



COLLECTIVE AGREEMENT

Between

DUNCAN IRON WORKS (1990) LTD.

and

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

JULY 1, 2023 - JUNE 30, 2025

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COLLECTIVE AGREEMENT

BY AND BETWEEN

DUNCAN IRON WORKS (1990) LTD.

(hereinafter referred to as the "Company")

AND

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

(hereinafter referred to as the "Union")

DATE AND REFERENCE

This Agreement is dated for reference July 1st, **2023**, and named for reference the "DUNCAN IRON WORKS (1990) LTD. - MACHINISTS LODGE NO. 692 (VANCOUVER ISLAND) COLLECTIVE AGREEMENT".

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; 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.

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 - UNION RECOGNITION AND RIGHTS

1.01 Bargaining Agency

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 Employee Definition

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 Labour Relations Board 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, salespersons and watchpersons.

1.03 No Other Agreement

No employee shall be required or permitted to sign any document or make a written or oral agreement with the Company or its representatives which may conflict with the terms of this agreement.

1.04 Written Correspondence

The Company shall forward to the Union all written correspondence between the Company and any employee in the bargaining unit pertaining to the interpretation or application of any clause in this Agreement.

1.05 Shop Stewards

The employees employed in this plant will elect one 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 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.

1.06 Layoff or Discharge of Stewards

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.

1.07 Access to Company Premises

The Representatives of the Union may have access to the Company's shops or yards by applying for permission through the office, provided that workpersons are not caused to neglect their work.

1.08 Notice Board

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.

1.09 Human Rights

The Parties agree there shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practiced with respect to an employee by reason of age, race, creed, colour, national origin, religious affiliation, sex, sexual orientation, family status, mental or physical disability or membership or activity in the union. The Company and the Union also recognize the right of employees to work in an environment free from sexual harassment and agree that sexual harassment will not be tolerated in the work place. Should any dispute arise regarding any of the foregoing, the employee shall be entitled to recourse through the grievance procedure in this Agreement.

- (a) Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
- (b) If by reason of 1.09 (a) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

ARTICLE 2 - UNION SECURITY AND REMITTANCE

2.01 Union Shop

The Company agrees that as a condition of continued employment, all employees who are or may be covered by the Certificate of Bargaining Authority issued to the Union by the Labour Relations Board of British Columbia must become Members of the Union within thirty (30) calendar days of commencing employment and remain Members during the life of this Agreement.

2.02 Dues Checkoff

All present and new full-time employees of the Company who are or may be covered by the Certificate of Bargaining Authority issued to the Union by the Labour Relations Board of British Columbia shall pay to the Union, as a condition of employment, and not later than thirty (30) calendar days after the commencement of their employment, dues, initiation and 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.

2.03 New Employees

Notwithstanding the provisions of Article 2.02 preceding, the Company shall deduct from each new employee an amount equal to the Union dues from the employee's first payroll cheque after completion of five (5) days of work in a calendar month and add that employee's name and the said amount to the closest applicable check-off, i.e., if the check-off for that month has not been remitted to the 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.

2.04 Dues and Other Remittance

- (a) All deductions as required under Section 2.02 and 2.03 shall be made in each calendar month the employee is employed by the Company.
- (b) 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.
- (c) All other remittances required for medical coverage, Weekly Indemnity, Dental and Pension, or any other coverage required under this Collective Agreement, shall be remitted to the appropriate carrier not later than the 15th of the month following the month in which the coverage is required.

ARTICLE 3 - MANAGEMENT

3.01 Management Rights

The management and operation of the plants and the direction of the working forces are vested exclusively in the Company.

3.02 Discipline, Promotion, Transfers

The Employer has and shall retain the right to select its employees, to hire, discharge, lay-off, classify, transfer, promote, demote or discipline them subject to the Grievance and Seniority Provision procedures enumerated in Articles 6, 7 and 8 of this Agreement. Employees may only be disciplined or discharged for just cause.

3.03 Company Rules

- (a) 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.
- (b) 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.

3.04 Instruction Procedure

Employees shall take orders only from their respective Foreperson, or from the General Management when forepersons are not immediately available.

3.05 Hiring Procedure

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

4.01 Work Week

Five (5) shifts, Monday to Friday inclusive or the accepted variations therefrom shall constitute a regular week's work on all shifts.

4.02 Starting, Stopping and Meals

The starting and stopping time on standard shifts as well as the meal period shall be mutually arranged by the Company and the Union, it being understood that the meal period shall not be less than Thirty (30) minutes.

4.03 Hours of Work

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 8:00 a.m. and 5:00 p.m.

4.04 Coffee Consumption

Coffee consumption will be allowed in each half shift, during working hours. Wherever practicable operations will continue. Coffee breaks will be fifteen (15) minutes in duration.

4.05 Wash-Up and Tool Stowage

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

4.06 Second Shift

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.

4.07 Third Shift

If a third shift is employed, the hours of work shall be seven (7) hours per shift for which eight and one-quarter (8 1/4) hours will be paid. The third shift shall commence at 12:30 a.m. on Tuesday. This shift shall not attract Saturday premiums.

4.08 Notice of Shift Change

The Company will give employees forty-eight (48) hours' notice of shift change except where time will not permit. Example: Company or customer break-downs and repairs, absences requiring the moving of employees to man a shift.

4.09 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, they shall be considered as still working on their previous shift and shall be paid the appropriate overtime rates for work performed after recall. No employee shall be permitted to resume work of their own accord until a full shift break has elapsed.

Clarification

Employees working after midnight reporting for work next shift after an eight (8) hour break will not lose the time taken from the shift to make up the eight (8) hour break.

4.10 Minimum Daily Hours

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

PROVIDED THAT if four or eight hours in (a) or (b) above is not available at their regular job, the employee shall perform such temporary work as may be assigned to them 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. They voluntarily quit or lays off; or is discharged for cause,
- B. They were previously instructed not to report,

and in any such event or circumstance they shall be paid for the actual time worked at regular wage rates.

- 4.11** All shifts of less than five (5) persons will have a Lead Hand. Shifts with more than four (4) persons will have a Charge Hand.

ARTICLE 5 - OVERTIME

5.01 Eliminate Overtime

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.

5.02 Overtime Entitlement

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 in the same week in which the Monday to Friday shift is worked, or on Mondays of the same week in which the Tuesday to Saturday shift is worked.
- (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 10.01, they will be paid double rate for the time worked on the Statutory Holiday, and in addition, if they qualify, they will be paid eight (8) hours at their regular straight-time rate for the Statutory Holiday as provided for in Article 10.01.

5.03 Minimum Overtime Call-In

All Employees called in to work after normal shift hours during the week shall be guaranteed two (2) hours' pay at double time rates. Employees called in to work Saturdays, Sundays and Statutory Holidays shall be guaranteed three (3) 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.

5.04 Early Call-In

Employees called in before the regular starting time shall be paid at double time rates for time worked prior to their regular starting time.

5.05 Overtime Shift Change

If an employee is required to change shift more than once in a calendar week they will be paid at double rate for the balance of the week, unless the second change is to return to their original shift.

5.06 Overtime Meals

Employees who are requested to work more than two (2) hours overtime after completion of their regular shift will be provided twenty (\$20.00) dollars 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.

5.07 Work During Lunch Period

If an employee is required to work during their regular lunch break period, they will receive pay at the rate of double time in the event that they are not allowed within one-half hour their full lunch period to consume their meal.

5.08 Banked Overtime

- (a) Upon request of the employee, duly authorized on the time card, the Company agrees to accrue appropriately equivalent overtime hours (ie: 4 hours at X2 = 8 hours straight time).
- (b) A maximum of eighty (80) hours can be accumulated and an employee can bank back to eighty (80) hours when he uses all or any portion of his banked overtime.
- (c) Banked hours are to be taken as time off during slack periods only.
- (d) Working for a second employer during banked time off shall be construed as moonlighting and subject to disciplinary action.
- (e) Banked hours cannot be taken in prime vacation period (June 15th - September 15th) or added to regular holidays and statutory holidays. The one exception to this is during slack periods or lack of work.
- (f) The minimum amount of banked overtime taken at any one time will be 4 hours or 1/2 day.
- (g) A minimum of 24 hours notice is required before taking banked overtime and when granted, banked overtime will not be taken away from the employee within 24 hours of the scheduled time off.
- (h) In the event of lay-off, all banked overtime along with any other monies owed to the employees, will be paid out at the time of lay-off as per the current practice.
- (i) Banked overtime will be accrued at the rate earned at the time of banking and will be paid out accordingly.

ARTICLE 6 - GRIEVANCES AND COMPLAINTS

6.01 Grievances

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

Step 1

Within ten (10) working days of the occurrence the employee shall raise the matter with their foreperson. The foreperson shall reply to the employee within three (3) working days.

If settlement is not reached, then the matter shall proceed to Step 2.

Step 2

Within three (3) working days of receiving the foreperson's answer in Step 1, the grievance shall be reduced to writing and the Shop Steward, with or without the aggrieved employees, shall present it to the foreperson.

If the matter is not settled during the meeting, the foreperson shall reply in writing accepting or denying the grievance within three (3) working days of receiving it and if necessary the matter shall proceed to Step 3.

Step 3

Within three (3) working days of receiving a negative answer from the foreperson in Step 2, the Shop Steward and/or the Union Representative, with or without the grievor, shall present the grievance to the Company Manager or their designate.

If the matter is not settled during the meeting, the Company Manager or their designate shall respond in writing accepting or denying the grievance within three (3) working days of receiving it, and, if necessary, the matter shall proceed to Step 4.

Step 4

Within seven (7) working days of receiving a negative answer from the Company Manager or their designate in Step 3, the Union may submit the matter to arbitration pursuant to Article 6.

6.02 Time Limits

The above mentioned time limits may be extended by mutual agreement in writing.

6.03 Signatures, Statements Not Required

Employees shall not be asked to sign or make any written statements upon written warnings or adverse reports.

6.04 Disciplinary Meetings

Where a supervisor intends to interview an employee for disciplinary purposes they shall notify the employee in advance of the purpose of the interview. The employee shall be accompanied by a Shop Steward or Union Representative, or other union member, or in the case of a Shop Steward, shall be accompanied by a Union Representative or other union member.

ARTICLE 7 - ARBITRATION

- (a) The Party desiring arbitration shall appoint a Member for the Board and shall notify the other Party in writing of the name and address of the person so appointed and particulars of the matter in dispute.
- (b) The Party receiving the notice shall within five (5) days thereafter appoint a Member for the Board and notify the other Party of its appointment.
- (c) The two (2) Arbitrators so appointed shall confer to select a third person to be 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.
- (d) 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.
- (e) 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 their rights, benefits and privileges which they would have enjoyed if the suspension, discharge or layoff had not taken place,

PROVIDED THAT if it is shown to the Board that the employee has been in receipt of wages during the period between discharge, suspension 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 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.

- (f) The Arbitration Board shall have the power to determine whether a particular issue is arbitrable under this Agreement.
- (g) 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.
- (h) The expenses and remuneration of the Chairman shall be paid by the Parties in equal shares.
- (i) Without restricting the specific powers hereinbefore mentioned, the Arbitration Board shall have all the general powers of an Arbitration Board.
- (j) The two parties may agree on a sole arbitrator who shall have all of the rights and responsibilities of three member Arbitration Board appointed under this section.

ARTICLE 8 - SENIORITY

8.01 Probation Period

When a new employee is hired, it is agreed that they shall be on probation in the trade for a maximum of 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, except as provided in the Apprenticeship Article of this Agreement.

The probation period may be extended for another thirty (30) calendar days upon mutual agreement between the Union and Company. This agreement will not be unreasonably withheld.

8.02 Probation on Re-Entry

An employee re-entering the employ of the Company within six (6) months after their right to recall has expired will not be subject to another probationary period.

8.03 Bargaining Unit Seniority

When a member of the bargaining unit is transferred within the Company to a position outside the unit and at a later date is transferred back to the bargaining unit, seniority for the purpose of layoff will be recognized as accumulated time spent in the bargaining unit only.

8.04 Layoff

- (a) In the event of lay offs, the principle of last person on, first person off, shall prevail provided the employee is qualified and able to perform the available work.
- (b) The exception to the foregoing is in shops where the Workers' Compensation Regulations require a First Aid Attendant. If the First Aid Attendant is a bargaining unit member, the senior employee with the required First Aid Certificate shall be the First Aid Attendant and shall not be laid off provided there is sufficient work to keep them employed.

8.05 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. During the week of recall, if recalled to work a Tuesday to Saturday shift, the employee may refuse to work the first Saturday without penalty. The Company shall make personal contact with laid-off employee and if unable to do so, they shall send the employee a Registered Letter and notify the Steward and the Union. It is the employee's responsibility to keep the employer advised of their current address and telephone number.

When an employee is bumping into another classification normally not performed on a regular basis during layoff period the Company has the final say in the skill and ability needed to perform the work.

8.06 Seniority Retention

A laid-off employee shall retain seniority and recall rights with the Company in accordance with the following:

- (a) less than twelve (12) months of seniority – three (3) months following the date of layoff;
- (b) twelve (12) months and less than forty-eight (48) months of seniority-~~six (6)~~ months following the date of layoff;
- (c) forty-eight (48) months of seniority or more- twenty-four (24) months following the date of layoff.

8.07 Seniority Maintained and Accumulated

Seniority will be maintained and accumulated during absence due to:

- (a) A compensable accident.
- (b) Serving in the non-permanent Armed Forces of Canada.
- (c) Temporary illness or non-occupational accident not exceeding twenty-six (26) weeks.
- (d) Lay-off. Seniority accumulation during layoff will not bring an employee into a longer retention period than provided in Section 8.06 above.

8.08 Seniority not Maintained

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

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

8.09 Seniority Broken

Seniority will be broken by:

- (a) Voluntary quitting of job.
- (b) Exceeding authorized leave-of-absence, unless for legitimate cause.
- (c) Is recalled to work and does not report within three (3) working days of receiving notice by Registered Mail unless failure to report to work proved to be unavoidable.

It being understood that the employees may refuse a recall or less than three (3) continuous weeks duration. It is understood that employees who refuse work under this section cannot bump a junior employee who accepted the work for the period of time which they earlier refused.

An employee who intends to bump under this section may be required to give two (2) working days notice and would commence work at the start of the next work week.

- (d) Discharged and not reinstated under the terms of this Agreement.
- (e) Lay-off exceeding the employee's seniority retention period.

8.10 Seniority List

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 employment with the Company.

8.11 Job Posting

When a new job is available the company will place a notice of such vacancy on an appropriate notice board. Whenever possible the Company will promote an employee to a better paying job, seniority, qualifications and ability to be considered. However, nothing in this article shall be construed as any guarantee of such job.

ARTICLE 9 - VACATIONS

9.01 Vacation Entitlement

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

<u>YEARS OF CONTINUOUS SERVICE</u>	<u>VACATION PERIOD</u>	<u>VACATION PAY</u>
- Less than one 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 1/2% or 2 weeks**
- 3 years but less than 8 years	3 weeks	6 1/2% or 3 weeks**
- 8 years but less than 14 years	4 weeks	8 1/2% or 4 weeks**
- 14 years but less than 19 years	5 weeks	10 1/2% or 5 weeks**
- 19 years and over	6 weeks	12 1/2% or 6 weeks**

**Effective January 1, 1993 vacation pay based on the appropriate percentage of gross earnings shall be paid on each pay period. If at the time the vacation is taken, the employees current classified rate is greater than the percentage paid, they shall then be paid the difference. Vacations and benefits earned prior to January 1, 1993 shall be taken in accordance with the provisions of the agreement dated for reference July 1, 1991.

9.02 Percentage of Earnings

An employee working less than twelve hundred (1200) hours per vacation year (cut-off date to cut-off date) will be paid on a percentage of earnings basis.

9.03 Vacation List

The Company shall post a vacation calendar no later than February 1st of each year on which employees shall set out their preferences. Subject to the Company's production requirements and Article 9.04, senior employees in each department or classification will be given preference in selecting their vacation period. Seniority preference in selecting vacation periods will not apply after April 1st. After January 1st, the Company may schedule vacations for any employee who refuses to schedule their vacations.

9.04 Vacation Scheduling

Two 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.

9.05 Notice of Vacation Change

An employee' 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.

9.06 No Carry-Over

Each employee shall be required to take the full annual vacation period that they are entitled to under the provisions of this Agreement in the current year.

9.07 Vacation and Pay

Vacation eligibility is resolved on the principle that the employee receives all vacation and vacation pay earned.

9.08 Eligibility Lists

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.

9.09 Anniversary Date

When an employee reaches their qualifying anniversary date they will become entitled to one additional week of vacation with pay, in accordance with the current Collective Agreement.

At the next cut-off date (30th June), their vacation time and pay will be adjusted to the cut-off date.

ARTICLE 10 HOLIDAYS

10.01 Paid Holidays

All employees covered by this Agreement shall receive eight (8) hours pay at their regular straight time rates for each of the following Holidays to a maximum of fourteen (14) in addition to any wages which they may be in receipt of as enumerated in Article 5.02 (c) of this Agreement.

- | | |
|-------------------|--|
| 1. New Year's Day | 8. Labour Day |
| 2. Family Day | 9. Thanksgiving Day |
| 3. Easter Monday | 10. Remembrance Day |
| 4. Good Friday | 11. Christmas Day |
| 5. Victoria Day | 12. Boxing Day |
| 6. Canada Day | 13. Floating Holiday |
| 7. B.C. Day | 14. National Day for Truth and Reconciliation |

10.02 Weekend Holiday

The day observed or celebrated by the Nation or Province shall be considered the Holiday, with the provision that when Holidays fall on a Saturday or a 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.

10.03 Floating Holiday

The 13th guaranteed Holiday with pay shall be granted to all employees who qualify with the provisions contained in Article 10.01 of this Agreement.

This holiday will be a Floating Holiday at a time mutually agreed to between each employee and the employer.

Floater needs to be used by the end of contract year. If not used they will be paid out in a dollar amount. There will not be any carry over to the following year.

10.04 Holiday Eligibility

In order to qualify for eight (8) hours' pay for a Holiday, as enumerated in Articles 10.01, 10.02 and 10.03, the employee must have:

- (a) Thirty (30) calendar days' employment with the Company. To be eligible for the Floating Holiday, new employees must have sixty (60) calendar days employment with the Company.

- (b) Worked any part of the regularly-scheduled work day prior to and the first regularly-scheduled work day following the Holiday.

Exceptions to the foregoing shall be made in cases where the following conditions prevail:

- (i) The employee is off work due to industrial accident or disease for a period not in excess of two (2) calendar months.
- (ii) The employee is prevented from working due a bona fide illness for a period not in excess of two (2) calendar months. A Doctor's Certificate shall be submitted as proof.
- (iii) Lay-off not exceeding fourteen (14) days where the designated holiday falls within the term of the layoff.
- (iv) Termination of services within fourteen (14) days of any designated holiday.
- (v) 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.

10.05 Holiday Pay

Employees will not receive Holiday pay for any Holiday which they are in receipt of payment from WCB, WI or LTD.

ARTICLE 11 - WAGES AND ALLOWANCES

11.01 Rates of Pay

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

11.02 Right to Pay Higher Wages

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.

11.03 New Classification

When a Company establishes a new classification, it shall notify the Union of the wage rate. If the Union disagrees with the rate, the Company and the Union will attempt to settle the wage rate by negotiation. Failing agreement, the matter may be referred to arbitration. The negotiated or arbitrated rate shall apply from the date the classification was established.

11.04 Pension Plan

- (a) Contributions shall be paid by the Company to the Machinists Pension Plan, Lodge 692 (formerly referred to as the Machinists Lodge 692 Pension Plan) for all employees of the Company covered by this Collective Agreement on the basis set forth below in this article.
- (b) All such employees newly hired shall commence to pay employee contributions to the said Plan immediately after the expiration of three (3) months' employment with the Company.

The Company will make contributions as follows:

As of July 1, 2007:

Journeypersons, Welders and Specialists	10% of Journeyperson Hourly Rate
Other Classifications	10% of Classification Hourly Rate

Contribution rates are shown in APPENDIX "C"

The employee contribution is as follows:

July 1st, 1996 \$.30 for each hour earned.

- (c) Pension contributions shall be paid for each hour the employee receives compensation including overtime and statutory holidays.
- (d) In addition to the Company contribution provided above, the Company shall contribute to the Pension Plan monthly, an amount which is equal to the premium contributed by the employee to maintain 12.03 Wage Loss Insurance and 12.05 Long Term Disability. The Pension contribution shall be adjusted from time to time to maintain parity with the employee's contribution to 12.03 Wage Loss Insurance and 12.05 Long Term Disability.

11.05 Use of Employee Cars

Employee vehicles can be used on Company business only if authorized by the Company.

When an employee vehicle is used on Company business the employee will be reimbursed on the basis of **current CRA calculation per kilometer**.

It will not be a violation of this Agreement for an employee to refuse to use their motor vehicle on Company business. Both Parties involved should confirm that adequate vehicle insurance is carried (to and from work for most situations or business coverage for extensive use) before using personal vehicles on Company business.

11.06 Painting & Sandblasting Allowance

Employees who perform sandblasting or spray painting shall be paid two dollars (\$2.00) per hour above their current classification rate. Chipping and scraping shall not attract the premium.

11.07 Travel Allowance

When an employee is required to work at points outside a nine (9) mile radius from the shop, they shall receive traveling 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.

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 (1 1/2) 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 at time and one-half (1 1/2) to a maximum of eight (8) hours in any twenty-four (24) hour period. The exception to this provision would be where appropriate 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.

They shall also be provided with appropriate fares, accommodation and board, at no cost to the employee. The Company shall pay for the appropriate fares, accommodations and board prior to employees leaving for the job. Per Diem cost per day of **sixty (\$60.00)** dollars will be paid for all out of town work per employee upon receipts.

All time spent driving a Company vehicle shall count as time worked

- (b) **Starting and Stopping Location**

In going to work outside the nine (9) mile radius from the shop and returning daily, employees shall be at such nine-mile radius at the starting time and allowed time to return to such nine-mile radius at the close of the work day.

They shall be paid all fares to and from the nine-mile radius to place of work, or alternatively be supplied with transportation by the employer.

It is understood that where employees reside outside the nine-mile radius where the work is being done that they shall report to and finish work at the regular starting and stopping time.

11.08 Field Scale Rates

For work performed outside a nine-mile radius from the shop, all employees so engaged shall receive, in addition to their classification rate of pay, a premium of five percent (5%) per hours.

This shall not apply if the employee is receiving the Construction rate of pay in conjunction with the Building Trades.

However, where the above-referred-to work is ruled to be new construction, or where other construction unions affiliated with the Building Trades Council are involved, then the construction rates shall apply.

When the Company's operations include work within the nine-mile radius from the shop, shop rates shall prevail on repair and overhaul and the resetting of machinery and engines.

However, where same is ruled to be new construction or when other construction unions affiliated with the Building Trades Council are involved, then the Construction rates shall apply.

11.09 Building Trades Rates

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 they shall receive traveling time, fares, appropriate accommodation and board, as enumerated in the current Construction Agreement.

11.10 Pulp Mill Rates

When performing maintenance or shutdown work in a Plant where higher wage rates are in effect, the higher wage rates will apply to all hours thus worked.

11.11 Course Tuition and Test Fees

The Company will pay, upon successful completion, tuition fees for courses, 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. Apprentice's tuition will be paid upon successful completion of each year's schooling.

If an employee is required to write First Aid exams during a regularly scheduled shift, they shall be given the required time off without loss of pay.

11.12 Pay Days and Pay Cheques

The Employer shall also enclose a separate written statement of wage stating:

- (a) the hours worked,
- (b) the hours worked by the employee for which payment of wages is made at the overtime rate,
- (c) the amount of each deduction from the earnings of the employee and the purpose of each deduction,
- (d) the pension contribution (on a monthly basis),
- (e) the amount being received by the employee,
- (f) vacation pay earned and the amount paid when applicable.

A statement showing any medical or dental benefits paid on behalf of the employees shall be posted on a monthly basis.

The Company will provide Employees with a monthly accounting of Pension contributions.

11.13 Boot Allowance

Starting July 1, 2023 and thereafter annually after July 1, the Company will pay all employees, who have passed the probation period, a maximum of three hundred (\$300.00) dollars towards the purchase and/or repair of one (1) or more pair(s) of Work Safe BC approved safety footwear for use at work upon receiving a copy of a receipt for at least two hundred and fifty (\$250.00) dollars after taxes.

For after tax amounts less than two hundred and fifty (\$250.00) dollars, the Company shall reimburse the amount spent with the remainder of the three hundred (\$300.00) dollars annual amount available to be reimbursed if another receipt copy is received before June 30. This allowance shall not be carried forward of June 30.

Employees who are on layoff and qualify under this section are eligible for this benefit.

11.14 Separation Pay and Records

- (a) If an employee is discharged by the Employer, they shall be paid in full for all monies owing to them by the Employer on the date of their discharge.
- (b) If an employee quits the Employer of their own accord, the Employer may withhold payment for five (5) calendar days after the employee quitting, and must pay on the sixth (6th) day.
- (c) When an employee leaves the employ of the Employer for any reason, the Employer shall give to the employee their E.I. Separation sheet, within five (5) days from the last day of their employment, showing paid up credits to their last day of employment.

11.15 Company Tools

No employee will be paid off until they produce a receipt for any Company-owned tools or equipment which have been issued to them.

ARTICLE 12 - HEALTH, WELFARE AND INSURANCE

12.01 B.C. Medical 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.

Where an employee provides BC Medical Services Plan coverage through their spouse's employer, the Company will pay an amount equal to half the premium saving into the employee's machinist pension plan. The employee must provide suitable proof of coverage to the Union and the Company before the employee can discontinue coverage provided by the Company.

12.02 Insurance Plan

The Company shall pay the full premium cost of the Insurance Plan including Sections 12.02, 12.03, 12.04 and 12.05 to provide the following coverage for all employees. Employees will pay the total premium for the Wage Loss Insurance and Long Term Disability in order that benefits will not be taxable. See Article 11.04 Pension Plan for details.

- Life Insurance \$75,000.00
- A.D. & D. Insurance \$75,000.00
- Extended Health Benefits
- Prescription Glasses
- Vision Care \$400.00 (without deductions)
per family member every 24 months.

12.03 Wage Loss Insurance

Weekly Indemnity benefits will be equal to two-thirds (2/3's) of the employee's weekly rate, but not to exceed the E.I. maximum. Benefits will be indexed to the E.I. maximum per week. Benefits will commence on the first day of accident, the fourth day of illness and will continue for a maximum of twenty-six (26) weeks.

12.04 Dental Plan

DENTAL PLAN as follows:

- Coverage: Basic Dental 100%
- Prosthetic Appliances
- Crowns & Bridges effective August 1, 2013 100%
- Participation - A condition of employment.
- The annual maximum benefit per family member is \$2,000.00
- Effective July 1, 2019 \$3000.00

12.05 Long Term Disability

Long Term Disability coverage equal to sixty-six and two-thirds percent (66 2/3%) of the employee's monthly earnings, to a maximum benefit of \$1,500.00 per month. This benefit is not reduced by disability income from any other source until such time as the employee's disability income from all sources totals eighty percent (80%) of their pre-disability earnings, after which there is full offset. Coverage is effective to age 65. The employee pays the complete premium so the benefits will be not taxable.

12.06 Eligibility

New employees shall be covered by the Health, Welfare and Insurance Plans on the first day of the month following completion of the 90 calendar day probation period. That includes Sections 12.01, 12.02, 12.03, 12.04 and 12.07.

Employees who have completed the probation period and are on layoff, shall be covered by the B.C. Medical Plan on the first day of the month in which they are recalled provided they work a minimum of five (5) days in that month; and by the Insurance Plans, provided they work a minimum of ten (10) days in that month. Employees who work less than the above minimums in the month they are recalled, shall be covered beginning with the first day of the following month.

All Health, Welfare and Insurance coverage will cease at the end of the month in which layoff or termination of employment occurs, except for Weekly Indemnity and Long Term Disability which shall cease on the day of layoff or termination of employment.

12.07 Benefit Coverage While Off Work

- (a) 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 BC Medical, E.H.B., Insurance, Life Insurance and Dental Plans.
- (b) If the employee wishes to be covered after three (3) months they may do so by paying 100% of the premium through the Company office. Coverage will be discontinued if the Employee fails to pay the Company invoice for the plan costs within 15 days of receipt.
- (c) Upon return from a WCB claim of longer than 3 months, the employee and Company will split the costs of coverage for the month of return on a pro-rated basis provided the employee maintained coverage during their absence.
- (d) When an employee with six months or more seniority with the Company who is on the Health and Welfare Plan is laid off, the Company will continue to pay the premium for the Medical Services Plan of B.C. for the month following the month of layoff.

12.08 Changes in Plan Subject to Negotiation

It is agreed and understood by the parties signatory to this Collective Agreement that I.A.M. Machinists L. 456 Benefit Plan forms part of the Collective Agreement and may only be altered or amended by mutual agreement of both parties.

ARTICLE 13 - OCCUPATIONAL HEALTH AND SAFETY

13.01 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 the Compensation Board.

13.02 Report of Injury

Any employee suffering injury while in the employ of the Company must report immediately to the First Aid Department or as soon thereafter as possible, and also report to this Department on returning to work. A copy of their accident report will be supplied on request. If the injured employee is unable to work the balance of the shift, the Company will pay such employees normal daily earnings for the day of the injury.

13.03 Summoning First Aid Attendant

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.

13.04 Transportation to Hospital

Free transportation to the nearest doctor or hospital and to the employee's home if required will be arranged by the Company.

13.05 First Aid Attendants

.45 per hour over occupational rate - "1" ticket

.65 per hour over occupational rate - "2" ticket

.75 per hour over occupational rate - "3" ticket

The First Aid Certificate requirement of the Workers' Compensation Board for each individual Company will determine the premium that will be paid.

At least one (1) qualified employee from the bargaining unit shall be designated a First Aid Attendant. If there is no qualified employee, one (1) shall be requested by the Company in order of seniority to receive first aid training within ninety (90) days of a vacancy.

13.06 Safety Glasses

The Company will provide non-prescription safety glasses for those who require them.

13.07 Employees Working Alone

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

When machines are being operated, if physical obstructions or other interferences prohibit adequate communications between workers, other arrangements will be made.

13.08 Sanitary Facilities

Sanitary facilities shall be provided by the Company in accordance with the Occupational Environment Regulations. Employees will cooperate by observing the simple rules of cleanliness.

13.09 No Smoking in Shop

It is mutually agreed that no smoking is permitted inside the shop, office, lunchroom or warehouse areas. Smoking is only permitted in the designated area outside.

ARTICLE 14 - GENERAL PROVISIONS

14.01 Moonlighting

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

- (a) When this practice affects the Company's business or the employee's ability to perform their 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.

14.02 Lunch Room

The Company will supply suitable accommodation where employees may have their lunch.

14.03 Welders' Gloves

The Company will supply welder's 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.

14.04 Coveralls or Smocks

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 such clothing.

14.05 Metric Tools

The Company will supply metric tools as required by the Company and such tools shall remain the property of the Company.

14.06 Loss of Tools

The Company will repair or 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.

A mandatory tool list must be on file with the Company. Digital photos **or video** of the tools **taken by Company**, approved by the Manager, are acceptable for tool inventory purposes.

It is the Employee's responsibility to update their tool inventory with the Company on an annual basis starting from their date of hire.

14.07 CWB Testing

The Company agrees to continue the current practice of paying employees to practice and test for Company required CWB certification. The Company will also pay for employees to practice and retest once. Retesting to be taken on the same day as the original test.

For employees who take and pass the CWB supervised and certified SMAW – All Position test, the Company will pay a bonus of One Hundred and Fifty (\$150.00) Dollars.

For employees who take and pass the CWB supervised and certified FCAW – All Position test, the Company will pay a bonus of One Hundred and Fifty (\$150.00) dollars.

A separate bonus shall be paid for each metal group test taken and passed (carbon steel, stainless steel, other alloys etc.)

The Company, in consultation with the Welding Supervisor shall determine which employees shall perform which tests.

No bonuses are to be paid for D.I.W. employee supervised tests.

ARTICLE 15 - SPECIAL AND OTHER LEAVE

15.01 Bereavement Pay

In the case of death in an employee's immediate family specifically husband, wife or common-law spouse, child, mother, father, stepmother, stepfather, brother, sister, mother-in-law, father-in-law or grandparents, of either spouse, the Company shall grant the employee two (2) days' compassionate leave-of-absence with full pay.

15.02 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 their regular pay while absent from work. If an employee is called for Jury Duty but not selected they will return to work within a reasonable length of time.

15.03 Leave-of-Absence

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.

15.04 Leave During Work Hours

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

15.05 Special and Other Leave

Employees wishing to take scheduled personal leave (eg. Parenting, medical appointments, dental appointments, etc.) must request written permission from the Employer no later than the day preceding the requested leave. Forms for requesting personal leave will be provided by the Company. All requests will be considered in good faith and the Company will not unreasonably withhold permission.

15.06 Sick Days

The Company agrees to follow the BC Employment Standards regulation on illness and Injury Leave (Sick Leave).

ARTICLE 16 - APPRENTICES

16.01 Apprentice Probation

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.

16.02 Apprentice Seniority

Apprentices shall be bound by all the conditions of the Collective Agreement except as follows:

- (a) Apprentice plant seniority for the purpose of vacations, and all other provisions of the agreement except lay-off and recall shall be based on the date of hire.

- (b) For the purposes of lay-off and recall, seniority shall commence with the time and date that the Apprenticeship with the Company began. Seniority shall apply in accordance with other sections of this Agreement, unless the ratio of four (4) Journeyperson to one (1) Apprentice would be exceeded then the junior apprentice shall be laid off.

16.03 Apprentice Wage Rates

Apprentice wage rates shall be as set out in Appendix "B".

16.04 Trade School Pay

When Apprentices attend authorized training classes in their trade during normal working hours, the Company will make up the difference between their regular rate of pay and Government subsidies the Apprentice may be in receipt of to a maximum of ninety-five (95%) percent of their regular rate of pay with a Supplemental Unemployment Program.

In order to qualify for attendance at a training session, the apprentice will be required to have:

a minimum of 1600 hours of workplace hours at DIW for the first school,
a minimum of 3200 hours of workplace hours at DIW for the second school,
a minimum of 4800 hours of work place hours at DIW for the third school,
and a minimum of 6400 hours of workplace hours at DIW for the fourth school.

This will mean that if the apprentice is laid off and works for another employer, the time working with that other employer will not be added to the training qualification period.

16.05 Field Work

Apprentices shall not be required to work alone in the field until the final year of Apprenticeship.

16.06 Orders

Apprentices can be required to take orders from the Journeyperson with whom they are working as well as the regular Company Supervisor.

16.07 Apprentice Ratio

The maximum number of Apprentices to Journeypersons in the shops shall not exceed:

4 Journeyperson - 1 Apprentice.

The above Apprentice ratio may be increased only on mutual agreement between the Parties to this Agreement and the Apprenticeship Branch of the Ministry of Labour of British Columbia.

16.08 Reclassification on Completion

An Apprentice having served their 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.

16.09 Training Improvements

During the term of this Agreement the Parties will meet at least every six (6) months to discuss and implement improvements to Apprenticeship training.

16.10 Apprentice Hours

For the term of their apprenticeship, the Company will furnish all apprentices with a cumulative running total of the hours served in their apprenticeship. The Company will do this on a monthly basis in written form.

ARTICLE 17 - SAVINGS CLAUSES

17.01 Present Conditions Maintained

No provision of this Agreement shall be used to remove working conditions or reduce wages presently in force.

17.02 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.

17.03 Right to Respect Picket Line

It shall not be a violation of this Collective Agreement if Members of this Union respect and/or honour a legal picket line.

17.04 Legislative Change

Should any part herein 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.

17.05 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 other, the Company shall endeavour wherever possible to have its sub-contract work performed by a union shop.

ARTICLE 18 - TECHNOLOGICAL CHANGE

In the event the Company introduces new equipment in its operation requiring specialized training, the Company shall give employees, in order of seniority in the affected classification the opportunity to operate and/or train to operate the equipment provided such employees have the basic qualifications and ability to fill the position.

In the event of termination of seniority as a result of technological change, the affected employee shall be eligible for severance pay of one (1) week's pay for each year of continuous service, to a maximum of ten (10) weeks' pay. Severance pay shall not be applicable under this Article when an employee resigns, retires, is discharged for cause, or is laid off for lack of work. Employees receiving any severance payment prior to the expiry of their right to recall period shall forfeit seniority rights under this Agreement. For the purposes of this section, each employees years of service will be calculated from actual date of hire but not earlier than December 1, 1990.

ARTICLE 19 - SEVERANCE PAY FOR PLANT CLOSURE

- (a) Employees on the seniority list, who have two (2) or more years of service with the Company, who are terminated because of plant closure, or significant relocation of the plant which would require the employee to move shall be entitled to severance pay of one (1) weeks' pay for each completed year of service up to a maximum of ten (10) weeks. For the purpose of this section, each employees years of service will be calculated from actual date of hire but not earlier than December 1, 1990.
- (b) An employee receiving severance pay or pay in lieu of notice before the end of their right to recall period, shall forfeit all seniority rights accruing to them under this Agreement.
- (c) This Article does not apply when an employee retires, resigns, or is discharged for cause.

ARTICLE 20 - JOINT ADVISORY COMMITTEE

A Joint Advisory Committee will be formed consisting of Employer representatives and Business Representatives of the Unions who shall meet as required by the Parties. Such Committee shall have the obligation to advance the objectives of each Agreement as stipulated in the General Purpose Provisions.

ARTICLE 21 - DURATION OF AGREEMENT

21.01 Duration

- (a) This Agreement shall be in full force and effect from and including July 1st, **2023** to and including June 30, **2025** subject to the right of either Party to this Collective Agreement, within four (4) months immediately preceding the date of June 30, **2025** 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.

- (b) Notice Precludes Change

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.

21.02 Strikes and Lockouts

During the life of this Agreement, or while negotiations for a further Agreement are in process, 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.

21.03 Section 50 Precluded

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

DATED AT Duncan, BC this 3rd DAY OF August 2023.

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

DUNCAN IRONWORKS (1990) LTD.


Business Representative







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

WAGE RATES AND CLASSIFICATIONS:

	EFFECTIVE: JULY 1/23	EFFECTIVE: JULY 1/24
JOURNEYPERSON TRADESPERSON (Machinists Fabricators and Welders with "A" Ticket)	\$ 44.49	\$ 46.04
WELDER - Level "B"#	\$ 37.82	\$ 39.14
WELDER - Level "C"#	\$ 31.13	\$ 32.22
WELDER # - With any CW.B. Certification (and no other certification or ticket)	\$ 31.13	\$ 32.22
SPECIALIST	\$ 38.14	\$ 39.48
HELPERS, SHIPPER-RECEIVER	\$ 28.93	\$ 29.94
An employee may be required to perform one or more classifications in this category 65% of the Journeyperson Rate		

Ryan Spencer will receive a wage bump to \$24.34 an hour.

LABOURER	\$ 21.93	\$ 22.70
STUDENT	\$ 19.31	\$ 19.99

BURNING TABLE OPERATOR

First three months

Training Period, not to exceed 2 years on burning table

Qualified Operator

Labourer Rate

Helper Rate

Specialist Rate

2023 increases will be 4.5% of the 2022 rates. The 2024 increases will be 3.5% of the 2023 rates.

CHARGE HAND: (above employee's regular job rate)

7%

THIS SHALL BE PAID TO ANY EMPLOYEE WHO PERFORMS CHARGE HAND DUTIES FOR EIGHT (8) HOURS OR MORE IN ONE DAY

Any Employee who performs charge hand duties for four (4) hours or more in a day will be paid for the entire day at charge hand rate (above employee's regular job rate).

LEAD HAND: (above employee's Regular job rate)

4%

Welding Supervisor shall be paid at \$1.00 per hour over occupational rate from the date of certification by the Canadian Welding Bureau.

All Welders will be paid at their highest level of certification.

APPENDIX "B"

APPRENTICE RATES OF PAY

FOUR YEAR APPRENTICESHIP

Start to 1,040 Workplace hours	50% of Journeyperson Rate
1,041 Workplace hours to 2,080 Workplace hours	55% of Journeyperson Rate
2,081 Workplace hours to 3,120 Workplace hours	60% of Journeyperson Rate
3,121 Workplace hours to 4,160 Workplace hours	65% of Journeyperson Rate
4,161 Workplace hours to 5,200 Workplace hours	70% of Journeyperson Rate
5,201 Workplace hours to 6,240 Workplace hours	75% of Journeyperson Rate
6,241 Workplace hours to 7,280 Workplace hours	80% of Journeyperson Rate
7,281 Workplace hours to 8,320 Workplace hours	90%of Journeyperson Rate

APPENDIX "C"

Company Pension Contributions Per Hour

	EFFECTIVE: JULY 1/23	EFFECTIVE: JULY 1/24
JOURNEYPERSON TRADESPERSON (Machinists Fabricators and Welders with "A" Ticket)	\$ 4.45	\$ 4.60
WELDER - Level "B" #	\$ 3.78	\$ 3.91
WELDER - Level "C" #	\$ 3.11	\$ 3.22
WELDER # - With any CW.B. Certification (and no other certification or ticket)	\$ 3.11	\$ 3.22
SPECIALIST	\$ 3.81	\$ 3.95
HELPERS, SHIPPER-RECEIVER	\$ 2.89	\$ 2.99
LABOURER	\$ 2.19	\$ 2.27
STUDENT	\$ 1.93	\$ 1.99

APPENDIX “D”

DEFINITIONS

1. **A Charge Hand** is an employee who is assigned to instruct others in the performance of their work and may be held responsible for the quality and quantity of the work.
2. **A Lead Hand** is an employee who is able and willing to instruct others in the performance of their work, or who because of exceptional skill and ability or the nature of their work is so recognized by the Company.
3. **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.

The classification of 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, Companies and the Ministry of Labour, PROVIDED they can fulfill the requirements of the International Association of Machinists and Aerospace Workers Constitution and the By-Laws of Vancouver Lodge 692.

4. **A Specialist** is an employee who is employed in some branch or subdivision of the Machinist Trade; or an employee who performs some particular line of work commonly recognized as work connected with the Machinist Trade or the metal industry; e.g. repetitious work on turret lathes, drill presses, do-all saws, or other similar machines.
5. **A 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 their duties.
6. **A “Welder Level “A”** means a person who has a Level A Welder certificate.
7. **A “Welder Level “B”** means a person who has a Level B Welder certificate.
8. **A “Welder Level “C”** means a person who has a Level C Welder certificate.

9. **Students** Students may be employed in the shops and will be limited to two students for each shop where practical

Their 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 layoff.

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

10. **Labourer** Will not be employed to displace Helpers.
Labourer's duties will include general plant cleanup, cutting steel for customers, loading and unloading trucks and any other duties mutually agreed to by the Company and the Union. It is understood that the Labourer may occasionally prepare and paint jobs and cut steel for tradespersons but this will not form the majority of their duties.
11. **Welding Supervisor** A welding supervisor is an employee who is directly responsible for ensuring that qualified welders and welding operators are working in accordance to approved welding procedure data sheets on the shop floor or in the field and is certified to CSA W47.1, CSA W47.2, or CSA W186 by the Canadian Welding Bureau.