

COLLECTIVE AGREEMENT

Between

HITACHI CONSTRUCTION MACHINERY CANADA LTD.  
Machinerie de Construction Hitachi Canada Ltee.  
DEERE HITACHI SPECIALITY PRODUCTS DIVISION

and

INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL 115

and

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS,  
VANCOUVER LODGE NO. 692

***July 16, 2003 to July 15, 2006***

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## COLLECTIVE AGREEMENT

BY AND BETWEEN:

HITACHI CONSTRUCTION MACHINERY CANADA LTD.  
Machinerie de Construction Hitachi Canada Ltee.  
DEERE HITACHI SPECIALTY PRODUCTS DIVISION

AND:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115

AND:

INTERNATIONAL ASSOCIATION OF MACHINIST AND AEROSPACE  
WORKERS, VANCOUVER LODGE NO. 692

WITNESSETH: that the Parties hereto agree as follows:

### **ARTICLE 1 - OBJECTS**

- 1.01 (a) The objects of this agreement are to maintain a harmonious relationship between the Company and its employees; to provide an amicable and equitable method of settling grievances or differences which might possibly arise; to maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this agreement.
- (b) For the purposes of this agreement, the masculine shall be considered to include the feminine and the singular to include the plural.

### **ARTICLE 2 - BARGAINING AGENCY**

- 2.01 The Company recognizes and agrees that the Union is the sole bargaining agent for the employees of the Company employed at the place(s) set out in the certificate(s) of bargaining authority and at any other premises opened or taken over by the Company in British Columbia.
- 2.02 This Agreement shall be binding on the Company and the Union and their respective successors, administrators, executors and assigns and on each employee.
- 2.03 SUPERVISORS, OFFICE PERSONNEL DO NOT WORK No supervisors or office personnel will be allowed to use hand tools or carry out work which would be normally done by employees in the bargaining unit, except in the instruction or training of employees, or for the purpose of inventory or audit.

### **ARTICLE 3 - UNION SECURITY**

- 3.01 UNION SECURITY The Company agrees that as a condition of continued employment, all employees who are or may be covered by the Certificate of Bargaining Authority issued to the Union by the Labour Relations Board of British Columbia must become Members of the Union(s) within thirty (30) days of commencing employment and remain Members during the life of this Agreement. Should an employee at any time cease to be a member in good standing of the Union, the Company shall, upon notification in writing from the Union, discharge such employee forthwith.
- 3.02 All present and new full-time employees of the Company who are or may be covered by the Certificate of Bargaining Authority issued to the Union(s) by the Labour Relations Board of British Columbia shall pay to the Union(s), as a condition of employment, and not later than thirty (30) calendar days after the commencement of his employment, dues, initiation and reinstatement fees by payroll deduction, as may from time to time be established by the Union(s) for its Members, in accordance with the respective Constitution and/or By-Laws.
- 3.03 Notwithstanding the provisions of Article 3.02 preceding, the Company shall deduct from each new employee an amount equal to the Union dues from the employee's first payroll cheque after completion of five (5) days of work in a calendar month and add that employee's name and the said amount to the closest applicable check-off; i.e., if the check-off for that month has not been remitted to that check-off; if the month's check-off has been remitted, it shall be added to the following month's check-off and shown as the previous month worked.
- 3.04 All deductions as required under Article 3.02 and 3.03 shall be made in each calendar month the employee is employed by the Company.

The monies so deducted shall be forwarded by the Company to the Secretary(s) of the Union(s) not later than the 15th day of the following month, accompanied by a statement listing the names of the employees and their Social Insurance Number, for whom deductions were made and the amount of each deduction.

All other remittances required for the negotiated Benefits, or any other coverage, required under this Collective Agreement, shall be remitted to the appropriate carrier not later than the 15th of the month following the month in which coverage is required.

### **ARTICLE 4 - MANAGEMENT RIGHTS**

The Union recognizes and agrees that:

- 4.01 The management and operation of the plant and the direction of the working forces are vested exclusively in the Company.
- 4.02 The Company has and shall retain the right to select its employees, to hire, classify, promote, demote or discipline them and discharge employees for just cause, provided that a claim of discrimination against an employee in respect to any of these matters, or a claim of violation, of any Section or Article of this Agreement, may be the subject of a grievance and be dealt with as hereinafter provided.

- 4.03 The right to hire employees of its choice is vested exclusively in the Company, but when the Company requires new employees, it shall so notify the Union so that the Union shall have the opportunity to provide the Company with suitable applicants.

#### **ARTICLE 5 - DEFINITION OF EMPLOYEE**

- 5.01 In this Agreement "employee" means a person who is employed by the Company and who is included in a unit of the Company's employees for whom the Union has been certified as the collective bargaining agent by the Labour Relations Code of BC. "Employee" shall also mean a person employed in a job classification listed in Appendix "A" and/or "B" attached hereto, and working at or from any premises opened or taken over by the Company in British Columbia.

#### **ARTICLE 6 - HOURS OF WORK AND OVERTIME**

- 6.01 **DAY SHIFT** The standard work day shall consist of eight (8) hours 7:30 A.M. to 4:00 P.M. The standard work week shall consist of forty (40) hours, Monday to Friday. Graveyard shift shall lead off at 12:01 A.M. Monday.

Hours of work in the shop may be changed by mutual agreement between the Company and the Union.

#### **6.02 AFTERNOON SHIFT**

- (a) If a second shift is employed, the hours of work shall be seven and one-half (7 1/2) hours of work between the hours of 4:00 PM and 12:00 AM for which eight (8) hours will be paid.
- (b) If a ten (10) hour shift is worked for which ten (10) hours straight time will be paid. Included in the ten (10) hours, will be two breaks one in each half shift and a thirty (30) minute lunch break.

Four shifts, Monday to Thursday inclusive shall constitute a regular week's work on this shift.

- (c) ***A premium of one dollar and thirty-five cents (\$1.35) shall be paid for all hours worked on either shift.***
- (d) During weeks in which Statutory Holidays fall, employees on 10 hour shifts will receive ten (10) hours pay at their regular straight time rates for each Statutory Holiday.
- (e) Nothing shall detract from Management's right to operate a standard afternoon shift separate from or in conjunction with the shift outlined in (1) above,
- (f) Staffing for the second or third shift outlined above shall first be on a voluntary basis. If there are insufficient volunteers, then the most junior nonprobationary employee in the required classification shall staff that shift.

- (g) Any employee changing from a ten (10) hour shift onto an eight (8) hour shift shall receive ten (10) hours rest between shifts and all other conditions of that change shall be in accordance with Article 6.15.
- 6.03 NIGHT SHIFT If a third shift is employed, the hours of work shall be seven (7) hours of work between the hours of 12:00 A.M. and 7:30 A.M. for which eight (8) hours shall be paid and a shift premium of eighty cents (\$.80) shall be added on to the classified hourly rate.
- 6.04 LUNCH PERIOD Day shift shall have a half-hour unpaid lunch period at mid-shift.**
- 6.05 NOTICE OF SHIFT CHANGE The Company shall give the employee forty-eight (48) hours notice prior to changing of shifts.
- 6.06 SHIFT - TRANSFER OF EMPLOYEE When it is necessary for an employee to be transferred from one shift to another shift, said shifts will continue for a minimum of three (3) consecutive normal working days, or the overtime rates as provided for in this Agreement will apply. Such overtime rates shall not apply where an employee requests and is granted return to his previous shift within the three (3) day period.
- 6.07 SHIFT - START AND STOP TIMES If an employee is working on the second or third shift and is unable to start the shift on time and/or to complete the shift, then the hourly rate for such an employee shall be computed by dividing the employee's total pay for a regular full shift by the applicable total number of hours he would be required to work to qualify for a full second or third shift, multiplied by the actual hours worked.
- 6.08 SHIFT ROTATION When employees are being worked on two (2) or more shift schedules and where a majority of the employees request it, they shall rotate shifts.
- 6.09 OVERTIME All hours worked outside of the standard work hours, outside the established shift hours and outside the standard work week shall be considered overtime and paid at double time.
- 6.10 OVERTIME
- (a) ***Overtime will only be paid when employees have worked greater than their regularly scheduled shift hours. Regularly scheduled shift hours that are not actively worked must be covered with approved sick time, banked time, or vacation time prior to any overtime hours being paid. All such overtime will be paid at double time.***
- (b) (i) The following premiums will compound with the regular hourly wage rate.
- Lead Hand
  - Charge Hand
  - Shift Differential per Article 6.02 and 6.03
  - First Aid Attendant

- (ii) The following premiums will not compound with the regular hourly wage rate.

- Tuesday to Saturday Shift Differential

**6.11 SCHEDULED OVERTIME** *It is understood that when production demands are high it may be necessary to schedule extended shifts in order to meet customer commitments. In this event, the Company shall first ask for volunteers to cover the production demands. If there are insufficient volunteers, then the Company can assign the overtime to a maximum of fifty (50) percent of employees within a classification, beginning with lowest seniority employee able to do the required work. A minimum of one (1) weeks notice must be given for required overtime. When less than one (1) weeks notice is given, overtime shall be on a voluntary basis.*

*The maximum amount of scheduled overtime in one day shall be no greater than two hours in any regular shift. Overtime work in excess of two hours shall be on a voluntary basis.*

6.12 OVERTIME NOT PART OF DAILY GUARANTEE Where an employee, at the request of the Company, performs work at overtime rates, such time will be considered overtime only and will not be included in the computation of his daily guarantee as provided under this Agreement.

6.13 OVERTIME - CALCULATION OF Without detracting from the minimum overtime hours worked and/or minimum overtime pay guarantees as provided elsewhere in this Agreement, when an employee works overtime, his time worked shall be calculated on a fifteen (15) minute unit basis. If an employee works any part of a fifteen (15) minute unit, he shall receive credit for time worked for that full fifteen (15) minute unit.

If the Company has a time clock when an employee works overtime his time worked shall be calculated on a 10 or 12 minute period depending on time clock calibration. If an employee works any part of a 10 or 12 minute unit, he shall receive credit for time worked for that full 10 or 12 minute unit.

6.14 (a) OVERTIME MEAL Employees who work two (2) hours beyond their scheduled shift shall receive a minimum of one-half (1/2) hour's pay for time off to eat a meal, and each four (4) hours thereafter, but may take up to forty-five (45) minutes off for such purpose. Further to this, if an employee feels that he requires additional time off, he will request such additional time from the Foreman and if the request is reasonable the Foreman shall grant same.

(b) The Company shall pay the cost of such a meal subject to the following conditions. The meal allowance for the Greater Vancouver area will be a maximum of thirteen dollars (\$13.00) for meals. In all cases receipts shall be obtained and turned in to the Company. Note: Past practice shall continue.

6.15 REST BETWEEN SHIFTS It is intended that every employee should have eight (8) hours' rest between shifts. In the event that an employee is recalled to work before such eight (8) full hours elapse, he shall be paid the appropriate overtime rates for work performed after

recall. No employee shall be permitted to resume work on his own accord until eight (8) full hours have elapsed.

CLARIFICATION: Employees working after midnight reporting for work next shift after an eight (8) hour break will not lose the time taken from the shift to make up the eight (8) hour break.

- 6.16 WORK BEFORE REGULAR SHIFT Employees called in before their regular starting time shall be paid at the double time rate for time worked prior to their regular starting time.
- 6.17 WORK AFTER REGULAR SHIFT Employees called back to work after their regular shift shall receive a minimum of four (4) hours' pay at the prevailing overtime rate.
- 6.18 WORK ON SATURDAY, SUNDAY, GENERAL HOLIDAYS Double time for all hours worked on a Saturday, Sunday or on any General Holiday listed in Article 11, or day observed as such under the terms of this Agreement. This double time is in addition to any General Holiday pay an employee may be entitled to under other provisions of this Agreement.
- 6.19 WORK THROUGH REGULAR LUNCH PERIOD Where an employee is required to work through his regular established lunch period, such employee shall be paid the applicable overtime rate and be allowed reasonable time off to consume a meal with no loss of pay.
- 6.20 WORK WEEK - GUARANTEED
- (a) An employee who reports for work at the start of the standard work week shall be guaranteed full pay for the balance of the standard work week. The forty-eight (48) hour notice of lay-off provided in the Seniority Section of this Agreement shall take precedence when an employee is laid off on a Thursday. He would work Friday and Monday and by working Monday is not entitled to full pay for that week.
- (b) If an employee of his own volition does not report for his regular shift or shifts, then his weekly minimum five (5) shift pay base shall be reduced to the number received by subtracting the number of shifts missed from base 5.
- (c) Subject to the exceptions set out below, any employee reporting for work on his regular shift shall receive a minimum of eight (8) hours pay at his regular wage rate.

If eight hours is not available at his regular job, the employee shall perform such temporary work as may be assigned to him to qualify for such pay.

The provisions of this Section shall not apply in the event of:

- (i) An emergency such as fire, flood, power failure, etc., beyond the control of the Company, or if:
- (ii) He voluntarily leaves the work site, quits or is discharged for cause,
- (iii) He was previously given forty-eight (48) hours notice as required in Article 9.04(a).

and in any such event or circumstance occurring as outlined in (i), (ii) or (iii) above, he shall be paid for the actual time worked at regular wage rate.

#### 6.21 WORK WEEK - TUESDAY TO SATURDAY

- (a) If business conditions warrant that a Tuesday to Saturday work week be considered, the Company and the Union will discuss the establishment of such a schedule. If such a work week is established, a premium of forty cents (\$0.40) per hour for all hours worked will apply.
- (b) Staffing for a Tuesday through Saturday work schedule shall first be on a voluntary basis, it being understood that employees hired after date of ratification of the 1994 Collective Agreement may be required to work the schedule.
- (c) Lay-offs and lay-off notice shall be in accordance with Article 9.04. However, lay-off notice shall be exclusive of Sundays, Mondays and General Holidays.

6.22 CALL TIME An employee called to work on a Saturday, Sunday, or on a General Holiday, (or days observed as General Holidays), shall receive a minimum of four (4) hours' pay at the prevailing overtime rates.

### ARTICLE 7 - GRIEVANCE PROCEDURE

**7.01 *Should a dispute arise between the Company and an employee or the Union as an entity regarding the interpretation, application, operation or any alleged violation of this Agreement, including any question as to whether any matter is arbitrable, it shall be resolved in the following procedural manner. Employees shall attempt to settle any differences, complaints, or disputes with their immediate supervisor before proceeding with the grievance procedure. Employees are encouraged to promptly bring forward any differences so that all problems can be clearly understood and resolved.***

**STEP A** *The employee or the Union, together with such person or persons as the employee or Union may wish, shall take the matter up with the Company within thirty (30) calendar days of the employee becoming aware of the dispute. Written grievances must be filed within thirty (30) calendar daytime period*

*Within fifteen (15) calendar days of taking the matter up with the Company, the Company will provide a response to the grievance.*

**STEP B** *Should a solution not be reached by Step A, then a business representative Of the Union, accompanied by the employee and/or the employee's shop steward shall discuss the matter with the Company. If a solution is reached, this shall be final. This meeting shall take place within fifteen (15) calendar days of the Company's response to Step A.*

**STEP C** *If an agreement is not reached under the provisions of Step B above, upon mutual agreement between the Union and the Company and at any time prior to the appointment of an Arbitration Board, or other*

***body, another party may be requested to confer with the Union and the Company to assist in the settlement of any difference arising from an alleged violation of this Agreement. Within ten (10) days of appointment, the selected party will make inquiries which it considers adequate and will submit in writing recommendations for settlement of the difference which will not be binding upon either the Union or the Company or detract from their privileges under this Agreement. All expenses incurred by the appointed party will be paid equally by the Union and the Company. The parties may agree that the recommendation rendered at this Step will be binding on both parties. If a solution is reached, this shall be final.***

***Any time limits fixed in this article for the taking of action by either party or by an employee may at any time be extended by mutual agreement in writing. Such requests shall not be unreasonably denied. Any grievance not dealt with within the time limits contained in this article or not mutually agreed to extension shall be deemed to be abandoned.***

***It is agreed that either the Company or the Union may file policy grievances. Grievances of this nature shall include issues' which affect two or more employees, the rights of the Company or the rights of the Union. These grievances shall be submitted at Step B.***

- 7.02 GRIEVANCE - TIME LIMIT Any discharged or suspended employee may, within seventy-two (72) hours of his discharge or suspension, (exclusive of Saturdays, Sundays and General Holidays), in writing, require the Company to give him the reasons for his discharge or suspension and the Company will give such reasons to him, in writing, within seventy-two (72) hours of such request and in the event of any dispute or difference as to whether or not there was proper cause for the discharge or suspension of such an employee, only the reasons so set forth in writing, shall constitute cause.
- 7.03 SECTION 87 Grievances pertaining to discharge and suspension will not be processed under Section 87 of the Labour Relations Code of B.C. unless there is mutual agreement between the Parties.

## **ARTICLE 8 - ARBITRATION**

- 8.01 If the procedures set forth in Section 7.01, Step A and Step B, do not result in a solution being reached within seven (7) days of the first discussion between a business representative of the Union and a representative of the Company, or within such further period as the Company and the Union agree to in writing, the dispute shall be referred to an Arbitration Board of three (3) persons appointed as follows:
- (a) The Party desiring arbitration shall appoint a member for the Board and shall notify the other Party in writing of the name and address of the person so appointed and particulars of the matter in dispute.
  - (b) The Party receiving the notice shall within five (5) days appoint a member for the Board and notify the other Party of its appointment.

- (c) The two (2) Arbitrators so appointed, shall confer to select a third person to be Chairman, and failing for three (3) days from the appointment of the second of them to agree upon a person willing to act, either of them may apply to the Minister of Labour of British Columbia to appoint such third member.
  - (d) The Arbitration Board shall sit, hear the Parties, settle the terms of the question to be arbitrated, and make its award within ten (10) days from the date of the appointment of the Chairman, provided the Parties may extend the time by agreement in writing.
  - (e) The Parties may mutually agree that a sole arbitrator be appointed in place of a three (3) person board. The decision of the sole arbitrator shall be deemed to be the decision of the Board and shall be final and binding. All expenses incurred by the sole arbitrator shall be paid equally by the Parties. Each Party shall pay its own costs.
- 8.02 If the Arbitration Board finds (or if at any earlier stage of the Grievance Procedure it is found) that an employee has been unjustly suspended or discharged, that employee shall be reinstated by the Company without loss of pay and with all his rights, benefits and privileges which he would have enjoyed if the suspension or discharge had not taken place, or if the Arbitration Board finds (or if at any earlier stage of the Grievance Procedure it is found) that an ex-employee should have been re-hired, that ex-employee shall be employed by the Company and paid all pay which he would have enjoyed and accorded all rights, privileges and benefits which he would have enjoyed if he had been hired at the proper time provided, that if it is shown to the Board that the employee has been in receipt of wages during the period between discharge or suspension and reinstatement, or date of failure to re-hire and re-hiring, the amount so received shall be deducted from wages payable by the Company pursuant to this Article, less any expenses which the employee has incurred in order to earn the wages so deducted, and provided that the Arbitration Board if circumstances are established before it, which, in the opinion of the Arbitration Board, makes it just and equitable to do so, shall have authority to order the Company to pay less than the full amount of wages lost.
- 8.03 The Arbitration Board shall have the right to modify any penalty imposed by the Company on an employee.
- 8.04 If the award of the Arbitration Board is subsequently set aside by a court of competent jurisdiction, the question shall, at the request of either Party, be submitted to another Arbitration Board appointed pursuant to and with all the powers provided by this Article.
- 8.05 The expenses and remuneration of the Chairman shall be paid by the Parties in equal shares.
- 8.06 Without restricting the specific powers hereinbefore mentioned, the Arbitration Board shall have all the general powers of an Arbitration Board.

## **ARTICLE 9 - SENIORITY**

- 9.01 SENIORITY LIST On April 1st and October 1st, the Company shall post in a conspicuous place on its premises an up-to-date list of all employees covered by this Agreement

showing the date when each commenced his employment with the Company. The Company shall forward to the Union a copy of each list on the date of its posting.

9.02 PROBATIONARY PERIOD When a new employee is hired, it is agreed that he shall be on probation for sixty (60) calendar days and during this period seniority will not be applicable. When the probationary period is completed seniority will commence from the date of hiring. ***In the event that the company requires an additional 30 days to evaluate performance, the union will be contacted for agreement.***

9.03 ***EMPLOYEE - RE-EMPLOYMENT*** ***An employee re-entering the employ of the Company after his right to recall has expired shall be subject to another probation period of thirty (30) calendar days. In the event that the company requires an additional 30 days to evaluate performance, the union will be contacted for agreement.***

9.04 LAY-OFFS

(a) In the event of lay-offs, seniority shall be recognized. The principle of last man on, first man off, shall prevail, subject to job classification. The Company shall give at least forty-eight (48) hours' notice on lay-offs, exclusive of Saturdays, Sundays and General Holidays.

If lay-offs occur, providing a senior man is capable of performing another job in the Plant, he shall be given the opportunity to take such a job.

If lay-offs are to take place out of seniority, the Company will discuss the matter with the Union during the forty-eight (48) hour notice period. If no agreement can be reached, the lay-offs will occur and the matter referred to the grievance procedure.

(b) An employee laid off in one classification will be given the opportunity of displacing an employee in the same Plant with less seniority in a higher position provided the senior employee has the capability to perform the job.

Employees who bump to another job will be paid the wage rate for the new position.

Employees who accept a position under this Article shall have the right to reinstatement in their former position when such becomes available. The job, in such instances, shall not be posted and the employee will be reinstated in his former classification.

(c) An employee on lay-off may "bump" a junior employee classified in a higher rated job in the same plant should an employee's lay-off exceed ten (10) consecutive working days. The "bump" will take place on the Monday or the Tuesday, depending on the shift the employee will be assigned to, following the ten (10) days.

Employees who bump into a higher rated job must remain in that classification, subject to the provisions of this letter, until the employee they displaced is recalled from lay-off or a vacancy occurs in the higher rated job.

The Parties agree that bumping under this Letter of Understanding shall be in accordance with the lay-off and work week provisions of the Collective Agreement.

Any employee who "bumps" another employee must be qualified and have previously demonstrated their ability to perform the job.

An employee will not qualify to "bump" another employee in any classification which the employee would not otherwise qualify for through the job posting procedures in the Collective Agreement.

9.05 SENIORITY RETENTION

- (a) A laid-off employee shall retain his seniority and recall rights with the Company for the following periods:

Period of Seniority

Less than 12 months	6 months retention
12 months and over	12 months retention
60 months and over	24 months retention

- (b) If a laid-off employee is called back to work with the Company within his right to recall period, there shall be deemed to have been no break in such an employee's continuous service with the Company by reason of such lay-off.

9.06 RE-CALL When vacancies occur, the Company shall re-hire laid-off employees according to their seniority and the principle of last man off, first man on, shall prevail, subject to their classification.

The Company shall contact laid-off employees either personally, by mail or through the Union dispatcher at the address or at the telephone numbers supplied by the employee.

It shall be the responsibility of the employee to keep the Company and the Union informed of his current address and telephone number while laid-off.

9.07 LAY-OFF PAY If an employee is laid off for a period that exceeds his right to recall as provided for in the seniority provisions of this agreement and that employee has a minimum of two (2) years' service with the Company he shall be paid two (2) weeks' pay based on eighty (80) hours at his then applicable rate of pay. Such an employee may elect to accept lay-off pay under the provisions of this Section before the end of his right to recall period, but in so doing shall forfeit all seniority rights accruing to him under this Agreement, by reason of his term of service with the Company.

9.08 When a member of the bargaining unit (excluding a probationary employee) agrees to a transfer within the Company to a position outside the bargaining unit, he shall maintain but not accumulate seniority for a period equal to his right to recall entitlement, after which his seniority shall be terminated. The Union shall be notified of such transfer.

**ARTICLE 10 - VACATIONS**

10.01 EMPLOYEES WILL RECEIVE VACATIONS AND BE PAID FOR THE VACATION IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

<u>Years Of Continuous Service</u>	<u>Vacation Period</u>	<u>Vacation Pay</u>
Less than one year	1 day for each major fraction of month worked (max. 10 working days)	4 1/2%
1 year but less than 3 years	2 weeks	4 1/2% or 80 hrs *
3 years but less than 8 years	3 weeks	6 1/2% or 120 hrs *
8 years but less than 15 years	4 weeks	8 1/2% or 160 hrs *
15 years but less than 23 years	5 weeks	10 1/2% or 200 hrs *
23 years but less that 28 years	6 weeks	12 1/2% or 240 hrs *
28 years and over	7 weeks	14 1/2% or 280 hrs *

\* pay at the employee's current classified rate, whichever is greater at the time the vacation is taken.

Vacation pay shall be on a separate cheque upon the request of an employee.

10.02 CALENDAR YEAR For the purpose of determining a calendar year's employment to qualify an employee for vacations and vacation pay, the Parties agree that when an employee has earned a minimum of fifteen hundred (1500) hours for which wages are payable in an employee's calendar year, running from anniversary date to anniversary date, he shall be eligible for vacations as above set forth.

Employees who work less than fifteen hundred (1500) hours shall be paid at the appropriate percentage of their gross earnings for the work year immediately preceding the vacation period, as set out in Article 10.01 above.

For the purposes of computing the requisite hours, the time, not exceeding two (2) weeks, when receiving wage loss compensation from Workers' Compensation or Weekly Indemnity shall be considered as time worked provided that the employee returns to his employment.

10.03 VACATION PAY ON TERMINATION In the event of termination of service with the Company after an employee had his vacation he earned for the previous year, he shall receive the appropriate percentage as per Article 10.01, when applicable as the case may be, of his gross earnings he earned in the year in which he ends his employment for which no vacation has been paid.

10.04 VACATION PAY - STATEMENT OF **An employee will be given their entitlement and rate of vacation pay within 3 weeks of their anniversary date.** The Company shall furnish the employee with a statement showing the period for which the employee is receiving his or her vacation pay, how the vacation pay was calculated, and shall include all overtime payment, commissions, or anything of a monetary value on which the employee has to pay income tax, and also a cheque for the proportionate vacation pay the employee is entitled to.

## 10.05 VACATION PERIOD

- (a) If an employee so requests, the Company will provide three (3) weeks of the employee's vacation time in the summer months (May 15th to September 15th). If a dispute arises, vacation periods will be allocated on the basis of seniority. The Company will consider four (4) weeks' vacation during the summer months for those employees eligible for five (5) weeks or more vacation, if so requested.
- (b) Depending on the workload, the Company may limit the vacation period so that no more than **fifteen percent (15%)** of the workforce in any department is on vacation at one time. However, nothing in this Article shall be used to supersede the entitlement of Employees to three (3) weeks of summer vacation as outlined in 10.05 (a) above.
- (c) ***In the event of a plant shutdown for vacation or maintenance purposes, the Company will notify the Union and the Employees in writing of the dates no later than four (4) months prior to plant shutdown. Such plant shutdown shall be for one (1) week.***
- (d) During a plant shutdown, should it be necessary to keep a reduced workforce at work, the most senior employees shall have the first opportunity to work within their classification, provided they are immediately competent to perform the work available.
- (e) Where a plant vacation shutdown has been announced under section (c) above, an employee's scheduled vacation shall not be changed by the Company without the consent of the employee concerned. ***Unscheduled vacation or banked time must be used to cover the period of the shutdown prior to going without pay.***
- (f) An employee's scheduled vacation other than (e) above shall not be changed by the Company within the two (2) month period immediately preceding the start of the vacation period without the consent of the employee concerned.
- (g) Vacation Scheduling

The Company, starting on January 15th each year, will post a notice to inform the employees that by April 15th all employees are to choose the date of their vacation. The Company shall grant their requests according to seniority (as per 10.05 [a]).

This schedule will be approved and posted by April 30th.

Employees requesting vacation after the Company has approved the vacation schedule shall be granted same on the basis of seniority but such employee shall not bump into vacation dates on the approved schedule.

## 10.06 VACATION ENTITLEMENT

In any year that an employee becomes entitled to an additional vacation upon reaching his anniversary date of employment, he will be entitled to one (1) week's vacation with pay at that time.

(i.e.- An employee who reached his third (3rd) anniversary on October 1st would be entitled to one (1) weeks vacation at that time plus two (2) weeks vacation in the ensuing

vacation period or he could save his newly achieved vacation time and take three (3) weeks vacation in the ensuing vacation period).

- 10.07 VACATION - ANNIVERSARY DATE An employee's anniversary of employment date will govern his attainment of vacation entitlement.
- 10.08 VACATIONS - SCHEDULE CHANGE An employee's scheduled vacation period shall not be changed by the Company within the two(2) month period immediately preceding the start of the vacation period without the consent of the employee concerned.
- 10.09 VACATIONS - REQUIREMENT TO TAKE ***Employees with four (4) weeks or less of vacation entitlement will be required to take the full annual holiday period that he/she is entitled to under the provisions of this agreement. Employees with greater than four (4) weeks vacation can elect to have a maximum of three (3) vacation weeks paid out to an Employees individual RRSP account.***
- 10.10 VACATION ENTITLEMENT - RELATED TO STATUTES The entitlements of an employee under this Section shall at no time be less beneficial than those he would be entitled to under the provisions of any Government legislation or any Orders or Regulations made thereunder.
- 10.11 VACATION ENTITLEMENT - ELIGIBILITY FOR VACATIONS SHALL BE MAINTAINED, BUT NOT ACCUMULATED DURING ABSENCE
- (a) due to temporary illness or non-occupational accident exceeding one year;
  - (b) with authorized leave of absence;
  - (c) due to lay-off in excess of three (3) months cumulative in a vacation year.
- 10.12 ELIGIBILITY FOR VACATIONS WILL BE MAINTAINED AND ACCUMULATED DURING ABSENCE DUE TO:
- (a) a compensable accident;
  - (b) serving in the non-permanent Armed Forces of Canada;
  - (c) temporary illness or non-occupational accident not exceeding one year.
  - (d) lay-off up to three (3) months cumulative in a vacation year.

## **ARTICLE 11 GENERAL HOLIDAYS**

- 11.01 The Company shall give to each employee a holiday with pay on each of the designated general holidays. For each such holiday an employee shall be paid not less than the equivalent of the wages he would have earned at his classified rate of pay for his normal hours of work. An employee shall receive such holiday pay even if the holiday falls on a Saturday, Sunday or an employee's weekly day off. The designated general holidays shall be:

- |                   |                     |
|-------------------|---------------------|
| 1. New Year's Day | 7. BC Day           |
| 2. Heritage Day   | 8. Labour Day       |
| 3. Good Friday    | 9. Thanksgiving Day |
| 4. Easter Monday  | 10. Remembrance Day |
| 5. Victoria Day   | 11. Christmas Day   |
| 6. Canada Day     | 12. Boxing Day      |

and any other holiday declared, proclaimed or celebrated by the Federal and/or Provincial Government will be paid for.

Should it be the choice of the majority of employees; December 24th may be observed as a general holiday by all employees, in place of Heritage Day, subject to the same terms and conditions for Heritage Day under Article 11.05.

11.02 GENERAL HOLIDAY - SATURDAY & SUNDAY When a General Holiday falls on a Saturday or on a Sunday or on an employee's weekly day off then the next work day shall be observed as the Holiday. If Christmas Day and Boxing Day fall on a Saturday and on a Sunday, respectively, or on an employee's weekly days off, then the next two (2) work days shall be observed as holidays.

11.03 GENERAL HOLIDAY PAY WILL BE PAID General holiday pay provisions will prevail only where an employee has fifteen (15) calendar days employment with the Company and;

- (a) Where an employee is off work due to any circumstance for which he is eligible to receive compensation under the Workers' Compensation Act, provided such employee has earned wages from the Company during the sixty (60) calendar days immediately preceding the holiday.
- (b) Where an employee is off work due to sickness, quarantine, or an accident provided such an employee has earned wages from the Company during the sixty (60) calendar days immediately preceding the holiday. If the Company so requests, a doctor's certificate shall be submitted as proof of disability.
- (c) Where an employee is laid off or is on an approved leave of absence provided such an employee has earned wages from the Company during the **fifteen (15) calendar days immediately preceding or following the week in which the holiday occurs**
- (d) Where an employee is off work due to a death in the immediate family or is acting as a juror or witness as provided elsewhere in this Agreement.

11.04 GENERAL HOLIDAY - DURING VACATION When a general holiday falls within an employee's scheduled vacation, he shall receive the pay of a normal shift for the holiday in addition to his vacation pay, or a day off with pay in conjunction with his vacation.

11.05 The Company shall have the option of providing an alternate day(s) for those employees required to work Heritage Day and/or Easter Monday to provide customer service. **The alternate day shall, by mutual agreement, be scheduled off within thirty (30) calendar days after the holiday banked, or paid out.**

## ARTICLE 12 - WAGES

- 12.01 The Company shall remunerate an employee at the wage rate applicable to the job classification that such an employee is employed in. The job classification and applicable wage rates shall be those agreed upon and set out in Appendix "A", attached hereto, and forming part of this Agreement.
- 12.02 (a) PAY STATEMENT The Company will issue to each employee a separate or detachable itemized statement with each pay showing separately the number of straight time hours worked and the number of overtime hours worked and the respective hourly rates applicable thereon. The statement shall also show the total wages for the pay period and the total deductions therefrom.
- (b) PAY STATEMENT The Company shall, every second Friday or another designated pay day, pay to each employee all wages earned by the employee to a day not more than five (5) working days prior to the date of payment provided that if a General Holiday falls on the regular pay day, payment will be made the preceding day.

Payment of wages will be made during working hours. Where a payroll is not met within the prescribed time and unless proper reasons for the delay are forthcoming, it shall not be considered a violation of this Agreement for the employees to cease work until the wages are paid or other arrangements are made.

In the event that an employee is laid off, the Company shall pay such employee not later than the next business day after he ceased to be an employee of the Company, all wages, salary, and holiday pay earned by such employee, excluding authorized deductions.

- 12.03 TIME SLIPS An employee shall be required, on Company time, to fill out time slips and job or work reports daily if the Company so requests.
- 12.04 ACCIDENTS - PAY TO EMPLOYEES Employees involved in an accident while on the job shall receive eight (8) hours' pay at his classified rate for the day of the accident. If an employee is required to take time off while on the job to consult a Doctor with regard to any compensable injury he has received on the job, he shall be paid for such time off provided a Doctor's letter or note is supplied and he returns to complete the days work, if practicable.
- 12.05 WAGE RATE - HIGHEST DAILY RATE Where an employee works in a higher hourly wage classification, he shall be paid the higher rate for the hours worked in such classification.

## ARTICLE 13 – BANKED OVERTIME

### 13.01 BANKED OVERTIME

***The maximum in an employee's bank at any time is 240 straight time hours. Of these 240 hours, 200 hours are reserved solely for the use in slack work periods, the remaining 40 hours may only be used as time off at a mutually acceptable time to both parties.***

**Employees may elect to bank overtime hours worked in accordance with the following:**

- (a) Banking of all overtime shall be banked as per current practice**
- (b) All overtime banked by an Employee shall exclude all other premiums, including shift premiums. Such premiums applicable to the overtime hours worked will be calculated and paid out to the Employee at the end of the pay period in which the overtime was actually worked.**

### **13.02 BANKED OVERTIME OPTIONS**

**An Employee who has banked overtime during any calendar year shall have the following options, in accordance with the provisions of this Article:**

- (a) Elect to take the banked overtime off**
- (b) Elect to defer banked time over from one (1) year to the next for use in slack work periods. This amount will not exceed the maximum allowable banked time as stated above.**
- (c) Elect to be paid for all overtime banked during a calendar year by notifying the Company, in writing, on or before March 1st of the subsequent calendar year of the request to be paid for banked overtime.**
- (d) Elect to transfer all overtime banked in a calendar year directly to the Employee's individual RRSP account by notifying the Company, in writing, on or before December 1st of the current calendar year of the request to transfer such banked overtime. Employees must provide RRSP account information at this time.**

### **13.03 BANKED OVERTIME OFF**

- (a) An Employee who has banked overtime in any calendar year may request to take the equivalent of such banked time off in minimum periods of two (2) hours during that calendar year.**
- (b) Banked time cannot be taken or added to regular vacation during the summer months (May 15<sup>th</sup> to Sept 15<sup>th</sup>). Once an employee has used 40 hours from the bank for time off, no additional hours may be used during the calendar year except in the case of slack work periods. The hour's bank will not allow overdrafts of any form**
- (c) If an employee does not use his 40 hours for mutually agreed upon time off in the calendar year, he may carry it forward to the next year but he may not increase the bank for time off in that year beyond 40 hours and he may only use 40 hours that year.**
- (d) All requests for banked time off must, unless otherwise mutually agreed between the Company and the Employee, be presented in writing to the Company a minimum of fourteen (14) calendar days prior to the time**

***requested off, and approval of such time off by the Company will be subject to operational requirements.***

- (e) Once the Company has approved banked time off for an Employee, such time off cannot be changed by either the Company or the Employee without a minimum of fourteen (14) calendar days notice by either party, except by mutual agreement.***
- (f) In the event that two (2) or more Employees in a department request banked time off for the same period, preference shall be given to the senior Employee making the request for the time off.***

#### **13.04 PAYMENT OF BANKED TIME**

***An Employee who is granted banked time off, requests that banked time be paid out, or requests that banked time be transferred to the Employee's RRSP account, shall be paid such banked time at the hourly rate of pay at which it was earned. This rate of pay does not include premiums or differentials, as they are paid out in the actual pay period when earned***

#### **13.05 RETIREMENT OR TERMINATION**

***At the time an Employee retires, or is terminated for any reason, all accrued banked time shall be paid to the Employee at the rate of pay when the banked time was earned. The Employee may, however, request the Company in writing, to transfer such accrued banked time to the Employee's individual RRSP account (see 13.02(d)).***

### **ARTICLE 14 - LEAVE OF ABSENCE**

#### **14.01 UNION SERVICE**

- (a)** The Company shall allow time off work without pay for any employee who is serving on a Union Committee for purposes of discussions with the Company, or serving as a Union delegate to any conference or function, provided all requests for time off are reasonable and do not interfere with the proper operation of the business.
- (b)** No employee who acts within the scope of this sub-section shall lose his job or be discriminated against for so acting.

#### **14.02 LEAVE OF ABSENCE DUE TO INJURY**

- (a)** When an employee suffers an injury, whether on the job or not, or suffers any illness preventing him from reporting to work, he will automatically be granted leave of absence until such time as he is medically fit to return to work.
- (b)** When any employee suffers an injury or illness which requires his absence, he shall report the fact to the Company as soon as possible, prior to his actual starting time, so that adequate replacement may be made if necessary.

- 14.03 LEAVE OF ABSENCE - APPLICATION FOR If an employee desires a leave of absence for reasons other than those referred to in this Section, he must obtain permission, in writing, for the same from the Company, a copy to be supplied to the Union.
- 14.04 LEAVE OF ABSENCE - OTHER EMPLOYMENT DISALLOWED In any instances where an employee accepts other employment without the consent of Management, when on leave of absence for any reason, his employment may be terminated, subject to proper proof of same.

## **ARTICLE 15 - GENERAL PROVISIONS**

- 15.01 INJURY REPORT An employee suffering injury while in the employ of the Company must report to the first aid department and/or attendant immediately, or as soon thereafter as practicable, and also report to that department and/or attendant on returning to work.
- 15.02 WASHROOM FACILITIES Adequate washroom facilities will be provided by the Company and kept in sanitary condition. Employees will cooperate by observing the simple rules of cleanliness.
- 15.03 (a) SAFETY AND PROTECTIVE CLOTHING.

The Company will provide the following:

- Prescription safety glasses subject to Article 15.03 (b).
- Safety boots subject to Article 15.03 (c).
- Rain gear
- Rubber boots
- Gloves for fitting and welding
- Welding aprons
- Safety goggles and shields
- Burning goggles
- Hard hats
- Hearing protection
- Dust masks
- Welder respirators
- Helmets of a reasonable fit and quantity as a tool crib item for shop, yard, and field use.
- Protective clothing when employees are engaged in cleaning equipment.

Note: It must be recognized that an understanding of this nature requires a high degree of cooperation between employees and the Company. Employees will not arbitrarily stop work without advising their supervisor.

- (b) SAFETY GLASSES - Glasses will be supplied to all permanent employees in the following way:

Prescription safety glasses are available at no cost to the employee from an optometrist under the DHSP plan (BCOA). Frames with permanent side shields and lenses can be replaced once every two (2) years to a maximum of two hundred and eighty-five dollars (\$285.00). On request, the Company will supply, at no cost to employees, standard safety frames.

Exception(s): Lenses can be replaced more frequently when there is substantial pitting or scratching; damaged frames should be repaired if possible or replaced as required at no cost to the employees.

All employees must obtain prior approval to purchase or repair as per DHSP plan. Glasses will be obtained through the registered DHSP plan, which designates the frames and services available through the registered local optometrist.

- (c) **SAFETY BOOT ALLOWANCE** *Effective Jan 31st of 2004, all employees will receive one hundred and fifty dollars (\$150.00), with a further increase of ten dollars (\$10) per year for the life of the contract, for the purpose of purchasing safety boots. Employees are expected to have metatarsal safety boots in good condition. Receipts are not required, however it is recommended that employees retain receipts.*

The Company will provide all employees the opportunity to obtain approved safety foot wear from a safety foot wear vendor. This vendor will be available on site on a periodic basis. Employees will be given a certain selection of boots to choose from.

#### 15.04 PROTECTIVE CLOTHING

The Company shall supply protective clothing when employees are engaged in cleaning equipment.

NOTE: It must be recognized that an understanding of this nature requires a high degree of cooperation between employees and the Company. Employees will not arbitrarily stop work without advising their supervisors.

15.05 WATERLESS HAND CLEANER Waterless hand cleaner shall be supplied at all mechanical operations covered by this Agreement.

15.06 COVERALLS All employees required to wear coveralls or smocks shall have these supplied and cleaned by the Company at no expense to the employees involved. Any smock or set of coveralls supplied, shall be of the proper size to fit the employee. There shall be at least three (3) changes available each week to the employees involved, and field servicemen going out on calls shall have several extra sets of coveralls to take with them when they go out on such calls.

15.07 LUNCH ROOM The Company will supply suitably enclosed heated accommodation where employees may have their lunch. Lockers for personal storage shall be provided.

#### 15.08 REST PERIODS

(a) An employee shall be granted two (2) fifteen minute breaks during the course of each shift - one (1) in each half of the shift. If an employee is working off the Company's premises, these periods shall be increased to twenty (20) minutes. The Company shall supply coffee free of charge during the break periods, on Company premises only.

(b) Where overtime is required, the employee may elect to take a ten (10) minute break during the last ten (10) minutes of his scheduled shift.

15.09 CLEAN-UP Employees shall be allowed a minimum of five (5) minutes personal clean-up time each shift, such time to precede the end of the shift.

15.10 SHOP TEMPERATURE With the cooperation of employees, the Company will attempt to maintain comfortable shop temperatures during cold weather.

When performing repair work outside in severe winter conditions and the length of the job warrants protection, protection and/or heat will be provided where practical.

#### 15.11 SHOP STEWARD

(a) The Union may elect or appoint a Shop Steward or Shop Stewards to represent the employees and the Union shall notify the Company as to the name or names of such Shop Steward or Shop Stewards. The Company agrees that no Shop Steward shall suffer any discrimination by reason of holding such office.

(b) When the Company for any reason finds it necessary to layoff or terminate a Shop Steward, the Business Representative of the Union shall be notified prior to such termination.

(c) Upon informing Management, authorized agents of the Union shall have access to the Company's premises during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to in the operation.

(d) The Shop Steward shall be allowed reasonable time during working hours to carry out his duties. Any employee being reprimanded by the Company shall have the right to request that the Shop Steward be in attendance.

15.12 PICKET LINE It shall not be considered a violation of this Agreement for an employee to refuse to cross a picket line which has been legally established as a result of a bona fide labour dispute between a recognized Trade Union and an Employer with whom the picketing Union has a dispute.

15.13 TOOL INSURANCE The Company shall provide, at its expense, tool insurance coverage to each eligible Journeyman and Apprentice. Such coverage shall pay the cost of replacing an employee's tools, tool for tool, at no cost to the employee. Each employee will provide a brand name inventory of his tools on each anniversary date of the Agreement on a form supplied by the Company to be eligible for tool insurance.

Such tool insurance shall include coverage on an employee's tool box.

Stolen, broken or worn tools shall be replaced (brand name for brand name) or repaired at no cost to the employee.

15.14 TOOL ALLOWANCE Effective **May 1st** of each year, Journeymen Mechanics with 12 months' service shall receive \$365.00 as a tool allowance **without receipts**.

Assemblymen with a minimum tool list as mutually agreed by the Parties shall receive \$115.00 **without receipts**

When employees (by classification) are no longer required to provide their own tools, the tool allowance as provided under Article 15.14 will cease.

In the event an employee has purchased tools up to and including implementation date, they will be reimbursed on a pro-rated basis upon submission of a receipt.

The Company shall give thirty (30) day's notice of implementation date.

**15.15 SUB-CONTRACTING** *The Company and the Unions share the common goal of maximizing the value of the Company for the benefit of all stakeholders in the Company. The Company accepts that employees are significant stakeholders in the Company and that the Unions have a legitimate role to play in representing its membership. The provisions that follow are deemed essential by both the Company and the Unions to grow the business.*

*Where the Company's facilities, space and trained personnel are available, the Company will endeavour to continue to have all work, which is presently performed by its employees, performed by members of the bargaining unit.*

- (a) It is the understanding of the Parties that sub-contracting and contracting out may be necessary*
- (b) The Company reserves the right to contract out work during the life of this agreement provided it does not result in the displacement of the 24 most senior bargaining unit employees. This language does not prevent the Company from laying off Employees due to reduced work volumes.*
- (c) The Company agrees to meet with the Union representatives to present and review the business case supporting the proposed outsourcing of work and possible alternatives.*
- (d) A committee composed of equal management and union representatives shall be established. The union representative shall be comprised of 1 shop steward from each of the unions or their designates. The Company shall appoint 2 representatives, which shall meet on an as-needed basis for the purpose of discussing issues that may arise from subcontracting bargaining-unit work.*

#### 15.16 NOTICE BOARD

- (a) A notice board shall be provided for the posting of all official Union notices exclusively, and will not be used for the purpose of disseminating political information. The right is reserved to the Company to request the removal of material offensive to the Company.
- (b) The following information shall be kept in a central location, readily accessible to the Shop Steward:
  - 1. Seniority list
  - 2. Copy of the Agreement
  - 3. Welfare Plan Provisions

Any employee requiring such information shall contact the Shop Steward for same.

- 15.17 SEVERANCE In the event of amalgamation, permanent closure of the plant, or a department thereof, or automation, causing an employee to lose his employment with the Company, the Company hereby agrees to pay severance pay to such an employee provided the employee has a minimum two (2) years' service with the Company. Severance pay shall be based on an employee's regular rate of pay at the date of his severance and shall be paid in accordance with the following schedule:

***One and one-half (1 1/2) week's pay for each year of service with the Company to a maximum of twenty four (24) years***

In the event that part of the plant remains open or that an employee has lost his employment because of amalgamation or automation, an employee eligible to receive severance pay may elect to remain on the seniority list for possible recall. The Company shall hold the severance pay for such an employee for the period of his right to recall but during such period the employee may, subject to the same forfeiture provisions of Article 9.07 of this Agreement, request and receive payment of such pay.

NOTE: An employee on lay-off shall receive the greater of severance pay under this Article or lay-off pay should the conditions under this Article occur during his right to recall period.

Where a Plant is closed for whatever reason within 12 months of opening, or an employee is laid off for a period exceeding sixty (60) consecutive calendar days during such twelve (12) month period, then such employee having taken employment at that plant shall have the right to return to the previous plant where he/she was employed with full recognition of seniority. In such event, neither severance pay under this Article nor lay-off pay under Article 9.07 shall apply.

Where a Plant in the Greater Vancouver Regional District is permanently closed for whatever reason after twelve (12) months of opening, affected employees shall be given the opportunity subject to job classification to displace a less senior employee in another Plant in the GVRD providing the senior employee affected is capable of performing the job. In such event, neither severance pay under Article 15.18 nor lay-off pay under Article 9.07 shall apply.

- 15.18 BEREAVEMENT PAY If an employee suffers a death in the immediate family, he shall be granted compassionate leave of absence with full pay for three (3) days. Immediate family means: spouse, mother, father, brother, brother-in-law, sister, sister-in-law, children, step-children, adopted children, mother-in-law, father-in-law, grandparents and grandchildren. If the employee affected does not attend or arrange services then he shall only be entitled to one (1) day as provided under this Section.

If the funeral is outside the province and the employee attends, he, upon request, will be granted up to two (2) additional days. Banked overtime or vacation days may be used, otherwise the additional time is without pay.

#### 15.19 JURY DUTY

- (a) All time lost by an employee due to necessary attendance on jury duty or acting as a witness or any court proceedings arising out of his employment, or subpoenaed as a witness, shall be paid for by the Company at the rate of pay applicable to said employee.
- (b) When an employee returns from serving on jury duty or from participating as a witness, he will be returned to the job held prior to serving.
- (c) If an employee is employed on an afternoon or graveyard shift and attends upon jury duty or if an employee is attending upon jury duty or acting as a witness and becomes scheduled to commence work on an afternoon or graveyard shift, such an employee shall not be required to work such shifts and shall receive pay for time loss pertaining to jury duty or acting as a witness as provided in this Subsection. All jury duty pay received by an employee for the days he received pay from the Company shall be paid over to the Company. Any employee on jury duty shall, subject to this Section, make himself available for work before or after being required for such duty whenever practicable during his regular shift.

15.20 DISMISSED OR IMPROPER CHARGES When a charge is laid against an employee, such charge arising while the employee was acting within his scope of employment with the Company, and such charge is dismissed or held improper by a court of competent jurisdiction or on an appeal taken therefrom, the Company shall pay the employee at his regular rate for the time loss due to attendances on his legal counsel and any court appearances. The Company shall also reimburse the employee for any legal fees and other legitimate expenses that the employee has incurred. Prior to the employee taking steps to defend him-self, he shall consult the General Manager of the Company to determine which legal firm should be used.

15.21 ARTICLE HEADINGS The article headings shall be used for purposes of reference only, and may not be used as an aid in the interpretation of this Agreement.

#### 15.22 EDUCATION FOR UPGRADING

- (a) The Company agrees to consider the reimbursement of fees to an employee where he is improving or upgrading himself in his line of work. The cost of Tradesmen Qualification Examinations will also be considered. The Company will be consulted prior to the employee incurring the obligation.
- (b) The Company shall pay for all authorized industrial first-aid courses as well as all required refresher courses for designated first-aid attendants. Where an employee cannot attend weekend or evening classes, due to shift scheduling, then the Company shall pay the employee for all hours missed while attending First Aid courses.
- (c) From time to time off site training and factory visits will be available. Attendance will not be mandatory. Those attending will be paid their regular wage rate for all hours including transportation. Overtime rates and off property premiums shall not apply. Where possible all travel will take place during the regular work week. All reasonable travel expenses, including food and accommodations, shall be paid by

the Company; employees shall be required to submit a travel expense form related to such expenses.

- (d) In offering training opportunities in (c) above, the Company will normally post the opportunity for such training for five (5) working days, outlining the requirements for the training. Seniority, qualifications and ability shall be the determining factors in selecting applicants. Seniority shall be the governing factor if there is more than one qualified applicant.
- (e) To the extent that the above opportunities are available, they will be distributed in a fair and equitable manner.

## **ARTICLE 16 - TECHNOLOGICAL OR PROCEDURE CHANGES**

16.01 A technological change is defined as:

- (a) a change in the manner an Employer carries on his work related to the introduction of equipment or material in the workplace.
- (b) It is, however, agreed that "technological change" does not include normal layoffs resulting from a decrease in the amount of work to be done.

16.02 In the event of a pending technological change, the Company shall advise the Union of such change at least sixty (60) days in advance of such occurrence.

Upon notice of a pending change, a joint committee shall be established, composed of two (2) persons representing the Union and two (2) persons representing the Company. It shall be a function of the committee to study the effect of the change on employment. The committee shall make recommendations to the Company and the Unions to ensure the interests of the Company and the employees are fairly and effectively protected.

16.03 When such change occurs, the Company shall provide adequate retraining arrangements for the employees displaced so that the employees can fill other jobs within the Company that are commensurate with their ability, qualifications and seniority.

16.04 Employees who are displaced from their jobs as a direct result of technological change shall be given an opportunity to fill a vacancy in another classification for which they have the necessary seniority, skill and ability.

16.05 Where an employee was displaced as a direct result of a new technology and does not fill another position as set out above, then that employee may elect to either be laid off or to be terminated, and to receive severance pay in accordance with Article 15.18.

## **ARTICLE 17 - JOB POSTING**

17.01 (a) In the event that a new job is created or a vacancy occurs or new equipment is installed in the operation, the Company shall post a notice on the bulletin board notifying that a vacancy exists in a particular job. Should there not be a successful applicant from within the applicable Plant, the job posting shall be posted in all other Plants.

- (b) Employees desiring such job shall then apply, in writing, within thirty-six (36) hours of such posting, except that employees on vacation or out of town on work for the Company at such time shall have the privilege of applying when they return.
- (c) Seniority, qualifications and ability shall be the determining factors in selecting applicants. Seniority shall be the governing factor if there is more than one qualified applicant.
- (d) The successful applicant on a job vacancy shall be considered to be on a trial period for up to **sixty (60)** working days. During this trial period, the employee must demonstrate that he can satisfy the requirements of the work performance criteria for the job to the satisfaction of the Employer,
- (e) During the trial period, an employee who fails to demonstrate the ability to perform the job or who chooses not to retain the position shall be returned to their former position, without a loss of seniority. In such cases, the Employer shall have the right to require all employees who changed job positions in consequences of the promotion, to move back into their job positions and wage rates, which they occupied prior to the promotion.
- (f) The vacancy may be temporarily filled until a permanent replacement is decided through the application of this Article.

#### 17.02 NEW JOB CLASSIFICATION

- (a) When a new job classification is introduced which is not included in the list of classifications in Appendix "A" and/or "B", the Company and the Union shall promptly negotiate a wage rate for such classification.
- (b) Every effort will be made by the Parties to conclude negotiations within thirty (30) days, but in any event, the rate established shall be retroactive to the day the new job commenced.
- (c) In the event the Parties hereto are unable to conclude negotiations the matters in dispute shall be referred to a single Arbitrator agreed upon between the Parties. Failing such agreement, either Party at any time may call upon the Minister of Labour of British Columbia to appoint an Arbitrator.

#### **ARTICLE 18 - MEDICAL - INSURANCE - DENTAL - PENSION**

- (a) The Company shall provide and maintain the following coverage for their employees at no cost, except for Long Term Salary Continuance, to such employees. At no time will coverage be less than that currently in place as indicated in Appendix "C".
- (b) The benefits provided under this Article will be firstly subject to the terms of the Collective Agreement and secondly to the terms of the insurance contracts between the Company and the Insurance Carrier.
- (c) The Parties recognize that the Plan may contain restrictions, exceptions, qualifications, and other terms affecting entitlement to benefits. Questions of

entitlement and eligibility will be determined by clause "b" firstly and then by the terms of the insurance plan and the insurer's contract.

18.01 MEDICAL The medical coverage will be that supplied by the Medical Services Plan of British Columbia.

18.02 EXTENDED HEALTH BENEFITS – Unlimited maximum, including out of country emergency coverage.

Eyeglasses: two hundred dollars (\$200.00) per twenty-four (24) months.

#### 18.03 GROUP INSURANCE COVERAGE

- LIFE INSURANCE 2x annual base earnings  
(Maximum \$100,000)

- ACCIDENTAL DEATH INSURANCE Matches Life benefit (24 hour cover.)

- WEEKLY INDEMNITY \$ 450.00 (1-2-26)\*

\*- 1st day of disability due to an accident and,  
- 2nd day of disability due to sickness, for a maximum period of twenty-six (26) weeks.

(The UIC rebate shall belong to the Company).

#### HEALTH & WELFARE

Health & Welfare Policy Brochures outlining Benefit coverage will be distributed with the Collective Agreement and will be made available at the request of an Employee or the Union within 30 days after ratification.

The Company shall supply a copy of the Health & Welfare Policy document on request of the Union.

#### 18.04 DENTAL PLAN

A - BASIC DENTAL 100%

B - PROSTHETICS  
(CROWNS, BRIDGES AND DENTURES) 60%

(A & B combined annual maximum \$2,500 per person/per year)

C – ORTHODONTICS FOR ALL MEMBERS OF  
THE FAMILY (LIFETIME MAXIMUM - \$2,000) 60%

18.05 ELIGIBILITY An employee will be eligible for all coverage outlined above on the first (1st) day of the month following completion of his probationary period. Current employees on recall shall be re-enrolled on all benefits on the first (1st) day of the month following return to work. Those former employees rehired shall be enrolled at the earliest possible date according to individual plan requirements.

18.06 INSURED BENEFIT COVERAGE - ON LAY-OFF An employee who is laid off will be eligible for continued Medical and EHB coverage, paid for by the Company, for one month after the end of the month in which lay-off occurs. Coverage will continue for the period stated as long as the employee is unemployed and not receiving income from another Company. An employee on temporary lay-off, may continue his coverage for a period of three (3) months by paying the full amount of the Insurance, Medical and Dental premiums. The Company agrees to remit same with their regular group billing returns. In order for an employee to be eligible for the provisions of this subsection an employee must apply and remit payment to the Company prior to their billing date.

All benefit coverage under Article 19, shall be maintained for all employee's on Weekly Indemnity or Long Term Disability for a period not exceeding one (1) year. Employees on W.C.B. shall have benefits maintained for eighteen months.. Long Term Disability premiums remain payable by the employee while on Weekly Indemnity or Workers' Compensation. Such an employee may continue his coverage for an additional period of six (6) months by paying, at the start of each month, the full amount of insurance medical and dental premiums.

All employees on Workers' Compensation shall receive Workers' Compensation plus a supplemental amount paid by the Company that will guarantee the employee ninety percent (90%) of his regular net earnings for up to a maximum of fifteen (15) weeks.

18.07 PENSION PLAN The Machinists, Lodge 692 Pension Plan and the Operating Engineers, Local 115 Pension Plan will be made available to all employees in the bargaining unit. Participation in a Pension Plan is a condition of employment and new employees shall participate upon completion of their probationary period.

(a) UNION PENSION PLANS - The Company shall make contributions at the rate of **three dollars and seventy-three cents (\$3.73)** per hour for which wages are payable on behalf of eligible employees. Pension contributions will not apply to sick time hours.

Effective **July 16, 2004**, the Pension contribution shall be increased by ten cents (\$.10) for a total contribution of **three dollars and eighty-three cents (\$3.83)** per hour for which wages are payable.

Effective **July 16, 2005**, the Pension contribution shall be increased by ten cents (\$.10) for a total contribution of **three dollars and ninety-three cents (\$3.93)** per hour for which wages are payable.

For new employees serving a probationary period, contributions will be made retroactively to the Union Pension plans upon successful completion of their probationary period.

The Company is required to report on the forms provided by the Pension Plans.

Contributions must be forwarded by the Company to the respective Union plan by the fifteenth (15th) day of the month following that in which contributions occur.

The Pension Plan's Auditor may inspect during regular business hours, the Company's record of time worked by employees and contributions made to the Plan.

- (b) Pension contributions shall be paid for on all vacation hours as per 10.01.

#### 18.08 LONG TERM DISABILITY

An employee paid plan is provided for all employees. The benefit is up to sixty percent (60%) of monthly earnings to a maximum of two thousand two hundred and fifty dollars (\$2,250.00) per month. The waiting period is twenty-six (26) weeks. The benefit period is twenty-four (24) months unable to perform own regular occupation. If the employee continues to be disabled according to definition, beyond twenty-four (24) months, benefits can continue to a maximum of age 65.

The insurance policy on this benefit prevails. Please review the details as described in the Unum Canada booklet. If you do not have a copy, request one from your supervisor.

May 1, 1999, the cost of the plan to the employee is fifty-one dollars and eight cents (\$51.08) per month based on \$2.27/\$100.00 of benefits.

**18.09 Effective July 16th, 2005, each employee will be deducted fifteen (15) cents per straight time hour, which includes sick time, banked time, vacation time, statutory holidays and overtime. This deduction will be used to help cover healthcare benefit costs.**

#### ARTICLE 19 - SAVINGS CLAUSE

- 19.01 No employee, who prior to the date of this Agreement was receiving more than the rate of wages as set out in the Schedule(s) attached hereto or working less hours than stipulated in this Agreement, shall suffer a reduction of wages or increase in hours worked per week because of the adoption of this Agreement.
- 19.02 If any Article or Section of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- 19.03 In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the Parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the Parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the Grievance Procedure.

**ARTICLE 20 - DURATION**

- 20.01 This Agreement shall be in full force and effect from and including **July 16, 2003**, to and including **July 15, 2006** and shall continue in full force and effect from year to year thereafter subject to the right of either Party to this Agreement within four (4) months immediately preceding **July 15, 2006** or immediately preceding the anniversary date in any year thereafter, by written notice to the other Party, require the other Party to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement or a new Collective Agreement.
- 20.02 Should either Party give written notice to the other Party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union goes on strike, or the Company locks out, or the Parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement.
- 20.03 By agreement of the Parties hereto, the provisions of Section 50 (2) and (3) of the Labour Relations Code of B.C. are specifically excluded.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, **2003**.

DEERE HITACHI SPECIALTY PRODUCTS

INTERNATIONAL UNION OF  
OPERATING ENGINEERS - LOCAL 115

\_\_\_\_\_

\_\_\_\_\_

INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE WORKERS,  
VANCOUVER LODGE NO. 692

\_\_\_\_\_

**APPENDIX "A" - WAGE SCHEDULE**

	<u>July 16, 2003</u>	<u>July 16, 2004</u>	<u>July 16, 2005</u>
JOURNEYMAN MECHANIC	\$25.96	\$26.67	\$27.48
ASSEMBLYMAN	22.16	22.78	23.46
JOURNEYMAN FABRICATOR/ WELDER	25.89	26.61	27.41
PAINTER	23.78	24.44	25.18
<b><i>PAINT/PREP PERSON</i></b>	19.75	20.30	20.91
WAREHOUSEMAN	23.27	23.91	24.63
HELPER	16.70	17.16	17.68
 Company contribution to Union Pension Plan:	 \$3.73	 \$3.83	 \$3.93

**PREMIUMS**

CHARGE HAND	7% } above the highest } journeyman classification
LEAD HAND	3% } supervised
FIRST AID ATTENDANT	\$0.50

**PAINT/PREP PERSON**

***It is the intent of the Parties to develop a formal in-house training program as well as to investigate provincial standards for certification.***

***Rate = \$19.75/hour (1st year) with subsequent applicable wage increases as stated above.***

A.01 Students shall be paid ten dollars (\$10.00) per hour and will accumulate no seniority. They shall also be exempt for coverage under the Medical - Insurance - Dental - Pension provisions of this Agreement.

## APPENDIX "B"

### B.01 APPRENTICES

Apprentices will be considered as a separate classification for layoff purposes until they are certified. The Company will retain an apprentice with less seniority than a journeyman in the event of layoff as long as the apprentice to journeyman ratio of 1:4 is maintained within the trade. No journeyman with greater than four (4) year's seniority shall be laid off as a result of this provision.

Company will pay apprentices while at school within six (6) months after lay-off.

- (a) All Apprentices employed by the Company shall be indentured to the Operating Engineers' Joint Apprenticeship Board within sixty (60) days of commencing his apprenticeship in accordance with the provisions of the Operating Engineers' Apprenticeship Plan except that Machinist's apprentices shall be indentured to the Company.
- (b) The length of an Apprenticeship contract for a given trade shall be in accordance with the rules and regulations of the Provincial Apprenticeship Branch or in this Schedule.
- (c) Any registered Apprentice, who, as a requirement of his Apprenticeship attends school, shall be paid his regular wages by the Company, based on a forty (40) hour week, while attending school. This pay shall only apply for up to a maximum of six (6) weeks in each calendar year and the amount of any Government grant received by such an Apprentice shall be deducted therefrom.
- (d) An Apprentice, having served his required time and having passed any necessary examinations presented by the Apprenticeship and Industrial Training Branch of the Department of Labour, will automatically be classified as a Journeyman.
- (e) The number of Apprentices employed shall not exceed the ratio of one (1) Apprentice to each four (4) Journeymen.
- (f) A Welding Apprenticeship Contract shall be for a term of two (2) years provided the prospective Apprentice has a minimum of six (6) month's Technical Welding Training in a Provincial Vocational School.
- (g) The wage rate for an Apprentice shall be based on a percentage of the Journeyman's wage rate and where applicable the following scales shall apply:

#### FOUR YEAR CONTRACT OF APPRENTICESHIP

1st 6 months - 50% of Journeyman rate  
2nd 6 months - 55% of Journeyman rate  
3rd 6 months - 60% of Journeyman rate  
4th 6 months - 65% of Journeyman rate  
5th 6 months - 70% of Journeyman rate  
6th 6 months - 75% of Journeyman rate  
7th 6 months - 80% of Journeyman rate  
8th 6 months - 90% of Journeyman rate

- (h) The Company shall make contributions at the rate of four cents (\$0.04) per hour for which wages are payable hereunder, to each employee within the scope of this Agreement, to the Operating Engineers' Apprenticeship Board, 4333 Ledger Avenue, Burnaby, B.C., V5G 3T3.
  - (i) An Apprentice shall not receive further percentage increments without having passed the required training modules and having served his required time on the job.
  - (j) The Parties hereby agree that apprentices indentured to the said Apprenticeship program are required to pass all prescribed courses in order to be paid as per Appendix "B" of the Master Agreement.
- B.02 LEAD HAND A Lead Hand is an employee who is able and willing to instruct others in the performance of their work, or who, because of exceptional skill and ability or the nature of his work, is so recognized by the Company.
- B.03 CHARGE HAND A Charge hand is an employee assigned to instruct others in the performance of their work and is held responsible for the quality and quantity of the work.
- B.04 SICK TIME The Company shall grant sick leave credits to each employee. These credits shall be granted on the following basis.

At the beginning of each anniversary year of the Collective Agreement, an employee will receive credit for **thirty-six (36) hours** sick leave to apply to the service year which is just commencing. Before reaching the anniversary date at which time sick credits will be received, a new employee will receive during the interim period, sick leave credit based on two and two-thirds (2-2/3) per month which will be accumulative to a maximum of **thirty-six (36) hours**. A new employee shall not receive sick leave credits until he has been in the employ of the Company for sixty (60) calendar days.

The Company shall, to the extent that sick leave credits are available, pay to an employee who reports sick on a regular work day the equivalent of three quarters (3/4) of the wages he would have earned at his classified rate of pay for his normal hours of work and reduce his sick leave credits by the number of hours that correspond with the number of hours that he received sick pay for. **Any unused sick leave credit will be paid out annually at a rate of one hundred and fifteen (115) percent of the classified rate of pay**

Sick time shall be subject to the following provisions:

1. Sick leave shall be granted for an employee's personal use only.
2. An employee who reports sick during any day will have his sick leave allotment reduced by the number of hours he received sick pay for that day.
3. Sick time is not to be used for any purpose other than legitimate illness.
4. All absence due to illness of a duration of more than three (3) consecutive scheduled work days shall require a doctor's certificate to an employee's

department manager. Where a doctor's certificate is required by the Company, the cost of such certificate shall be borne by the Company.

5. It is the responsibility of an employee to immediately notify his department supervisor of absence due to illness. If there is no notification, absence may be considered absence without pay.
6. In computing time service with the Company for the purpose of determining eligibility for sick time with pay, it will be governed by an employee's commencement date with the Company.
7. To the extent that they are available, sick leave credits up to a maximum of three (3) days will be used prior to going on Weekly Indemnity.

**APPENDIX "C"**

Health & Welfare Policy Brochures outlining Benefit coverage will be distributed with the Collective Agreement and will be made available at the request of an Employee or the Union within 30 days after ratification.

**BENEFITS**

**GROUP INSURANCE BENEFITS**

**Life**

Schedule ..... 2 x Annual Base Earnings to the next \$1,000  
Maximum ..... \$100,000  
Termination Age ..... Retirement

**AD&D**

Schedule ..... Matches Life Benefit  
24 Hour Coverage  
Weekly Indemnity Schedule ..... Flat Benefit of \$450/week  
Benefits Begin..... 1st day of accident  
2nd day of sickness  
Benefit Period ..... 26 weeks  
Termination Age ..... Retirement  
Long Term Disability Schedule ..... 60% of monthly earnings  
Maximum ..... \$2,250 per month  
Non-Evidence Maximum..... \$2,250 per month  
Elimination Period ..... 26 weeks  
Benefit Period ..... To age 65 or prior recovery

**Extended Health Care**

Maximum ..... Unlimited  
Co-insurance ..... 80% for the first \$1,000 (not including the deductible)  
of eligible health expenses per person, thereafter  
100% co-insurance within the calendar year.  
Deductible ..... \$25 single/\$25 family  
Hospital ..... Private or Semi-private  
Prescription Drugs ..... Prescription required  
Oral contraceptives are not covered.  
Prescription Eyeglasses..... Employee & Dependents \$200/24 months  
Chiropractor & Naturopath ..... \$200/calendar year  
Podiatrist ..... \$100/calendar year

Speech Therapist.....\$100/calendar year  
 Psychologist.....\$100/calendar year  
 Physiotherapist & Massage Practitioner .....\$250/calendar year  
 Acupuncturist .....\$100/calendar year  
 Private Duty Nursing .....30 days/calendar year - in hospital nursing only  
 Hearing Aids .....\$400/5 years/dependent children  
 Orthopaedic Shoes .....\$400/adult/calendar year and \$200/dependent  
 child/calendar year  
 Out-of-Country Coverage .....100% co-insurance  
 Travel Assist Card included

**Dental Care**

Deductible ..... Nil  
 Basic Services ..... 100% }  
 Major Restorative Services ..... 60% } combined maximum of \$2,500/person/year  
 Orthodontic Services .....50% - Maximum \$2,000/lifetime/all family members  
 Termination ..... Retirement

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**HITACHI CONSTRUCTION MACHINERY CANADA LTD.  
Machinerie de Construction Hitachi Canada Ltee.  
DEERE HITACHI SPECIALTY PRODUCTS DIVISION**

**AND:**

**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 115**

**AND:**

**INTERNATIONAL ASSOCIATION OF MACHINIST AND AEROSPACE  
WORKERS, VANCOUVER LODGE NO. 692**

**RE: Health Care Costs**

**In recognition that the rising costs of health care place a significant cost burden on the Company, the Company and Unions agree to set up a task team to examine the feasibility of implementing mutually agreed changes to the current benefits program which will ensure that we are making the most cost effective selection of health care coverage.**

**Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2003.**

**DEERE HITACHI SPECIALTY PRODUCTS**

**INTERNATIONAL UNION OF  
OPERATING ENGINEERS - LOCAL 115**

\_\_\_\_\_  
**INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE WORKERS,  
VANCOUVER LODGE NO. 692**

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