

COLLECTIVE AGREEMENT

BETWEEN:

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

- AND -

**BRUNETTE MACHINERY COMPANY INC.
PRINCE GEORGE, B.C.**

MAY 1, 2013 - APRIL 30, 2017

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COLLECTIVE AGREEMENT

BY AND BETWEEN:

BRUNETTE MACHINERY COMPANY INC.
Prince George, B.C.

(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 the 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.

Wherever the masculine is used in this Agreement, it shall be construed as if the feminine had been used where the context so requires and the rest of the sentence shall be construed as if the grammatical and terminological changes hereby rendered necessary have been made.

ARTICLE 1 **BARGAINING AGENCY**

1.01 The Company recognizes the Union as the sole bargaining agency for its employees, as duly certified under the Provincial Government Labour Relations Act for the purpose of collective bargaining with respect to rates of pay, hours of employment, and all other working conditions.

1.02 The Company will extend the rest break or lunch break of the employees by 15 minutes, without the loss of pay to the employees, for the purpose of allowing the Union to communicate with the membership as a group.

Provided that:

- (a) Meetings are scheduled a minimum of Three (3) weeks in advance through Management.
- (b) Every effort is made by the Union to schedule these meetings at the end of the day to prevent interruption of business.

In cases where (b) is not possible, an employee may be excused to assist a customer if no other options are available.

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 Act of the Province of British Columbia must become members of the Union within ten (10) 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 Act of the Province of British Columbia shall pay the Union, as a condition of employment, and not later than ten (10) days after the commencement of his/her 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, office workers, supervisory officials, salesmen, watchmen and those having authority to hire or discharge employees.

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 checkoff; i.e. if the checkoff for that month has not been remitted to the Union, it shall be added to that checkoff; if the month's checkoff has been remitted, it shall be added to the following month's checkoff and shown as the previous month worked.

- 1.06** All deductions as required under Article 1, 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 the deductions were made and the amount of each deduction.

All other remittances required for Medical Insurance, Weekly Indemnity, Pension and Dental Plans, or any other coverage required under this Collective Agreement, shall be remitted to the appropriate carrier not later than the 15th. of the month following the month in which coverage is required.

ARTICLE 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 and promote them, and in conjunction with the shop committee or steward to demote or discipline them; subject to the Grievance and Seniority procedures enumerated in Articles 6, 7 and 8 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 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 **6:00** a.m. to 5:00 p.m. and/or those hours mutually agreed to between the Company and the Union.
- 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 (8) hours shall be paid, and a shift premium of Fifty (\$.50) cents per hour shall be added on to the classified hourly rate.
- 4.05** Five (5) shifts Monday to Friday inclusive shall constitute a regular week's work on all shifts.
- When an employee is attending school for upgrading which is mutually beneficial to both the employee and employer, a change of shift can be obtained.
- 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. In the event of a third shift being employed, an employee will not lose time from the standard work week of forty (40) hours because of a shift change.
- 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 double time rates.
 - (b) Double time shall be paid for all work performed on a Statutory Holiday, plus any applicable holiday pay. No employee will be compelled to work on a Statutory Holiday.

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New Year's Day	Victoria Day	Thanksgiving Day
Family Day	Canada Day	Remembrance Day
Good Friday	B.C. Day	Christmas Day
Easter Monday	Labour Day	Boxing Day

(c) The above twelve (12) Statutory Holidays are guaranteed irrespective of which day they fall on.

(d) In addition, the employee shall be granted one (1) Floating Holiday

4.08 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/she shall be considered as still working on his/her 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/her own accord until a full shift 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 double time rates for time worked prior to their regular starting time.

4.10 Employees who are requested to work more than two (2) hours overtime after completion of their scheduled shift will be provided good meals paid for by the Company. A reasonable length of time, not to exceed thirty (30) minutes will be allowed to consume this meal, and will be considered time worked. The preceding conditions shall apply every four (4) hours of work thereafter to a maximum of three (3) meals in any twenty-four hour period. If a meal is not provided at the job site, the employee will be paid fourteen dollars (\$14.00) in lieu of this meal. A list of suitable suppliers will be posted in the lunch room and employee's will phone the supplier of their group choice. On Saturdays, Sundays and Statutory Holidays, any employee not given at least one hour's notice to report for work, will also be supplied with an extra meal after four (4) hours of work.

MINIMUM HOURS OF WORK

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

(b) Any employee completing the first half of his/her regular shift, and who commences

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work on the second half of his/her regular shift, shall receive a minimum of eight (8) hours pay at his/her regular wage rate,

PROVIDED that if no work is available on the first half or last half of their shift, (a) or (b) above, is not available at his/her regular job, the employee shall perform such temporary work as may be assigned to him/her 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:

- i. He/she voluntarily quits or lays-off; or is discharged for cause,
- ii. He/she was previously instructed not to report.

and in any such event or circumstance, he/she shall be paid for the actual time worked at prevailing rate.

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

4.12 All employees called in to work after normal shift hours during the week shall be guaranteed three (3) hours pay at double time rates.

4.13 It is understood and agreed that employees may work the shift of their preference according to seniority, provided that the balance is suitable to the employer's needs, in order to maintain the required productivity of the shift.

4.14 If an employee is required to work during his regular lunch break period, he/she will receive pay at the rate of double time in the event that he/she is not allowed within one-half hour his/her full lunch period to consume his/her meal and will be allowed reasonable time off to consume a meal with no loss of pay.

4.15 **REST BREAKS** Employees shall be entitled to two (10) ten minute rest breaks during the course of each shift. If an employee works overtime after a scheduled shift, he/she shall be entitled to a ten (10) minute rest break every four (4) hours thereafter. (The principle of a period free from work every two (2) hours shall apply).

4.16 **CHANGING SHIFT** The Company agrees that whenever possible they will fill vacancies made by vacations or other non-permanent absences on shifts, from employees on the opposite shift. This may be limited due to manpower shortages that may occur.

ARTICLE 5

WORKING CONDITIONS

- 5.01** Employees shall take orders only from their respective foreperson or from the general management when foreperson are not immediately available. Should the general management or foreperson not be available, employees will take orders from the designated chargehand.
- 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 may be cause for dismissal.
- 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** On a bi-annual basis, Management will meet individually with each Apprentice to develop a training program aimed at enhancing the versatility of that individual's skills.

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 Foreperson.
 - (b) Failing settlement within five (5) days, the employee and/or his/her 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 Arbitrator appointed as hereafter provided.

NOTE: All grievances and complaints not settled by the Foreperson shall be reduced to writing by the employee(s) and filed with the Company through the Shop Steward or Shop Committee within fifteen (15) working 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**

- 7.01** The Party desiring arbitration shall notify the other Party in writing of the names and address of five (5) nominees to sit as an Arbitrator.
- 7.02** The Party receiving the notice, and failing agreement on one of the nominees, shall within five (5) days submit a list of five (5) nominees back to the Party requesting the arbitration.
- 7.03** If both party's fail to agree to one (1) of the nominees on the list submitted, the party desiring arbitration shall apply to the Honourable, the Minister of Labour, to appoint an Arbitrator.

The Arbitrator shall sit, hear the Parties, settle the terms of the question to be arbitrated, and make his/her award within ten (10) days, provided the time may be extended by agreement of the Parties.

If the Arbitrator 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/her rights, benefits and privileges which he/she would have enjoyed if the suspension, discharge or layoff had not taken place.

PROVIDED THAT if it is shown to the Arbitrator that the employee has been in receipt of wages during the period between discharge, suspension of 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 Arbitrator shall have authority to order the employer to pay less than the full amount of wages lost if, in the opinion of the Arbitrator, such lesser sum is fair and reasonable.

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

If the award of the Arbitrator is subsequently set aside by a court of competent jurisdiction the question shall, at the request of either Party, be submitted to another Arbitrator 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 hereinbefore mentioned, the Arbitrator shall have all the general powers of an Arbitration Board.

- 7.04** A Five (5) year statute of limitations will apply to any information contained in an

employee's personnel file. The information contained will not be used as evidence in an Arbitration provided the employee has not had another violation of any kind.

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/her employment (Anniversary Date) with the Company and his/her seniority date.
- 8.02** When a new employee is hired, it is agreed that he/she shall be on probation for sixty (60) calendar days and during this period seniority will not be applicable. When the probationary period is completed, seniority will commence from the date of hiring, 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 within twelve (12) months after his/her right to recall has expired will not be subject to another probationary period.
- 8.04** In the event of layoffs, the principle of last person on, first person off, shall prevail providing the employee is qualified and able to perform the available work. No employee who is laid off from their job may displace ("bump") other lower classified employees.

Decisions on layoffs, rehiring, promotions etc. will be the responsibility of the Company, but it is understood that any dispute arising therefrom may be taken up under the Grievance Procedure of this Agreement.

When an employee is terminated Section 63, Part 8 of the Employment Standards Act 2011 shall apply for the duration of this Agreement.

- 8.05** Seniority Retention A laid-off employee shall maintain and accumulate his/her seniority and recall rights for three (3) months after which he/she 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 | - 18 months retention |

- 8.06** Recall and Vacancies

When vacancies occur, the Company shall re-hire laid off employees according to the principle of last person off, first person on providing the employee is qualified and able to perform the available work. The Company shall make personal contact with laid-off employees by Registered Mail. It is the employee's responsibility to keep the employer advised of his/her current address and telephone number.

8.07 When new jobs are available, they shall be posted. 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 for a period not to exceed the employee's seniority retention period.

8.10 Seniority will be broken by:

1. 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.
6. Accepting a Company position outside the bargaining unit.

8.11 In the event of plant closure it is agreed, severance pay will be based on two (2) weeks pay for each year of service.

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 conferences and meetings with Management of the Company during working hours. This will apply to contract negotiations and grievances

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 providing that this does not interfere with customer service. 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.

9.03 Leave-of-absence may also be granted, at the Company's discretion, for funerals or trade upgrading. It is further agreed that providing one (1) years notice is given the Company by the employee, the Company may grant two (2) weeks leave of absence for personal use by the employee. It is also understood that such leave-of-absence cannot be used by the employee for the purpose of accepting employment elsewhere. The employee will receive six (6) months notice of the Company decision in writing.

ARTICLE 10 VACATIONS

10.01 Employees will receive vacations and be paid for the vacation in accordance with the following schedule:

YEARS OF CONTINUOUS SERVICE	VACATION PERIOD	VACATION PAY
- Less than 1 year	1 day for each major fraction of month worked (Max. 10 working days).	4%
- 1 year but less than 3 years	2 weeks	4% or 2 weeks*
- 3 years but less than 8 years	3 weeks	6% or 3 weeks*
- 8 years but less than 14 years	4 weeks	8% or 4 weeks*
- 14 years but less than 20 years	5 weeks	10% or 5 weeks*
- 20 years and over	6 weeks	12% or 6 weeks*

* Pay at employee's current classified rate whichever is greater at the time the vacation is earned.

An employee working less than fifteen hundred (1500) hours per vacation year (employee's seniority date to seniority date) will be paid only on a percentage of earnings basis.

By seniority all employees must have booked their first two (2) weeks of vacation by the 15th of

February. Once everybody has had the chance to book their first two (2) weeks, by seniority, employees may book their next two (2) weeks if applicable. Then by seniority, employees may book their remaining weeks. Vacations requested after the 7th of March will be dealt with on a first come first serve basis.

10.02 Three weeks vacation when applicable, will as far as practicable, be granted during the period 15th June to 15th September to conform with the wish of the employee concerned, having regard for the necessity of maintaining production. The vacation selection calendar shall be posted during the first week of January in each year. Employees must notify the Company by March 7, in each calendar year, of all intended vacation periods due or no preference will be given according to seniority.

10.03 Upon termination of service with the Company the employee shall be paid, based upon the appropriate percentage as per Section 1 of this Article, his/her vacation pay in the year in which the termination occurs and for which no vacation has been paid.

10.04 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.

For special occasions requiring long term vacation planning and reservations, employees may submit a written request for pre-approval of vacation dates. When requests are approved, the Company will reply in writing.

10.05 Each employee shall be required to take the full annual vacation period that he/she is entitled to under the provisions of this Agreement.

10.06 The Company will pay vacation pay by direct deposit and an itemized statement.

10.07 Vacation Eligibility: (Resolved on the principle that the employee gets all vacation and vacation pay earned.)

Clarification: Time loss on Compensation is covered under Seniority Clause.

10.08 No fractions of weeks shall be taken by the employee during his/her first year.

10.09 One (1) week LEAVE OF ABSENCE is negotiable, in the first year of employment at the sole discretion of the Company, by the employee if he/her so desires to make up a full two (2) weeks vacation in prime time.

10.10 An employee may, during the calendar year in which he/she is eligible for an additional

weeks vacation, take that week during that year subject to Article 10, Section 3, but will not receive payment for that week until the seniority date has passed.

ARTICLE 11 STATUTORY (GENERAL) 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 guaranteed general holidays, in addition to any wages which they may be in receipt of as enumerated in Article 4, Section 7, sub-section (b). Any other statutory or general holiday declared, proclaimed or celebrated by the Federal or Provincial Government shall be paid for on the same basis:

New Year's Day	Victoria Day	Thanksgiving Day
Family Day	Canada Day	Remembrance Day
Good Friday	B.C. Day	Christmas Day
Easter Monday	Labour Day	Boxing Day
One (1) Floating Holiday		

and one (1) other Holiday if declared by the Federal and/or Provincial Government.

11.02 The day observed or celebrated by the Nation or Province shall be considered the holiday, with the provision that the general holidays falling on Saturday will be celebrated the preceding Friday, general holidays 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 Floating Statutory Holiday

It is understood and agreed that:

- (a) Until changed by mutual agreement, the Floating Statutory Holiday will be taken on an individual employee basis provided the Company may restrict the number of entitled employees to 25% of the work force on a single day.
- (b) In approving time off for a Floating Statutory Holiday, seniority will prevail, subject to the employee submitting a written request no less than two (2) weeks prior to the day to be taken.
- (c) Where requested two weeks prior to taking a Floating Statutory Holiday, the Company will endeavour to approve such request. Approvals will be given in

writing.

- (d) To be entitled to a floating Statutory Holiday, an employee must have completed fifteen hundred (1500) hours of service.

11.04 In all cases, the day observed by the Nation or the Province shall be considered the Holiday,

PROVIDED THAT:

- (1) The employee has been in the employ of the Company for Thirty (30) calendar days.
- (2) The employee has 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:
 - (a) The employee is off work due to industrial accident or disease for a period not in excess of two (2) calendar months.
 - (b) 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.
 - (c) Temporary lay-off not exceeding two (2) weeks, within two (2) weeks of any designated holiday.
 - (d) 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 SAFETY It is mutually agreed that a safety committee consisting of employees selected by the Union will meet with a management representative or representatives not less frequently than once a month. Minutes of such meetings will be posted on the Notice Board, and a copy sent to the Union and the Workers' Compensation Board. The number of safety committee members will be determined by agreement between Union and Management.

13.02 Any employee suffering injury while in the employ of the Company must report to First Aid and/or Management immediately, or as soon as possible thereafter.

It is the responsibility of the employee to ensure medical considerations are reviewed prior to return to work. Copies of the accident report to be furnished to the employee involved.

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

13.04 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.

13.05 SAFETY APPAREL

- (a) 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 also be supplied to designated Clean-Up men.
- (b) SAFETY SHOES After one (1) year of service, the Company will reimburse to each employee, on receipt, each year the sum of up to One Hundred and Seventy-five dollars (\$175.00) for the purchase of, or repair of, Workers Compensation Board Approved Safety Footwear. This benefit shall be made cumulative for two (2) years to allow a maximum of Three Hundred and Fifty dollars (\$350.00) for the purchase of, or repair of Workers' Compensation Board Approved Safety Footwear.
- (c) EAR PROTECTION Suitable ear protection of the employees choice will be supplied by the Company.
- (d) SAFETY LENSES After one year's service, the Company shall pay 100% of the cost of one pair maximum of prescription safety lenses per year in each year of the contract to those employees that have been employed a minimum of one year with the Company. The lenses are to be fitted into the safety frames supplied by the Company or into safety frames approved by the W.C.B. Any employee who chooses frames other than those supplied by the Company shall receive an allowance of up to fifty dollars (\$50.00) per two (2) year period toward the cost of those frames. Submission of a receipt will be required.

New employees may purchase safety lenses but if the employee terminates before he/her has completed one year of service, the cost of those lenses will be deducted from his/her final pay cheque.

13.06 Locker facilities and adequate washrooms, in accordance with the factories act, will be provided by the Company and kept in a sanitary condition. Employees will cooperate by observing the simple rules of cleanliness.

13.07 The Company will supply suitable accommodations where employees may have their lunch. The employee's will cooperate by observing the simple rules of cleanliness.

13.08 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. An adequate supply of clean coveralls shall be maintained and they shall be of good quality.

13.09 LOSS OF TOOLS The Company will replace employee's personal tools which have been listed by the employee, the list to be deposited with the Company, 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.

METRIC TOOLS The Company will supply metric tools as required by the Company.

NOTE: WELDERS The Company will supply material and make welding machines available prior to testing for tickets. Government testing will be made available in the shops on a group basis, only at the Companies' discretion.

13.10 PLUG-INS The Company shall make available block heater plug-ins for all employee automobiles. All plug-ins will be set to turn on automatically at -10 degrees Celsius.

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

13.12 BEREAVEMENT PAY On the death of a father, mother, brother, sister, mother-in-law, or father-in-law of an employee, the Company agrees to pay two (2) days bereavement pay to an employee who attends the funeral. On the death of a spouse or child of an employee, the Company agrees to pay five (5) days bereavement pay to an employee who attends the funeral. No time will be paid for weekends but three (3) days paid leave-of-absence will be paid for funerals of relatives previously mentioned that are further than 750 km by road from Prince George.

13.13 PAY DAYS Pay days will be every second Friday, and wages will be paid by direct deposit. An itemized statement will be delivered to the employees at their respective work stations.

13.14 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.

13.15 No employee will be paid out until he/she produces a receipt for any company-owned tools, equipment or coveralls, which have been issued to him/her. Employee's tool boxes will be inspected on termination of employment.

13.16 STARTING AND COMPLETION OF SHIFTS

- (a) The Company premises shall be the place the employee normally reports to and completes his/her 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/her place of residence to and from a job off Company premises, he/she will receive normal travel time allowance as contained in this Agreement, the same as if he/she came from the shop.

13.17 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.

13.18 OFF PREMISES WORK Employees engaged in overhaul and repair work performed off Company premises shall receive the following premium over their regular wage rate for all hours worked off Company premises, except for work done on warranty and guarantee work within six (6) months of commencement of operation of the equipment. When exceptional circumstances exist, the Parties will discuss other arrangements.

- The Premium shall be \$1.40 per hour.

If the job is out of town, reasonable room and board and transportation shall be provided.

13.19 Travel time When an employee is required to work at points which require him/her to be absent from his/her home, he/she shall receive up to eight (8) hours pay in each twenty-four (24) hours of travelling time, reasonable fare, accommodation and board.

When an employee is required to work at points outside the Prince George Planning Area, he/she 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.
- (c) All travel time for Saturday and Sunday and any holiday will be paid for at time and one-half to a maximum of eight (8) hours in any twenty-four (24) hour period.

The exception to this provision would be where reasonable sleeping accommodation is provided. In this instance, time would cease at 9:00 p.m. and commence at 8:00 a.m. the next day.

The employee will also be provided with reasonable fares, accommodation and board at no cost to the employee.

- (d) Use of Employee Vehicles: 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 fifty-four cents (\$.54) per kilometer for the first 5,000 kilometers driven; and forty-eight cents (\$.48) thereafter. It will not be a violation of this Agreement for an employee to refuse to use his/her motor vehicle on Company business. The Company will arrange with the employee for adequate insurance coverage before the employee uses his/her motor vehicle on Company business.

- 13.20** A notice board will be provided for the posting of all official Union notices exclusively, and will not be used for disseminating political propaganda. All such notices shall be submitted to a Company official for approval before posting.
- 13.21** 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, in writing of the employee(s) elected as Shop Stewards and will also notify them promptly when there is any change in representation.
- 13.22** There shall be a fifteen (15) minute Shop Stewards' Meeting once in each month.
- 13.23** 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.
- 13.24** 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.
- 13.25** 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, in the Prince George Planning Area, signatory to the International Association of Machinists and Aerospace Workers, Lodge 692, Collective Agreement, or:
- (b) If no Machinists Lodge 692 shop or other union shop in the Prince George area is available to perform the work, then the Company may use other available means to do the work. The company shall notify the Union when work is sublet to another facility.

13.26 TECHNOLOGICAL CHANGE In the event that the Company introduces a technological change which results in displacement of a significant number of employees from employment with the Company, the Company will co-operate with Canada Manpower training facilities to train such employees, if there are job openings with the Company and such employees have the necessary potential to fill the positions.

13.27 MOONLIGHTING The Company and the Union agree in principle to eliminate the practice commonly known as “moonlighting”. Whereby the employee engages in any full or regular part time work, which is in direct competition with which the employer performs, or any additional off premises work that may have an affect on the employees ability to perform his/her normal duties.

The term “moonlighting” shall refer to an employee who regularly makes a practice of working for two or more employers or 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/her job, it shall be cause for reprimand or dismissal.
- (b) When this practice affects the Union, the Company agrees to co-operate with the Union in reprimand and/or dismissal.

13.28 COURSE TUITION AND TEST FEES The Company will pay tuition fees for courses, and test fees to a maximum of five hundred dollars (\$500.00) per year, for those courses and tests pertaining to the trade of the employees covered by this Collective Agreement. All employees wishing to receive this benefit shall secure the Company’s approval prior to enrolling or taking any courses or tests. Employees shall be reimbursed upon successful completion of said course.

13.29 TOOL ALLOWANCE The Company will reimburse each apprentice the sum of up to two hundred dollars (\$200.00) per year, for tool purchases which pertain to the trade provided that:

- Participation: a condition of employment, except the employer shall not be required to provide dual coverage for members of the same family.

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/she may do so by paying 100% of the Premiums through the Company office.

On layoff or termination (does not include just cause termination), Medical, Extended Health benefits, Insurance and Dental coverage will continue until the end of the month following the month in which the layoff or termination occurred. For employees hired on, or after, May 1, 1999, the application of this paragraph shall be limited to one (1) occasion per twelve (12) month period.

ARTICLE 18 **PENSION PLAN**

As a condition of continued employment, an RRSP type pension fund will be setup in the name of each employee. The employee shall join the pension plan after successful completion of their probationary period at which time all hours accumulated will be credited into their account.

The Employer will match contributions to a maximum of \$2.25 per hour for all hours worked. The employee may contribute additional funds however, it is understood that the employer contribution will be capped at \$2.25 per hour.

All funds accrued in these accounts will be the property of the employee however, the employee will not be able to take money out without the permission of the employer. Upon termination of employment with the Company, all monies accrued in this fund shall come under the direction of the employee to administer as the employee sees fit subject to any applicable government regulations.

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 the following will apply:

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

19.03 Their 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 will make up the difference between their regular rate of pay and government subsidies that the Apprentice may be in receipt of.

19.05 Apprentices shall not be required to work alone in the field until completion of the Third (3rd) year of their apprenticeship.

19.06 Apprentices can be required to take orders from the Journeyperson with whom he/she is working as well as the regular Company Supervisor.

19.07 An Apprentice having served his/her required time at the trade, and having passed the necessary examinations, will automatically be classified as a Journeyperson and paid rates and conditions as enumerated in this Agreement for the Journeyperson 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 tradespersons hired with the British Columbia Tradesperson Qualification Tickets and/or Provincial Tickets as Journeyperson Tradesperson, and these Tradespersons shall start at the Journeyperson's rate as listed in this 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.
- 20.07** Employees who are past their probationary period shall not be demoted from their current classification without prior consultation with the employee and Union representative.

ARTICLE 21 **OVERTIME BANKING**

- 21.01** 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.
- 21.02** A maximum of 100 hours can be accumulated.
- 21.03** Banked holidays cannot be taken in the prime holiday period or added to vacations taken in the prime holiday period until all employees have either booked their vacation or after March 31st. The restriction to book banked time off only applies during the primetime period. Any other period may be booked as enumerated in Article 21.10.
- 21.04** All overtime shall be shared as equally as possible in order to give all employees a chance to accumulate hours.
- 21.05** When an employee desires extended time off, two (2) weeks notice to the Company is required.
- 21.06** Working for a second employer at any time during banked time off shall be construed as moonlighting and will be subject to disciplinary action.
- 21.07** When all or any portion of banked overtime hours are used, the employee can start banking again to accumulate up to 100 hours.
- 21.08** The decision to take banked time as time off or time paid will be at the discretion of the employee provided, the standard rules for booking vacation time per Article 10 are followed. In cases of banked time off, the Company may restrict the number of entitled employees to 25% of the workforce on a single day.

21.09 Twenty (20) hours worked at double time is forty (40) hours accumulated time off (bank time).

21.10 Payment of banked time will be based on the rate when the time was earned and banked.

21.11 All banked time will be paid out to employees if not taken prior to the end of the calendar year.

ARTICLE 22 **DURATION OF AGREEMENT**

A. This Agreement shall be in full force and effect from and including May 1, 2013 to and including April 30, 2017 subject to the right of either Party to this Collective Agreement, within four (4) months immediately preceding the date of April 30, 2017, or immediately preceding the anniversary date in any year thereafter, by written notice to the other Party to commence collective bargaining with a view to the conclusion of a renewal or a 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 lock-out and such strike or lock-out 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.

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

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.

DATED AT _____ B.C. THIS _____ DAY OF _____ 2014.

**INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE**

**BRUNETTE MACHINERY COMPANY
INC.**

**WORKERS
VANCOUVER LODGE #692.**

PRINCE GEORGE, B.C.

Classifications	May 1/13	Nov 1/13	May 1/14	Nov 1/14	May 1/15	Nov 1/15	May 1/16	Nov 1/16
Journeyman Machinists	32.51	32.76	34.00	34.25	35.19	35.44	36.76	37.01
Journeyman Fitter	32.51	32.76	34.00	34.25	35.19	35.44	36.76	37.01
Journeyman Fabricator	32.51	32.76	34.00	34.25	35.19	35.44	36.76	37.01
Probationary Journeyman	29.31	29.56	30.71	30.96	31.83	32.08	33.30	33.55
Fitter Welder	31.00	31.25	32.45	32.70	33.61	33.86	35.13	35.38
Welder	29.75	30.00	31.15	31.40	32.29	32.54	33.77	34.02
Specialist	28.59	28.84	29.97	30.22	31.07	31.32	32.52	32.77
Helper	23.24	23.24	23.93	23.93	24.41	24.41	25.14	25.14
Labourer	16.94	16.94	17.45	17.45	17.80	17.80	18.33	18.33
Student	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00

CHARGE HAND - 7% above Journeyman Rate

LEAD HAND - 4% above Journeyman Rate

All Wages and Pension contributions are retroactive to the expiry date of the Collective Agreement.

PRESENT EMPLOYEES WHEN WORKING IN THESE CLASSIFICATIONS WILL MAINTAIN THEIR PRESENT WAGE RATES AND WILL RECEIVE THE INCREASES APPLYING TO THOSE RATES.

FIRST AID PREMIUM:

The designated First Aid Attendants (FAA) shall be paid a premium of .60¢ or .90¢ on their regular wage. In the event of a layoff, the company reserves the right to retain a FAA out of seniority in order to maintain coverage as per the WorkSafe BC requirements.

In the event of a layoff in a classification where more than one employee to be laid off is a FAA, the more senior FAA shall be retained. In the event of a layoff where FAA's are in different classifications the FAA to be retained will be based upon the operational requirements and may be done out of order of plant seniority.

In the event of absences (including illness, injury, LOA, or vacation) of the retained FAA, then a laid off FAA can be recalled and retained out of seniority for the duration of the absence.

If an employee with a valid first aid certificate is actively employed at time a designated FAA is laid off, that employee may elect to become Acting FAA until such time as its deemed not required anymore.

The Company will pay all costs associated, including time loss, for training as many first aid persons required by WorkSafe BC.

The company will pay the cost of first aid training for any non-probationary employee outside the WorkSafe BC requirement for Level 2 First Aid Tickets. It's understood the Company will not pay time loss for this voluntary training.

All employees will have an opportunity to take first aid training. Persons trained will be decided by seniority between the employees volunteering to take the training.

First Aid Premium:

Level 2 Ticket - Sixty (\$.60) cents per hour above employees wage rate.

Level 3 Ticket – If required - Ninety (\$.90) cents per hour above employees wage rate.

FOUR YEAR APPRENTICESHIP:

Start to 6 months	60% of Journeyperson Rate
6 months to 12 months -	65% " " " "
12 months to 18 months -	70% " " " "
18 months to 24 months -	75% " " " "
24 months to 30 months -	80% " " " "
30 months to 36 months -	85% " " " "
36 months to 42 months -	90% " " " "
42 months to 48 months -	95% " " " "

CLASSIFICATION DEFINITIONS

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

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.

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/her work is so recognized by the Company.

JOURNEYPERSON: a Journeyperson 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.

A Journeyperson-Tradesperson 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 Journeyperson-Tradesperson 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, the Companies and the Department of Labour, PROVIDED they can fulfil the requirements of the International Association of Machinists' Constitution and the Bylaws of Vancouver Lodge 692.

PROBATIONARY JOURNEYPERSON: is one whose ability and qualifications to carry out any work in his/her trade are unknown to the Company at the time of employment. A three (3) months' probationary period will allow him to train up to Journeyperson standards, during which time he/she will become a Journeyperson, reclassified or terminated.

PRODUCTION MACHINISTS AND PRODUCTION FITTER: classifications are for those employees unable to meet Journeyperson standards but are capable of production work.

WELDER: a welder 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 and/or relevant information and supervision.

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, do-all saws, or other similar machines.

HELPER: is an employee working in the Machine or Metal Industry in any of its branches or subdivisions and assigned to assist a Journeyperson in the Machinist Trade in the performance of his/her duties.

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.

Students duties shall be general clean-up, stock room or crib assistants, or other similar duties. 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.

Students shall as a condition of employment pay Union dues while so employed.

For larger shops three (3) students may be employed.

LABOURERS: Labourers will be hired for General Plant Clean-Up, and will not be employed to displace Helpers.

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

**AND: BRUNETTE MACHINERY COMPANY INC.
Prince George, B.C.**

RE: OPERATING MORE THAN ONE MACHINE

It is understood and agreed that operators of the following machines can be expected to operate more than one machine:

- (a) All machines with an automatic cycle.
- (b) All gear cutting equipment.
- (c) All N.C. Machinery

DATED AT _____ B.C. THIS _____ DAY OF _____ 2014.

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

**BRUNETTE MACHINERY COMPANY
INC.
PRINCE GEORGE, B.C.**

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

**AND: BRUNETTE MACHINERY COMPANY INC.
Prince George, B.C.**

**RE: CLARIFICATION OF SHIFT PREMIUM/DIFFERENTIAL
CALCULATION PERTAINING TO OVERTIME, VACATION PAY AND
STATUTORY HOLIDAY PAY**

For the purposes of clarification, it is understood and agreed that:

1. Shift premiums, as provided under Article 4.03 and Article 4.04, will be paid in addition to double time paid for overtime worked on the second and third shifts. Only the base rate will double, not the shift differential.
2. Vacation pay will be paid at the regular classified rate provided under Appendix "A" when the employee is on a paid vacation. Shift premiums and/or differentials are a component of gross earnings and will thus be included when calculating vacation pay as a percentage of gross earnings.
3. Employees who work the second or third shift more than 50% of the time (calculated over the immediately prior six month period) will receive shift premiums and/or differentials included in their statutory holiday pay.

DATED AT _____ B.C. THIS _____ DAY OF _____ 2014.

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

**BRUNETTE MACHINERY COMPANY
INC.
PRINCE GEORGE, B.C.**
