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**2010 - 2012  
AGREEMENT**

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**BETWEEN:**

**INTERNATIONAL BROTHERHOOD OF BOILERMAKERS  
IRON SHIP BUILDERS, BLACKSMITHS, FORGERS  
AND HELPERS, LODGE 359**

**AND:**

**BM&M SCREENING SOLUTIONS**

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**THIS 2010 - 2012 AGREEMENT MADE AND ENTERED INTO BY AND BETWEEN:**

BM&M Screening Solutions  
5465 Production Blvd  
Surrey BC V4N 4E7

**(Hereinafter referred to as the "Company")**

**AND:**

INTERNATIONALBROTHERHOODOF BOILERMAKERS, IRON SHIP BUILDERS,  
BLACKSMITHS, FORGERS AND HELPERS, LODGE 359

**(Hereinafter referred to as the "Union")**

This Agreement, governing wages and working conditions in the Company's fabricating shop, shall govern relations between the Company and the Union.

**ARTICLE 1:00 RECOGNITION, SCOPE AND PURPOSE OF AGREEMENT**

- 1:01** The Company recognizes the Union as the sole bargaining agent for all its employees, as duly certified under the Labour Relations Code of B.C.
- 1:02** The Union agrees to co-operate with and assist in every legitimate way, the Company to conduct a successful business, bearing in mind that both parties must give service to the public.
- 1:03** The purpose of this Agreement is to stabilize the industry, and to promote peace and harmony between the Company and the Union, and to facilitate the peaceful adjustment of all disputes and grievance, to prevent strikes and lockouts, waste expense, and avoidable and unnecessary delays.

**ARTICLE 2:00 MANAGEMENT**

The union recognizes and agrees that:

- 2:01** The management and operation of the plant and the direction of the working forces are vested exclusively in the Company.
- 2:02** It is the exclusive function of the Company to hire, promote, demote, transfer, discipline, or discharge for cause, employees in the bargaining unit, subject to the provisions of this Agreement.
- 2:03** The Company has the right to make and alter from time to time rules and regulations to be observed by the employees, provided they are not inconsistent with this Agreement.
- 2:04** Nothing in this Article shall be interpreted to prejudice other unspecified traditional rights of the Company.

## **ARTICLE 3:00 ACCESS BY UNION**

**3:01** Authorized Agents of the Union shall have access to the employer's establishment during working hours for the purpose of adjusting disputes, investigating work conditions, and ascertaining that the Agreement is being adhered to in the operation. Management to be notified before entering shop or plant.

## **ARTICLE 4:00 UNION RIGHTS**

- 4:01** The Company agrees as a condition of employment that all employees covered by this Agreement shall be or become members of the Union within thirty (30) days after employment. All employees who become members of the Union shall remain members of the union during the term of this Agreement.
- 4:02** The Company will deduct from each employee, in accordance with "Section 16 of the Labour Relations Code of British Columbia" the amount of dues or levies, as may be authorized by the employee. Such dues shall be deducted from the first pay period of each month and forwarded to the Secretary-Treasurer of the local lodge of the Union as designated by it with its Constitutional Provisions.
- 4:03** In the event that new or substitute employees are required; the Union shall be given first opportunity to supply the required employees. If the Union is unable to supply the required employees within forty-eight (48) hours, the Company may obtain same elsewhere. The Company reserves the right to utilize interviews, reference checks and pre-employment testing to determine the suitability of individuals for employment. The Union reserves the right through the Shop Steward to view said test procedures.
- 4:04** 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. Such signing shall be carried out at the Union office or by the Shop steward prior to the commencement of employment.
- 4:05** All new employees who work five (5) days or more shall, as a condition of continued employment, pay dues for that month. Such dues shall be deducted from the new employees' first pay period and forwarded with the next regular dues remittance to the Union.
- 4:06** Upon completion of thirty (30) days employment, the employer shall deduct from the new employee the remaining levies, and initiation or reinstatement fees of the Union.
- 4:07** All deductions are required under this Article 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-Treasurer of the Union once each 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.

## **ARTICLE 5:00 HOURS OF WORK**

**5:01** Eight (8) hours shall constitute a day's work from 7:00AM to 3:30PM on regular shift. As mutually agreed a half hour lunch break shall be forgone for (2) fifteen minute lunch breaks per shift for a revised schedule of:

Dayshift work hours from 7:00AM to 3:00PM with two fifteen minute breaks at 10:00AM and 12:30PM.

**5:02** Afternoon shift work hours from 3:00PM to 12:00AM with two fifteen minute breaks at 6:00PM and 9:00PM plus a bonus of 3% per hour earned.

**5:03** (a) When three shifts are employed the third shift shall immediately follow the second shift and shall be paid seven and one-half (7 1/2) hours' pay for six and one-half (6 1/2) hours work plus a bonus of 4% per hour earned.

(b) Afternoon and night shift to receive 40 Pension hours Contributions per week if the employee works the full week. If an employee works less than a full week, a percentage formula is to be used on hours worked.

**5:04** For the purpose of defining the workweek, it shall be from 7:00 a.m. Monday to 7:00 a.m. Saturday.

**5:05** The starting time and lunch period may be changed by mutual consent. If an employee is required to work through his/her regular lunch period the said employee shall be paid overtime rate during this time or receive one half hour at a later time in which to eat lunch.

**5:06** (a) When an employee is required to change to the second or third shift it shall be for a maximum of four (4) weeks. Unless the job requires the specialized skills of an employee, then the change shall be for the duration of that job.

(b) When there is a requirement to hire additional employees for the afternoon shift it is understood that these employees hired for the shift shall remain in that shift and are not subject to the four week maximum set forth in 5:06(a) of this Agreement.

(c) Senior employees shall have the right to move from shift to shift as openings arise.

**5:07** Additional Shifts. If an employee is moved more often than from one shift to another shift and back to his original shift in one calendar week, he will be paid double rate for the balance of that week.

## **ARTICLE 6:00 OVERTIME**

**6:01** (a) Time worked in excess of standard hours of work as herein specified shall be paid at overtime rates and all overtime shall be paid at two times their regular rate.

(b) All employees shall be paid two times their regular rate for any hours worked on Saturday and Sunday.

- 6:02 An employee shall have eight (8) hours rest between shifts. In the event that an employee is recalled to work before eight (8) full hours elapse, he shall be paid the appropriate overtime rates for work performed after recall.
- 6:03 Employees called to work on Saturday, Sunday or a Recognized Holiday shall receive a minimum of four (4) hours pay at the prevailing overtime rate.
- 6:04 Overtime shall be distributed equally among the employees in that particular job classification who have signified voluntarily that they wish to work overtime. In the event t that no employees signify their willingness to work overtime, and provided that the shop steward has been notified at least two (2) hours in advance of the manpower requirements, the junior employee in a classification may be required to work the overtime.
- 6:05 **Banked Overtime**  
Employees will have the option of banking overtime. For every one (1) hour of overtime worked, employees get two (2) hours off with pay. Time off to be agreed to by the Company, but must be taken within the calendar year during which it is banked. Individual employees must declare their intentions for banked overtime by January 1st of each year, and such intention is irrevocable. A maximum of eighty (80) hours can be banked in each calendar year. Any banked time not taken by December 31st, shall be paid out at the rate it was earned.
- 6:06 The Company shall endeavour to keep overtime to a minimum.

**ARTICLE 7:00 RECOGNIZED HOLIDAYS**

- 7:01 The employer agrees to provide all employees with the following recognized holidays, without loss of pay providing he works the day previous and the day following such holiday, unless permission to be off has been granted by the Company.
 

New Year's Day	* Friday preceding
Good Friday	Labour Day
Commonwealth Day	Labour Day
Dominion Day	Thanksgiving Day
* Friday preceding	Remembrance Day
B.C. Day	BC Day
Christmas Day	Boxing Day

And any day or days so declared by the Federal or Provincial Governments.

\* Friday preceding B.C. Day (Tuesday following B.C. Day) this Holiday shall be split so that the Company can assign some employees to work on the Friday and observe the holiday the following Tuesday.

\* Friday preceding Labour Day (Tuesday following Labour Day) this Holiday shall be split so that the Company can assign some employees to work on the Friday and observe the Holiday the following Tuesday. Any disputes arising over who works which day will be resolved on the basis of seniority.

- 7:02 Employees required to work on these holidays shall receive double their regular rate of pay plus one day's pay for the holiday.

- 7:03** In the event that a recognized holiday falls on a Saturday and/or Sunday the said holiday shall be observed on the following Monday.
- 7:04** When the 25th or 26th of December fall on a Saturday and/or Sunday compensating normal week days will be observed immediately following the said holidays.
- 7:05** The period of time recognized as a holiday is the twenty-four (24) hour beginning at 8:00 a.m. on the day recognized as the holiday.
- 7:06** All new employees must have worked thirty (30) calendar days with the Company prior to being eligible for a recognized holiday.
- 7:07** Employees who are laid off within fourteen (14) days of a recognized holiday shall be entitled to said holiday benefit.

## **ARTICLE 8:00 VACATIONS**

- 8:01** 2 weeks after 1 year of service at 4% of gross earnings.
- 3 weeks after 2 years of service at 6% of gross earnings.
- 4 weeks after 7 years of service at 8% of gross earnings.
- 5 weeks after 14 years of service at 10% of gross earnings.
- 6 weeks after 20 years of service at 12% of gross earnings.
- Regular holiday pay, plus overtime, holiday pay, to be paid to employee two (2) days before commencement of vacation.
- 8:02** **Vacation Eligibility**  
For the purpose of determining a calendar year's employment to qualify an employee for vacations the parties agree that when an employee has worked a minimum of Fifteen Hundred (1500) hours in an employee's calendar year, running from anniversary date to anniversary date, he shall be eligible for vacations as above set forth.
- 8:03** It shall be a violation of this Agreement for any employee to forego his vacation or work for wages during the Vacation period.
- 8:04** The entitlements of an employee under this Article shall at no time be less beneficial than those he would be entitled to under the provisions of any Government legislation or any orders or regulations made there under.
- 8:05** When a recognized holiday falls within an employee's scheduled vacation, he shall receive the pay of a normal shift for the holiday in additions to his vacation pay, or a day off with pay in conjunction with his vacation.

## **ARTICLE 9:00 LEAVE-OF-ABSENCE**

- 9:01** The Company agrees to grant leave-of-absence with pay to employees who are designated by the Business Manager 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 employee, who shall be selected by the Union, will be granted leave-of-absence with pay.
- 9:02** An employee shall be granted leave of absence as requested by the employee at a time and duration mutually agreeable between the company and the employee. This provision will not include other employment unless the company agrees. Employees requesting time off for personal reasons must give advance notice in writing. If ample notice is not given or time and length of the absence is unreasonable or unacceptable to the Company, permission may be denied.
- 9:03** An employee who is required to attend a Union Convention or perform any other function on behalf of the Union, necessitating a leave-of-absence shall, upon application, be granted leave-of-absence by the Company without loss of seniority. It is also agreed that only two employees be absent at one time to attend such Union function.
- 9:04** Jury Duty Pay: If an employee is selected for jury duty, the Company shall grant the employee leave-of-absence with pay, which shall be the difference between his regular pay and monies received for Jury Duty for any employee who has six (6) months or more continuous service.
- 9:05** Bereavement Pay: On the death of a father, mother, wife, brother, sister, child, mother-in-law, father-in-law, grandparents and grandchildren of an employee, the employee so affected shall be granted three (3) days leave-of-absence with pay, provided they are working days.

## **ARTICLE 10:00 WAGES**

- 10:01** Classifications and Wages shall be those agreed upon and set out in Appendices A and B attached hereto and forming part of this Agreement.
- 10:02** Pay Day. The Company shall every second Thursday, pay to each employee all wages earned by the employee to a day not more than five (5) working days prior to the date of payment provided that if a Recognized Holiday falls on the regular pay day, payment will be made the preceding day. Payment of wages will be made during working hours. In the event that an employee is laid off, the Company shall pay such employee, not later than two (2) business days after he is laid off, all wages earned by such employee, excluding authorized deductions.
- 10:03** Pay Statement. The company will issue to each employee a separate or detachable itemized statement with each pay showing separately the number of overtime hours worked and the respective hourly rates applicable therein. The statement shall also show the total wages for the pay period and the total deductions there from.
- 10:04** An employee shall be required to fill out time slips daily, on Company time, if the Company so requests.

**10:05** Wages By Classification. If an employee is assigned to a job in a higher classification than his regularly assigned job, he shall receive the rate of pay for such higher classification for the period of time he is assigned to the job in that higher classification.

**10:06** Vacation percentage to be paid on each cheque.

## **ARTICLE 11:00      OUTSIDE WORK**

### **11:01 Work Off Company Premises-Premium-Fare-Accommodation**

Employees engaged in repair work or warranty work off Company premises will be provided with travel, fares, accommodations and board at no cost to the employee. Employees will be paid seven percent (7%) per hour, in addition to their regular rate of pay while so engaged.

When employees are engaged in repair or warranty work off Company premises, they will be paid a 7% premium for the whole shift.

**11:02** Travel Time will be paid for at straight time rates. Travel time authorized by the Company or the customer outside the employee's regular shift hours, will be paid at rate and one-half, up to a maximum of eight (8) hours in each calendar day.

Employees required to drive vehicles (including employee cars) will be paid double rate for all time spent driving these vehicles outside regular hours of work.

This provision shall not apply when an employee is travelling by a public carrier to or from a public carrier.

Public carriers shall be defined as follows: buses, taxis, aircraft, trains, boats, and any vehicle licensed to transport passengers and operated by a licensed operator. Buses, aircraft, or boats that may be chartered or purchased by the Company, to transport passengers must be operated by an operator holding a current appropriate license to do so.

**11:03** Standby Time. If an employee reports to a field job, and through no fault of his own, is unable to work, he shall immediately contact the Company for instruction. Nevertheless, while being required to standby the job, he shall be paid at his regular rate for up to eight (8) hours in each twenty-four (24) hour period.

**11:04** Layover Time. Where an employee is required to remain in the field on Saturday, Sunday or a Recognized Holiday, he shall be paid eight (8) hours, for each such day at straight time rates.

**11:05** Driving Time. All time spent driving a motor vehicle to and from such job or jobs shall be considered time worked.

**11:06** Employee Vehicles. Employee vehicles can be used on Company business only if authorized by the Company. An employee shall arrange with the Company adequate insurance coverage before using his motor vehicle on company business. It shall not be a violation of this Agreement for an employee to refuse to use his motor vehicle on Company

business.

When an employee vehicle is used on Company business, the employee will be reimbursed on the basis of twenty-five cents (25 cents) per kilometre with a minimum of sixteen kilometres payment.

**11:07** Travel Insurance. \$75,000.00 Life Insurance coverage while travelling on Company business.

## **ARTICLE 12:00 HEALTH AND WELFARE & PENSION**

**12:01** The Company agrees that the Health and Welfare Plan being provided by the Company shall at no time be less than the coverage of the Boilermakers Lodge 359 Health and Welfare Plan for Active Shop Members at the time of signing this agreement, per booklet dated April 1, 2006. The Company plan is to take effect the 1<sup>st</sup> day of the month following the signing of the 2010-2012 Collective Agreement.

No payment will be made for the month in which an employee is hired and no additional payment will be required for overtime.

It is agreed that the Company shall pay premiums up to three (3) months while an employee is on weekly indemnity, and for the duration of the claim on Compensation claims, and one month immediately after the month of layoff.

For new employees hired after June 1, 1999 the Company shall pay Health and Welfare Plan premiums while on compensation claims for time equal to seniority to a maximum of 1 (one) year.

**12:02** Lodge 359 Shop Pension Plan. Three dollars and sixty cents (\$ 3.60) per hour for each hour worked shall be contributed by the employer to the Boilermakers' Pension Trust Fund or to such other pension or corporation in trust as the parties hereto may agree from time to time, in writing, on behalf of every employee covered by this Agreement. Payment shall be made by the employer directly to the Fund by the fifteenth (15th) day of the month following the month that such contributions cover, provided that an additional period up to a further fifteen (15) days may be granted by the Trustees if they deem it advisable. Such payment by the employer shall be accompanied by such statement as may be required by the Trustees. The complete policies, management and control of this Plan will be in the hands of the Trustees.

It is understood and agreed that the contributions to the Boilermakers Pension Trust Fund shall be in addition to the compulsory Canada Pension Plan contributions which are required by law.

## **ARTICLE 13:00 SENIORITY**

**13:01** The principle of seniority shall govern layoffs and rehire. The employer shall give first consideration to those employees with the greater length of service subject to the following conditions:

- 13:02** An employee shall not be entitled to seniority rights until he has been continuously employed for a period of sixty (60) days worked and then his seniority shall date back to the time of hiring. It is recognized by both parties that the purpose of the probationary period is to allow the Company to assess an employee's suitability for employment. The sixty (60) working day period referred to above may be extended with mutual agreement of the parties to this Agreement.
- 13:03** In cases of increasing or decreasing forces, the Company shall practice and apply the principle of seniority rights by departments, and/or by classification of work. It is recognized that skill, efficiency, and good conduct must also be taken into account when layoffs and rehires are necessary. Whenever possible, one (1) week notice to be given to employees when reducing workforce due to shortage of work.
- 13:04** An employee shall not suffer loss of seniority because of absence due to sickness, accident, or otherwise, if such absence is approved or authorized by the Company. If an employee finds that he is unable to report for work, he will notify the Company no later than one (1) hour from the start of his shift.
- 13:05** During a prolonged absence from work due to an accident or injury, covered by Workers' Compensation, an employee will continue to accrue seniority for a period of time provided that he will not continue to accrue seniority after the date at which he would normally have been laid off if he were at work.
- 13:06** An employee shall continue to accrue seniority if off or on noncompensable sickness for a period of six (6) months unless he would have normally been laid off before the six month period.
- 13:07** An employee who has seniority shall maintain his seniority on layoff on the following basis, provided the employee accepts employment recall:
- (a) employees who have completed their probationary period and have less than two (2) years seniority at the time of lay-off shall retain seniority for a period equal to their seniority at the time of lay-off.
  - (b) Employees with two (2) or more year's seniority at the time of lay-off shall retain seniority for two (2) years from the date of lay-off.
- 13:08** The Chairman of the Shop Committee (Shop Steward) shall be given a list of those members to be laid off prior to the time of layoff. "Prior" shall mean reasonable time for the Shop Committee to ensure the conditions of this Agreement are complied with.
- 13:09** Seniority will be cancelled if an employee:
- (a) voluntarily quits his job;
  - (b) fails to report for work within five (5) working days after (5) working days after notice of recall by the company. The Union and Shop Steward(s) will be notified of the recall.
  - (c) is discharged and not reinstated under the terms of this agreement;

(d) is on lay-off for a period in excess of the period of seniority retention as set out in 13:07 above.

#### **ARTICLE 14:00 SHOP COMMITTEE**

**14:01** The importance of the union maintaining at all times a Shop Committee consisting of qualified employees of the Company familiar with plant conditions, is recognized.

**14:02** The selection of the Shop Committee is recognized as a function of the Union. The Chairman of the Committee shall be the Shop Steward. The Company agrees that the Shop Stewards shall not suffer any discrimination by reason of holding such offices. It is deemed important that, in the event of a layoff, they shall be the last man in their classification to be laid off.

**14:03** At least one (1) member of the Shop Committee shall act on a Safety Committee. This appointment to be rotated every six (6) months.

Safety Committee, for discussion, regular meetings.  
As per Industrial Health & Safety Regulations.

**14:04** The Company shall supply a bulletin board (2' x 4') and storage locker for the use of the union. These items to be located in the lunch room

#### **ARTICLE 15:00 SAFETY AND HEALTH**

**15:01** The Company will supply suitable accommodations where employees may have their lunch and change rooms. All employees will be supplied a full size enclosed locker for storage of their personal work clothes.

**15:02** Adequate washroom facilities shall be provided by the Company and kept in sanitary conditions. Employee washroom and lunchroom facilities will be cleaned a minimum of two (2) times a week with anti-bacterial cleansers. Employees will cooperate by observing the simple rules of cleanliness.

**15:03** The Company agrees to supply working gloves or mitts to all employees as required. The Company will also furnish dark or clear flash glasses to employees. All employees will be responsible for the safety glasses issued to him under his signature and such glasses must be returned to the employer on or before the completion of his employment. In any case where the employee fails to return the glasses issued to him, the employer may deduct the cost of this item from the employee's pay.

Any employee requiring prescription eyeglass lenses shall be supplied one (1) pair per year after six (6) months of working service with the Company to a limit of Three Hundred and Fifty (\$350.00) Dollars.

**15:04** The Company will provide and maintain adequate heat in the shop(s) during any cold weather periods.

- 15:05** Any employee suffering injury on the job must report immediately to the
- (a) First Aid Department (Attendant) or as soon thereafter as possible and also report to his Foreman on returning to work.
- 15:06** All employees, as well as the Company, shall observe the simple rules of good housekeeping and sanitation.
- 15:07** It is recognized and agreed that safety of employees is the mutual responsibility of the employees and the employer and that the Safety Committee should devise plans for the furtherance of safety measures including recommendations and, if necessary, recommendations of a disciplinary nature for the enforcement of such safety measures.
- 15:08** The Company shall pay a maximum of One Hundred and fifty (\$150.00) dollars once per year after six (6) months of service for safety toe work boots.
- This allowance can be accrued into the second year and total Three Hundred (\$300.00) dollars to buy a quality, long lasting safety boot.
- 15:09** The Foreman shall sign a safety slip before any employee proceeds to work on any vessel or tank which has contained explosive or inflammable materials.
- 15:10** The Company shall furnish all rubber gloves, rubber aprons, rubber boots, and respirators; also eyewash and acid neutralizer to be made available when the nature of the job requires their use.
- 15:11** The Company shall supply coveralls to shop members in good repair and of suitable fitting which shall be cleaned once a week at no expense to the employees. All employees shall sign for and be responsible for his coveralls.
- 15:12** Employees working alone. No employee covered by this Agreement shall be required to work alone on any shift or any overtime work.
- 15:13** Cleanup Time  
Employees will be allowed five (5) minutes personal cleanup time at the end of each shift.

## **ARTICLE 16:00 GENERAL PROVISIONS**

- 16:01** Any rights and privileges of employees now in effect, but not specifically mentioned in this Agreement, shall be continued and no changes shall be put into effect until mutually agreed upon by the Company and the Union.
- 16:02** It is agreed that each employee shall file an inventory list of the tools with the Shop Superintendent on the day he commences employment. Any additional tools that may be purchased by the employee will be added to such list at the time they are brought upon the Company's premises. The inventory list shall be used for purpose of tool(s) replacement only. It is further agreed that the employer will replace or repair any broken or worn out tools or tool boxes not due to employee's negligence. The Company agrees to provide insurance to cover the employee's tools in the event of theft.

The Company to provide metric tools as a tool crib item.

- 16:03** Wages shall be paid to each employee on the job during normal work hours. Payment shall be made every second Thursday for the wages due from the previous week.
- 16:04** When the Company finds it necessary to layoff or discharge a Shop Steward, the Business Manager of the Union shall be notified prior to such layoff or discharge.
- 16:05** Employees on the seniority list with twelve (12) months or more of seniority will, if recalled to work, be guaranteed a minimum five (5) days work, or pay equivalent thereto.
- 16:06** When the Company finds it necessary to work after the regular shift in
- (a) excess of one (1) hour, a hot meal will be provided by the Company and every four hours thereafter. Employees will be allowed one-half ( $\frac{1}{2}$ ) hour to consume said meals on employees time.
  - (b) Also, it is agreed that, when possible, the Company will notify employees who have agreed to work over their regular shift at least two (2) hours before the end of their shift.
  - (c) In lieu of hot meal, employee will receive one (1) hours pay at regular rate.
- 16:07** Employees shall take orders from the Plant Manager or Superintendent only when their immediate Foreman or Charge Hand are absent from the shop. However, should management require an engineer, or specialist, the Shop members when directed by their immediate supervisor will take instructions or directions from said people.
- 16:08** When employees are notified eight (8) hours prior to the commencement of their regular shift not to report for work, there shall be no wages paid. When employees are not notified eight (8) hours prior to the commencement of their regular shift and do report for work and are sent home, they shall be paid two (2) hours wages at straight time pay with the exception of Saturdays, Sundays, and/or Recognized Holidays which shall be paid at prevailing overtime rates.

When employees have commenced working and are sent home prior to a lunch period, they shall receive four (4) hours wages at straight time rates with the exception of Saturdays, Sunday, and/or Recognized Holidays which shall be paid at prevailing overtime rates. Employees who start work after the lunch period and are then sent home shall be paid for three and one-half (3 1/2) hours at straight time rates except on Saturdays, Sundays, and/or Recognized Holidays which shall be paid at prevailing overtime rates.

Unless reasons beyond the control of the company such as Power Breakdown.

- 16:09** Each employee shall be allowed a ten minute coffee break once during each half shift. The coffee break shall, so far as possible, equally divide each half shift.
- 16:10** The Company shall inform the Shop Stewards of all new job openings so that the shop members may have the first opportunity to apply, providing in the opinion of the Company, the member has the necessary qualifications.

## ARTICLE 17:00 GRIEVANCE PROCEDURE

**17:01** Any dispute under this Agreement shall be settled under the Grievance Procedure as set out and provided for in the Industrial Relations Act. "Grievance" means any difference between the parties bound by this Agreement concerning the interpretation, application, operation, or alleged violation thereof, and "Party" means one of the parties to this Agreement.

**17:02** All grievances shall be finally and conclusively settled without stoppage of work in the manner following:

- (a) To solve a grievance, an employee shall first discuss it with his Foreman or Supervisor, and Shop Steward.
- (b) Failing settlement within three (3) days under Clause (a) the particulars shall be set forth in writing by the party and processed with an official of the Company.
- (c) Failing settlement within three (3) days under Clause (b) it shall then be processed by an officer of the union with an official of the Company.
- (d) If the grievance is not processed pursuant to Clause (c), within seven (7) days, or such longer term as the parties agree to, then it shall be referred to an Arbitration Board of three (3) persons as follows:
  1. The party desiring the arbitration shall appoint a member for the Board and shall notify the other party in writing of its appointment and particulars of the matter in dispute.
  2. 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.
  3. The two arbitrators so appointed shall confer to select a third person to be Chairman and, failing to agree within three (3) days of a person willing to act, either of them may apply to the Labour Relations Board to appoint such a third member.

The Arbitration Board shall sit, hear the parties, and make its award within ten (10) days from the date of appointment of the Chairman, provided the time may be extended by agreement of the parties. The Board shall deliver its award to each of the parties and the award of a majority of the Board shall be the award of the Board and shall be final and binding upon the parties and they shall carry it out forthwith.

- (e) Failure to comply with any of the time limits set forth above shall result in a grievance being deemed to have been abandoned unless both parties agree to extend the time limits.
- (f) Notwithstanding Section (d) above, where the parties mutually agree, a grievance shall be referred to a single Arbitrator who shall be selected by mutual agreement of the parties. If after thirty (30) days following the referral of the dispute to arbitration the parties are still unable to agree on a single Arbitrator, an Arbitrator shall be selected from the Labour Relations Board list of Arbitrators (first available Arbitrator).

The Arbitrator shall sit, hear the parties, and make its award within ten (10) days of the conclusion of the Hearing, provided time may be extended by the parties. The award of the Arbitrator shall be final and binding upon the parties and they shall carry it out forthwith.

- 17:03** Each party shall pay its own costs and expenses of arbitration; the remuneration and disbursements of its appointee to the Board, and one-half (1/2) of the compensation and expenses of the Chairman and of the stenographer and other expenses of the Board.

#### **ARTICLE 18:00 TECHNOLOGICAL OR PROCEDURE CHANGES**

- 18:01** In the event the employer proposes the introduction of equipment in its operation requiring specialized training, the employer agrees to give first opportunity to employees then on the payroll through the job posting procedures of this Agreement, to operate this equipment and/or train to operate the equipment, the employer further agrees to notify the union as soon as its final decision is made as to the reintroduction of new equipment and any procedural change.
- 18:02** It is agreed that when an employee is displaced by reason of technological or procedural change the displaced employee shall receive two (2) weeks pay for each year or part thereof of service with the Company.
- 18:03** Any dispute arising out of technological or procedural changes shall be settled through the grievance procedure set forth in this Agreement.

#### **ARTICLE 19:00 SAVING CLAUSE**

- 19:01** No provision of this Agreement shall be used to remove working conditions or reduce wages presently in force.
- 19:02** Should any part thereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and such remaining portion shall continue in full force and effect.
- 19:03** Non-Bargaining Unit Employees - Working.  
No employee outside the Bargaining Unit will use hand tools or do work which is normally done by employees of the Bargaining Unit except when instructing or training employees or in the development of new pieces of equipment or in an emergency beyond the control of the Company. Such work shall not displace or replace any member of the Bargaining Unit.
- 19:04** Work Retention and Sub-Contracting. Where the Company's facilities, space and trained personnel are available, the Company shall continue to have all work which is presently performed by employees of the Bargaining Unit, retained and performed by employees of the Bargaining Unit.
- 19:05** Where work must be performed by others, the Company where possible, shall have its sub-contract work performed by a Union Shop.

**19:06** Picket Line. It shall not be considered a violation of this Agreement for an employee to refuse to cross a picket line which has been legally established as a result of a bona fide labour dispute between a recognized Trade Union and an employer with whom the picketing union has a dispute.

**19:07** The Union reserves the right to render assistance to other Labour Organizations.

**19:08** In the event of a Plant closure or at normal retirement (age 65), all employees who have had at least three years of service shall receive one (1) weeks pay for each year of service up to eight (8) weeks pay. After ten (10) years of service an employee may retire at age 55 or later and receive eight (8) weeks pay.

In the event that the employee should be entitled to legislated severance payments, the amount of such payments shall be deducted from any payment provided for in the foregoing.

**ARTICLE 20:00 DURATION OF AGREEMENT**

**20:01** This Agreement shall be effective from June 1, 2010 and continue in full force and effect to and including May 31, 2012.

**20:02** Within ten (10) days after receipt of any notice given pursuant to this Article by either party, the parties of this Agreement shall commence negotiations, this Agreement shall continue in full force and effect.

**20:03** It is mutually agreed by the parties hereto specifically exclude from this Agreement the provisions of Sections 50 (2) 50 (3) of the Labour Relations Code of British Columbia and it shall not be applicable to this Collective Agreement.

**SIGNED ON BEHALF OF:**

**THE UNION:  
INTERNATIONAL BROTHERHOOD OF  
BOILERMAKERS, IRON SHIP BUILDERS  
BLACKSMITHS, FORGERS, AND  
HELPERS, LODGE 359**

**THE COMPANY:  
BM&M SCREENING SOLUTIONS**

Signature

Signature

Please Print

Please Print

Date

Date

## APPENDIX "A"

### WAGES

CLASSIFICATION	JUNE 1, 2010	JUNE 1, 2011
<b>Steel Fabricators</b>	\$32.29	\$32.61
<b>Welder</b>	\$31.38	\$31.69
<b>Carpenter</b>	\$32.29	\$32.61
<b>Combination Employee</b>	\$28.76	\$29.05
<b>Helper 1<sup>st</sup> 4 Months</b>	\$24.35	\$24.59
<b>Thereafter</b>	\$25.84	\$26.10

Foreman to receive not less than 10% over Steel Fabricator Rate.

Charge Hand to receive not less than 6% over Steel Fabricator's Rate.

Lead Hand to receive not less than 4% over Steel Fabricator's Rate.

Experienced Helpers to receive full rate.

If at some future date, new classifications are required, the Union and the company shall negotiate any appropriate wage rate for that classification.

Two designated First Aid Persons per shift will receive \$0.37 per hour over the rate.

## APPENDIX "B"

### Apprenticeship Provisions

- B:01 Apprenticeship covered by this Agreement shall, upon completion of their probationary period of ninety (90) days, form part of the bargaining unit and shall be required to become and remain members of the Union.
- B:02 When Apprentices attend authorized training classes in their trade during normal working hours, the Company will make up the difference between their regular rate of pay, and Government subsidies the Apprentice may receive.
- B:03 Apprentices can be required to take orders from the Journeyman with whom they are working as well as the regular Company supervisor.
- B:04 The ratio of Apprentices in the plant shall be one Apprentice to four (4) Journeymen.
- B:05 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 as enumerated in the Appendix "A" of this Agreement.
- B:06 Apprentice Wage Rate-four (4) year term of Apprenticeship
- |                   |                        |
|-------------------|------------------------|
| Start to 6 months | 50% of Journeyman Rate |
| 6 to 12 months    | 60% of Journeyman Rate |
| 12 to 18 months   | 65% of Journeyman Rate |
| 18 to 24 months   | 70% of Journeyman Rate |
| 24 to 30 months   | 75% of Journeyman Rate |
| 30 to 36 months   | 80% of Journeyman Rate |
| 36 to 42 months   | 85% of Journeyman Rate |
| 42 to 48 months   | 90% of Journeyman Rate |

**LETTER OF UNDERSTANDING**

Between:

**INTERNATIONAL BROTHERHOOD OF BOILERMAKERS  
IRON SHIP BUILDERS, BLACKSMITHS FORGERS  
AND HELPERS, LODGE 359**

And:

**BM&M SCREENING SOLUTIONS**

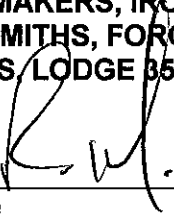
**REGARDING: SUMMER STUDENTS - CHILDREN OF PARTNERS**

It is agreed that the Company may hire students during the summer vacation period and the children of the partners throughout the year to work in the Company shop. Their duties shall be general clean-up as assigned by the Foreman. Students shall not displace any member of the bargaining unit and shall not be covered by this Collective Agreement. The Company shall endeavour to hire children/students of the employees.

**SIGNED ON BEHALF OF:**

**THE UNION:  
INTERNATIONAL BROTHERHOOD OF  
BOILERMAKERS, IRON SHIP BUILDERS  
BLACKSMITHS, FORGERS, AND  
HELPERS, LODGE 359**

Signature



Please Print

ROB KAPPEL

Date

DEC 3, 2010

**THE COMPANY:  
BM&M SCREENING SOLUTIONS**

Signature



Please Print

DAVE HUMPREY

Date

DEC 3 / 2010