

COLLECTIVE AGREEMENT

BETWEEN

ALTEC INDUSTRIES LTD.

AND

**UNITED STEELWORKERS OF AMERICA
(ON BEHALF OF LOCAL UNION 2952)**

FEBRUARY 27, 2005 TO FEBRUARY 26, 2008

Errors and Omissions Excepted
cope-343

ARTICLE 1 - PURPOSE

- 1.01 **PURPOSE OF THE PARTIES** It is the intent and purpose of the parties hereto that this Agreement will promote and improve the industrial and economic relationships between the associates and the Company, and to set forth herein the basic agreement covering rates of pay, hours of work and conditions of employment to be observed between the parties hereto.
- 1.02 **EXCLUDED ASSOCIATES** Associates whose regular jobs are not in the bargaining unit will not work on any jobs which are included in the bargaining unit except for the purposes of instruction and experimentation or in emergencies when regular associates are not available.

If a grievance originates from this subsection it will be instituted at Step #2 of the grievance procedure.

ARTICLE 2 - RECOGNITION

- 2.01 **UNION - EXCLUSIVE BARGAINING AGENT** The Company recognizes the Union as the sole and exclusive bargaining agency for its associates (referred to as "associates" in this Agreement), as described in the current Certification issued by the Labour Relations Board, for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment.
- 2.02 **DEFINITION OF "ASSOCIATE"** The term "associate" as used in and for the purpose of this Agreement shall include those associates of the Company at and from the Company's present or relocated premises for which the Union is certified, except those associates excluded by the Labour Relations Code of British Columbia.

ARTICLE 3 - MANAGEMENT

- 3.01 **MANAGEMENT RIGHTS** Management rights exercised by the Company, unless expressly limited by this Agreement, are reserved to and are vested exclusively in the Company. Provided, however, that this Article will not be used in a discriminatory manner against any associate or group of associates.

ARTICLE 4 - UNION SECURITY PROVISIONS

4.01 UNION MEMBERSHIP

- (a) The Company agrees that any present associate of the Company who, at the date of the signing of this Agreement, is a member of the Union, will, as a condition of continued employment, maintain membership in the Union in good standing.
- (b) All new associates after the renewal date of this Agreement will, as a condition of continued employment, join the Union after completing his probationary period, and as a condition of continued employment maintain membership in the Union in good standing.

4.02 UNION DUES

- (a) The Company agrees to deduct once each month from the earnings of every associate covered by this Agreement such dues as may be fixed by the International Union and communicated to the Company by the Union. The total amount so deducted, with an itemized statement of same in duplicate will be forwarded to the Union in the manner provided for in sub-section (b) hereof.
- (b) Cheques will be made payable to Leo W. Gerard (or his successor), International Treasurer of the United Steelworkers of America. Until further notice from the Union, all

cheques will be forwarded to the United Steelworkers of America, Unit D, Box 34223, Vancouver, B.C. V6J 4N1, made payable aforesaid and prior to the 15th of the month next following that in which the deductions apply.

- 4.03 **CHECK-OFF CARDS** The Company agrees to have all present and future associates covered by this Agreement, as a condition of continued employment, sign a check-off card authorizing the Company to implement the provisions of 4.02 hereof, and the Union agrees to indemnify the Company and hold it harmless against any claim which may arise in complying with the provisions of this Article.
- 4.04 **UNION DEDUCTION TOTALS** Associates are to be supplied with Union deduction totals for income tax purposes. The Company agrees to show on associates "T4" slips the total Union deductions for the previous taxation year.

ARTICLE 5 - HOURS OF WORK

- 5.01 **STANDARD WORK DAY** The standard work day will consist of 8 hours of work and a designated 30 minute unpaid lunch period.
- 5.02 **CHANGE OF START AND STOP TIMES** By mutual agreement between the Company and the Union, the regular starting and stopping time of the standard work shift may be changed. Agreement to a change in start and stop times will not be unreasonably withheld by either party.
- 5.03 **STANDARD WORK WEEK** Five shifts, Monday to Friday inclusive, will constitute a regular week's work.
- 5.04 **WORK PERFORMED ON SATURDAY, SUNDAY AND PLANT HOLIDAYS**
- (a) Time and one-half will be paid for work performed on Saturdays;
 - (b) Double time will be paid for work performed on Sundays and Plant Holidays.
- 5.05 **OVERTIME**
- (a) **Overtime - Daily** Overtime will be paid for at one and one-half times;
 - (b) **Overtime - Voluntary** The parties are agreed that all overtime will be voluntary, subject to the exception set out in this Article. Should the completion of a work order be necessary to meet a customer's requirements, and completion of the work order may reasonably be expected to be accomplished within two hours of overtime and there are no qualified volunteers with the necessary abilities to work the overtime, the Company has the right to designate the most junior qualified associate(s) to do the overtime work;
 - (c) **Overtime Meal** Associates requested to work more than two hours overtime after completion of their regular shift will be given one-half hour on Company time to eat their lunch and will be given \$5.00 meal money.
- 5.06 **REST BETWEEN SHIFTS** Associates will have eight (8) hours rest between shifts. In the event an associate is recalled to work before such eight hours elapse, he will be considered as still working on his previous shift and will be paid the appropriate premium rate for the hours worked.

5.07 **LUNCH PERIOD** The mid-shift lunch period will be mutually arranged between the Company and the Union Plant Committee. If associates are required to work during the mid-shift lunch period they will be given an alternate lunch period but not more than four and one-half (4 1/2) hours from the shift start time or as mutually agreed upon.

5.08 **GUARANTEED DAY** Subject to the exceptions set forth in this Section, any associate reporting for work at the start of the associate's shift, will be guaranteed 8 hours work at the associate's regular job, or pay equal thereto, provided that, if there are insufficient hours of work available at the associates' regular job, the associate will perform such other work as may be assigned to the associate to qualify for such pay.

The provisions of this Section will not apply in case of shutdowns necessitated by emergencies beyond the control of the Company, or if the associate:

- (a) voluntarily quits;
- (b) was previously instructed not to report. In such event or circumstances the associate will then only be paid for the actual time he works;
- (c) does not work a full shift at his own request;
- (d) reports for work on a shift for which he was not scheduled; or
- (e) is sent home by his supervisor for disciplinary or safety reasons.

5.09 **CALL TIME** Associates who are called to work after leaving the premises of the Company, after completion of the regular shift, will be paid 1.5 times rate for all hours worked, with the guaranteed minimum payment of four (4) hours at straight time rate.

5.10 **WORK SHORTAGE - CREW REDUCTION** In the event of a work shortage or a reduction or discontinuance of operations, the Company will discuss with the Union for the purpose of considering shortening the working hours and/or working week as an alternative to laying off associates.

5.11 **CHANGE OF WORK DAY AND WORK WEEK** By mutual agreement the standard work day and standard work week may be changed.

ARTICLE 6 - PLANT HOLIDAYS

6.01 **PLANT HOLIDAYS** All associates covered by this Agreement will receive eight (8) hours' pay at the regular straight-time rates for each of the following Plant Holidays (regardless of the day on which the holiday falls) in addition to any wages which they may be in receipt of for work performed on such holidays:

- | | |
|-----------------|------------------------------------|
| New Year's Day | "Heritage Day" (3rd Monday in Feb) |
| Good Friday | Victoria Day |
| Canada Day | B.C. Day |
| Labour Day | Thanksgiving Day |
| Remembrance Day | Christmas Day |
| Boxing Day | |

and any other day declared a statutory holiday by the Provincial and/or Federal Government.

6.02 **SCHEDULING** When Plant Holidays fall on Saturday or Sunday they will be celebrated on Monday, and when they fall on consecutive Saturday and Sunday or consecutive Sunday and Monday, they will be celebrated on the following Monday and Tuesday.

- 6.03 **PLANT HOLIDAY DURING VACATION** Should any of the above holidays occur during an associate's vacation period, he/she will be given an extra day's vacation with pay for each holiday to be taken at the beginning of or the end of the holiday period.
- 6.04 **COMPLETED EMPLOYMENT** In order to qualify for eight (8) hours' pay for the above Plant Holidays, the associate must have completed thirty (30) calendar days employment with the Company.
- 6.05 **DISCIPLINE** Disciplinary action may be taken in instances where associates fail to work the day before or the day after a Plant Holiday except where permission was previously obtained or the associate had a justifiable reason for being absent.
- 6.06 **QUALIFYING FOR PLANT HOLIDAY PAY** Except as provided in this clause, associates not actively employed do not qualify for Plant Holiday pay. Associates not actively employed because of:
 - (a) layoff;
 - (b) unpaid leave of absence;
 - (c) illness or injury and not eligible for Workers' Compensation payments for the involved Plant Holiday(s),

and who work sometime within the seven (7) day period prior to, or the seven (7) day period following the Plant Holiday(s) in question, will qualify for Plant Holiday pay for such Plant Holiday.

ARTICLE 7 - VACATION WITH PAY

- 7.01 **SCHEDULE** Associates will receive vacations and will be paid for the vacation in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>Vacation Time</u>	<u>Vacation Pay</u>
Less than 1 year	1 day for each major fraction of month worked (max. 10 working days)	4% of wages received in the vacation year
1 year but less than 5	2 weeks	4% of wages received in the vacation year
5 years but less than 12	3 weeks	6% of wages received in the vacation year
12 years or more	4 weeks	8% of wages received in the vacation year

- 7.02 **VACATION ALLOTMENT - SICKNESS - INJURY - LAYOFF**

Authorized leave of absence for sickness or accident or other causes acceptable to the Company, excluding layoff beyond two (2) months, shall not effect the associate's right in respect to vacations with pay.

- 7.03 **CUT-OFF DATE** Associates vacation years will be based on their employment anniversary date.

- 7.04 **VACATION SCHEDULING** Vacation time will be scheduled by May 1 of each year. Subject to the work requirements of the Company, associates will have preference in the scheduling of the first two (2) weeks of their vacation time in accordance with their seniority within departments and/or job groupings. After these vacation times have been scheduled, associates entitled to 3 weeks of vacation time may schedule their third week of vacation time, subject to the work requirements of the Company.
- 7.05 **VACATION PAY - WHEN PAYABLE** Vacation pay accrued will be paid on the 1st pay day in July of each year.

ARTICLE 8 - SENIORITY

8.01 SENIORITY PRINCIPLE

- (a) The parties recognize that job opportunity and seniority should increase in proportion to length of service. It is agreed that the term "seniority" as used herein, shall have reference to an associate's right to a job based upon his length of service with the Company, and his ability to efficiently fulfil the job requirements.
- (b) All promotions, transfers, filling of vacancies, lay-offs, terminations, and recall after lay-offs, will be done strictly in accordance with the principles set forth in 8.01(a) above.
- (c) **Probationary Period** Seniority of each associate covered by this Agreement will be established after a probationary period of forty-five (45) days worked which may be accumulated over a period of six (6) months, during which the associate must demonstrate that he is suitable for regular employment.

8.02 SENIORITY MAINTAINED AND ACCUMULATED Seniority shall be maintained and accumulated during:

- (a) Occupational injury;
- (b) Absence from employment while serving in the non-permanent Armed Forces of Canada;
- (c) Absence due to illness or non-occupational injury for a period not to exceed six months;
- (d) Authorized leave of absence;
- (e) Lay-off for a period not to exceed six months for an associate with less than 5 years of continuous service;
- (f) Lay-off for a period not to exceed 12 months for an associate with 5 or more years of continuous service.

8.03 SENIORITY MAINTAINED BUT NOT ACCUMULATED Seniority shall be maintained but shall not accumulate during an absence due to illness or non-occupational injury which exceeds six months.

8.04 SENIORITY LOST AND EMPLOYMENT TERMINATED Seniority shall be lost and employment deemed to be terminated if an associate:

- (a) voluntarily leaves the employ of the Company;
- (b) is discharged for cause and is not reinstated under the terms of this Agreement;
- (c) with less than 5 years of continuous service, is on lay-off for a period that exceeds six continuous months;

- (d) with 5 years or more of continuous service is on lay-off for a period that exceeds 12 consecutive months;
- (e) over-stays an authorized leave of absence;
- (f) is recalled to work and does not report within six working days of receiving notice by registered mail.

8.05 **SENIORITY LIST** The Company shall maintain a seniority list containing the following information:

- (a) associates' names;
- (b) date from which the associates' seniority is calculated;
- (c) associates' current job classifications.

The seniority list shall be posted by the Company for 30 calendar days, and shall establish the seniority and classification of an associate who does not protest his status, in writing, within the said 30 calendar days. Additional revisions will be furnished to the Union as requested from time to time. The Union agrees not to request such list more frequently than once each six months.

8.06 **RECALL PROCEDURE** Laid-off associates with seniority will be notified of recall by registered mail or by telephone, if possible, which will be confirmed by registered mail. An associate being recalled must return to work as soon as reasonably possible after the first notice of recall as described above, but no longer than six (6) working days after receipt of the registered notice. A copy of the notice will be given to the shop steward. It is the responsibility of the laid-off associate to keep the Company informed of his current address and telephone number.

ARTICLE 9 - SAFETY AND HEALTH

9.01 **SAFETY AND HEALTH - RESPONSIBILITY**

- (a) The Company, the Union and the associates agree to abide by the applicable occupational health and safety regulations published and administered by the Workers' Compensation Board, the W.H.M.I.S. legislation and regulations, and the recommendations of the Safety Committee.
- (b) The Union and the associates agree to co-operate fully with the Company in all matters of health and safety.

9.02 **SAFETY COMMITTEE** A safety committee consisting of an associate selected by the Union will meet with the management representative not less frequently than once a month. Minutes of such meetings will be posted on the notice board.

9.03 **HOUSEKEEPING AND SANITATION** All associates, as well as the Company, will observe the rules of good housekeeping and sanitation.

- 9.04 **WASHROOM, LUNCHROOM** Adequate washroom, lunchroom and a place to hang clothing will be provided by the Company and kept in a sanitary condition. The Company will supply towels, soap and other supplies normally found in restrooms. Associates will co-operate by observing the rules of cleanliness.
- 9.05 **INJURY REPORTING PROCEDURE** Any associate suffering an injury while in the employ of the Company performing or engaged in any activity which is covered by Workers' Compensation must report immediately to the designated first aid attendant on shift and inform his foreman. The associate must report to the first aid attendant and inform his foreman on returning to work.
- 9.06 **INJURED ASSOCIATE - TRANSPORTATION** Associates injured on the job shall be provided free transportation by the Company to the nearest hospital or medical clinic and back to the Company's plant. An associate will not be required to drive himself to the hospital or clinic or back to the Company's plant.
- 9.07 **INJURED ASSOCIATE - DAILY EARNINGS** If an associate is injured on the job and a doctor recommends no further work on that day, the Company will maintain the associate's normal daily earnings for the day of injury.
- 9.08 **ASSOCIATES WORKING ALONE** Where an associate is employed under conditions where he might be injured and not be able to secure assistance, the Company shall devise some method of checking on the well-being of the workman at intervals which are reasonable and practicable under the circumstances.
- 9.09 **SAFETY BOOT ALLOWANCE** The Company will on November 1st, each year contribute \$130.00 to each associate having completed twelve (12) months service for the purpose of safety boots.

ARTICLE 10 - GENERAL PROVISIONS

- 10.01 **CONSULTATION WITH UNION - PRIOR TO CHANGES** The Company agrees to advise the Shop Steward, if available on the premises, prior to discharging, laying off, transferring, promoting or demoting any associate.
- 10.02 **BULLETIN BOARD** The Union will have the use of the Bulletin Board located next to the time clock for the purpose of posting official union notices which may be of interest to Union members. All such material may be posted only upon the authority of the Shop Steward.
- 10.03 **NOTICE - BETWEEN COMPANY AND UNION** Any notice required to be given to the Company under the terms of this Agreement shall be given by registered mail addressed to 12352 - 84th Avenue, Surrey, B.C. V3W 0J5. Notice to be given to the Union under the terms of this Agreement shall be given by registered mail addressed to the Secretary of the Union at Suite 101 - 7820 Edmonds Street, Burnaby, B.C. V3N 1B8.
- 10.04 **UNION ACCESS TO PLANT** Representatives of the Union will have access to the Company's premises upon obtaining the prior permission of management. Such permission will not be unreasonably withheld.
- 10.05 **BEREAVEMENT LEAVE** If a death occurs in the immediate family of an associate, the Company will grant paid leaves of absence as follows:
- 3 days if associate attends funeral of parents, parents-in-law, wife, husband and children.
 - 1 day if associate does not attend funeral of parents, parents-in-law, wife, husband and children.
 - 1 day in the event of death of brother or sister.

10.06 **TOOLS** Associates are required to provide a basic auto mechanic's set of tools as a condition of employment.

10.07 **JURY DUTY AND CROWN WITNESS** If an associate is summonsed or subpoenaed for jury selection or for jury duty or subpoenaed by the Crown as a witness, the Company will grant the associate leave of absence with pay which will be the difference between his regular pay and the monies received for jury or crown witness duty.

On any day when an associate is called but not chosen for duty he must return to work for the balance of the shift. He must supply the Company with a statement of time of reporting and release when not chosen for duty and an official statement of payment for duty.

10.08 **REST PERIODS** Associates will be allowed two (2) coffee breaks of fifteen (15) minutes each on Company time; one in the first half of each shift and one in the second half.

10.09 **INSTRUCTION PROCEDURE** Associates will take orders from the Plant Manager only when the associate's immediate supervisor is not readily available.

10.10 (a) **Personnel Records**

(i) A personnel file shall be maintained by the Company for each associate in the bargaining unit. Such file shall contain all records and reports concerning the associate's employment and work performance.

(ii) No negative comments or report about any associate shall be placed in any personnel file unless the associate concerned is first given a copy of the information.

(iii) Personnel files, as referred to in this Agreement, shall include both hard copy and/or any other methods, systems or forms of maintaining such records and files related to associates as may be implemented by the Company.

(b) **Associate Access to Personnel File** An associate shall have the right to read and review his/her personnel file at any time, upon reasonable notice and by written request to the Company. On request, and with the associate's permission, the Union representative shall be provided with copies of any document or record contained in the associate's personnel file.

(c) **Union Access to Associate Personnel File** A representative of the Union shall have the right to read and review an associate's personnel file at any time, upon written authorization of the associate and upon reasonable notice and written request to the Company. On request, and with the associate's permission, the Union representative shall be provided with copies of any document or record contained in the associate's personnel file.

(d) **Discipline**

(i) The Company shall only discipline, suspend or discharge an associate for just cause. The burden of proof of just cause shall rest with the Company.

(ii) The Shop Steward or other Union designee shall be present at any meeting where disciplinary action is taken.

(iii) The associate, the Shop Steward and the Local Union President shall receive a copy in writing of any disciplinary action taken including, but not limited to all written reprimands, or notices involving suspension or discharge and the reasons for such action within three (3) working days of the taken action.

(e) **Relief**

An associate's record of verbal and written warnings will not be used after twelve (12) months from the date of the infraction providing the associate has incurred no further discipline of a similar nature during that twelve months.

10.11 **LAY-OFF NOTICE** In cases of lay-off, the Company will give one week's notice.

10.12 **UNION APPOINTEES - IDENTIFICATION** The Union will maintain with the Company a current list of the names of its Shop Steward, its Safety Committee Representative, and its Staff Representative.

10.13 **UNION COMMITTEES** Union Committees as provided for in this Agreement, will be of a size that will not unduly curtail production.

10.14 **PAYDAY** Payday will be on Friday of each week for the week ending on the previous Sunday. Pay cheques will be issued to the associates by 4:30 p.m. on payday.

10.15 **TOOL REPLACEMENT** If an associate stores his tools on the Company's premises and his tools are lost, damaged or stolen as a result of fire or external theft, the Company shall replace the lost, damaged or stolen tools. In order to have tools replaced under this Article, an associate must provide the Company with an itemized list of his tools.

10.16 **EDUCATION AND TRAINING FUND**

(a) The Company shall contribute to the Union the sum of five cents (\$.05) per hour per associate for each hour worked for education and training of Union members.

(b) The money shall be made payable to Local Union 2952 Education and Training Fund, 7820 Edmonds Street, Burnaby, B.C., V3N 1B8 and shall be remitted by the 15th of each month for the previous month and the Company shall provide necessary information regarding amounts paid for each associate.

10.17 **Letters of Understanding and Memorandums**

(a) **Form Part of Collective Agreement** The Company and the Union agree that any and all Letters of Understanding and Memorandums of Agreement made between the parties shall be considered as part of and shall be attached to the Collective Agreement.

10.18 **Union Representation**

(a) The Company acknowledges the right of the Union to appoint or otherwise select a Shop Steward for the purpose of representing associates in the handling of complaints and grievances.

(b) The Company agrees to recognize the Shop Steward, as provided in writing from the Union.

(c) The Company will be notified by the Union of the name of the Shop Steward, and any changes made thereto.

- (d) When the legitimate on-site business of the Shop Steward or Safety Committee member requires such associates to leave their work station, the associates will first receive permission from their Supervisor. Such permission shall not be unreasonably withheld and the associate will not suffer loss of regular pay for such time.

10.19 **Negotiating Committee**

- (a) The Company agrees to recognize and deal with a Negotiating Committee of not more than one (1) regular associate along with representatives of the International Union.
- (b) The Negotiating Committee is a separate entity from other committees, and will deal only with such matters as are properly the subject matter of negotiations, including proposals for the renewal or modification of this Agreement.
- (c) The Company agrees to allow members of the Negotiating Committee the time off work with loss of pay for the purpose of meeting with the Company in the negotiation of the renewal or modification of this Agreement.
- (d) During negotiations for a new Collective Agreement, the Company shall place the associate member of the Negotiating Committee on the day shift.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 **PROCESS** Grievances shall be processed as follows:

Step 1 The aggrieved associate, with or without the Shop Steward, shall attempt to settle the grievance with the Supervisor involved in the dispute. If settlement is not reached the grievance will proceed to Step 2.

Step 2 The Shop Steward, with or without the aggrieved associate, shall present the grievance in writing to the Supervisor or Manager who shall meet to discuss it. If the grievance is not settled at Step 2 the Manager present at the meeting shall relate to the Union, in writing, the Company's acceptance or rejection of the grievance. If settlement is not reached the grievance will proceed to Step 3.

Step 3 The Manager of the Company, with other Company Representatives, if he desires, shall meet with the Shop Steward and the Union Representative, with or without the aggrieved associate, and shall attempt to settle the grievance.

If the grievance is not settled at Step 3 the Manager present at the meeting shall relate to the Union, in writing, the Company's acceptance or rejection of the grievance.

If settlement is not reached the grievance shall proceed to Step 4.

Step 4 Article 12 – Expedited Arbitration or Article 13 - Arbitration

11.02 **TIME LIMITS** Time limits (working days) and steps shall be as follows:

<u>Appeal to</u>	<u>Time</u>	<u>Answer</u>
Step	Within 10 days of the grievor's knowledge of the occurrence of the grievance	3 days
Step 2	Within 5 days of answer	3 days
Step 3	Within 5 days of answer	3 days
Step 4	Within 30 days of answer	

The time limits may be extended by mutual consent if there is reasonable need for extension, and a request for extension is made in writing.

11.03 **DISCHARGE CASES** If an associate believes that he has been unjustly discharged he may commence the grievance procedure and it will be instituted at Step 2.

11.04 **GROUP GRIEVANCES AND COMPANY GRIEVANCES** Grievances of a general or group nature and Company grievances shall be put in writing and instituted at Step 2.

11.05 **TIME LIMITS - FAILURE TO ACT** If either Party fails to act within any of the time limits, or with an agreed upon extension, it shall be deemed that that Party has abandoned its position and that the position of the other Party has been established, except in a case where the Union withdraws the grievance.

11.06 **GRIEVANCE COMMITTEEMAN AND COMPANY REPRESENTATIVE** At each of the three grievance steps the Company and the Union may have equal representation.

ARTICLE 12 - EXPEDITED ARBITRATION

12.01 Notwithstanding any other provisions of this Agreement, the following Expedited Arbitration Procedure is designed to provide prompt and efficient handling of routine grievances.

The Expedited Arbitration Procedure shall be implemented in light of the circumstances existing within the Collective Agreement, with due regard to the following.

12.02 An Arbitrator shall be appointed by the associate Chair-Mediation Division to hear the cases. His expenses and fees shall be borne by the parties.

12.03 (a) Within thirty (30) calendar days after receipt of the Step 3 answer the Company or the union initiating the grievance may by mutual agreement refer it to Expedited Arbitration.

(b) The date of the hearing shall be within ten (10) calendar days of the referral unless an extension of time is mutually agreed upon by all three parties.

12.04 Grievances shall be presented in the Expedited Arbitration Procedure by a previously designated Shop Committee member and a designated representative of the Local Plant Management. Attendance of other persons at the Arbitration hearing shall be limited to those who have personal knowledge of the grievance being presented.

- 12.05 (a) The hearing shall be informal
- (b) No briefs shall be filed or transcripts made
- (c) There shall be no formal evidence rules
- (d) The Arbitrator shall have the obligations of assuring that all necessary facts and considerations are brought before him by the representatives of the Parties. In all respects, he shall assure that the hearing is a fair one.
- (e) If the Arbitrator or the parties conclude at the hearing that the issues involved are of such complexity or significance that the case should require further consideration by the Parties, the case shall be referred back to Article 13, Arbitration.
- (f) The Arbitrator shall render his written decision within five (5) work days following the date of the hearing. Their decision shall be based on the facts presented by the Parties at the hearing, and shall include a brief written explanation of the basis for their conclusion. These awards will not be cited as a precedent at any discussion of any other grievances at any stage of the grievance procedure or in any subsequent Arbitration, and will be considered binding by both Parties.
- 12.06 (a) Grievances subject to this Expedited Arbitration Procedure must be confined to issues which do not involve novel problems and which have limited contractual significance or complexity.
- (b) The Arbitrator under this Expedited Arbitration Procedure shall have the same powers as granted to the Arbitrator under Section 13 of this Agreement.

ARTICLE 13 - ARBITRATION

- 13.01 Where a difference arises between the parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration.
- 13.02 Any matter referred to arbitration, as provided in 13.01 hereof, shall be submitted to a single Arbitrator selected from the following list:
1. Dalton Larson
 2. Dave McPhillips
- 13.03 The Arbitrator will have the authority to act as a Mediator/Arbitrator with consent of both parties and will hear and determine the difference or allegation, and will issue a decision, and the decision is final and binding upon the parties, and upon any associate affected by it.
- 13.04 The Arbitrators will rotate on each subsequent arbitration, but should anyone be unable to act within thirty (30) calendar days, the Arbitrator shall be passed over to the next on the list.
- 13.05 The Arbitrator will have the right to enter any premises where work is being done or has been done by the associate, or in which the Company carries on business, or where anything is taking place or has taken place concerning any of the differences submitted to the Arbitrator and inspect and view any work material, machinery, appliance or article therein, and interrogate any person respecting any such things or any such differences in the presence of both parties.
- 13.06 If, during the life of this Agreement, one of the Arbitrators in 13.02 hereof withdraws from the list, the Parties will appoint a replacement by mutual agreement in writing.

- 13.07 Except where otherwise provided for in this Agreement, each of the Parties hereto will bear its own expense with respect to any arbitration proceedings. The Parties hereto will bear jointly the expenses of the Arbitrator on an equal basis.
- 13.08 No matter may be submitted to arbitration which has not been properly carried through all preceding steps of the Grievance Procedure.
- 13.09 The Arbitrator will have jurisdiction and authority to interpret and apply the provisions of this Agreement insofar as it may be necessary for the determination of a grievance referred to it, but will not have the jurisdiction and authority to alter or amend any of the provisions of this Agreement.
- 13.10 A claim by an associate that the associate has been unjustly discharged, suspended or laid-off may be settled by confirming the Company's decision in discharging, suspending or laying-off the associate, or by reinstating the associate with such compensation, either full, partial or such other settlement as may be agreed upon by the conferring parties or determined by the Arbitrator, as the case may be.

ARTICLE 14 - INSURANCE AND MEDICAL PLAN

- 14.01 **COMPANY BENEFIT PLANS** The Company shall make available to all regular associates who have successfully completed three months of full time employment, the Company's benefit plans comprised of the following:
 - Group Life;
 - Accident Death and Dismemberment;
 - Extended Health;
 - Dental;
 - Weekly Indemnity;
 - Long Term Disability.
- 14.02 **PREMIUMS** Premiums will be paid 100% by the Company.
- 14.03 **TERMS AND CONDITIONS** All benefit plan coverages, terms, conditions and specific eligibility and entitlement requirements shall at all times be covered by the actual terms and conditions of the benefit plans and insurance policies which underwrite the plans. The terms and conditions of the benefit plans and insurance policies cannot be changed without the consent of the Union, such consent not to be unreasonably withheld.
- 14.04 **BRITISH COLUMBIA MEDICAL SERVICES PLAN** The Company agrees to pay the premiums for coverage of regular associates under the British Columbia Medical Services Plan.

ARTICLE 15 - LEAVE OF ABSENCE

- 15.01 **LEAVE FOR PERSONAL REASONS** An associate may be allowed a leave of absence without pay for up to 30 days for personal reasons if:
 - (a)
 - i) he requests it from the Company in writing, and
 - ii) the Company believes the leave is for a good reason and does not interfere with the Company's operations.
 - (b) A leave of absence may be extended if there is a good reason and the Company agrees to it. The associate must request the extension in writing before his first leave period is terminated.
 - (c) The Union will be notified of all leaves granted under this section.

- (d) Should an associate utilize a leave of absence for a purpose other than that for which it was allowed, the associate shall be subject to discipline or discharge.

15.02 **LEAVE TO ATTEND UNION GATHERINGS** Associates who have been elected or appointed by the Union to attend International, National or local gatherings will be granted leave of absence without pay for this purpose. Not more than one associate may take such leave at one time and they must give the Company 10 working days notice in writing. This notice must be confirmed by the Union. Leave will not exceed one week.

15.03 **LEAVE FOR UNION BUSINESS**

- (a) The Company shall grant an associate a leave of absence of not more than three (3) years to work in an official capacity for the Local or International Union. The associate must request the leave in writing and the Union must approve it. This leave shall be extended for additional three (3) year periods.
- (b) Not more than one (1) associate may be on leave under this Section at any one time and in no instance will two such leaves be granted in any three (3) year period.

ARTICLE 16 - WAGES

16.01 **WAGE SCHEDULE** The job classification and rates of pay listed in the attached Wage Schedule is agreed upon by both parties and is a part of this Collective Agreement.

- (a) The rates set forth in the attached Wage Schedule may not be used in any way for the purpose of reducing the wage rate(s) presently received by an associate(s)

16.02 **NEW OR CHANGED CLASSIFICATION**

- (a) If any 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 Grievance and Arbitration procedures of this Agreement.

16.03 **ASSIGNMENT TO HIGHER CLASSIFICATION** If an associate is temporarily assigned by his supervisor to a higher classification, the associate will be paid the rate of the higher classification for as long as he is so assigned.

16.04 **CHEQUE ISSUE - NO DELAY** The Company will make provisions so that there will be no undue delay in issuing cheques on pay day.

16.05 **STATEMENT OF EARNINGS** The rate or rates of pay, hours of work, details for overtime hours and all necessary and pertinent information will be furnished to each associate on his pay statement so that the associate can clearly understand how his total pay was calculated.

16.06 **FIRST AID ATTENDANTS** Ten (10) cents per hour over occupational rate will be paid to a First Aid Attendant who is designated as such by management and who has successfully completed the "Survival" course.

16.07 **PAYMENT OF WAGES - IRREGULAR** Payment of Wages - Irregular - Any associate being discharged, laid-off, or leaving of his own accord, will be paid all wages due to him as promptly as possible.

- 16.08 **LEAD HAND** A lead hand is an associate who is assigned to instruct others in the performance of their work but will not be held responsible for the quality and quantity of work. The Company may assign an associate to work as a lead hand during the absence of the supervisor. During the period when the associate is working as a lead hand, he will receive the premium of \$.50 above the highest classification supervised or above his own rate, whichever is greater.
- 16.09 **UPGRADING - REIMBURSEMENT** The Company and the Union agree that it is mutually beneficial for an associate to upgrade his knowledge and skills. The Company agrees to reimburse an associate for tuition fees for relevant courses taken. In order to be reimbursed, an associate must obtain the prior approval of management for the course and submit proof that he has successfully completed the course.

ARTICLE 17 - JOB POSTINGS

- 17.01 **JOB OPENINGS (NOT TEMPORARY)** All job postings (not temporary) in the bargaining unit will be posted on the bulletin board for three working days.
- 17.02 **JOB APPLICATIONS** If an associate is not at work, for the following reasons when a job is posted, he may apply for the job if he does so within three working days of his return to work:
- (a) vacation;
 - (b) authorized leave of absence not exceeding 30 calendar days;
 - (c) absence resulting from an accident or illness not exceeding 30 calendar days;
 - (d) absence on Workers' Compensation not exceeding 30 calendar days.
- 17.03 **TRIAL PERIOD** The successful applicant may be entitled to up to 30 working days and not less than five working days trial period.
- 17.04 **RETURN TO FORMER JOB** In the event that an associate is promoted in accordance with the provisions of this Article and within 30 working days of such promotion he is not performing efficiently, or the associate wishes to do so, he will revert to his immediate previous job, without loss of seniority.
- 17.05 **SUCCESSFUL APPLICANT NOTICE** The name of the successful applicant will be posted no later than five days after the removal of the job posting notice. All job postings not filled by successful applicants within 30 calendar days are considered void.
- 17.06 **FILLING VACANCY FROM ANY AVAILABLE SOURCE** In the event that none of the applicants meet the requirements of the job in relation to Section 8.01(a) of this Agreement, the Company may fill the vacancy from any available source.

ARTICLE 18 - NO INTERRUPTIONS OF WORK

- 18.01 **NO STRIKE** Neither the Union or its officers nor any associate shall instigate or participate in any strike, stoppage of work, slow-down or restriction of output while this Agreement is in force.
- 18.02 **NO LOCKOUTS** The Company agrees that there shall be no lockouts by the Company while this Agreement is in force.

ARTICLE 19 - TECHNOLOGICAL CHANGE

- 19.01 **DEFINITION** "Technological change" means:

- (a) The introduction by the Company into its work, undertaking or business of equipment or material of a different nature or kind than that previously used by the Company in that work, undertaking or business, or
- (b) a change in the manner, method or procedure in which the Company carries on its work, undertaking or business that is related to the introduction of that equipment or material, but does not include normal lay-offs resulting from a decrease in the amount of work to be done.

19.02 **NOTICE OF TECHNOLOGICAL CHANGE** In the event that the Company introduces a technological change which results in the displacement of an associate from employment with the Company, the Company will provide the Union with at least 90 days' notice of the change stating the nature of the technological change, the date on which the Company proposes to effect the technological change and the approximate number and type of associates likely to be affected by the technological change.

19.03 **SEVERANCE PAY** In the event that the Company introduces a technological change which results in displacement of associates from employment with the Company:

- (a) The Company will co-operate with Canada Manpower training facilities to train such associates, if there are job openings with the Company, and such associates have the necessary potential to fill the positions;
- (b) an associate being terminated will receive one (1) week's pay for each year of seniority in excess of five (5) year's seniority.

ARTICLE 20 - SAVINGS CLAUSE

20.01 **SAVINGS CLAUSE** Should any part of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any judgement or order of a court, tribunal or board of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and such remaining portions shall continue in full force and effect.

ARTICLE 21 - HUMANITY FUND

21.01 The Company agrees to deduct \$20.00 from each associate once yearly and forward to the United Steelworkers Humanity Fund.

21.02 The deduction to be made on the 1st pay period in October of each year. Anybody not wanting to participate should notify the Company in writing.

ARTICLE 22 - TERM OF AGREEMENT

22.01 This Agreement shall be for the period from and including February 27, 2005 to and including February 26, 2008 and from year to year thereafter subject to the right of either Party to the Agreement within four months immediately preceding the date of expiry of this Agreement, which is February 26, 2008, or immediately preceding the 26th day of February in any year thereafter, by written notice to require the other Party to the Agreement to commence collective bargaining.

22.02 **BRIDGING CLAUSE** 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 shall give notice of strike or the Company shall give notice of lockout or the parties shall conclude a renewal or revision of this Agreement or a new Collective Agreement, whichever shall first occur.

22.03 **SECTION 50(2) EXCLUDED** The operation of Section 50(2) and (3) of the Labour Relations Code of British Columbia is hereby excluded.

IN WITNESS WHEREOF: The Parties have executed this Agreement this ____ day of _____ 2005.

ALTEC INDUSTRIES LTD.

**UNITED STEELWORKERS OF AMERICA,
(ON BEHALF OF LOCAL UNION 2952)**

WAGE SCHEDULE

CLASSIFICATION AND WAGE RATES

<u>Classification</u>	<u>2%</u> <u>Feb. 27/05</u>	<u>2.5%</u> <u>Feb 27/06</u>	<u>3%</u> <u>Feb 27/07</u>
Serviceman I	\$26.67	\$27.34	\$28.16
Welder I	\$24.60	\$25.22	\$25.98
Welder II	\$23.30	\$23.88	\$24.59
Serviceman II	\$21.83	\$22.38	\$23.05
Storekeeper	\$19.14	\$19.62	\$20.21
Serviceman III	\$17.93	\$18.38	\$18.93

*Premium when assigned task as leadhand \$.50 per hour

*Welder II rate to be paid to ticketed welder until CWB certified for Company's shop.

LETTER OF UNDERSTANDING NO. 1

BETWEEN: ALTEC INDUSTRIES LTD.
(Hereinafter referred to as "The Company")

AND: UNITED STEELWORKERS OF AMERICA
On Behalf of Local Union 2952
(Hereinafter referred to as "The Union")

RE: ARTICLE 1.02

It is understood and agreed between the parties that the Company's present utilization of excluded personnel is acceptable to the Union and does not constitute a violation of Article 1.02.

Dated this _____ day of _____, 2005.

ALTEC INDUSTRIES LTD.

**UNITED STEELWORKERS OF AMERICA,
(ON BEHALF OF LOCAL UNION 2952)**

