COLLECTIVE AGREEMENT

between

WESTERN SCALE CO. LTD.

and

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS

VANCOUVER LODGE #692

NOVEMBER 1, 2013 - OCTOBER 31, 2016

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COLLECTIVE AGREEMENT

BY AND BETWEEN:

WESTERN SCALE CO. LTD.

(hereinafter referred to as the "Company"

OF THE FIRST PART

<u>AND</u>:

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

(hereinafter referred to as the "Union"

OF THE SECOND PART

DATE AND REFERENCE

The Agreement shall be dated for reference November 1, 2013.

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:

<u>GENERAL PURPOSE</u>:

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

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

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ARTICLE 1 - BARGAINING AGENCY

- **1.01** The Company recognizes the Union as the sole bargaining agency for its employees, as duly certified under the Labour Relations Code of British Columbia, for the purpose of collective bargaining with respect to rates of pay, hours of employment and all other working conditions.
- **1.02** The Representatives of the Union may have access to the Company's shops or yards by applying for permission through the office, provided that employees are not caused to neglect their work.
- **1.03** The Company agrees that as a condition of continued employment, all employees who are or may be covered by the Certificate of Bargaining Authority issued to the Union by the Labour Relations Code of the Province of British Columbia must become members of the Union within thirty (30) calendar days of commencing employment and remain members during the life of this Agreement.
- **1.04** All present and new full-time employees of the Company who are or may be covered by the Certificate of Bargaining Authority issued to the Union by the Labour Relations Code of the Province of British Columbia shall pay to the Union, as a condition of employment, and not later than thirty (30) calendar days after the commencement of his employment, dues, initiation and/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 By-Laws.
- **1.05** Notwithstanding the provisions of Article 1, Section 4, preceding, the Company shall deduct from each new employee an amount equal to the Union dues from the employee's first payroll cheque after completion of five (5) days of work in a calendar month and add that employee's name and the said amount to the closest applicable check-off; i.e., if the check-off for that month has not been remitted, to that check-off; if the month's check-off has been remitted, it shall be added to the following month's check-off, and shown as the previous month worked.
- **1.06** All deductions as required under Article 1, Section 4 and 5 shall be made in each calendar month the employee is employed by the Company.

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

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

1.07 The term "employee" as used in and for the purpose of this Agreement shall include all persons employed in the Company's operations and as covered by the Provincial Government Certification and without restricting the generality of the foregoing shall not include foremen and those having authority to hire or discharge employees, office workers, supervisory officials, salesmen, watchmen.

ARTICLE 2 - MANAGEMENT

- **2.01** The management and operation of the plants and the direction of the working forces are vested exclusively in the Company.
- **2.02** The Company has and shall retain the right to select its employees, to hire, discharge, classify, transfer, promote, demote or discipline them; subject to the Grievance and Seniority procedures enumerated in Articles 5, 6 and 7 of this Agreement.
- **2.03** 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 3 - HOURS OF WORK AND OVERTIME

- **3.01** The starting and stopping time on standard shifts, as well as the meal period shall be mutually arranged by the Company and the Union, it being understood that the meal period shall not be less than thirty (30) minutes.
- **3.02** 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 6:00 p.m. no split shifts except the AFCE employees may be employed on four (4) consecutive days of ten (10) hours per day. All reference to the eight (8) hour day applies the same to the ten (10) hour day.
- **3.03** 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 (8) hours will be paid, and a shift premium of Twenty cents (\$.20) per hour shall be added to the Classified hourly rate.
- **3.04** If a third shift is employed, the hours of work shall be seven (7) hours per shift for which eight (8) hours will be paid, and a shift premium of Thirty cents (\$.30) per hour shall be added to the Classified hourly rate.
- **3.05** Five (5) shifts, Monday to Friday inclusive shall constitute a regular week's work on all shifts.
- **3.06** All hours worked outside the standard hours and outside the established shift hours shall be considered overtime and shall be paid for at the appropriate overtime rates.
 - (a) All overtime shall be paid for at double time rates.
 - (b) Double time for all work performed on Saturdays and Sundays.
 - (c) Double time for all work performed on Statutory Holidays as enumerated in Article 9 of this Agreement.
- **NOTE:** If an employee works on a Statutory Holiday as provided for in Article 9.01, he will be paid double rate for the time worked on the Statutory Holiday, and in addition, if he qualifies, he will be paid eight (8) hours at his regular straight-time rate for the Statutory Holiday as provided for in Article 9.01.

- **3.07** Employees called in before the regular starting time shall be paid at double time rates for time worked prior to their regular starting time.
- **3.08** <u>CALL TIME</u>. All employees called in to work after normal shift hours during the week shall be guaranteed three (3) hours' pay at double time rates. Employees called in to work Saturdays, Sundays and Statutory Holidays shall be guaranteed four (4) hours' pay at double time rates, plus any Statutory Holiday Pay that is applicable.
- NOTE: Hours worked in excess of the above guarantee shall be paid for at double time rates.
- **3.09** WORK DURING LUNCH PERIOD. If an employee is required to work during his regular lunch break period, he will receive pay at the rate of time and one-half in the event that he is not allowed within one-half hour his full lunch period to consume his meal.
- **3.10 OVERTIME MEALS.** Employees who are requested to work more than two (2) hours overtime after completion of their regular shift will be provided Six dollars and fifty cents (\$6.50) for a meal to be eaten on Company time which shall count as time worked. The preceding conditions shall apply every four (4) hours of work thereafter. The minimum time for eating a meal shall be one-half (1/2) hour. If 11.08 (b) is provided the above does not apply.
- **3.11 SHIFT BREAK.** It is intended that every employee shall have a full shift break between shifts. In the event that an employee is recalled to work before such shift break has elapsed, he shall be considered as still working on his previous shift and shall be paid the appropriate overtime rates for work performed after recall. No employee shall be permitted to resume work of his own accord until a full shift break has elapsed.

<u>**CLARIFICATION.</u>** 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.</u>

- **3.12** (a) Subject to the exceptions set forth in this Section, any employee reporting for work on his regular shift shall receive a minimum of four (4) hours' pay at his regular wage rate.
 - b) Any employee completing the first half of his regular shift, and who commences work on the second half of his regular shift, shall receive a minimum of eight (8) hours' pay at his regular rate, for a total of eight (8) hours' pay.

<u>PROVIDED THAT</u> if four or eight hours (a) or (b) preceding is not available at his regular job, the employee shall perform such temporary work as may be assigned to him to qualify for such pay.

The provisions of this Section shall not apply in the event of an emergency such as fire, flood, power failure, etc., beyond the control of the Company, or if:

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

- **3.13** In order to bring about a stabilization of employment and to provide employees with a greater degree of job security, the Company agrees whenever feasible to eliminate overtime.
- **3.14** <u>ADDITIONAL SHIFTS</u>. If an employee is required to change shift more than once in a calendar week, he will be paid at double rate for the balance of the week, unless the second change is to return to his original shift.
- **3.15** <u>NOTICE OF SHIFT CHANGE</u> The Company will give employees forty-eight (48) hours' notice of shift change. In the event the Company fails to provide forty-eight (48) hours' notice the first day worked on the changed shift shall be at double time pay.

The forty-eight (48) hours' notice and double time pay will be exempt when time will not permit. Example: Company or customer break-downs and repairs, absences requiring the moving of employees to man a shift.

- **3.16** <u>**TUESDAY TO SATURDAY WORK WEEK**</u> For those plants with equipment requirements for a maintenance crew on a Tuesday to Saturday basis, the following shall apply:
 - (a) Five (5) consecutive eight hour day shifts Tuesday to Saturday inclusive shall constitute the regular work week of this shift.
 - (b) Sundays and Mondays shall be regular consecutive days off for this shift and any work performed on these days off shall be paid at the overtime rates and conditions as provided for in this Collective Agreement.
 - (c) Maintenance employees on Tuesday to Saturday shift, shall not perform on production processes on Saturday.
 - (d) The numbers of maintenance crew employed on Tuesday to Saturday work week shall be limited to meet the maintenance of equipment requirements of the Company.
 - (e) Employees working the Tuesday to Saturday shift will be paid Twenty five (\$.25) cents per hour over their regular Classification rate for each hour worked on this shift.
- **3.17** <u>WASH-UP AND TOOL STOWAGE</u> Employees shall be allowed five (5) minutes for personal clean-up and stowage of tools prior to the end of each shift.

ARTICLE 4 - WORKING CONDITIONS

- **4.01** Employees shall take orders only from their respective foreman, or from the general management when foremen are not immediately available.
- **4.02** 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.

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

4.04 <u>Harassment Free Workplace:</u>

The Company will ensure a Harassment free workplace. This will include but not limit conduct that has the purpose or the effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, humiliating or offensive working environment.

ARTICLE 5 - GRIEVANCES AND COMPLAINTS

- **5.02** An honest effort to settle all grievances without stoppage of work shall be made in the following manner:
 - (a) By the aggrieved party with the Shop Steward and the Foreman.
 - (b) Failing settlement within five (5) days, the employee and/or his representative shall endeavour to settle the matter with the Department Head.
 - (c) Should no satisfactory settlement be reached within seven (7) days, the employee's representative will discuss the grievance with the Management.
 - (d) When grievances cannot be finally adjusted by the Company and the Union representatives, the matter shall be submitted, within seven (7) days, to a single arbitrator as hereafter provided.
- **NOTE:** All grievances and complaints not settled by the foreman shall be reduced to writing by the employee(s) and filed with the Company through the Shop Steward or Shop Committee within ten (10) days of occurrence. Any grievance or complaint not so filed shall be deemed to have been waived and shall not be entitled to consideration.

ARTICLE 6 - ARBITRATION

- 6.01 (a) The Party desiring arbitration shall appoint a member for the Board and shall notify the other Party in writing of the name and address of the person so appointed and particulars of the matter in dispute.
 - (b) The Party receiving the notice shall within five (5) days thereafter appoint a member for the Board and notify the other Party of its appointment.
 - (c) The two arbitrators so appointed shall confer to select a third person to be Chairperson and failing for three (3) days from the appointment of the second of them to agree upon a person willing to act, either of them may apply to the Honourable, the Minister of Labour, to appoint such third member.

- **6.02** The Arbitration Board shall sit, hear the Parties, settle the terms of the question to be arbitrated, and make its award within ten (10) days from the date of the appointment of the Chairperson, provided the time may be extended by agreement of the parties.
- **6.03** If the Arbitration Board finds that an employee has been unjustly suspended, discharged, or laid-off, that employee shall be reinstated by the Company without loss of pay and with all his rights, benefits and privileges which he would have enjoyed if the suspension, discharge or lay-off had not taken place.
- **PROVIDED THAT:** If it is shown to the Board that the employee has been in receipt of wages during the period between discharge, suspension or lay-off and reinstatement, the amount so received shall be deducted from wages payable by the employer pursuant to this Clause,
- **AND PROVIDED THAT:** The Arbitration Board shall have authority to order the Employer to pay less than the full amount of wages lost, if, in the opinion of the Board, such lesser sum is fair and reasonable.
- **6.04** The Arbitration Board shall have the power to determine whether a particular issue is arbitrable under this Agreement.
- **6.05** If the award of the Arbitration Board is subsequently set aside by a Court of competent jurisdiction, the question shall, at the request of either Party, be submitted to another Arbitration Board appointed pursuant to and with all the powers provided by this Clause.
- 6.06 The expenses and remuneration of the Chairperson shall be paid by the Parties in equal shares.
- **6.07** Without restricting the specific powers hereinbefore mentioned the Arbitration Board shall have all the general powers of an Arbitration Board.

ARTICLE 7 - SENIORITY

- **7.01** Upon request the Company will, every six (6) months provide the Union and the Shop Steward with an up-to-date list of all employees covered by this Agreement showing the date when each commenced his employment with the Company.
- **7.02** (a) When a new employee is hired, it is agreed that he shall be on probation for thirty (30) 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. If requested by the Company, a thirty (30) day extension may be granted.
 - (b) Notwithstanding the above, when a new employee is hired for the Electrical Department, it is agreed that he shall be on probation for ninety (90) 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.

- **7.03** An employee re-entering the employ of the Company within six (6) months after his right to recall has expired will not be subject to another probationary period.
- **7.04** In the event of layoffs, seniority shall be recognized. The principle of last man on, first man off, shall prevail, subject to job classification, ability and efficiency.

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

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

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

Period of Seniority:

- less than 12 months	- 6 months retention
- over 12 & less than 48 months	- 12 months retention
- over 48 months	- 24 months retention

- **7.06** When vacancies occur, the Company shall rehire laid-off employees according to their seniority, and the principle of last man off, first man on shall prevail, subject to their classification, ability and efficiency. The Company shall make personal contact with laid-off employees and confirm by Registered Mail.
- **7.07** When new jobs are available, wherever possible, the Company will promote employees to a better-paying job. Seniority, qualifications and ability to be considered.
- 7.08 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.
 - 4. Lay-off up to three (3) months (cumulative in a vacation year).

(This provides accumulation of seniority for vacation eligibility purposes.)

- 7.09 Seniority will be maintained, but not accumulated during absence due to:
 - 1. Temporary illness or non-occupational accident exceeding twenty-six (26) weeks.
 - 2. Authorized leave-of-absence.

- 3. Lay-off in excess of three (3) months (cumulative in a vacation year.
- **7.10** Seniority will be broken by:
 - l. 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 the Agreement.
 - 5. Lay-off exceeding the employee's seniority retention period.

ARTICLE 8 - VACATIONS

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

<u>Years of Continuous Service</u>	Vacation Period	<u>Vacation Pay</u> (Calculated at current rate of pay Based on Gross Earnings)
- 1 Year but less than 3 years	Two Weeks	4%
- 3 Years but less than 9 years	Three Weeks	6%
- 9 Years but less than 20 years	Four Weeks	8%
- 20 Years or greater	Five Weeks	10%

- (a) Employees with less than three (3) years service with the Company shall receive vacations with pay in accordance with the Annual Holidays with Pay Act of the Province of British Columbia.
- (b) Employees with three (3) to nine (9) years service with the Company shall receive three (3) weeks vacation with pay.
- **Note:** The three (3) weeks are not to be taken consecutively. The third week to be taken at a mutually agreeable time between the employee and the company.
 - (c) Employees with nine (9) to twenty (20) years service shall receive four (4) weeks vacation with pay.
 - (d) Employees with twenty (20) or more years of service with the Company shall receive five (5) weeks vacation with pay.

- **8.02** Two (2) weeks vacation will, as far as practicable, be granted during the period 15th June to 15th September to conform with the wish of the employee concerned and the convenience of the employer, having regard to the necessity of maintaining production.
- **8.03** In the event of termination of service with the Company, after he had his vacation he earned for the previous year, he shall receive four (4%) percent, six (6%) percent, eight (8%) percent or ten (10%) percent, when applicable as the case may be, for his pay for the year in which he ends his employment for which no vacation has been paid.
- **8.04** 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 the consent of the employee concerned.
- **8.05** Each employee shall be required to take the full annual vacation period that he is entitled to under the provisions of this Agreement in the current year.
- **8.06** The vacation pay shall be drawn on the working day preceding the vacation period providing that the payroll office has received a completed and authorized vacation form two weeks prior to the payday.
- **8.07** Vacation eligibility is resolved on the principle that the employee receives all vacation and vacation pay earned.
- **8.08** Vacation eligibility lists showing the current accumulated service of each employee shall be prepared prior to each vacation period, a copy of which shall be supplied to the Union.
- **8.09** For the purpose of determining an employee's eligibility, the following will apply:

The service for purpose of determining vacations of each employee covered by this Agreement shall be established after a probation period of thirty (30) calendar days from the date of employment and shall be calculated from date of employment.

- **8.10** The Company shall pay vacation pay by direct deposit and will be calculated on the same deposit as the regular pay for that pay period. If the Vacation pay is for a longer duration than the balance of a full pay period, the Company shall then pay vacation pay on a separate deposit.
- **8.11** Vacation eligibility will be adjusted to the cut-off date of June 30th in the year an employee becomes entitled to additional vacations.

This means that an employee's anniversary date of commencing employment will be adjusted to the payroll cut-off date of June 30th in the year he becomes eligible for additional vacations.

EXAMPLE: An employee presently qualifies for 3 weeks vacation. In this case there would be no adjustment necessary as he already qualifies. A year from now this same employee may qualify for the next step of 4 weeks vacation, and at that time he would be adjusted to the payroll cut-off date of June 30th. When the adjustment is made the same employee would qualify in subsequent years with no further adjustment, until he qualifies for 5 weeks vacation with pay.

ARTICLE 9 - STATUTORY HOLIDAYS

- **9.01** All employees covered by this Agreement shall receive eight (8) hours pay at their regular straight time rates for each of the following Statutory Holidays, in addition to any wages which they may be in receipt of as enumerated in Article 3.06 of this Agreement.
 - New Year's Day
 Family Day
 Good Friday
 Easter Monday
 Victoria Day
 Dominion Day
 B.C. Day

- 8. Labour Day
- 9. Thanksgiving Day
- 10. Remembrance Day
- 11. Christmas Day
- 12. Boxing Day
- 13. Floating Statutory Holiday
- **9.02** The day observed or celebrated by the Nation or Province shall be considered the Holiday, with the provision that when Statutory Holidays fall on a Saturday or Sunday, they will be celebrated on Monday, and when they fall on consecutive Saturday and Sunday or consecutive Sunday and Monday, they will be celebrated on the following Monday and Tuesday.
- **9.03 <u>FLOATING STATUTORY HOLIDAY</u>** The 13th, guaranteed Statutory Holiday with pay shall be granted to all employees who qualify with the provisions contained in Article 9 of this Agreement.

This Floating Holiday is to cover those situations where a regular Statutory Holiday falls on a Thursday and/or a Tuesday, and the Monday and/or Friday would be a regular working day.

In any calendar year where the preceding situation does not exist, a mutually acceptable day will be chosen.

The selected day will be posted on the Shop Bulletin Board and celebrated on a plant-wide basis.

The Company and the Union may by mutual consent agree to an alternate method of taking the floating Statutory Holiday to enable the Company to remain open for required customer service.

9.04 And any other Statutory Holiday declared, proclaimed or celebrated by the Federal and/or Provincial Government shall be paid for on the same basis.

In order to qualify for eight (8) hours' pay for a Statutory Holiday as enumerated in Sub-Section 9.01 and 9.02 the employee must have:

- 1. Thirty (30) calendar days' employment with the Company.
- 2. Worked any part of the regularly-scheduled work day prior to and the first regularly-scheduled work day following the holiday. Exceptions to the foregoing shall be made in cases where the following conditions prevail:
 - (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 and/or termination of services 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 10 - WAGES

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

ARTICLE 11 - GENERAL PROVISIONS

- **11.01** Any employee suffering injury while in the employ of the Company must report immediately to the First Aid Department, or as soon thereafter as possible, and also report to this Department upon returning to work. A copy of the employee's accident report will be supplied to him on request. If the injured employee is not able to work the balance of the shift, the Company will pay his normal daily earnings for the day of the injury.
- **11.02** Free transportation to the nearest doctor or hospital will be arranged by the Company.
- **11.03** 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.
- **11.04** 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.
- **11.05** No employee will be paid off until he produces a receipt for any Company-owned tools or equipment which have been issued to him.
- **11.06** A Notice Board will be provided for the posting of all official Union notices exclusively, and not to be used for disseminating political propaganda. All notices shall be submitted to a Company official for approval before posting.

11.07 TRAVEL TIME

(a) When an employee is required to work at points outside Port Coquitlam (or outside the limits of the following areas for those shops located in Burnaby, New Westminster and Langley), he shall receive travelling time on the following basis:

Travel time during the employee's regular shift hours, Monday to Friday, inclusive, will be paid for at straight time.

Travel time authorized by the Company or the customer outside the employee's regular shift hours, Monday to Friday will be paid for at time and one-half up to a maximum of eight (8) hours in any twenty-four (24) hour period.

All travel time for Saturday and Sunday and any Holiday will be paid for a 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 first class 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.

- (b) Employees driving the Company's or their own vehicles after the regular shift shall be paid overtime rates.
- 11.08 (a) In going to work outside the limits of Port Coquitlam (or outside the limits of the following areas for those shops located in Burnaby, New Westminster and Langley) and returning daily, men shall be at such limits at the starting time and allowed time to return to such city limits at the close of the work day. They shall be paid all fares to and from the city limits to place of work, or alternatively be supplied with transportation by the Employer. It is understood that where employees reside in the city where the work is being done, that they shall report to and finish work at the regular starting and stopping time.
 - (b) <u>Out-of-town Allowance:</u>

The Company will pay to each employee a meal allowance of ten (\$10.00) dollars for each breakfast and/or lunch and fifteen (\$15.00) dollars for each dinner, plus hotel accommodations. In areas where the rate for reasonable meals are more expensive than the aforementioned then the employee will obtain a receipt to submit to the Company for reimbursement.

Employees must submit a hotel room receipt to the Company.

- **11.09** Employees who are assigned and/or engaged or hired for installation of machinery, in conjunction with the Building Trades, shall receive the going Construction rate of wages for the duration of that job. In addition he shall receive traveling time, fares, accommodation, and board, as enumerated in the current Construction Agreement.
- **11.10 BEREAVEMENT PAY.** In the case of death in the immediate family of an employee, husband, wife, child, mother, father, brother, sister, mother-in-law, father-in-law, grandparents or grandchildren the Company will grant the employee two (2) days' leave-of-absence with his regular Classification pay if he attends or arranges for the funeral or three (3) days if the funeral is held outside the Lower Mainland.
- **11.11** JURY DUTY. If an employee is called or selected for Jury Duty and/or called as a subpoenaed witness for the Company, the Company shall make up the difference of the employee's regular pay and the amount received for such jury duty, and if called as a witness, as described above, the employee shall receive his regular pay while absent from work. If an employee is called for jury duty but not selected he will return to work within a reasonable length of time.

- **11.12** <u>MOONLIGHTING</u>. The Company and the Union agree in principle to eliminate the practice commonly known as "moonlighting". The term "moonlighting" shall refer to an employee who regularly makes a practice of working for two or more employers and for the purpose of this Agreement, the term "moonlighting" shall also refer to employees who take employment of any sort during their annual vacation:
 - (a) When this practice affects the Company's business or the employee's ability to perform his job, it shall be cause for reprimand or dismissal.
 - (b) When this practice affects the Union, the Company agrees to cooperate with the Union in reprimand and/or dismissal.
- **11.13** The employees employed in this plant will elect one Union Member from each shift and each separate shop who will be known as Shop Steward or Shop Committee, and in no case shall this Committee be comprised of more than three (3) employees. The Union agrees to officially notify the Management in writing of the employees selected as Shop Stewards, and will also notify them promptly when there is any change in representation. 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.
- **11.14** 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.
- **11.15** The Company will supply suitable accommodation where employees may have their lunch.
- **11.16** Wages will be paid on Company time. These will be delivered to the employees at their respective work stations in time for cashing in normal city banking hours of the pay week.
- **11.17 SANITARY FACILITIES.** Sanitary facilities shall be provided by the Company in accordance with the British Columbia Factories Act and the Regulations to the said Act. Employees will cooperate by observing the simple rules of cleanliness.
- **11.18** <u>WELDERS' GLOVES</u>. The Company will supply welders' gloves to those employees working in this Classification, at no cost to the employee.
- **11.19 COURSE TUITION AND TEST FEES.** On completion of course the Company will pay tuition and test fees for those courses and tests pertaining to the trade of the employees covered by this Collective Agreement. The employees shall make a request to the Company for the Company's approval before taking such courses or tests. Such approval shall not be unreasonably withheld. Uncompleted courses will be paid for by the Company if due to work assignments.

Employees who cease their employment of their own volition within twelve (12) months upon completing a course will be required to reimburse all associated costs of the course to the employer.

Associated cost means cost of course, hourly wage paid while on leave, and any travel expenses paid.

- **11.20** <u>**COFFEE CONSUMPTION.**</u> Coffee consumption of fifteen (15) minutes duration will be allowed in each half shift. Operations will continue wherever practicable.
- **11.21** <u>**EMPLOYEES WORKING ALONE**</u> No employee covered by this Agreement shall be required to operate a machine while alone on any shift or any overtime work.
- **11.22** <u>**LEAVE OF ABSENCE.**</u> Upon written request of an employee, the Company may grant a leave of absence without pay for justifiable reasons. Said leave of absence not to exceed three (3) calendar months. Any leave granted hereunder shall be in writing and a copy given to the Shop Steward. During the term of any leave of absence granted to an employee, the employee shall not perform work of any nature for wages, and performance of any such work may result in immediate termination of leave of absence and employment with the Company. This will not apply to leave of absence relating to Union business.
- **11.23** <u>LOSS OF TOOLS</u>. The Company will replace employees' 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.
- **11.24 SPRAY PAINTING.** Employees employed over two (2) hours per day at spray painting will be paid One dollar (\$1.00) per hour in addition to their regular classified rate.
- **11.25** <u>USE OF EMPLOYEE CARS.</u> 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 (\$.50) cents per kilometer for the first 5,000 kilometers and forty-four (\$.44) cents over 5,000 kilometers with a minimum of ten (10) kilometers payment.

It will not be a violation of this Agreement for an employee to refuse to use his motor vehicle on Company business.

An employee will arrange with the Company for adequate insurance coverage before using his motor vehicle on Company business.

11.26 SAFETY BOOT ALLOWANCE Employees with twelve (12) months service will be reimbursed an amount up to One Hundred and forty-five (\$145.00) dollars per year accumulative to a maximum of two (2) years, for the purchase of WorkSafeBC approved protective footwear for each employee required to wear safety footwear on the job. When claiming reimbursement under this provision, the employee is required to submit a receipt or other proof of purchase.

11.27 <u>SEVERANCE PAY</u>

The Company shall not terminate an employee without giving the employee notice in writing or severance pay equal to the period of notice:

- (A) Two (2) weeks to employees with six (6) consecutive months or more of employment with the Company.
- (B) One (1) additional week to employees with three (3) consecutive years of employment and one (1) additional week for each subsequent completed year of employment up to a maximum of eight (8) weeks.
- **11.28** The Company agrees that should any employee classified in this agreement be also employed in the capacity of a First Aid Person and holding an unexpired Industrial First Aid Certificate, he shall receive twenty-five cents (\$0.25) per hour in addition to his regular wage. This additional payment, however, shall not be recognized in the computation of the employee's hourly rate. The Company further agrees to reimburse appointed First Aid Persons for the cost of the tuition of the required First Aid course upon successful completion of the course.

Note: This is not intended to reimburse people who already hold a First Aid Ticket. **Note:** First Aid Person can be selected from non-union or union staff.

11.29 The Company shall reimburse employees for the purchase and/or replacement of rain gear when it is required in the performance of their duties with prior approval from Management as to type and price. When claiming reimbursement under this provision, the employee is required to submit a receipt or

other proof of purchase. In case of replacement, old gear must be submitted.

Rain gear shall be provided to the following classifications:

- 1. Service Technicians.
- 2. Welders (where required).
- 3. AFCE Technicians light duty gear.

ARTICLE 12 - MEDICAL CARE PLAN

The Company shall pay 100% of the premiums of the Medical Services Plan of B.C. as provided by the Medical Services Act of British Columbia. This Plan shall be made available to all employees covered by this Collective Agreement.

ARTICLE 13 - DENTAL PLAN

An Approved Dental Plan as follows:

- Coverage: Basic Den	tal	100%				
(Unlimited annu	(Unlimited annual benefit. Covers exams and cleaning twice per year)					
- Prosthetic Appliances,	Crowns & Bridges	60%				
(Maximum annual benefit \$2,000.00)						
- Orthodontia		50%				
(\$1500.00 Lifetime Limit)						
- Premium:	Employer	100%				
- Participation	A condition of employment.					

- Effective - First of the month following one month's employment.

ARTICLE 13A - PREMIUMS

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

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

ARTICLE 13B - INSURANCE

The Company shall provide all employees with the following:

Life Insurance - \$50,000 (Coverage 24 Hours)

A.D. & D. - \$50,000

Weekly Indemnity:

An amount equal to 66 and 2/3% of the weekly earnings of the employee up to a maximum of 66 and 2/3% of the maximum amount of weekly insurable earnings as specified in the provisions of the Unemployment Insurance Act and regulations thereof in effect at the commencement of total disability on a 1-4-17 basis .

Optical Coverage - \$250.00 per Family member per 24 months period. (For the purpose of this Article, immediate family means husband, wife, common law spouse, children or legal guardian of the employee up to the age of 18 or age 21 while they are a full time student.) Effective – First of the month following twelve (12) month's employment.

Extended Health Benefits - equal to or better as provided by Pacific Blue Cross.

Premiums - Employer pay 100%.

The above benefit coverage becomes effective the first of the month following three months of employment excepting Extended Health Benefits become effective the first of the month following one (1) month's employment.

ARTICLE 13C- IMMUNIZATION

Immunization for Hepatitis "A", Hepatitis "B" and Influenza shall be provided for field personnel at no cost to the employees with prior approval.

ARTICLE 13D – PENSION PLAN

For all hours or portion thereof for which an employee receives pay the Company shall make contributions set forth in Appendix "A" to the Machinists Pension Plan, Lodge 692 for all employees covered by this Collective Agreement

Pension contributions will be paid on an employee's pensionable earnings for the Vacation years of August, 2005 to September 30, 2007.

This will not apply to any outstanding vacation that has been brought forward prior to August 1, 2005.

Pension contributions do not apply to earnings from WCB benefits or Weekly Indemnity Plan benefits.

ARTICLE 14 - SICK LEAVE

- **14.01** Employees with one or more years' service with the Company shall receive sick leave credit of forty-eight (48) hours, (six (6) working days).
- **14.02** Employees with less than one years' service with the Company shall receive sick leave credit of two (2) hours per month, accumulative to a maximum of twenty-four (24) hours, (three (3) working days).
- **14.03** Sick leave credits for new employees shall commence after sixty (60) calendar days of employment with the Company and credited from his employment date.
- **14.04** The Company shall, to the extent that sick leave credits are available, pay to an employee who reports sick on a regular work day, the equivalent of the wages he would have earned at his classified rate of pay for his normal hours of work and reduce his sick leave credits by the number of hours that correspond with the number of hours that he would normally work. Sick time shall be subject to the following provisions:
 - 1. Sick leave shall be granted for an employee's personal use only.
 - 2. An employee who reports sick during any day will have his sick leave allotment reduced by the number of hours not worked during that day.
 - 3. Sick time is not to be used for any purpose other than legitimate illness.
 - 4. All absence due to illness of a duration of more than two consecutive scheduled work days shall require a doctor's certificate to an employee's department manager.
 - 5. It is the responsibility of an employee to immediately notify his department supervisor of absence due to illness. If there is no notification, absence may be considered absence without pay.
 - 6. In computing time served with the Company for the purpose of determining eligibility for sick time with pay, it will be governed by an employee's commencement date with the Company.
 - 7. No pay or allowance will be made in lieu of sick time.

ARTICLE 15 - SAVINGS CLAUSES

- **15.01** No provision of this Agreement shall be used to remove working conditions or reduce wages presently in force.
- **15.02** <u>ARTICLE HEADING CLAUSE</u>. 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.

- **15.03** 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.
- **15.04** It shall not be a violation of this Collective Agreement if members of this Union respect and/or honour a legal picket line.
- **15.05** 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.
- **15.06** WORK RETENTION AND SUB-CONTRACTING. Where the Company's facilities, space and trained personnel are available, the Company shall endeavour to continue to have all work which is presently performed by employees of the Bargaining Unit, retained and performed by employees of the Bargaining Unit.

Where work must be performed by others, the Company shall endeavour wherever possible to have its sub-contract work performed by a Union Shop.

15.07 SAFETY COMMITTEE 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 WorkSafeBC.

ARTICLE 16 - DURATION OF AGREEMENT

A. This Agreement shall be in full force and effect from and including November 1, 2013 to and including October 31, 2016 subject to the right of either party to this Collective Agreement within four (4) months immediately preceding the date of October 31, 2016 or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of this Collective Agreement or a new Collective Agreement.

Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike, or the Company shall give notice of lockout and such strike or lockout takes place and/or either party gives notice of termination, or the parties shall conclude a renewal or revision of the Collective Agreement or a new Collective Agreement. The operation of Section 50 (2 & 3) of the Labour Relations Code 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 "PORT COQUITLAM", B.C. THIS _____DAY OF _____2014.

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS VANCOUVER LODGE 692

WESTERN SCALE CO. LTD. PORT COQUITLAM, B.C.

Business Representative

APPENDIX "A"
WESTERN SCALE CO. LTD. – WAGE RATES

Classification	Wage rate Nov. 1/13 Per. Hour	Pension Rate Nov. 1/13 Per. Hour	Wage rate Nov. 1/14 Per. Hour	Pension Rate Nov. 1/14 Per. Hour	Wage rate Nov. 1/15 Per. Hour	Pension Rate Nov. 1/15 Per. Hour
ELECTRICAL TECHNICAN 1	18.70	.71	19.17	.76	19.65	.81
ELECTRICAL TECHNICAN 2	23.68	.86	24.27	.91	24.88	.96
ELECTRICAL TECHNICAN 3	26.95	.96	27.62	1.01	28.31	1.06
ELECTRICAL TECHNICAN 4	31.15	1.08	31.93	1.13	32.73	1.18
JOURNEYMAN STEEL FABRICATOR	32.42	1.12	33.23	1.17	34.06	1.22
WELDER C.W.B.	31.28	1.08	32.06	1.13	32.86	1.18
PROBATIONARY WELDER (1-3 Months)	29.17	1.02	29.90	1.07	30.65	1.12
WELDERS HELPER	19.29	.73	19.77	.78	20.26	.83
ELECTRONICS ASSEMBLER 1	17.76	.69	18.20	.74	18.66	.79
ELECTRONICS ASSEMBLER 2	19.60	.74	20.09	.79	20.59	.84
ELECTRONICS ASSEMBLER 3	21.50	.80	22.04	.85	22.59	.90
ELECTRONICS ASSEMBLER 4	26.30	.94	26.96	.99	27.63	1.04
AFCE TECHNICIAN	21.44	.80	21.98	.85	22.53	.90
HANDYMAN	18.35	.71	18.81	.76	19.28	.81
SERVICE TECHNICIAN 1	31.17	1.08	31.95	1.13	32.75	1.18
SERVICE TECHNICIAN 2	90-100%		1		1	L

TRAINING RATES FOR SERVICE TECHNICIANS

Start to 6 months	60% c	f Jou	rneyma	n Rate
6 months to12 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%	"	"	"

Note: See Service Positions for remaining rates.

An employee transferring from another classification shall be placed on the training rates scale without suffering a wage loss i.e., if the employee is presently receiving wages equal to 68% of Technician I, he/she would be placed at the 70% level.

Chargehand (above employees regular job rate) .60 .40

Leadhand (above employees regular job rate

Note #1: Welders with three (3) years Company experience: Employees with three (3) years welding experience with the Company and who have performed their duties to the satisfaction of their supervisor or foreman will receive the Journeyman Steel Fabricator rate.

APPENDIX "B"- CLASSIFICATIONS

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

- 1. **<u>CHARGE HAND</u>** is an employee who is assigned to instruct others in the performance of their work and may be held responsible for the quality and quantity of the work.
- 2. **LEAD HAND** is an employee who is able and willing to instruct others in the performance of their work, or who because of exceptional skill and ability or the nature of his work is so recognized by the Company.
- 3. **JOURNEYMAN STEEL FABRICATOR** is an employee who has served his apprenticeship as a Steel Fabricator and obtained a certificate of the Trade.
- 4. **WELDER** (with C.W.B. or equivalent) is an employee who must be able to perform various welds including those that are specified. See Note #1 on Appendix "A".
- 5. <u>A PROBATIONARY WELDER</u> is an employee whose ability and qualifications to carry out any work in his trade are unknown to any employer on the lower mainland at the time of employment. Three (3) months probationary period will allow him to train up to Journeyman standards, during which time he will become a Journeyman, reclassified or terminated.
- 6. <u>A HANDYMAN</u> This classification consists of a variety of tasks such as pick-up and delivery, shop clean-up, building crates etc. Handymen are not to be used to displace other Classifications.

SERVICE POSITIONS

TRAINEE:

A Trainee is an employee either starting his training at the bottom of the progression schedule or is continuing training previously received with this Company or elsewhere, but has not yet reached the 85% level of the Technician 1 rate. See "Note 2"

SERVICE TECHNICIAN 2:

A Service Technician 2 is an employee who has reached the 85% level of the progression schedule and who has the ability and qualifications to perform basic "service duties" to mechanical scales and basic printer and digital indicator service and repair such as board swaps. Attainment of 90%, 95% and 100% of Technician rate will be subject to the findings of the board (See Note 1) and to requirements for the higher qualified position.

SERVICE TECHNICIAN 1:

A Service Technician 1 is an employee who will, in the eyes of the Board (see below), will possess the ability and have the qualifications to service, install and calibrate most mechanical and most electronic scales alone with the aid of mechanical or electrical drawings or other pertinent information.

BOARD:

The Board would consist of the employee seeking the promotion, his choice of Union representation, his immediate supervisor and another Company representative selected by the supervisor. The Board would come to a decision through discussion to satisfy all persons involved.

NOTE 1:

Review of personnel will be done every six months corresponding to date of employment pertaining to trainee and technician 2.

NOTE 2:

For a trainee who has been laid off or on leave of absence, the amount of time off will not be counted as training. For example, employee works one year, June 1 to June 1, and is laid off for one month. The annual date for increase or review would be July 1st or the date of recall.

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CATEGORIES FOR ELECTRONICS DIVISION

ASSEMBLER 1

Work duties will include:

- completed component assembly.
- production cabling.
- preparation and modification of stock cabinetry.
- replenishing & operating automated assembly systems
- any procedures required for stock product assembly.

All work performed will be in the production area and will be supervised.

ASSEMBLER 2

Work duties will include:

- all duties of Assembler 1.
- assembly and soldering of P.C. boards.
- manufacture of complex cable sets.
- supervision and set-up of automated assembly equipment.
- Production and final test of products using automated test procedures.

All work will be in the production area.

ASSEMBLER 3

Work duties will include:

- all duties of Assembler 1 and 2.
- supervisor of Assembler 1 and 2.

All work will be in the production area.

ASSEMBLER 4

Work duties will include:

- custom cabinet and product assembly.
- responsible for all phases of manufacture and assembly of custom products.

Work is both in the production and custom assembly areas.

TECHNICIAN 1

Work duties will include:

- production test and repair to board level.
- component testing and repair under supervision.
- final test using prescribed test procedures.

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TECHNICIAN 2

Work duties will include:

- all duties of Technician 1.
- testing and repair to component level on all production products.
- final test including Quality control under supervision of the Quality Control Department.
- provides assistance to Technician 1.

TECHNICIAN 3

Work duties will include:

- all duties of Technician 1 and 2.
- responsible for all levels of standard product testing including
- production line, final and Quality Control testing.
- supervises Technicians 1 and 2.

TECHNICIAN 4

Work duties will include:

- all duties of Technician 1, 2 and 3.
- production testing and commissioning of all products.

AUTOMATED FARE COLLECTION EQUIPMENT TECHNICIAN (AFCE)

The position of AFCE technician covers personnel directly involved with Western Scale's Third Party service agreements. The duties include:

Emergency maintenance - Rectifying any safety hazards to users of AFCE;

Corrective maintenance – Troubleshooting, field repair, removal and replacement of defective parts, returning repaired equipment to service.

Preventive maintenance - including interior cleaning and field adjustments.

Handling and stocking of paper products, cards and other consumables. Maintain an accurate inventory of AFCE modules.

Replacement, servicing and limited repair of system modules as required.

This Service work is done at the module level. Due to the period of coverage required, shift work is necessary. An AFCE Technician may be required to drive a Company vehicle during their shift.

If employees are required to do work in a category that exceeds their current one for a period of one month and the work consists of more than 50% of the time for that month they will move upwards to the required category. The Company may choose to reassign the employees to jobs within their current rate group at the end of the month instead of moving them to a new category. If there is insufficient work for an employee in his or her rate category, they may move down to a lower category. The Company will give one month's notice of the move. The employee will not be able to displace a position for which he or she has no current job experience. Employees moving downward or upward will be on a probationary period at their new assignment. They may be required to return to their original category if they prove unsuitable for the position they have moved into.

Employees starting with the Company will be at a partial wage level to provide the Company with time to orient them to their new tasks. Wage levels will be 75% of full level for the first three months of employment, and 90% until the end of the first year. Benefits will be provided as per standard union rules.

LETTER OF UNDERSTANDING No. 1

BETWEEN: WESTERN SCALE CO. LTD.

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

RE:

PART-TIME AND CASUAL EMPLOYEES

Regular Part-Time Employees

A regular part-time employee is one who works less than full time (less than forty (40) hours per week) on a regularly scheduled basis. Regular part-time employees are entitled to all benefits outlined in this Collective Agreement except:

Holiday pay will be 4% of gross earnings.

Statutory Holidays pay will be 4% of gross earnings.

Seniority will accumulate on the hours worked.

Sick leave benefits will be granted as per Article 14 and will accumulate at the rate of two (.02) percent times hours worked.

Company benefits plans Article 12,13,13A and 13B will apply only if an average of twenty-four (24) hours per week worked is maintained for four (4) consecutive weeks. Otherwise in lieu of Company benefits, the following rates will apply in addition to the classification rate of pay:

\$.50 per hour for single person.\$.89 per hour for employee and spouse.\$1.15 per hour for married with children.

Casual Employees

A casual employee is one who is not regularly scheduled to work.

Casual employees are entitled to the following:

Holiday pay will be 4% of gross earnings.

Seniority will accumulate on the hours worked.

In lieu of Company benefits (Articles 12,13,13A and 13B) the following rates will apply in addition to the classification rate of pay:

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\$.50 per hour for single person.\$.89 per hour for employee and spouse.\$1.15 per hour for married with children.

SIGNED THIS	DAY OF	, 2014.

WESTERN SCALE CO. LTD.

INTERNATIONAL ASSOCIATION OFMACHINISTSANDAEROSPACEWORKERS VANCOUVER LODGE NO. 692