Perform housekeeping duties and comply with housekeeping policies.

Knowledge, Skills & Abilities

- Able to use a variety of hand tools and measuring equipment including grinders, drills, cutting and punching equipment, measuring tape and level.
- Knowledge of reading and understanding technical drawings.
- Competent in using both GTAW and GMAW welding equipment.
- Capable of operating a forklift and overhead crane.
- Knowledge of safe working practices and procedures.

Approved By:	<i>Paul Conradie</i>
Date Approved:	<i>Rev 0</i>

Job Description

Job Title:	<i>Assembler Level 3</i>
Reports To:	<i>Lead Hand</i>

Job Purpose

An Assembler Level 3 is responsible for welding steel components on freezers, freezer assemblies and components. In addition, this position is required to assist with assembly activities and will report to a Lead Hand or an Assembler.

Duties and Responsibilities

- Able to weld using **GTAW** and **GMAW** processes on stainless steel and / or aluminum.
- Setup welding equipment to suit the requirements of the task.
- Plan **and sequence welding to ensure minimum distortion and warping.**
- Select optimal welding processes and parameters.
- Prepare material for assembly, including cutting and preparation of raw materials.
- Clean and grind welds.
- Assist in preparation for shipment.
- **Perform** housekeeping duties and comply with housekeeping policies.

Knowledge, Skills & Abilities

- Able to operate variety of hand tools.
- Be able to weld in a variety of welding positions.
- Competent in using both **GTAW** and **GMAW** welding equipment.
- Knowledge of welding parameters and settings and their influence on the welding process.
- **Perform** basic maintenance on welding machine components.
- Capable of operating overhead crane.
- Knowledge of safe working procedures and practices.

Approved By:	<i>Paul Conradie</i>
Date Approved:	<i>Rev 0</i>

Job Description

Job Title:	<i>Journey person Welder (Welder "A" & "B")</i>
Reports To:	<i>Lead Hand</i>

Job Purpose

A Journey person Welder is responsible for welding steel components on freezers, freezer assemblies and components. Welding activities are applied to a variety of stainless steel and aluminum grades. A Journey person welder is capable of working unsupervised in all departments using a variety of welding equipment and techniques.

Duties and Responsibilities

- Able to weld using GTAW, GMAW, SMAW & FCAW processes.
- Setup welding equipment to suit the requirements of the task.
- Select optimal welding processes and parameters.
- Complete quality control documentation as required and follow relevant quality procedures.
- Perform housekeeping duties and comply with housekeeping policies.

Knowledge, Skills & Abilities

- Understand welding symbols.
- Be able to weld in a variety of welding positions.
- Competent in using both GTAW and GMAW welding equipment to weld stainless steel and / or aluminum.
- Capable of setting up machine to suit a specific welding process.
- Knowledge of wetding parameters and settings and their influence on the welding process.
- Assist in developing new welding procedures and resolving quality problems (Level "A").
- Perform maintenance, diagnosis and setup of wire feed systems, power packs, torches and cables on equipment throughout the plant.
- Successfully complete and hold welding ticket as stipulated in relevant weld procedure qualifications as well as the relevant certification of trade qualification (Welder "A" or "B" with Inter-Provincial Red Seal Endorsement).
- Understanding of relevant codes and standards (Welder "A").
- Perform NDT procedures & develop inspection procedures (Welder "A").
- Understanding of pre & post heat treatment (Welder "A").
- Develop time estimates (Welder "A").
- Plan and sequence welding to ensure minimum distortion and warping.

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- Capable of welding in a 6G position.
- Knowledge of safe working procedures and practices.
- Capable of operating overhead crane.

Approved By:	<i>P. Conradie</i>
Date Approved:	<i>Rev 1</i>

Job Description

Job Title:	<i>Welder</i>
Reports To:	<i>Lead Hand</i>

Job Purpose

A Welder is responsible for welding coil return bends and coil headers. Welding activities are applied to a variety of stainless steel and aluminum grades.

Duties and Responsibilities

- Able to weld using GTAW and SMAW processes.
- Setup welding equipment to suit the requirements of the task.
- Select optimal welding processes and parameters.
- Complete quality control documentation as required and follow relevant quality procedures.
- Perform housekeeping duties and comply with housekeeping policies.
- Perform final pneumatic pressure test of coils.

Level	Type of Weld		
	Tube To Tube	Tube to Pipe	Pipe to Pipe
1	✓	✓	✓
2	✓	✓	x
3	✓	x	x

Knowledge, Skills & Abilities

- Basic understand welding symbols.
- Be able to weld in a variety of welding positions.
- Competent in using both GTAW and / or SMAW welding equipment to weld stainless steel and aluminum.
- Capable of setting up machine to suit a specific welding process.
- Perform basic maintenance on welding machine components.
- Successfully complete and hold welding ticket as stipulated in relevant weld procedure qualifications.
- Capable of welding in a 5G position.
- Knowledge of safe working procedures and practices.
- Capable of operating overhead crane.

Approved By:	<i>P. Conradie</i>
Date Approved:	<i>Rev 2</i>

Job Description

Job Title:	<i>Journeyman Electrician</i>
Reports To:	<i>Electrical Engineering Manager/ Lead Hand</i>

Job Purpose

- Assemble, install, and wire electrical control panels.
- Install and connect electrical components, such as motors, fixtures, heaters and sensors.
- e Maintain, repair, install and test electrical equipment, feeders, branch circuits, panels, junction boxes, conduits and tools.

Duties and Responsibilities

- e Assemble motor starters, contactors, VFDs, circuit breakers, PLCs, pushbuttons or other electrical control devices into control panels.
- Wire electrical connections for control panels.
- Install electrical components in freezers.
- Wire electrical components to junction boxes or control panel.
- Check final assembly of control equipment for adherence to quality control standards.
- e Interpret engineering drawings and electrical schematics.
- e Install, examine, replace or repair electrical wiring, receptacles, switch boxes, conduits, feeders, branch circuits.
- Maintain, repair, test and install electrical equipment.
- e Perform housekeeping duties and comply with housekeeping policies.

Knowledge, Skills & Abilities

- Must hold certificate of trade qualification as an Industrial Electrician.
- e Knowledge of industry standards and practices.
- e Able to operate a variety of hand tools and electrical test equipment.
- Perform testing and debugging activities.
- Complete quality control documentation as required.
- e Knowledge of safe working procedures and practices.

Approved By:	<i>P. Conradie</i>
Date Approved:	<i>Rev 0</i>

Job Description

Job Title:	<i>Electrical Assembler</i>
Reports To:	<i>Lead Hand</i>

Job Purpose

- Assemble, install, and wire electrical control panel.
- Install and connect electrical components, such as motors, fixtures, heaters and sensors. Works under the supervision of lead hand or electrician.

Duties and Responsibilities

- Interpret engineering drawings and electrical schematics.
- Assemble motor starters, contactors, VFDs, circuit breakers, PLCs, pushbuttons or other electrical control devices into control panels.
- Wire electrical connections for control panels.
- Install electrical components in freezers.
- Wire electrical components to junction boxes or control panel.
- Assist with checking final assembly of control equipment for adherence to quality control standards.
- Repair tools and equipment.
- Perform housekeeping duties and comply with housekeeping policies.

Knowledge, Skills & Abilities

- Knowledge of industry standards and practices.
- Able to operate a variety of hand tools and electrical test equipment.
- Perform testing and debugging activities.
- Knowledge of safe working procedures and practices.

Approved By:	<i>Paul Conradie</i>
Date Approved:	<i>Rev U</i>



Job Description

Job Title:	<i>Machinist</i>
Reports To:	<i>Lead Hand</i>

Job Purpose

Sets up and operates conventional, special purpose, and numerical control (NC) machines and machining centers to fabricate metallic and nonmetallic parts and components used in the fabrication of freezer equipment. This description would also include the operation of computer numerical control (CNC) machines.

Duties and Responsibilities

- Reviews drawings to determine appropriate machine and sequence of operation.
- Selects appropriate holding fixtures, attachments and tooling.
- Determines appropriate machine settings such as speed, feed, depth and angle of cut or retrieves / enters appropriate data from CNC machine.
- Verifies conformance of finished work piece to relevant drawings / specifications.
- Perform housekeeping duties and comply with housekeeping policies,

Knowledge, Skills & Abilities

- Working knowledge of operating machinery such as lathe, milling machine and drilling machine.
- Capable of planning sequences of machining, selection of tooling and fabrication of tooling.
- Capable of using measuring equipment.
- Knowledge of reading technical drawings.
- Perform basic maintenance and inspection of machines.
- Complete quality control documentation as required and follow relevant **quality** procedures.
- Knowledge of safe working practices and procedures.

Approved By:	<i>Paul Conradie</i>
Date Approved:	<i>Rev 0</i>

Job Description

Job Title:	Sheet Metal Worker
Reports To:	Supervisor

Job Purpose

This position falls within the components department and entails the preparation of components from sheet steel for use in the assembly departments.

Duties and Responsibilities

- Manufacture sheet metal components as per supplied drawings.
- Determine appropriate manufacturing sequences and work methods.
- Transfer layout to suit drawing requirements using a variety of measuring instruments and scribing tools.
- Perform housekeeping duties and comply with housekeeping policies.

Knowledge, Skills & Abilities

- Able to read technical drawings.
- Sound knowledge of using a variety of machines such power shear, press brake, rolling machine, drilling machines and / or CNC punching machines.
- Familiar with the operation of forklifts and overhead cranes.
- Knowledge of safe working practices and procedures.
- Capable of completing quality control documentation and able to verify that component meets quality requirements.
- Perform routine machine maintenance.
- Supervision of machine operator or labourer.

Approved By:	P. Conradie
Date Approved:	Rev 0



Job Description

Job Title:	<i>Shipper / Receiver</i>
Reports To:	<i>Supervisor</i>

Job Purpose

Shipper / Receiver is responsible for processing parts, supplies and materials in and out of plant. This position is also responsible for inspecting, sorting, storing and issuing incoming parts, supplies and materials.

Duties and Responsibilities

- a Unload goods and materials from trucks.
- e Inspect and verify incoming goods against delivery notes and other documentation, record shortages and reject damaged goods.
- a Liaise with purchasing on material discrepancies.
- a Unpack, code and store material in appropriate storage areas.
- Perform periodic stock counts and assist with annual stock count.
- a Issue material and supplies to shop floor.
- a Prepare equipment and tools for shipment and load goods onto truck.
- e Empty waste and recycling bins and dispose of shipping materials.
- a Review stock levels and requisition replenishments as required.
- Build crates and package outgoing shipments.
- e Perform basic maintenance tasks.
- a Perform housekeeping duties and comply with housekeeping policies.
- a Review stock levels and reorder as required.

Knowledge, Skills & Abilities

- a Understanding of warehousing principles.
- Enter data into computer system and create shipping documentation.
- e Able to operate fork lift and overhead crane.
- Review delivery documentation to ensure material complies with requirements (steel plate & sheet, structural steel, pipe, tube & electrical).
- e Familiar with safe working procedures and practices.

Approved By:	<i>Paul Conradie</i>
Date Approved:	<i>Rev 0</i>

Job Description

Job Title:	<i>Machine Operator</i>
Reports To:	<i>Lead Hand / Supervisor</i>

Job Purpose

A machine operator works in a number of different departments and will operate one or more machines. The work is specific and repetitive in nature.

Duties and Responsibilities

- Responsible for operation of a specific type of machine, including:
 - Coil core assembly (tube expander),
 - Power shear and / or press brake,
 - CNC punching machine,
 - Foaming machine (liquid and / or spray),
 - Cutting machines (band saw and cold saw).
 - Hydraulic punching machines & rolls (sheet & angle).
- May operate more than one type of machine.
- Perform housekeeping duties and comply with housekeeping policies.
- Capable of rigging, moving and loading large pieces of equipment.

Knowledge, Skills & Abilities

- Understanding of how machine operates.
- Able to operate basic hand tools and measuring equipment.
- Knowledge of safe working practices and procedures.
- Capable of performing basic maintenance activities.
- Capable of performing basic quality control functions.

Approved By:	<i>P. Conradie</i>
Date Approved:	<i>Rev 2</i>

Job Description

Job Title:	<i>Labourer</i>
Reports To:	<i>Lead Hand / Supervisor</i>

Job Purpose

Assist with the day to day operations of manufacturing plant.

Duties and Responsibilities

- Transport materials, components and equipment throughout the plant.
- Perform tasks related to material preparation eg material dressing, cutting and cleaning.
- Assist machine operators, assemblers and other workers.
- Assist with warehousing and shipping / receiving activities.
- Perform housekeeping duties and comply with housekeeping policies.

Knowledge, Skills & Abilities

- Operating forklift may be required.
- Basic knowledge of operating hand tools.
- Knowledge of safe operating procedures and practices.

Approved By:	<i>Paul Conradie</i>
Date Approved:	<i>Rev 0</i>

APPENDIX C – Letter of Understanding #1

LETTER OF UNDERSTANDING #1

BETWEEN:

AEROFREEZE SYSTEMS INC.

(the "Company")

AND:

NATIONAL AUTOMOBILE, AEROSPACE TRANSPORTATION AND GENERAL
WORKERS UNION OF CANADA (CAW-CANADA), LOCAL 114

(the "Union")


The Company and the Union agree that within **six (6)** months of ratifying a Collective Agreement, the Joint Health Safety & Environment Committee will produce a health, safety and environment booklet outlining all of the obligations of the Union and the Company with respect to health, safety and the environment.

The Company will cover the *costs* of the translation of such booklet.

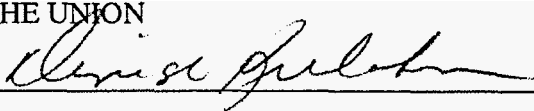
AGREED TO THIS 15th DAY OF Oct, 200 .

SIGNED ON BEHALF OF:

THE COMPANY



THE UNION



APPENDIX D - Letter of Understanding#2

LETTER OF UNDERSTANDING#2

BETWEEN:

AEROFREEZE SYSTEMS INC.

(the "Company")

AND:

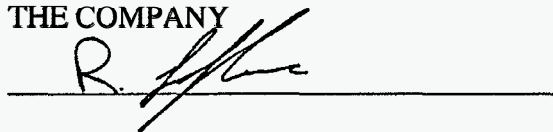
**NATIONAL AUTOMOBILE, AEROSPACE TRANSPORTATION AND GENERAL
WORKERS UNION OF CANADA (CAW-CANADA), LOCAL 114**

(the "Union")

The Company and Union **will** agree to meet within 90 days of ratification to discuss the implementation of an Apprenticeship Program.

SIGNED ON BEHALF OF:

THE COMPANY



THE UNION



Oct 1, 2008

APPENDIX E – Letter of Understanding#3

LETTER OF UNDERSTANDING#3

BETWEEN:

AEROFREEZE SYSTEMS INC.

(the "Company")

AND:

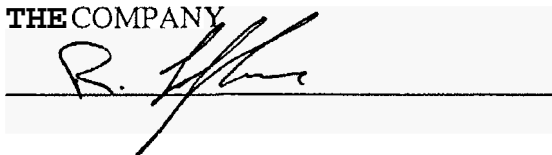
NATIONAL AUTOMOBILE, AEROSPACE TRANSPORTATION AND GENERAL
WORKERS UNION OF CANADA (CAW-CANADA), LOCAL 114

(the "Union")

As of today's date there is no anticipated plan that would take effect during the next two years to lay-off any bargaining unit employees as a direct result of contracting out.

SIGNED ON BEHALF OF:

THE COMPANY



THE UNION



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