

COLLECTIVE AGREEMENT

between

WESTCAN ENGINEERING & MACHINE
(Division of Westcan Industries Ltd.)

BURNABY, B.C.

and

**INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS
VANCOUVER LODGE #692**

MAY 1, 2004 - APRIL 30, 2007

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COLLECTIVE AGREEMENT

BY AND BETWEEN:

WESTCAN ENGINEERING & MACHINE

(Division of Westcan Industries Ltd.)

(hereinafter referred to as the "Company")

OF THE FIRST PART

AND:

**INTERNATIONAL ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS, VANCOUVER LODGE #692**

(hereinafter referred to as the "Union")

OF THE SECOND PART

WITNESSETH:

That in consideration of the mutual covenants and agreements herein set forth, the Parties hereto and the affected employees are mutually agreed as follows:

GENERAL PURPOSE:

The purpose of this Agreement is 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, and to maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement, and generally to promote the mutual interests of the Company and its employees.

Therefore, the Union accepts responsibility to bind its International and District Officers and Local Representatives to the observance of each and all of the provisions and conditions of this Agreement.

ARTICLE 1 BARGAINING AGENCY

- 1.01** The Company recognizes the Union as the sole bargaining agency for its employees, as duly Certified under the Labour Relations Board of British Columbia, for the purpose of collective bargaining with respect to rates of pay, hours of employment, and all other working conditions.
- 1.02** The Representatives of the Union may have access to the Company's shops or yards by applying for permission through the office, provided that workmen are not caused to neglect their work.
- 1.03** 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 within thirty (30) calendar days of commencing employment and remain members during the life of this Agreement.
- 1.04** 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 by the Labour Relations Board of British Columbia shall pay to the Union, as a condition of employment, and not later than thirty (30) days after the commencement of his employment, dues and Initiation or Reinstatement fees by payroll deduction, as may from time to time be established by the Union for its Members, in accordance with its Constitution and/or Bylaws.
- 1.05** The term "employee" as used in and for the purpose of this Agreement shall include all persons employed in the Company's operations and as covered by the Provincial Government Certification and without restricting the generality of the foregoing shall not include foremen and those having authority to hire or discharge employees, office workers, supervisory officials, salesmen and watchmen.

Notwithstanding the provisions of Article 1, Section 4, 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 the Union, it shall be added 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.

- 1.06** All deductions as required under Article I, Sections 4 and 5 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 of the Union 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 medical coverage, Weekly Indemnity, Dental and Pension,

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 the coverage is required.

ARTICLE 2 UNION SECURITY

All new, substitute and/or casual employees, as a condition of employment shall sign a form authorizing the deduction of dues, or levies and initiation or reinstatement fees of the Union. These forms to be presented and completed by the employee on the date of hire.

ARTICLE 3 MANAGEMENT

- 3.01** The management and operation of the plants and the direction of the working forces are vested exclusively in the Company.
- 3.02** The Company has and shall retain the right to select its employees, to hire, discharge, classify, transfer, promote, demote or discipline them; subject to the Grievance and Seniority procedures enumerated in Articles 5, 6 and 7 of this Agreement.
- 3.03** In the case where an employee is laid off or discharged the Shop Steward shall be notified prior to any action being taken.
- 3.04** The right to hire employees is vested in the Company, provided in the case of new vacancies, the Union is notified in advance and may have the opportunity to provide the Company with suitable applicants.

ARTICLE 4 HOURS OF WORK AND OVERTIME

- 4.01** The starting and stopping time on standard shifts as well as the meal period shall be mutually arranged by the Company and the Union, it being understood that the meal period shall not be less than Thirty (30) minutes.
- 4.02** The standard work day shall consist of eight (8) hours, and the standard work week shall consist of forty (40) hours on the first shift, worked between the hours of 7:00 a.m. and 5:00 p.m.
- 4.03** If a second shift is employed, the hours of work shall be seven and one-half (7 1/2) hours per shift, for which eight and one-quarter (8 1/4) hours will be paid.
- 4.04** If a third shift is employed, the hours of work shall be seven (7) hours per shift for which eight and one-quarter (8 1/4) hours shall be paid.
- 4.05** Five (5) shifts, Monday to Friday inclusive or the accepted variations therefrom shall constitute a regular week's work on all shifts.
- 4.06** The Company will give employees forty-eight (48) hours notice of shift change except where time will not permit. Example: Company or customer break-downs and repairs, absences requiring the moving of employees to man a shift.

4.07 Time worked in excess of standard hours of work shall be considered as overtime and overtime rates of pay shall be paid as follows:

(a) All hours worked in excess of regular shift hours shall be paid at overtime rates as below:

- (i) On a scheduled workday, the first two (2) hours shall be paid at 1.5 times the hourly rate of pay; thereafter, shall be paid at two (2) times the hourly rate.
- (ii) On the Saturday, the first four (4) hours shall be paid at 1.5 times the hourly rate; thereafter shall be paid at two (2) times the hourly rate.
- (iii) Notwithstanding the above, all overtime hours in excess of six (6) hours per week shall be paid at two (2) times the hourly rate.

(b) Double time shall be paid for all work performed on a Statutory Holiday, plus any applicable holiday pay.

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

(c) The above eleven (11) Statutory Holidays are guaranteed irrespective of which day they fall on.

4.08 **Shift Break.** It is intended that every employee shall have a full eight (8) hour shift break between shifts. In the event that an employee is recalled to work before such shift break has elapsed, he shall be considered as still working on his previous shift and shall be paid the appropriate overtime rates for work performed after recall. No employee shall be permitted to resume work of his own accord until a full shift break has 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.

4.09 Employees called in before their regular starting time shall be paid at applicable overtime rates for time worked prior to their regular starting time.

4.10 (a) Subject to the exceptions set forth in this Section, any employee reporting for work on his regular shift shall receive a minimum of four (4) hours' pay at his regular wage rate.

(b) Any employee completing the first half of his regular shift, and who commences work on the second half of his regular shift, shall receive a minimum of eight (8) hours' pay at his regular wage rate.

PROVIDED THAT: if four or eight hours (a) or (b) preceding 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 an emergency such as fire, flood, power failure, etc., beyond the control of the Company or if:

- (a) He voluntarily quits or lays off; or is discharged for cause,
- (b) He was previously instructed not to report, and in any such event or circumstance he shall be paid for the actual time worked at regular wage rates.

4.11 Any employee called in to work on a Saturday, Sunday or Statutory Holiday shall be paid the applicable overtime rates required by this Agreement, with a minimum of four (4) hours.

4.12 All employees called into work after normal shift hours during the week shall be guaranteed three (3) hours pay at applicable overtime rates.

4.13 **Tuesday to Saturday Work Week** For those plants with equipment requirements for a maintenance crew on a Tuesday to Saturday basis, the following shall apply:

- (a) Five (5) consecutive eight-hour day shifts Tuesday to Saturday inclusive shall constitute the regular work week of this shift.
- (b) Sundays and Mondays shall be regular consecutive days off for this shift and any work performed on these days off shall be paid at the overtime rates and conditions as provided for in this Collective Agreement.
- (c) Maintenance employees on Tuesday to Saturday shift, shall not perform on production processes on Saturday.
- (d) The numbers of maintenance crew employed on Tuesday to Saturday work week shall be limited to meet the maintenance of equipment requirements of each Company.
- (e) Employees working the Tuesday to Saturday shift will be paid Five Percent (5%) per hour over their regular Classification rate for each hour worked on this shift.

ARTICLE 5 **WORKING CONDITIONS**

5.01 Employees shall take orders only from their respective Foremen, Chargehand or Leadhand or from the General Management when foremen are not immediately available.

5.02 Employees shall observe the rules of the Company and shall perform a fair day's work in the category in which the employee is engaged and shall be subject to discipline by the Management for failure to do so.

5.03 Employees will not absent themselves from work without advising the Management. Employees will not leave the plant during working hours without permission. Failure to obtain permission shall be cause for discipline.

5.04 Employees shall be allowed five (5) minutes for personal clean-up and stowage of tools prior to the end of each shift.

5.05 If an employee is required to work during his regular lunch break period, he will receive pay at the rate of double time and will be allowed reasonable time off to consume a meal with no loss of pay.

ARTICLE 6 GRIEVANCES AND COMPLAINTS

6.01 An honest effort to settle all grievances without stoppage of work shall be made in the following manner:

- (a) By the aggrieved Party with the Shop Steward and the Foreman.
- (b) Failing settlement within five (5) days, the employee and/or his representative shall endeavour to settle the matter with the Department Head.
- (c) Should no satisfactory settlement be reached within seven (7) days, the employee's representative will discuss the grievance with the Management.
- (d) When grievances cannot be finally adjusted by the Company and the Union representatives, the matter shall be submitted, within seven (7) days to an Arbitration Board of three (3) persons appointed as hereafter provided.

NOTE: All grievances and complaints not settled by the Foreman shall be reduced to writing by the employee(s) and filed with the Company through the Shop Steward or Shop Committee within ten (10) days of occurrence. Any grievance or complaint not so filed shall be deemed to have been waived and shall not be entitled to consideration.

ARTICLE 7 ARBITRATION

- (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 thereafter 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 Honourable, the Minister of Labour to appoint such third Member.

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 time may be extended by agreement of the Parties.

If the Arbitration Board finds that an employee has been unjustly suspended, discharged, or laid-off, 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, discharge or layoff had not taken place,

PROVIDED THAT if it is shown to the Board that the employee has been in receipt of wages during the period between discharge, suspension or lay-off and reinstatement, the amount so received shall be deducted from wages payable by the employer pursuant to this Clause.

AND PROVIDED THAT the Arbitration Board shall have authority to order the employer to pay less than the full amount of wages lost if, in the opinion of the Board, such lesser sum is fair and reasonable.

The Arbitration Board shall have the power to determine whether a particular issue is arbitrable under this Agreement.

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 Clause.

The expenses and remuneration of the Chairman shall be paid by the Parties in equal shares.

Without restricting the specific powers herein before mentioned, the Arbitration Board shall have all the general powers of an Arbitration Board.

ARTICLE 8 SENIORITY

- 8.01** Upon request the Company will every six (6) months provide the Union and the Shop Steward with an up-to-date list of all employees covered by this Agreement showing the date when each commenced his employment with the Company.
- 8.02** When a new employee is hired, it is agreed that he shall be on probation for three (3) months and during this period seniority will not be applicable. When the probationary period is completed, seniority will commence from the date of hiring, except as provided in the Apprenticeship Article of this Agreement. If requested by the Company a thirty (30) day extension may be granted.
- 8.03** An employee re-entering the employ of the Company after his right to recall has expired will not be subject to another probationary period.
- 8.04** In the event of layoffs, seniority shall be recognized. The principle of last man on, first man off, shall prevail, subject to job classification, ability and efficiency.

The parties agree that the application of seniority in instances of layoffs will be based on the concept that seniority, subject to qualifications described in this Section, will govern, if the senior employee to be retained can perform the work.

Where layoffs or rehiring are not in strict accordance with the seniority list, the Shop Steward and Business Representative of the Union shall meet with the Company to discuss any dispute under the provisions of the Grievance Procedure prescribed under the Collective Agreement.

- 8.05 Seniority Retention.** A laid-off employee shall maintain and accumulate his seniority and recall rights for three (3) months after which he will retain but not accumulate seniority for the following periods. The three-month accumulation will not bring an employee into a longer retention period.

Period of Seniority:

- | | |
|-----------------------------------|-----------------------|
| - Less than 12 months | - 6 months retention |
| - Over 12 and less than 48 months | - 12 months retention |
| - Over 48 months | - 24 months retention |

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.

- 8.06** When vacancies occur, the Company shall rehire laid-off employees according to their seniority and the principle of last man off, first man on shall prevail, subject to their classification, ability and efficiency. The Company shall make personal contact with laid-off employees and confirm by registered mail. It is the employee's responsibility to keep the employer advised of his current address and telephone number.

- 8.07** When new jobs are available, wherever possible, the Company will promote employees to a better-paying job; seniority, qualifications and ability to be considered.

- 8.08** Seniority will be maintained and accumulated during absence due to:

1. A compensable accident.
2. Serving in the non-permanent Armed Forces of Canada.
3. Temporary illness or non-occupational accident not exceeding twenty-six (26) weeks.

- 8.09** Seniority will be maintained, but not accumulated during absence due to:

1. Temporary illness or non-occupational accident exceeding twenty-six (26) weeks.
2. Authorized leave-of-absence.

3. Lay-off in excess of three (3) months (cumulative in a vacation year).

8.10 Seniority will be broken by:

- I. Voluntary quitting of job.
2. Exceeding authorized leave-of-absence, unless for legitimate cause.
3. Failure to report back to work within three (3) days after notification to return to work unless failure proved to be unavoidable.

It being understood that the work recalled for is of three (3) weeks' duration.

4. Discharge and not reinstated under the terms of this Agreement.
5. Lay-off exceeding the employee's seniority retention period.

ARTICLE 9 LEAVE OF ABSENCE

9.01 The Company agrees to grant leave-of-absence with pay to employees who are designated by the Directing Business Representative of the Union to represent the employees in conference with Management of the Company during working hours. This will apply to contract negotiations and grievances. It is understood that during contract negotiations, only one (1) employee, who shall be selected by the Union, will be granted leave-of-absence with pay.

9.02 Any employee who is required to attend a Union Convention or perform any other function on behalf of this Union necessitating a leave-of-absence other than as set forth in Article 9, Section 1 of this Agreement, shall upon application be granted a leave-of-absence by the Company without loss of seniority. It is also agreed that only one (1) employee be absent at one time to attend such Union functions, and shall receive no wages from the Company.

ARTICLE 10 VACATIONS

10.01 Employees covered by this Agreement shall receive paid vacations on the following basis:

- (a) Employees who have completed six (6) months of service with the Company will receive one (1) week vacation with pay at four (4%) percent of gross earnings.
- (b) Employees who have completed more than six (6) months but less than three (3) years (i.e. 2 years and 364 days) service with the Company in each year of this Agreement shall receive vacations with pay in accordance with the Annual Holidays With Pay Act of the Province of British Columbia.
- (c) Employees who have completed three (3) years but less than eight (8) years (i.e. 7 years and 364 days) service with the Company in each year of this Agreement shall

receive three (3) weeks vacation with pay. The payment for said vacation to be on the following basis: Four (4%) percent of gross earnings for two (2) weeks vacation as per sub-section (a) of this Article; the third week's vacation to be paid on the basis of one week's pay at the employees current wage rate.

- (d) Employees who have completed eight (8) years but less than sixteen (16) years (i.e. 15 years and 364 days) service with the Company in each year of this Agreement shall receive four (4) weeks vacation with pay. The payment for said vacation to be on the following basis: Four (4%) percent of gross earnings for two (2) weeks vacation; as per sub-section (a) of this Article; the third and fourth weeks' vacation with two weeks' pay at the employees current wage rate.
- (e) Employees who have completed sixteen (16) years but less than twenty-four (24) years (i.e. 23 years and 364 days) service with the Company in each year of this Agreement shall receive five (5) weeks vacation with pay. The payment for said vacation to be on the following basis: Four (4%) percent of gross earnings for two (2) weeks vacation as per sub-section (a) of this Article; the third, fourth and fifth weeks' vacation to be paid on the basis of three (3) weeks' vacation with three (3) weeks' pay at the employee's current wage rate.
- (f) Employees who have completed twenty-four (24) years or more of service with the Company in each year of this Agreement shall receive six (6) weeks vacation with pay. The payment for said vacation to be on the following basis: Four (4%) percent of gross earnings for two (2) weeks vacation as per sub-section (a) of this Article; the third, fourth, fifth and sixth weeks' vacation to be paid on the basis of four (4) weeks vacation with four (4) weeks pay at the employee's current wage rate.
- (g) Further to the above guaranteed vacations the employees shall be notified of how much money they have accrued for vacation pay and shall by mutual consent with the Company apply for more vacation time.

10.02 The vacation allowance may be drawn on the working day preceding the vacation and the amount of vacation payment will relate directly to the portion of the vacation time entitlement which is being taken at that particular time.

10.03 Two (2) weeks vacation will, as far as practicable, be granted during the period 15th June to 15th September to conform with the wish of the employee concerned with the convenience of the employer having regard to the necessity of maintaining production.

10.04 In the event of termination of service with the Company after he had his vacation he earned for the previous year, he shall receive the appropriate percentage for his pay for the year in which he ends his employment and for which no vacation has been paid.

10.05 An employee's scheduled vacation period shall not be changed by the Company within the one-month period immediately preceding the start of the vacation period without consent of the employee concerned.

10.06 Each employee shall be required to take the full annual vacation period that he is entitled to

under the provisions of this Agreement in the current year.

10.07 The Company will pay vacation pay and will provide the employee with an itemized statement.

ARTICLE 11 STATUTORY HOLIDAYS

11.01 All employees covered by this Agreement shall receive eight (8) hours pay at their regular straight time rates for each of the following statutory holidays in addition to any wages which they may be in receipt of as enumerated in Article 4 of this Agreement. Any other statutory or general holiday declared, proclaimed or celebrated by the federal or provincial government shall be paid for on the same basis:

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

11.02 The day observed or celebrated by the Nation or province shall be considered the holiday, with the provision that general holidays falling on Saturday will be celebrated on Friday; falling on Sunday will be celebrated on the immediately following Monday.

In cases where general holidays fall on a Friday and Saturday, the general holiday falling on Friday will be celebrated on Friday; the general holiday falling on Saturday will be celebrated on the immediately following Monday.

11.03 In all cases, the day observed by the Nation or the province shall be considered the holiday,

PROVIDED THAT:

- I. The employee has been in the employ of the Company for Thirty (30) calendar days'
2. Worked any part of the regularly-scheduled work day prior to and the first regularly-scheduled work day following the holiday.
Exceptions to the foregoing shall be made in cases where the following conditions prevail:
 - (i) The employee is off work due to industrial accident or disease for a period not in excess of two (2) calendar months.
 - (ii) The employee is prevented from working due to a bona fide illness for a period not in excess of two (2) calendar months. A Doctor's Certificate shall be submitted as proof.
 - (iii) Temporary lay-off not exceeding two (2) weeks and/or termination of services within two (2) weeks of any designated Holiday.

- (iv) Where leave-of-absence has been approved and the employee has worked some time during the two (2) calendar weeks preceding the week in which the holiday occurs.

ARTICLE 12 WAGES

Wages and Classifications shall be those agreed upon and set out in Appendices attached hereto and forming part of this Agreement.

ARTICLE 13 GENERAL PROVISIONS

13.01 Men who are required to work overtime in excess of two (2) hours will be provided with a meal paid for by the Company. The Company will contribute Ten (\$10.00) dollars towards the cost of the meal, providing he is returning to work. This provision shall apply every four (4) hours thereafter.

13.02 Employees shall be granted two (2) ten (10) minute coffee breaks during the course of each shift.

13.03 **First Aid:** Any employee suffering injury while in the employ of the Company must report immediately to the First Aid Department or as soon thereafter as possible, and also report to this Department on returning to work.

A copy of the employee's accident report will be supplied to him on request.

If the injured employee is unable to work the balance of the shift, the Company will pay his normal daily earnings for the day of the injury.

13.04 Free transportation to the nearest doctor or hospital will be arranged by the Company.

13.05 A buzzer or other device to summons a First Aid Attendant will be provided in Companies where it is required to have First Aid Services.

13.06 Any employee being discharged for disobeying the rules of the Company will only be paid up to the time of discharge. Company rules shall be posted in a conspicuous place within the Plant.

13.07 No employee will be paid off until he returns any Company-owned tools or equipment which have been issued to him.

13.08 A Notice Board will be provided for the posting of all official Union notices exclusively, and not to be used for disseminating political propaganda. All notices shall be submitted to a Company official for approval before posting.

13.09 When an employee is required to work at points which require him to be absent from his

home, he shall receive up to eight (8) hours pay in each twenty-four (24) hours of travelling time, full fare economy, accommodation and board.

- 13.10** Adequate washroom and locker facilities will be provided by the Company and kept in a sanitary condition. Employees will cooperate by observing the simple rules of cleanliness.
- 13.11** The Company will supply suitable accommodations where employees may have their lunch.
- 13.12** Pay days will be every second Friday, and wages will be paid by electronic deposit. A receipt of the pay shall be given to each employee.
- 13.13** The employees employed in this plant will elect one (1) Union Member from each shift and each separate shop, who will be known as Shop Stewards or Shop Committee and in no case shall this Committee be comprised of more than three (3) employees. The Union agrees to officially notify Management of the employees elected as Shop Stewards and will also notify them promptly when there is any change in representation.
- 13.14** No Shop Steward, Committee or employee shall be discriminated against or jeopardized in seniority standing or suffer any loss of employment on account of membership or activity in the Union, provided that such activity is not allowed to interfere with the work and production of the Company.
- 13.15** **Travel Time.** When an employee is required to work off Company premises, he shall receive travelling time on the following basis:
- (a) Travel time during the employee's regular shift hours Monday to Friday inclusive, will be paid for at straight time.
 - (b) Travel time outside the employee's regular shift hours shall be paid at time and one-half (1 1/2).
 - (c) All travel time for Saturday and Sunday and any holiday will be paid for at time and one-half (1 1/2).

The employee will also be provided with full fare economy, accommodation and board at no cost to the employee.

- (d) Use of Employee Cars: Employee vehicles can be used on Company business only if authorized by the Company. When an employee vehicle is used on Company business the employee will be reimbursed on the basis of twenty-two (\$.22) cents per Kilometre with a minimum of sixteen (16) Kilometres payment. It will not be a violation of this Agreement for an employee to refuse to use his motor vehicle on Company business. An employee will arrange with the Company for adequate insurance coverage before using his motor vehicle on Company business.

13.16 **Starting and Completion of Shifts.**

- (a) The Company premises shall be the place the employee normally reports to and

completes his shift. Travel to and from work assignments shall normally commence from these premises.

- (b) However, in the event that the employee goes directly from his place of residence to and from a job off Company premises, he will receive normal travel time allowance as contained in this Agreement, the same as if he came from the shop.

13.17 Jury Duty If an employee is called or selected for Jury Duty and/or called as a subpoenaed witness for the Company, the Company shall make up the difference of the employee's regular pay and the amount received for such Jury Duty, and if called as a witness, as described above, the employee shall receive his regular pay while absent from work. If an employee is called for Jury Duty but not selected he will return to work within a reasonable length of time.

13.18 Gloves. The Company will supply Welders' Gloves to those employees working in this Classification at no cost to the employee. Welders' Gloves will be replaced on acceptable verification of loss or damage. Suitable gloves will be supplied to designated Clean-up men.

Safety Shoes The Company will reimburse each employee having completed six (6) months service an amount up to One Hundred (\$100.00) dollars annually for the purchase of W.C.B. approved safety footwear. The employee will be required to submit a receipt or proof of purchase.

Note: Re: Welders: The Company will supply material and make welding machines available prior to testing for tickets.

13.19 When the Company finds it necessary to lay off a Shop Steward, the Business Representative of the Union shall be notified prior to such layoff or discharge.

13.20 Safety A Safety Committee will be formed to meet with Management and discuss unsafe working conditions for improvement of plant efficiency. There shall be a safety committee meeting once in each month.

Employees working alone. No employee covered by this Agreement shall be required to operate a machine while alone on any shift or any overtime work.

13.21 All employees required to wear coveralls or smocks shall have these supplied and cleaned by the Company. Employees are expected to take reasonable care of clothing supplied.

13.22 Tools: The Company will replace or repair employees personal tools listed by the employee (if such tool list is required), in cases where it can be verified that the tools were lost, damaged or stolen other than by employee negligence during, or in connection with the employee's employment duties.

The Company shall also use its purchasing power for the employees benefit on tool purchases.

13.23 Bereavement Pay On the death of a father, mother, spouse, common law spouse, brother, sister, child, mother-in-law, or father-in-law, grandparents and spouse's grandparents, the employee so affected, providing he attends the funeral, shall be granted three (3) days leave-of-absence with pay, provided they are working days; the days to include the day of the funeral and two (2) days immediately preceding the day of the funeral. One days pay shall be paid if the employee does not attend the funeral. The Company may require the employee to substantiate the death in the family.

13.24 Moonlighting The Company and the Union agree in principle to eliminate the practice commonly known as "moonlighting". The term "moonlighting" shall refer to an employee who regularly makes a practice of working for two (2) or more employers and for the purpose of this Agreement, the term "moonlighting" shall also refer to employees who take employment of any sort during their annual vacation.

- (a) When this practice affects the Company's business or the employee's ability to perform his job, it shall be cause for reprimand or dismissal.
- (b) When this practice affects the Union, the Company agrees to cooperate with the Union in reprimand and/or dismissal.

13.25 Lead Hands Who are required to perform the work of a Charge Hand shall be paid the Charge Hand rate for all such work performed.

13.26 Work Retention and Sub-Contracting. Where the Company's facilities, space and trained personnel are available, the Company shall have all work performed by employees in the Bargaining Unit.

Where work must be performed by others, the Company shall have its sub-contract work performed by:

- (a) A Union Shop signatory to International Association of Machinists and Aerospace Workers, Vancouver Lodge #692 Collective Agreement or:
- (b) If a Machinists Lodge 692 shop cannot perform the work, then in a Union shop mutually agreed to between the International Association of Machinists and Aerospace Workers, Vancouver Lodge 692 and the Company.

13.27 Technological Change. In the event that the Company proposes the introduction of new equipment in its' operation requiring specialized training, the Company shall notify the Union in writing one (1) month in advance and post such notice on the Bulletin Board.

The Company shall give employees, at the time of installation, in order of seniority (with a minimum of three years of seniority) in the affected classification the opportunity to operate and/or train to operate the equipment provided such employees have the basic qualifications and ability to fill the position.

In the event of termination of seniority as a result of technological change, the affected employee shall be eligible for severance pay of one (1) week's pay for each year of

Coverage: 100% of Basic Dental
 50% of Prosthetic Appliances,
 (Crowns & Bridges)

All new hires shall be put on the Dental Plan after being employed by the Company for a period of three (3) months.

The exception to this is: If a new hire comes from an employer who has provided Dental Coverage, the new hire shall be put on the Dental Plan in thirty (30) days.

Coverage is \$2,000.00 annually for employee and covered dependants.

- The Company shall pay 100% of the Premium.
- Participation: A condition of employment.

ARTICLE 17 PREMIUMS

If a covered employee is off work due to injury or illness, the Company will, for three (3) months pay the premiums for the employee's Medical, Extended Health Benefits, Insurance and Dental Plans.

If the employee wishes to be covered for an additional three (3) months, he may do so by paying 100% of the Premiums through the Company office.

Upon request, a copy of all benefit plan documents shall be provided to the Union, related to benefits provided under Articles 14, 15, and 16 of this agreement.

ARTICLE 18 SAFETY GLASSES

Each employee required to wear prescription safety glasses shall be reimbursed by the Company for the cost of lenses damaged during work up to a maximum of Eighty (\$80.00) dollars per year.

ARTICLE 19 APPRENTICES

19.01 Apprentices on completion of their probationary period of Ninety (90) days, shall form part of this Bargaining Unit and shall be required to become and remain Members of the Union while covered under this Collective Agreement.

19.02 Apprentices shall be entitled to all conditions of the Collective Agreement with the exception that for the purposes of Classifications of Seniority:

Apprentices will be granted seniority on the basis of one-half the required term of Apprenticeship.

- 19.03 Apprentice wage rates shall be as set out in the Wage Appendix.
- 19.04 When Apprentices attend authorized training classes in their trade during normal working hours, the Company agrees to support their application to get any government subsidy to which they are entitled.
- 19.05 Apprentices shall not be required to work alone in the Field until completion of the Third (3) year of apprenticeship.
- 19.06 Apprentices can be required to take orders from the Journeyman with whom they are working as well as the regular Company Supervisor.
- 19.07 An Apprentice having served his required time at the trade, and having passed the necessary examinations, will automatically be classified as a Journeyman and paid rates and conditions as enumerated in this Agreement for the Journeyman Classification.

ARTICLE 20 SAVINGS CLAUSES

- 20.01 No provision of this Agreement shall be used to remove working conditions or reduce wages presently in force.
- 20.02 **Article Headings Clause**. The Article Headings of this Collective Agreement shall be used for the purpose of reference only, and shall not be used as an aid in the interpretation of this Agreement.
- 20.03 The Company reserves the right to pay higher wages than the minimum provided herein. However, where off-schedule rates are applied it shall be at the discretion of the Company to maintain or cancel as circumstances warrant.
- 20.04 The Company will recognize tradesmen hired with the British Columbia Tradesman Qualification Tickets and/or Provincial Tickets, as Journeyman Tradesmen and these Tradesmen shall start at the Journeyman's rate as listed in the Collective Agreement.
- 20.05 It shall not be a violation of this Collective Agreement if Members of this Union respect and/or honour a legal picket line.
- 20.06 Should any part hereof or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted Legislation, or by any decree of a court 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 DURATION OF AGREEMENT

- A. This Agreement shall be in full force and effect from and including May 1, 2004 to and including April 30, 2007 subject to the right of either party to this Collective Agreement

within four (4) months immediately preceding the date of April 30, 2007 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 this Collective Agreement or a new Collective Agreement.

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 and such strike or lockout takes place and/or either party gives notice of termination, or the parties shall conclude a renewal or revision of the Collective Agreement or a new Collective Agreement.

B. During the life of this Agreement, or while negotiations for a further Agreement are in progress, there shall be no strikes or stoppage of work on the part of the members of the Union, or any lockout of employees on the part of the Company.

C. By agreement of the Parties hereto, the provisions of Section 50 (2) and (3) of the Labour Relations Code of British Columbia are specifically excluded.

DATED AT BURNABY, B.C. THIS _____ DAY OF _____ 20_____.

INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE
WORKERS VANCOUVER LODGE 692

WESTCAN ENGINEERING &
MACHINE
(Division of Westcan Industries Ltd.)

Business Representative

APPENDIX "A"**INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS**
VANCOUVER LODGE #692

	<u>Nov 1/2004</u>	<u>MAY 1/2005</u>	<u>MAY 1/2006</u>
JOURNEYMAN MACHINIST	\$ 28.33	\$ 28.90	\$ 29.48
JOURNEYMAN FITTER	\$ 28.33	\$ 28.90	\$ 29.48
JOURNEYMAN WELDER	\$ 28.33	\$ 28.90	\$ 29.48
JOURNEYMAN MECHANIC	\$ 28.33	\$ 28.90	\$ 29.48
PROBATIONARY JOURNEYMAN (1 - 3 Months)	\$ 25.42	\$ 25.93	\$ 26.45
PRODUCTION MACHINIST	\$ 25.25	\$ 25.75	\$ 26.27
PRODUCTION FITTER	\$ 25.25	\$ 25.75	\$ 26.27

PROBATIONARY PRODUCTION	\$ 22.25	\$ 22.75	\$ 23.27
SPECIALIST	\$ 23.50	\$ 23.97	\$ 24.45
PROBATIONARY SPECIALIST	\$ 20.50	\$ 20.97	\$ 21.45
SHIPPER/RECEIVER	\$ 15.00	\$ 15.30	\$ 15.60
HELPER	\$ 16.41	\$ 16.74	\$ 17.08
LABOURER (General Plant Cleanup)	\$ 13.13	\$ 13.39	\$ 13.66
STUDENT	\$ 11.11	\$ 11.33	\$ 11.56
<u>CHARGE HAND</u>	7% above regular rate		
<u>LEAD HAND</u>	4% above regular rate		

Present employees when working in these Classifications will maintain their present wage rates and will receive the increases applying to those Rates.

A Specialist may challenge the TQ and will be paid as a Journeyman upon successful completion of TQ examinations.

FIRST AID PREMIUM

When a member of the Bargaining Unit is designated by the Company as First Aid Attendant, the Company shall pay for tuition fees and the cost of maintaining the required ticket.

The Company shall pay the following premiums to designated First Aid Attendants:

"A" Ticket	Eighty	(\$.80) cents per hour
"B" Ticket	Sixty-five	(\$.65) cents per hour
"C" Ticket	Forty-five	(\$.45) cents per hour

APPENDIX "B"

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS

VANCOUVER LODGE #692

APPRENTICES

Start	60% of Journeyperson Rate
12 to 24 months	65% of Journeyperson Rate
24 to 36 months	75% of Journeyperson Rate
36 to 48 months	85% of Journeyperson Rate
Thereafter	Journeyperson Rate

APPENDIX "C"

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS
VANCOUVER LODGE #692

CLASSIFICATION DEFINITIONS:

For the purpose of this Agreement the various Classifications are defined as follows:

1. **A CHARGE HAND** is an employee who is assigned to instruct others in the performance of their work and may be held responsible for the quality and quantity of the work.
2. **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.
3. **A JOURNEYMAN** must possess the ability and qualifications to carry out any work in this trade as required by the Company with the aid of issued drawings or relevant information.

The Classification of Journeyman-Tradesman shall apply to those employees who are or become certified in their trade, plus those employees who are, in the opinion of the Company, proficient to perform the required work in the trade.

Employees who are not classified as Journeyman-Tradesman and who claim they are

proficient to perform the work required in the trade may ask and be given a test as arranged in conjunction with the Union, Companies and the Ministry of Labour, PROVIDED they can fulfil the requirements of the International Association of Machinists and Aerospace Workers Constitution and the Bylaws of Vancouver Lodge #692.

4. **A PROBATIONARY JOURNEYMAN** is one whose ability and qualifications to carry out any work in his trade are unknown to the employer at the time of employment. Three (3) months probationary period will allow him to train up to Journeyman standards, during which time he will become a Journeyman, re-classified or terminated.
5. **PRODUCTION MACHINIST** A person must possess the skills and aptitude to operate and run production machinery without supervision once the production machine has been programmed.
6. **PRODUCTION FITTER** A person must possess the skills and aptitude to perform requirements of production fitting that meets the tasks of the position. An example is the assembly of impellers to shafts.
7. **A SPECIALIST** is an employee who is employed in some branch or subdivision of the Machinist Trade; or an employee who performs some particular line of work commonly recognized as work connected with the Machinist Trade or the Metal Industry; e.g. repetitious work on turret lathes, drill presses, cut-off saws, or other similar machines.
8. **A HELPER** is an employee working in the Machine or Metal Industry in any of its branches or subdivisions and assigned to assist a Journeyman in the Machinist Trade in the performance of his duties.
9. **STUDENTS** Students may be employed in the shops during the summer vacation period and will be limited to two (2) students for each shop where practical.

Their duties shall be general clean-up, painting, housekeeping and general duties assigned excluding work that qualified in the above stated categories.

They shall not displace any Member of the Bargaining Unit nor shall they be employed when any Member of the Bargaining Unit is on lay-off. They shall as a condition of employment pay Union dues while so employed.
10. **LABOURER** Labourers are employees hired for general plant cleanup and will not be employed to displace Helpers.
11. **PROBATIONARY PRODUCTION FITTER** is one whose ability to perform the required work is unknown to the employer at the time of employment. Maximum three (3) months probationary period will allow him to train up to acceptable standards, following which he will be reclassified as a Production Fitter, reclassified, or terminated.
12. **PROBATIONARY PRODUCTION MACHINIST** is one whose ability to perform the required

work is unknown to the employer at the time of employment. Maximum three (3) months probationary period will allow him to train up to acceptable standards, following which he will be reclassified as a Production Machinists, reclassified, or terminated.

13. **PROBATIONARY SPECIALIST** is one whose ability to perform the required work is unknown to the employer at the time of employment. Maximum three (3) months probationary period will allow him to train up to acceptable standards, following which he will be reclassified as a Specialist, reclassified, or terminated.

OVERTIME BANKING

1. There will be a committee set up comprised of Shop Steward, or Stewards, and member or members from management. The purpose of this committee will be to monitor problems that may arise concerning the overtime bank system, as this programme is outside the normal grievance procedure.
2. The main purpose of the Overtime Banking is to curtail layoffs as much as possible.
3. Overtime hours may either be paid for in wages or accumulated. The decision to bank overtime hours or have them paid in wages should be indicated to the supervisor before overtime is worked.
4. A maximum of 40 hours can be accumulated. The hour amounts in an employee's overtime bank shall be scheduled as time off when mutually agreed.
5. Banked holidays cannot be taken in the prime holiday period or added to vacations taken in the prime holiday period unless previously agreed to.
6. All overtime shall be shared as equally as possible in order to give all employees a chance to accumulate hours.
7. When an employee desires extended time off, one weeks notice should be given if possible.
8. Working for a second employer at any time during banked time off shall be construed as moonlighting and will be subject to disciplinary action.
9. When all or any portion of banked overtime hours are used, the employee can start banking again to accumulation of 40 hours.

10. When an employee chooses to bank overtime, the employee shall take this as banked time and shall not cash it in without Company permission.

JOB POSTINGS

The Company shall post jobs for employees to have a chance for advancement in the Company. When circumstances prevent job posting, the Company shall inform the Shop Steward as to why the posting has not been done.

