

# **COLLECTIVE AGREEMENT**

**Between**

**HALKIN TOOL LTD.**  
(hereinafter referred to as the "Company")

**And**



**September 15, 2020 to March 15, 2022**

## **TABLE OF CONTENTS**

<b>ARTICLE 1 - RECOGNITION .....</b>	<b>1</b>
1.01 BARGAINING RECOGNITION.....	1
1.02 BARGAINING UNIT DEFINED .....	1
1.03 NO OTHER AGREEMENT .....	1
1.04 BARGAINING UNIT WORK.....	1
<b>ARTICLE 2 - RESERVATIONS TO MANAGEMENT .....</b>	<b>1</b>
2.01 COMPANY RECOGNITION.....	1
2.02 RIGHT TO SELECT EMPLOYEES.....	1
2.03 COMPANY RULES AND REGULATIONS .....	1
<b>ARTICLE 3 - UNION SECURITY .....</b>	<b>2</b>
3.01 UNION DUES DEDUCTIONS .....	2
3.02 MEMBER IN GOOD STANDING .....	2
3.03 NO OTHER DEDUCTIONS .....	2
3.04 CONSULTATION WITH UNION; PRIOR TO CERTAIN CHANGES.....	2
3.05 RIGHT TO HIRE .....	2
3.06 SHOP STEWARDS .....	2
3.07 ACCESS TO COMPANY PREMISES .....	3
3.08 BULLETIN BOARDS.....	3
3.09 DISCLOSURE OF PERSONAL INFORMATION TO THE UNION .....	3
<b>ARTICLE 4 - HOURS OF WORK.....</b>	<b>4</b>
4.01 DEFINITIONS .....	4
4.02 DAY SHIFT START TIMES.....	4
4.03 AFTERNOON SHIFT .....	4
4.04 GRAVEYARD SHIFT.....	5
4.05 NOTICE OF SHIFT CHANGE .....	5
4.06 LUNCH PERIOD .....	5
4.07 REST PERIODS .....	5
4.08 CLEAN-UP TIME .....	5
4.09 CURRENT WORK SCHEDULES.....	5
4.10 TEMPORARY HIRES .....	6
4.11 SHIFT SCHEDULE CHANGES.....	6
<b>ARTICLE 5 – OVERTIME.....</b>	<b>6</b>
5.01 OVERTIME DEFINED.....	6
5.02 OVERTIME (DAILY) .....	6
5.03 OVERTIME (REGULAR DAYS OFF) .....	7
5.04 OVERTIME (GENERAL HOLIDAYS) .....	7
5.05 ALL OVERTIME VOLUNTARY .....	7
5.06 MAKE-UP TIME .....	7
5.07 OVERTIME BREAKS .....	7
5.08 OVERTIME BANKING.....	7
5.09 AFTER HOURS RECALL.....	8
5.10 OVERTIME DISTRIBUTION AS APPLIED TO ARTICLE 5.03.....	8
<b>ARTICLE 6 – VACATIONS .....</b>	<b>8</b>
6.01 VACATION ENTITLEMENT .....	8
6.02 VACATION SCHEDULING .....	9
6.03 VACATION PAY ON TERMINATION.....	9

<b>ARTICLE 7 - GENERAL HOLIDAYS.....</b>	<b>9</b>
7.01 STAT HOLIDAYS DEFINED .....	9
7.02 SATURDAYS AND SUNDAYS.....	10
7.03 VACATION .....	10
7.04 ELIGIBILITY.....	10
7.05 NOT ACTIVELY EMPLOYED .....	10
7.06 STATUTORY HOLIDAY PAY FOR COMPRESSED WORK WEEKS.....	10
<b>ARTICLE 8 - GRIEVANCE PROCEDURE.....</b>	<b>10</b>
8.01 PROCEDURE .....	10
8.02 GROUP, UNION, COMPANY, POLICY OR DISCHARGE GRIEVANCES.....	11
8.03 GRIEVOR'S RIGHT TO BE PRESENT.....	11
8.04 TECHNICAL ERRORS OR OMISSIONS .....	11
8.05 TIME TO PROCESS GRIEVANCE .....	11
<b>ARTICLE 9 - ARBITRATION .....</b>	<b>11</b>
9.01 ARBITRATION PROCEDURES.....	11
9.02 NO POWER TO MODIFY .....	12
9.03 EXPENSES OF THE ARBITRATOR .....	12
9.04 ARBITRATOR TO REMAIN SEIZED .....	12
9.05 DECISION TO BE FINAL AND BINDING.....	12
<b>ARTICLE 10 – DISCIPLINE .....</b>	<b>12</b>
10.01 JUST CAUSE .....	12
10.02 REASONS FOR DISCIPLINE WRITTEN .....	12
10.03 RIGHT TO REPRESENTATION .....	13
10.04 SIGNING NOT AGREEMENT .....	13
10.05 PICKET LINE .....	13
10.06 EMPLOYEE AND UNION ADVISED OF COMPLAINT.....	13
10.07 CANCELLATION OF RECORDED COMPLAINT.....	13
<b>ARTICLE 11 - SHOP HEALTH &amp; SAFETY .....</b>	<b>13</b>
11.01 COMPLIANCE AND RESPONSIBILITY .....	13
11.02 COOPERATION.....	14
11.03 UNION - COMPANY HEALTH AND SAFETY COMMITTEE .....	14
11.04 ACCIDENT REPORTS.....	15
11.05 INJURED EMPLOYEE .....	15
11.06 INJURED EMPLOYEE – TRANSPORTATION .....	15
11.07 INJURED EMPLOYEE - DAILY EARNINGS.....	15
11.08 HOUSEKEEPING AND SANITATION.....	15
11.09 WASHROOM, LUNCHROOM .....	15
11.10 WORKSAFE BC .....	15
11.11 FIRST AID ATTENDANTS.....	16
11.12 CLEAN FACILITIES .....	16
11.13 COVERALLS .....	16
11.14 RIGHT TO ACCOMPANY INSPECTORS .....	16
11.15 REHABILITATION OF DISABLED WORKERS.....	16
11.16 EMPLOYEES WORKING ALONE .....	17
11.17 PRESCRIPTION SAFETY GLASSES.....	17
<b>ARTICLE 12 - SENIORITY.....</b>	<b>17</b>
12.01 SENIORITY PRINCIPLE .....	17
12.02 SENIORITY MAINTAINED .....	17
12.03 SENIORITY CANCELLATION.....	18
12.04 SENIORITY LISTS.....	18

12.05	SENIORITY LISTS – ADDITIONAL .....	18
12.06	NOTICE OF LAYOFF .....	18
12.07	PAYMENTS ON LAY-OFF .....	19
12.08	MAJOR LAY-OFFS .....	19
12.09	BUMPING .....	19
12.10	RECALL PROCEDURE .....	20
12.11	RECALL - RIGHT TO REFUSE .....	20
12.12	TEMPORARY ASSIGNMENT .....	20
<b>ARTICLE 13 - JOB POSTING (OTHER THAN TRAINING) .....</b>		<b>21</b>
13.01	JOB OPENINGS .....	21
13.02	SELECTION OF SUCCESSFUL APPLICANT .....	21
13.03	RETURN TO FORMER JOB .....	21
13.04	SUCCESSFUL APPLICANT NOTICE .....	21
13.05	UNFILLED VACANCY .....	21
<b>ARTICLE 14 - TRAINING POSITIONS .....</b>		<b>21</b>
14.01	JOB OPENINGS (TRAINEES) .....	21
14.02	SELECTION OF SUCCESSFUL APPLICANT .....	22
14.03	TRIAL PERIOD .....	22
14.04	LOCK-IN .....	22
14.05	TRAINEE PAY RATES .....	22
14.06	REMOVAL FROM TRAINING .....	22
14.07	APPRENTICES .....	23
14.08	TRAINING PERIODS AND INCREMENTS .....	23
14.09	COURSE TUITION .....	23
<b>ARTICLE 15 - GENERAL PROVISIONS .....</b>		<b>24</b>
15.01	WORK AWAY FROM PLANT .....	24
15.02	COPY OF AGREEMENT .....	24
15.02	PAID EDUCATION LEAVE .....	24
15.04	NATIONAL DAY OF MOURNING .....	24
<b>ARTICLE 16 - LEAVES OF ABSENCE .....</b>		<b>25</b>
16.01	BEREAVEMENT AND EMERGENCY LEAVES .....	25
16.02	JURY DUTY .....	25
16.03	UNION LEAVE .....	25
16.04	LEAVE FOR PERSONAL REASONS .....	26
16.05	PREGNANCY/PARENTAL LEAVE .....	26
16.06	LEAVE FOR UNION BARGAINING COMMITTEE .....	29
<b>ARTICLE 17 - EMPLOYEE BENEFITS .....</b>		<b>30</b>
17.01	BENEFITS .....	30
17.02	PREMIUMS .....	30
17.03	MEDICAL SERVICES PLAN .....	30
17.04	ELIGIBILITY .....	30
17.05	SICK LEAVE .....	31
17.06	EI PREMIUM REBATE .....	31
17.07	RRSP .....	31
<b>ARTICLE 18 - WAGES .....</b>		<b>31</b>
18.01	PAY DAYS .....	31
18.02	NEW CLASSIFICATIONS .....	31
18.03	WORK IN OTHER CLASSIFICATIONS .....	31



<b>ARTICLE 19 - TECHNOLOGICAL CHANGE .....</b>	<b>31</b>
19.01    DEFINITION .....	31
19.02    INTRODUCTION .....	32
19.03    DATA TO BE PROVIDED .....	32
19.04    NOTICE TO EMPLOYEES AFFECTED .....	32
19.05    CONSULTATION .....	32
19.06    FAILURE TO AGREE .....	33
19.07    GRIEVANCES PERTAINING TO TECHNOLOGICAL CHANGE .....	33
19.08    REDUCTION IN NUMBER OF EMPLOYEES AS A RESULT OF TECHNOLOGICAL CHANGE .....	33
19.09    SEVERANCE .....	33
<b>ARTICLE 20 - SAVINGS CLAUSE .....</b>	<b>33</b>
20.01    NEW LEGISLATION .....	33
20.02    NOTICE TO NEGOTIATE .....	33
<b>ARTICLE 21 - WORKPLACE DISCRIMINATION/HARASSMENT PREVENTION AND RESOLUTION .....</b>	<b>34</b>
21.01    PURPOSE .....	34
21.02    POLICY .....	34
21.03    WORKPLACE DISCRIMINATION/HARASSMENT DEFINITION .....	34
21.04    SEXUAL HARASSMENT .....	34
21.05    RESPONSIBILITY .....	35
21.06    COMPLAINT PROCEDURE .....	35
21.07    INVESTIGATION BY THE PARTIES .....	35
21.08    SCOPE OF THE ARBITRATION .....	35
21.09    TRANSFER OF EMPLOYEE .....	35
21.10    OTHER THIRD PARTY REMEDIES .....	36
21.11    REASONABLE DUTY TO ACCOMMODATE .....	36
<b>ARTICLE 22 - DURATION OF AGREEMENT .....</b>	<b>36</b>
22.01    TERM .....	36
22.02    NOTICE TO BARGAIN .....	36
22.03    SECTION 50 (2) AND (3) .....	36
<b>APPENDIX "A" .....</b>	<b>38</b>
RE:    WAGES .....	38
<b>APPENDIX "B" - JOB GROUPS, CLASSIFICATIONS &amp; TRAINING SCHEDULE .....</b>	<b>39</b>
<b>LETTER OF UNDERSTANDING #1 .....</b>	<b>64</b>
RE:    PART TIME WORKERS .....	64
<b>LETTER OF UNDERSTANDING #2 .....</b>	<b>65</b>
RE:    SENIORITY RE-ESTABLISHED .....	65
<b>LETTER OF UNDERSTANDING #3 .....</b>	<b>66</b>
RE:    3 X 12, FRIDAY TO SUNDAY SHIFT & THURSDAY TO SATURDAY SHIFT .....	66
<b>LETTER OF UNDERSTANDING #4 .....</b>	<b>69</b>
RE:    SEVERANCE PAY .....	69
<b>FROM THE OCCUPATIONAL HEALTH AND SAFETY REGULATIONS .....</b>	<b>71</b>
RE:    REFUSAL OF UNSAFE WORK .....	71

## **ARTICLE 1 - RECOGNITION**

### **1.01 BARGAINING RECOGNITION**

The Company recognizes the Union as the sole and exclusive bargaining agency for its employees, as defined in Clause 1.02 hereof, for the purpose of determining all working conditions and conditions of employment.

### **1.02 BARGAINING UNIT DEFINED**

The term "employee" as used in and for the purpose of this Agreement shall include all employees of the Company except those employees excluded by the certification issued under the *Labour Relations Code of British Columbia*.

### **1.03 NO OTHER AGREEMENT**

No employees shall be required or permitted to make a written or oral agreement with the Company which may conflict with the terms of this Agreement.

### **1.04 BARGAINING UNIT WORK**

Supervisors may continue to do bargaining unit work as per past practice. For greater certainty, the intention is that the Supervisors are not to do work which will deprive the Bargaining Unit of a full-time job.

## **ARTICLE 2 - RESERVATIONS TO MANAGEMENT**

### **2.01 COMPANY RECOGNITION**

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

### **2.02 RIGHT TO SELECT EMPLOYEES**

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 provisions of this Agreement.

### **2.03 COMPANY RULES AND REGULATIONS**

The Company also reserves the right to supplement and alter from time to time reasonable rules and reasonable regulations to be observed by the employees. Said regulations and rules shall not be inconsistent with the provisions of this Agreement.

**ARTICLE 3 - UNION SECURITY**

**3.01 UNION DUES DEDUCTIONS**

- (a) The Company agrees to deduct once each month, from the earnings of each employee covered by this Agreement, such sum by way of monthly dues and/or assessments, as may be fixed by the Local Union in accordance with the Union's Constitution. The total amount so deducted, with an itemized statement of same in duplicate, shall be forwarded to the Union, prior to the fifth (5<sup>th</sup>) day of the month, immediately following, in the manner provided for in Sub-Section (b) hereof.
- (b) Cheques shall be made payable to the Local Union Secretary-Treasurer and forwarded to the Local Union.

**3.02 MEMBER IN GOOD STANDING**

The Company agrees that any employee who, after the date of signing this Agreement, joins or rejoins the Union shall, as a condition of continued employment, maintain membership in the Union in good standing.

**3.03 NO OTHER DEDUCTIONS**

Refusal on the part of any employee to sign any authorization for deduction except as provided in this Agreement shall not be cause for discipline.

**3.04 CONSULTATION WITH UNION; PRIOR TO CERTAIN CHANGES**

The Company agrees to consult with the Chief Shop Steward or designate if available on the premises prior to discharging or laying off any employee.

**3.05 RIGHT TO HIRE**

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.

**3.06 SHOP STEWARDS**

The Union membership shall elect employees who will be known as the Shop Stewards Committee. 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 does not interfere with the work and production of the Company.

### **3.07 ACCESS TO COMPANY PREMISES**

Upon notification to the Company, the Union Representative(s) shall be allowed access to the Company's premises during the luncheon period on routine matters. When it is desirable or necessary to hold a meeting during the luncheon period, or to enter the premises at any other time than the luncheon period, permission shall be first obtained from the Management. Such permission shall not be unreasonably withheld.

### **3.08 BULLETIN BOARDS**

The Union will have the exclusive use of one (1) bulletin board in each shop/building and/or lunchroom provided by the Company, for the purpose of posting official Union notices and publications which may be of interest to Union members. All such material may be posted only upon the authority of the Executive Committee of the Union. Posted notices shall not be of a partisan political nature or contain comments derogatory to the Company.

### **3.09 DISCLOSURE OF PERSONAL INFORMATION TO THE UNION**

- (a) In order to fulfill its obligations as the exclusive bargaining agent for members of the Bargaining Unit, from time to time the Union may require the disclosure by the Employer, of personal employee information relating to Bargaining Unit employees. Where not prohibited by law, and where the information is relevant to a specific issue or grievance covered by the terms of this Collective Agreement, the Employer agrees to release the information requested. Release by the Employer of personal health information shall require the employee's prior written authorization.
- (b) The Union agrees that it will use such information for the sole purpose of carrying out its duties and obligations as a Representative of the employees and that it will use and maintain the information in a manner consistent with the Union's internal privacy policy and any applicable legislation. The Union further agrees to hold the Employer harmless against any claim which may arise in complying with the requirements of this Clause.
- (c) Requests for personal information by the Union must be in writing and must specify the information requested and the purpose for which it will be used.

## **ARTICLE 4 - HOURS OF WORK**

### **4.01 DEFINITIONS**

- (a) Work Day - Defined as eight (8) consecutive hours, exclusive of the one-half (½) hour lunch period.
- (b) Work Week - The normal work week shall be forty (40) hours between Monday and Friday.
- (c) Tuesday - Saturday Work Week - The Company may institute a Tuesday - Saturday work week. In such cases, the Saturday worked will be at straight-time rates. For the weekend immediately prior to the first Tuesday - Saturday shift, the regular days off shall be Saturday, Sunday and Monday. For the weekend immediately following the last shift, the regular day off shall be Sunday. Regular days off for weekends other than the first or last shall be Sunday and Monday.

Manning a Tuesday - Saturday shift shall be accomplished first by offering the opportunity to work it to employees with the ability to perform the required work without supervision in order of seniority and then, if there are not sufficient volunteers, assigning it to employees commencing with the most junior employee with the ability to perform the work without supervision.

### **4.02 DAY SHIFT START TIMES**

#### **Site 1**

- A. Machine shop and other areas working two (2) full shifts – 5:30 am
- B. Other – 7:00 am to 8:00 am

#### **Site 2**

- A. Machine Shop – 5:00 am
- B. Back gauge and other – 7:00 am to 8:00 am
- C. Burning and Welding – 6:00 am

Day shift shall not start any earlier or later than the times listed above except by mutual agreement between the Company and the Employee.

### **4.03 AFTERNOON SHIFT**

When an afternoon shift is worked, it shall commence immediately following the day shift and shall consist of seven and one-half (7½) hours work for which eight (8) hours shall be paid.



#### **4.04 GRAVEYARD SHIFT**

When a graveyard shift is worked, it shall commence immediately following the afternoon shift and shall consist of seven (7) hours work for which eight (8) hours shall be paid.

#### **4.05 NOTICE OF SHIFT CHANGE**

Employees shall receive forty-eight (48) hours' notice of shift change.

#### **4.06 LUNCH PERIOD**

Employees will receive a thirty (30) minute unpaid lunch period near the mid-point of their shift. If employees are required to work during the mid-shift lunch period, they will be given an alternate lunch period.

#### **4.07 REST PERIODS**

- (a) There shall be two (2) fifteen (15) minute rest periods in each shift. They shall be at:

Day Shift	10:00 to 10:15 a.m. and 3:00 to 3:15 p.m.
Afternoon Shift	6:30 to 6:45 p.m. and 10:30 to 10:45 p.m.
Graveyard Shift	2:30 to 2:45 a.m. and 6:30 to 6:45 a.m.

- (b) If employees are required to work during the rest period(s) they will receive an alternate rest period within thirty (30) minutes.

#### **4.08 CLEAN-UP TIME**

Employees shall be allowed sufficient time during working hours to return tools and parts and clean their work area.

#### **4.09 CURRENT WORK SCHEDULES**

- (a) The compressed work week composed of four (4) ten (10) hour shifts shall be in effect from Monday to Thursday or Wednesday to Saturday for the life of this Agreement. The Company agrees to make every reasonable effort to accommodate an employee who is unable to work the compressed work week (ie: 5 days X 8 hours = 40-hour week).

This Article and the remainder of the Collective Agreement is to be considered as amended where necessary to accommodate the compressed work schedule. This general accommodation is not restricted by the specific references to the compressed work week schedule in Clause 7.06 of this Agreement.

The compressed work week may be cancelled by one Party giving to the other thirty (30) days written notice.

- (b) The Company understands and agrees that in the case of manning the four (4) by ten (10) Wednesday to Saturday shift that the language of Clause 4.01 (c) regarding the manning of the Tuesday to Saturday shift applies.
- (c) In applying Clause 4.01 (c) as outlined above all affected employees will be offered the option of working the three (3) by twelve (12) Weekend of Shift (Friday to Sunday or Thursday to Saturday) as outlined in Letter of Understanding #3. The implementation of such a shift will only take place if enough employees volunteer for the shift.

#### **4.10 TEMPORARY HIRES**

A temporary employee is one that is employed for a special project or for a specified time, in either case, not to exceed three (3) months except by mutual agreement. The Union has to be notified whenever there is a temporary hire, at the time of the hire. The temporary employee shall be paid at the level classification they are hired at, as per Appendix A.

All temporary hires must pay union dues after thirty (30) calendar days.

#### **4.11 SHIFT SCHEDULE CHANGES**

The Union will be consulted under Section 54 of the *BC Labour Relations Code* regarding any shift schedules not contained in this Agreement.

### **ARTICLE 5 – OVERTIME**

#### **5.01 OVERTIME DEFINED**

Except as set out in Clause 5.08, all time worked in excess of eight (8) hours per day or forty (40) hours in any five (5) consecutive day period, shall be considered overtime.

For Employees on a compressed four (4) day work week, all time worked in excess of ten (10) hours per day or forty (40) hours in any four (4) consecutive day period, shall be considered overtime.

#### **5.02 OVERTIME (DAILY)**

Overtime shall be paid at the rate of time and one-half (1½ X) for the first three (3) hours during the employee's regular work day. All overtime beyond three (3) hours shall be paid at double time (2 X).

On the compressed four (4) day work week, overtime shall be paid at the rate of time and one-half (1½ X) for the eleventh (11<sup>th</sup>) hour and double time (2 X) will be paid for all hours worked beyond eleven (11) hours in the day.

**5.03 OVERTIME (REGULAR DAYS OFF)**

All overtime on an employee's regular days off shall be paid at time and one-half (1½ X) for the first eight (8) hours and double time (2 X) thereafter.

**5.04 OVERTIME (GENERAL HOLIDAYS)**

In addition to their general holiday pay, all overtime worked on a general holiday shall be paid at time and one-half (1½ X) for the first eight (8) hours and double time (2 X) thereafter.

**5.05 ALL OVERTIME VOLUNTARY**

Overtime will be voluntary except in the event of an unforeseen or emergency situation that may arise late on a shift or in the case of equipment breakdown.

**5.06 MAKE-UP TIME**

An employee requesting time-off may be allowed to make up the time lost during what would normally be overtime hours at straight-time rates.

**5.07 OVERTIME BREAKS**

Employees who work more than two (2) hours beyond the end of their regular shift shall receive an unpaid break of one-half (½) hour and will be provided with a meal.

**5.08 OVERTIME BANKING**

Employees who so desire may bank overtime payments during the year to a maximum of eighty (80) hours in any one (1) year. Such banked time may then be taken off at a mutually agreed time.

Only the premium portion of overtime payments may be banked and such premium shall be banked as dollar amounts. [i.e.: An employee earning twenty dollars (\$20) per hour who works one (1) hour at double time (2 X) will be paid twenty dollars (\$20) on their next regular pay and have twenty dollars (\$20) accumulated in their bank.]

When banked overtime is taken as time off, the employee will be paid at their regular rate of pay until such time as the number of dollars in their overtime bank is depleted.

Any remaining money in an employee's banked overtime payment account will be paid out to the employee in on lump sum on the payday prior to Christmas.

Employee requests for carry-over of banked overtime into the following calendar year shall be made in writing no later than December 1<sup>st</sup>. Such requests shall not be unreasonably denied.

Employees shall indicate their desire to have overtime payment banked no later than December 1<sup>st</sup> of each year for the following year.

#### **5.09 AFTER HOURS RECALL**

Any employee recalled to work by the Company following completion of regular shift hours on a regular work day shall be paid on an overtime basis for the actual time worked or shall be guaranteed a minimum of four (4) hours wages at straight-time rates, whichever is greater. This guarantee shall not apply if such overtime occurs immediately prior to or succeeding his/her regular shift hours.

#### **5.10 OVERTIME DISTRIBUTION AS APPLIED TO ARTICLE 5.03**

On Mondays the Company shall post an overtime list. Those employees interested in working overtime shall sign the list by Wednesday noon for overtime being distributed the following week.

Overtime for the following week shall be assigned by starting with the senior employee immediately junior to the last employee who worked overtime previously. After the most junior employee has had an overtime opportunity, assignment will again start with the most senior employee.

Only employees who are qualified and able to perform the overtime work in question shall be offered overtime.

### **ARTICLE 6 – VACATIONS**

#### **6.01 VACATION ENTITLEMENT**

<b><u>Years of Service</u></b>	<b><u>Vacation Period</u></b>	<b><u>Vacation Pay</u></b>
Less than 1 year	1 for each full month worked to a maximum of 10 days	4%*
1 year but less than 5 years	2 weeks	4%*
5 years but less than 10 years	3 weeks	6%*

10 years and over

4 weeks

8%\*

\* of gross earnings from the employee's last anniversary date.

## **6.02 VACATION SCHEDULING**

Employees shall accrue vacation based on the anniversary of their date of hire and the vacation schedule shall cover the period January 1<sup>st</sup> to December 31<sup>st</sup>.

Vacation pay, if accrued, will be paid at the time an employee takes vacation in such a manner as to maintain the employee's regular earnings. Any remaining vacation pay for that year shall be paid-out by the Employer no later than the first (1<sup>st</sup>) full pay period in January of each year.

Vacation entitlement cannot be banked or carried over from year to year.

The Employer may schedule a plant shut-down for the week before and the week after BC Day weekend during which employees shall have the option of using two (2) weeks of their vacation or continue working. A second (2<sup>nd</sup>) shut-down may be scheduled for five (5) working days, exclusive of the general holidays at Christmas, during which time employees with a third (3<sup>rd</sup>) week of vacation shall have the option of using one (1) week of their vacation or continue working.

All employees shall be required to take a minimum of two (2) weeks' vacation from work every year.

## **6.03 VACATION PAY ON TERMINATION**

Upon leaving the Company, employees will receive all outstanding vacation pay at four (4), six (6) or eight (8) percent, whichever is applicable, with their final pay cheque.

# **ARTICLE 7 - GENERAL HOLIDAYS**

## **7.01 STAT HOLIDAYS DEFINED**

All employees covered by this Agreement will receive eight (8) hours' pay at their regular straight time rates for each of the following Plant Holidays (regardless of the day on which the holiday falls) in addition to any wages which they may be in receipt of for work performed on such holidays:

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



and any other day declared a Statutory Holiday by the Provincial and/or Federal Government.

#### **7.02 SATURDAYS AND SUNDAYS**

When General Holidays fall on Saturday or Sunday, they will be celebrated on Monday.

#### **7.03 VACATION**

Should any of the above holidays occur during an employee's vacation period, he/she will be given an extra day's vacation with pay for each holiday to be taken at the beginning of or the end of the vacation period.

#### **7.04 ELIGIBILITY**

In order to qualify for eight (8) hours' pay for the above General Holidays, the employee must have completed thirty (30) calendar days employment with the Company and work his last regularly scheduled shift before the holiday and his first (1<sup>st</sup>) regularly scheduled shift after the holiday except where authorization is obtained from the Employer.

#### **7.05 NOT ACTIVELY EMPLOYED**

Employees not actively employed because of:

- |           |   |  |
|-----------|---|--|
| - Lay-off | } |  |
| - Illness | } | and not eligible for W.C.B. or U.I.C.  |
|           | } | sick benefit payments for the involved |
| - Injury  | } | General Holiday(s)                     |

and who work sometime within the fourteen (14) day period prior to the General Holiday in question, will qualify for General Holiday pay for such General Holiday.

#### **7.06 STATUTORY HOLIDAY PAY FOR COMPRESSED WORK WEEKS**

Employees working the compressed work week scheduled will receive ten (10) hours' pay at their regular straight time rates for each General Holiday.

### **ARTICLE 8 - GRIEVANCE PROCEDURE**

#### **8.01 PROCEDURE**

Any difference concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement, which cannot be resolved between the Shop Steward and his/her immediate Supervisor, shall be dealt with in the following manner:

- (a) Step 1 - Within five (5) working days of the grievor's knowledge of the occurrence of the grievance, the employee concerned may, in the presence of his/her Steward, submit a grievance in writing to the Supervisor who shall reply to the Shop Steward within three (3) working days after the grievance was submitted.
- (b) Step 2 - Failing satisfactory settlement at Step 1, the Union's Shop Steward with or without the Union Staff Representative, may within five (5) working days of receiving the answer in Step 1, submit the grievance to the Plant Manager who shall render his/her decision to the Shop Steward within four (4) working days, after receipt of the grievance.
- (c) Step 3 - Arbitration

#### **8.02 GROUP, UNION, COMPANY, POLICY OR DISCHARGE GRIEVANCES**

Group, Union, Company, Policy or Discharge Grievances shall be admitted at Step 2 of the Grievance Procedure.

#### **8.03 GRIEVOR'S RIGHT TO BE PRESENT**

The grievor may elect to be present at any stage of the Grievance Procedure.

#### **8.04 TECHNICAL ERRORS OR OMISSIONS**

No technical error or omission will render a Grievance inarbitrable.

#### **8.05 TIME TO PROCESS GRIEVANCE**

Shop Stewards shall be allowed time during regular working hours to meet with Management for the purpose of processing employee grievances. Only one (1) Shop Steward shall be entitled to time to meet Management for each grievance except for grievances pursuant to Clause 8.02 when two (2) Shop Stewards will be allowed to attend this meeting.

### **ARTICLE 9 - ARBITRATION**

#### **9.01 ARBITRATION PROCEDURES**

If the procedures set forth in Article 8, do not result in a solution being reached, the dispute shall be referred to Arbitration as follows:

- (a) The Parties agree that a single arbitrator shall be used as provided for in the *Labour Relations Code of BC*. The Company and the Union shall make every effort to agree on the selection of the arbitrator within ten (10) working days after the

party requesting arbitration has delivered written notice, as required in Section (1).

- (b) In the event that the Parties fail to agree on the choice of the arbitrator, they shall forthwith request the Director of the Collective Agreement Arbitration Bureau to appoint an arbitrator.
- (c) The arbitrator shall hear the Parties, settle the terms of the question to be arbitrated, and make his/her award within fifteen (15) days from the day of the hearing. This time limit may be extended by the mutual agreement of the Parties.

#### **9.02 NO POWER TO MODIFY**

The arbitrator shall not be vested with power to change, modify or alter any of the terms of this contract, although the Arbitrator shall have the right to modify any penalty imposed by the Company on an employee.

#### **9.03 EXPENSES OF THE ARBITRATOR**

Each Party shall bear half (½) the cost of the arbitrator and each party shall pay its own costs.

#### **9.04 ARBITRATOR TO REMAIN SEIZED**

The Arbitrator shall remain seized regarding any issue arising out of an arbitral award he or she has written.

#### **9.05 DECISION TO BE FINAL AND BINDING**

The decision of the arbitrator shall be final and binding on both Parties.

### **ARTICLE 10 – DISCIPLINE**

#### **10.01 JUST CAUSE**

The Company agrees that an employee bound by this Agreement may only be disciplined for just and reasonable cause.

#### **10.02 REASONS FOR DISCIPLINE WRITTEN**

The Company shall set out its written reasons for any discipline resulting in the discipline, suspension or discharge of an employee. This requirement shall also pertain to any documented verbal warnings.

#### **10.03 RIGHT TO REPRESENTATION**

The Company agrees that if the Company chooses to implement written discipline, suspension or discharge on an employee, a Shop Steward shall be present.

#### **10.04 SIGNING NOT AGREEMENT**

Whenever an employee signs a document pertaining to discipline, he/she does so only to acknowledge that he/she has been notified accordingly.

#### **10.05 PICKET LINE**

It shall not be considered a violation of this Agreement for an employee to refuse to cross a picket line which has been established as a result of a bona-fide labour dispute between a recognized Trade Union and a Company with whom the picketing union has a dispute.

#### **10.06 EMPLOYEE AND UNION ADVISED OF COMPLAINT**

No discipline shall be recorded against an employee nor may be used against him/her at any time unless said employee and the Union are advised accordingly in writing within five (5) working days of the Company's knowledge of the incident or occurrence, giving rise to the discipline.

#### **10.07 CANCELLATION OF RECORDED COMPLAINT**

- (a) Any complaint recorded against an employee shall automatically be cancelled and removed from the employee's file after eighteen (18) months unless the employee receives another complaint for a similar offence within eighteen (18) months of the former complaint. No mention of the complaint may be raised against the employee thereafter.
- (b) Any mention of a suspension shall be cancelled after twenty-four (24) months, unless another suspension for a similar offence occurs within twenty-four (24) months of the former suspension. No mention of the suspension may be raised against the employee thereafter.

### **ARTICLE 11 - SHOP HEALTH & SAFETY**

#### **11.01 COMPLIANCE AND RESPONSIBILITY**

- (a) Compliance with Legislation - The Company shall comply with all applicable provincial and municipal health and safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice to be improved upon by agreement of the Industrial Health and Safety Committee or negotiations with the Union.

- (b) **Company Responsibility** - The Company agrees to maintain adequate provision for the health and safety of its employees. To ensure this responsibility is carried out, the Company shall:
- (i) ensure work places, equipment, work methods and tools are safe;
  - (ii) inform its employees of any situation relating to their work which may endanger their health or safety, as soon as it learns of the said situation and take all reasonable measures necessary to correct said situation;
  - (iii) inform employees adequately regarding the risks relating to their work, and provide appropriate training and supervision so that the employees have the skills and knowledge necessary to safely perform the work assigned to them;
  - (iv) ensure that the necessary investigations, inspections and analyses are carried out, and cooperate with the health and safety committee when there are situations liable to endanger the health or safety of employees.

#### **11.02 COOPERATION**

The Union and the employees agree to cooperate fully with the Company on all matters of health and safety.

#### **11.03 UNION - COMPANY HEALTH AND SAFETY COMMITTEE**

- (a) An Industrial Health and Safety Committee shall be established which is composed of two (2) Bargaining Unit members from Halkin Tool elected annually by the Bargaining Unit and two (2) members from Halkin Tool chosen by the Company.
- (b) A chairperson and a secretary shall be elected from and by the members of the committee. Where one of the positions is filled by a Company member, the other shall be filled by a Union member and vice-versa.
- (c) The Committee shall assist in creating a safe place to work, shall recommend actions which will improve the effectiveness of the health and safety program, shall review accident and near miss reports to determine cause and prevention and shall promote compliance with appropriate government regulations. The members of the Committee shall meet monthly during Company hours.
- (d) Time spent by members of the committee to carry out their regular duties during regular working hours shall be considered as time worked.



#### **11.04 ACCIDENT REPORTS**

Worksafe BC accident reports shall be completed promptly in accordance with Worksafe BC regulations. The Health and Safety Committee shall have access to all Worksafe BC reports.

#### **11.05 INJURED EMPLOYEE**

Reporting Procedure - Any employee suffering an injury while in the employ of the Company (performing or engaged in any activity which is covered by Worksafe BC) must report immediately to the First Aid Attendant or as soon thereafter as possible, and also report to this Attendant on returning to work.

#### **11.06 INJURED EMPLOYEE – TRANSPORTATION**

Employees injured on the job will be provided free transportation by the Company to and from a doctor's office, or a hospital and may be accompanied by a qualified person with First Aid training, if necessary and available on the Company premises. Employees requiring transportation home from a doctor's office or hospital following initial treatment shall be reimbursed for costs of such transportation.

#### **11.07 INJURED EMPLOYEE - DAILY EARNINGS**

If an employee is injured on the job and is sent home, the Company agrees to maintain his wages for the day of the injury. Employees sent home by the doctor shall provide a note from the doctor when making the claim for this payment.

#### **11.08 HOUSEKEEPING AND SANITATION**

All employees, as well as the Company, will observe the rules of good housekeeping and sanitation.

#### **11.09 WASHROOM, LUNCHROOM**

Adequate washroom, lunchroom and clothes lockers will be provided by the Company and kept in a sanitary condition. The Company will supply towels, soap, and other supplies normally found in rest rooms. Employees will cooperate by observing the rules of cleanliness.

#### **11.10 WORKSAFE BC**

- (a) In the event the Company protests an employee's claim for Workers' Compensation, the Company agrees to immediately advise the Staff Representative in writing and with the written permission of the employee will

provide the Union with an outline of the reasons for the protests along with copies of any correspondence to Worksafe BC regarding the protest.

- (b) First Aid Reports and Accident Investigation Reports shall only contain information that is relevant to the incident.
- (c) The Company agrees that an employee shall have access to his/her first aid records.

#### **11.11 FIRST AID ATTENDANTS**

If employees are appointed First Aid Attendants by the Company they shall receive hourly premiums as follows:

Level II \$1.25 (effective March 25, 2013)

If the Company sends an employee to take a first-aid course, the Company shall pay for the employee's time at straight-time rates plus the course fees.

#### **11.12 CLEAN FACILITIES**

The Company agrees to maintain the present lunchrooms including all appliances. The Company's present policy of no smoking in the lunchroom shall continue for the life of this Agreement.

#### **11.13 COVERALLS**

The Company shall continue its present practice of providing clean coveralls to the employees at no cost to the employees. Employees are expected to take reasonable care of clothing.

#### **11.14 RIGHT TO ACCOMPANY INSPECTORS**

One Union Safety Committee member shall be allowed to accompany Worksafe BC inspectors on an inspection tour and to speak with the inspector out of earshot of any other person. The Committee member shall receive his/her regular rate of pay during such tours.

#### **11.15 REHABILITATION OF DISABLED WORKERS**

If an employee is permanently disabled on or off the job, the Company and the Union will work together to find other suitable employment within the Company for the employee. Such other employment may be subject to special terms and conditions agreed to between the Company, the Union and the employee.

#### **11.16 EMPLOYEES WORKING ALONE**

No employees will be required to work alone in the plant without provision being made to periodically check on the employee's well-being.

#### **11.17 PRESCRIPTION SAFETY GLASSES**

Once every two (2) years, the Employer will pay up to three hundred dollars (\$300) for prescription safety glasses. Such prescription safety glasses must be CSA approved and have side shields. New employees will be responsible for supplying their own prescription safety glasses but will be reimbursed upon successful completion of their probation period.

Effective January 1<sup>st</sup>, 2010 CSA approved safety glasses with side shields shall be mandatory for all employees.

### **ARTICLE 12 - SENIORITY**

#### **12.01 SENIORITY PRINCIPLE**

- (a) The Parties recognize that, subject to Clause 12.01 (b), job opportunity and job security should increase in proportion to length of service.
- (b) In all cases of promotions, (except to supervisory positions not covered by this Agreement) when vacancies occur, when new jobs are created, when jobs are abolished or re-established, as well as in all cases of increase or decrease of forces, employees shall be given the right to a job in accordance with their length of continuous service, subject to their ability to perform the work in question to a standard at least relatively equal to that performed by the majority of employees performing the work.
- (c) Probationary Period - Seniority of each employee covered by this Agreement will be established after a probationary period of ninety (90) calendar days, and backdated to his/her date of hire within the Bargaining Unit.

#### **12.02 SENIORITY MAINTAINED**

Seniority will be maintained and accumulated during:

- (a) occupational injury and illness;
- (b) temporary illness or non-occupational injury;
- (c) all leaves of absence;
- (d) absence due to layoff for the following periods:
  - less than one (1) year seniority – six (6) months

- over one (1) year seniority – one (1) year

**NOTE:** Seniority accumulation on layoff will not bring an employee into a longer retention period.

### **12.03 SENIORITY CANCELLATION**

Seniority standing will be cancelled if an employee:

- (a) voluntarily leaves the employ of the Company;
- (b) is discharged for just cause and not reinstated under the terms of this Agreement;
- (c) is recalled to work and does not report within five (5) working days of delivery of notice to report;
- (d) is still on layoff and the seniority retention period has elapsed as described in Clause 12.02 (d);

### **12.04 SENIORITY LISTS**

The Company will prepare seniority lists of all employees which shall be presented to the Union within thirty (30) calendar days of the signing of the Agreement. This list will be posted for a period of sixty (60) calendar days, and will establish the seniority, regular rate and classification of an employee who does not protest his status in writing, within the said sixty (60) calendar days. Said lists will commence with the most senior employee, carry on downwards to the most junior employee, and contain the following information:

- 1. employee's name;
- 2. employee's starting date;
- 3. employee's regular classification and regular rate of pay;
- 4. probationary employees will also be shown on the list.

### **12.05 SENIORITY LISTS – ADDITIONAL**

Additional revised lists will be furnished to the Union as required from time to time. The Union agrees not to request such lists more frequently than once each ninety (90) calendar days.

### **12.06 NOTICE OF LAYOFF**

In the event of any layoff, seven (7) calendar days' notice of layoff will be given to each employee or pay in lieu thereof. This Clause will not apply in the event of emergencies such as fire, flood, power failure, equipment breakdown, proven customer order

cancellation, Acts of God, material shortages or other circumstances beyond the control of the Company.

#### **12.07 PAYMENTS ON LAY-OFF**

Upon laying off an employee, the Company will make full payment of all monies owed to that employee, forthwith if requested by the employee, otherwise only wages owing, along with Record of Employment Certificate.

#### **12.08 MAJOR LAY-OFFS**

When the Employer intends to permanently lay-off fifty (50) or more employees within a two (2) month period the Employer will give eight (8) weeks written notice of that intention to:

- (1) the Minister of Labour;
- (2) each employee whose employment may be terminated; and
- (3) the Union.

This notice shall contain the following information:

- (1) the likely number of employees to be laid-off;
- (2) the approximate date(s) of the lay-offs; and
- (3) the reasons for the lay-offs.

If, after the notice has been served, the Employer and the Union mutually agree, or if the Minister of Labour so orders, an industrial adjustment committee shall be formed comprised of equal members Representative of the Employer and of the employees to be laid-off. The object of this committee shall be to find, on a cooperative basis, means of:

- (1) reducing or eliminating the need for the lay-offs; or to
- (2) minimize the impact of the lay-offs on the employees affected.

This Clause will not apply in the event of emergencies such as fire, flood, power failure, machine breakdown, proven customer order cancellation, Acts of God or other circumstances beyond the control of the Company.

#### **12.09 BUMPING**

An employee vulnerable to lay-off may bump a junior employee subject to the restrictions in Clause 12.01 (b). Employees that choose to bump shall be provided with a minimum of sixteen (16) hours in which to familiarize themselves with the work and the machine(s). During this period the Employer shall provide the necessary orientation and instruction.



#### **12.10 RECALL PROCEDURE**

Subject to Clause 12.01 (b), laid-off employees with seniority will be given the first opportunity to be rehired. Employees will be notified of recall by telephone and also confirmed by couriered letter. If contact is not made by telephone, notice will be sent by courier to the employee's last known address. An employee being recalled must return to work as soon as reasonably possible after the first notice of recall as described above, but no longer than five (5) working days after the date of couriering the notice. A copy of the notice will be given to the Shop Steward.

It is the responsibility of laid-off employees to keep the Company informed of their current address and telephone number. Couriers will be instructed to:

- (a) leave the letter with whoever answers the door if that person indicates the employee still lives at the address;
- (b) return the letter to the Company if it is indicated the employee no longer lives there; or
- (c) to leave the letter at the address if no one answers the door.

Any one of the above shall constitute delivery of the notice of recall.

The Company will advise the Shop Steward if Clause 12.02 (b) or (c) occur.

#### **12.11 RECALL - RIGHT TO REFUSE**

On one occasion only, laid-off employees shall have the right to refuse a recall if the available work is estimated to be of less than one (1) month's duration. Such a refusal will neither jeopardize nor extend an employee's future recall rights.

An employee who refuses a recall shall not have the right to bump a junior employee at a later date should the available work extend beyond one (1) month.

Employees who intend to refuse a recall shall so advise the Employer immediately when contact with the employee is made by telephone or within forty-eight (48) hours of the date of delivery of the recall if contact is not made by telephone.

#### **12.12 TEMPORARY ASSIGNMENT**

The Company may, at any time temporarily assign any employee, or employees, to any class of work other than that on which he or they are normally employed.

**ARTICLE 13 - JOB POSTING (OTHER THAN TRAINING)**

**13.01 JOB OPENINGS**

All Bargaining Unit job openings over thirty (30) calendar days duration will be posted on the Bulletin Board in each shop/building for three (3) working days.

**13.02 SELECTION OF SUCCESSFUL APPLICANT**

Preference will be given to applications from the most senior employees in accordance with the principles established in Clause 12.01 (b) of this Agreement.

**13.03 RETURN TO FORMER JOB**

- (a) In the event that an employee is promoted in accordance with the provisions of this Article and within thirty (30) working days of such promotion he is not performing effectively, he will revert to his immediate previous job, without loss of seniority.
- (b) If additional people are required, they will be drawn from the previous posting, provided, however, there are enough applicants on the previous posting to fill the vacancy.

**13.04 SUCCESSFUL APPLICANT NOTICE**

The name of the successful applicant will be posted no later than five (5) working days after the removal of the Job Posting notice.

All job postings not filled by successful applicants within thirty (30) working days are considered void.

**13.05 UNFILLED VACANCY**

In the event that none of the applicants meet the requirements of the job in relation to Clause 12.01 (b) of the Agreement, the Company may fill the vacancy from any available source.

**ARTICLE 14 - TRAINING POSITIONS**

**14.01 JOB OPENINGS (TRAINEES)**

Trainee positions will be posted in accordance with Clause 13.01.

#### **14.02 SELECTION OF SUCCESSFUL APPLICANT**

Preference will be given to applications from the most senior employees, subject to their having completed the lock-in period, established in Clause 14.04 and their ability to meet the minimum qualifications for the job as set out in Clause 14.08.

#### **14.03 TRIAL PERIOD**

- (a) The successful applicant will be given a trial period of up to thirty (30) days worked, during which the Company will assess his ability to learn and acceptably execute the job. If at any point during the trial period, it is apparent the employee does not have the ability to learn and acceptably execute the job, he shall be returned to his former job.
- (b) It shall be the Company's responsibility to keep the employee informed of his progress during the trial period.
- (c) The trial period shall be credited as part of the training program for the purposes of Clauses 14.04 and 14.05.

#### **14.04 LOCK-IN**

Once an employee has entered into a trial and training program, he shall not be entitled to bid on any further jobs for the duration of the program plus either six (6) months or a period equal to the duration of the training program, whichever is greater. By mutual agreement between the employee and the Company, this requirement may be waived.

#### **14.05 TRAINEE PAY RATES**

- (a) Trainees will be paid in accordance with the increment schedule set out in Appendix "B".
- (b) Prior to moving into a new increment, employees will be evaluated by the Company and, depending upon their progress, either move into the increment or be held back. In some cases, if the Company determines progress has been exceptional, trainees may be moved ahead more than one (1) increment.

#### **14.06 REMOVAL FROM TRAINING**

In the event trainees are to be held back from moving into a new increment a second time, they shall be removed from the training program, and demoted to a lower classification where there is a vacancy, and they have the ability to perform the work. By agreement between the Company and the Union and the employee, an alternative to removal from the training program may be devised.

#### **14.07 APPRENTICES**

- (a) Apprentices shall be indentured under the Apprenticeship Act, and paid in accordance with the schedule set out therein. Apprentices, who would normally be working for the Company, shall receive the difference between their regular rate of pay and the Canada Employment training allowance while attending school.
- (b) Apprenticeship candidates will be evaluated by the Apprenticeship Committee. Apprenticeship candidates will be evaluated taking into consideration their existing skills, qualifications, attitude, attendance and the likelihood of successfully completing the apprenticeship. Where two (2) candidates are considered relatively equal, the senior applicant shall be chosen.
- (c) If an apprentice fails a term, he/she will be allowed to repeat the year but the Company will not pay the difference between Canada employment training allowance and his regular pay.
- (d) If an apprentice receives two failing grades, either in the same term or subsequent term, he/she will be removed from the Apprenticeship program.
- (e) An Apprenticeship Committee will be established consisting of the Shop stewards from Site #1 and #2 and two (2) Representatives from the Company. The Apprenticeship Committee will develop and oversee the Apprenticeship Program.
- (f) The wage grid outlined in Appendix "A" for Group Z will be applied for all Apprentices. L1 through to L9 will each be a six (6) month increment. No current employee will have their wages reduced as a result of the application of the grid, if they are successfully accepted for the Apprenticeship Program, except where an employee is changing trades. Where an employee is changing trades, they will be assessed by the Apprenticeship Committee and placed in L1 – 9 wage class.

#### **14.08 TRAINING PERIODS AND INCREMENTS**

In order to successfully apply for training positions, employees must possess the minimum qualifications set out in Appendix "B". Pay increments shall be as set for each job subject to Clause 14.05 (b).

#### **14.09 COURSE TUITION**

When an employee takes a company approved, job related course, the Company will pay up to one hundred percent (100%) of the tuition fees upon successful completion of the course.

In order to apply for tuition reimbursement, employees must have agreement from the Company prior to commencing the course.

## **ARTICLE 15 - GENERAL PROVISIONS**

### **15.01 WORK AWAY FROM PLANT**

Employees required to report for work outside the Company's premises shall be paid for all traveling time, plus transportation and incidental expenses.

### **15.02 COPY OF AGREEMENT**

The Company agrees to pay fifty percent (50%) of the cost of producing copies of the Collective Agreement. The Local shall produce the Collective Agreements in house and provide the Employer with an invoice.

### **15.02 PAID EDUCATION LEAVE**

- (a) Upon receipt of an invoice from the Union, the Employer agrees to pay into a special fund one thousand dollars (\$1000) once (1 X) per calendar year. The purpose of such leave will be to upgrade employee skills in all aspects of trade union functions. Such monies will be deposited into a trust fund established by the National Union, Unifor, and forwarded by the Employer to:

Unifor Paid Education Leave Program  
115 Gordon Baker Road  
Toronto, Ontario  
M2H 0A8

- (b) The Employer further agrees that members of the Bargaining Unit, selected by the Union to attend this program, will be granted leave of absence for twenty (20) days class time, plus travel time where necessary. Such leave of absence will be intermittent over a twelve (12) month period from the first (1<sup>st</sup>) day of leave. Employees will continue to accrue seniority and benefits during such leave.

### **15.04 NATIONAL DAY OF MOURNING**

Each year the Union shall send out a reminder that employees shall stop work on April 28<sup>th</sup> and observe one (1) minute of silence in memory of workers killed or injured on the job.

## **ARTICLE 16 - LEAVES OF ABSENCE**

### **16.01 BEREAVEMENT AND EMERGENCY LEAVES**

- (a) Bereavement Leave - Bereavement pay of up to three (3) days only will be paid by the Company for the death in the immediate family of a: spouse, child, step-child, mother, father, brother, sister, grandchild, mother-in-law, father-in-law. Bereavement Leave will be paid provided the employee misses work due to the death of one of the aforementioned family members. Extra time off without pay may be granted upon request. Such permission shall not be unreasonably withheld.
- (b) Bereavement pay of up to two (2) days will be paid in the event of a death of a grandparent.
- (c) Serious Family Illness - An unpaid leave of absence up to four (4) weeks may be granted to an employee to attend to a family member who has a serious illness providing the Company agrees. Such permission shall not be unreasonably withheld. The definition of family shall be provided for in Clause 16.01 (a). Payment of benefit premiums shall be maintained during this period.
- (d) The designation "spouse" is defined as a husband or wife in law, and/or as an individual who has cohabitated with his/her partner for a period of at least one (1) year.

### **16.02 JURY DUTY**

If an employee is called 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 that day, he will return to work as soon as possible after release from such service.

The employee will advise the Company of his impending absence as soon as he receives the summons.

### **16.03 UNION LEAVE**

If any employee of the Company should be selected to act as a delegate for the Union, he/she shall be allowed, upon ten (10) working days notification, reasonable leave of absence without pay for the transaction of Union business. To facilitate the administration of this Article Union Leave shall be with full pay and benefits and the Company will bill the Union for the costs. Not more than one (1) employee may be absent

under the provision at any one time except during contract negotiations when up to three (3) employees may be absent.

#### **16.04 LEAVE FOR PERSONAL REASONS**

An employee shall be granted a leave of absence without pay for sufficient reasons if he/she requests from the Company in writing and further, it is mutually agreed to between the Company and the employee. Company approval shall not be unreasonably withheld. If the employee takes a job elsewhere during this leave of absence without joint approval of the Company and the Union, he/she will be considered as having terminated his/her employment.

#### **16.05 PREGNANCY/PARENTAL LEAVE**

Employees shall be granted pregnancy/parental leave in accordance with the following:

##### **(A) Pregnancy Leave**

- (1) A pregnant employee who requests leave under this Clause is entitled to up to seventeen (17) weeks of unpaid leave:**
  - (a) beginning**
    - (i) no earlier than eleven (11) weeks before the expected birth date, and**
    - (ii) no later than the actual birth date, and**
  - (b) ending**
    - (i) no earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period, and**
    - (ii) no later than seventeen (17) weeks after the actual birth date.**
- (2) An employee who requests leave under this Clause after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.**
- (3) An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under Sub-Clauses (1) and (2).**
- (4) A request for leave must:**
  - (a) be given in writing to the Employer,**



- (b) if the request is made during the pregnancy, be given to the Employer at least four (4) weeks before the day the employee proposes to begin leave, and
    - (c) if required by the Employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under Sub-Clause (3).
  - (5) A request for a shorter period under Sub-Clause (A)(1)(b)(i):
    - (a) be given in writing to the Employer at least one (1) week before the date the employee proposes to return to work, and
    - (b) if required by the Employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.
- (B) Parental Leave
- (1) An employee who requests parental leave under this Clause is entitled to:
    - (a) for a birth mother who takes leave under (A) in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-five (35) consecutive weeks of unpaid leave beginning immediately after the end of the leave under (A) unless the Employer and employee agree otherwise;
    - (b) for a birth mother who does not take leave under (A) in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event;
    - (c) for a birth father, up to thirty-seven (37) consecutive weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event, and
    - (d) for an adopting parent, up to thirty-seven (37) consecutive weeks beginning within fifty-two (52) weeks after the child is placed with the parent.
  - (2) If the child has a physical, psychological or emotional condition(s) requiring an additional period of parental care, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under Sub-Clause (1).

- (3) A request for leave must:
  - (a) be given in writing to the Employer;
  - (b) if the request is for leave under Sub-Clause (1) (a), (b) or (c) be given to the Employer at least four (4) weeks before the employee proposes to begin leave, and
  - (c) if required by the Employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
- (4) An employee's combined entitlement to leave under Clause A of this Article and this section is limited to fifty-two (52) weeks plus any additional leave the employee is entitled to under Clause A(3) or Clause A(2) above.

(C) Duties of Employer

- (1) An Employer must give an employee who requests leave under this Part the leave to which the employee is entitled.
- (2) An Employer must not, because of an employee's pregnancy or a leave allowed by this Part:
  - (a) terminate employment, or
  - (b) change a condition of employment without the employee's written consent.
- (3) As soon as the leave ends, the Employer must place the employee
  - (a) in the position the employee held before taking leave under this Clause, or
  - (b) in a comparable position.
- (4) If the Employer's operations are suspended or discontinued when the leave ends, the Employer must, subject to the seniority provisions in a collective agreement, comply with Sub Clause (3) as soon as operations are resumed.

(D) Employment deemed continuous while employee on leave or jury duty:

- (1) The services of an employee who is on leave under Clause 16.5 are deemed to be continuous for the purposes of:

- (a) calculating annual vacation entitlement and entitlement for individual or group severance pay, and
  - (b) any pension, medical or other plan beneficial to the employee.
- (2) In the following circumstances, the Employer must continue to make payments to a pension, medical or other plan beneficial to an employee as though the employee were not on leave or attending court as a juror:
  - (a) if the Employer pays the total cost of the plan;
  - (b) if both the Employer and the employee pay the cost of the plan and the employee chooses to continue to pay his or her share of the cost.
- (3) The employee is entitled to all increases in wages and benefits the employee would have been entitled to had the leave not been taken or the attendance as a juror not been required.
- (4) Sub Clause (1) does not apply if the employee has, without the Employer's consent, taken a longer leave than is allowed under Clause 16.5.

#### **16.06 LEAVE FOR UNION BARGAINING COMMITTEE**

- (a) The Union shall select Bargaining Unit members who shall be granted, upon reasonable notice, a leave of absence without loss of pay, seniority or other benefits to attend to all business related to the negotiation of a revised Collective Agreement.
- (b) The Employer agrees to cover fifty percent (50%) of one (1) Bargaining Committee member's lost wages for days actually spent in bargaining. The Employer will continue to pay the entire Committee's regular wages on payroll and invoice the Local Union for wages the Employer is not responsible for.
- (c) All time off work under this Clause shall be considered time worked for the purposes of statutory holidays, vacation time, seniority, health and welfare benefits and any other applicable benefit or right under the Collective Agreement.

**ARTICLE 17 - EMPLOYEE BENEFITS**

**17.01 BENEFITS**

The Employer will make available to employees a benefit plan which shall include Life Insurance, AD&D, Long Term Disability, Extended Health Benefits and Weekly indemnity.

Effective upon ratification, increase vision care to three hundred and twenty-five dollars (\$325) every two (2) years.

**17.02 PREMIUMS**

The Company will pay one hundred percent (100%) of the premiums for medical, dental, life, AD&D, extended health benefits and long-term disability. Employees will pay one hundred percent (100%) of the premiums for weekly indemnity.

**17.03 MEDICAL SERVICES PLAN**

The Medical Services Plan shall be a separate benefit which the Company shall provide to the employees. The Company shall pay one hundred percent (100%) of the premium for said benefit.

**17.04 ELIGIBILITY**

- (a) Employees will be eligible for coverage after three (3) months of continuous employment.
- (b) Laid-off employees shall retain coverage as follows:
  - (i) Employees shall have their health and welfare benefits paid until the last day of the month following the month in which the lay-off occurs and shall be reinstated at the beginning of the month following recall.
  - (ii) Employees shall have their Medical Services Plan coverage paid until the last day of the month following the second (2<sup>nd</sup>) month in which the lay-off occurs.
  - (iii) Should an employee be recalled to work during a month and then laid-off again before the end of that month but after completing eighty (80) hours work in the month, the Employer shall remit the contribution required in Clause 17.02 (a) at the beginning of the following month.
- (c) The terms and conditions imposed by the insurance carrier shall determine eligibility for benefits.

**17.05 SICK LEAVE**

Effective January 1<sup>st</sup>, 2019, all employees who are eligible for coverage of benefits shall receive two (2) sick days per calendar year. There shall be no carry over of sick days. This does not apply when an employee is covered from the first (1<sup>st</sup>) day and paid by the Benefit Plan.

**17.06 EI PREMIUM REBATE**

The Employer will be entitled to retain the entire UI premium rebate.

**17.07 RRSP**

Effective March 25, 2013 - The Company will contribute seventy cents (70¢) per hour to a group RRSP for every employee hour worked. In addition, effective October 1, 2013 the Company will match employee contributions at twenty-five cents (\$0.25) per hour worked.

**ARTICLE 18 - WAGES**

**18.01 PAY DAYS**

Wages shall be paid during working hours every second Friday with a maximum five (5) days' held back. Employees will be given a statement indicating regular hours worked, overtime hours worked, deductions and year-to-date records.

**18.02 NEW CLASSIFICATIONS**

When a new classification is introduced by the Company, the Parties agree to negotiate a rate for the job in question.

If the Parties are unable to reach agreement within thirty (30) days the matter will be settled through the grievance and arbitration procedures of this Agreement.

**18.03 WORK IN OTHER CLASSIFICATIONS**

Employees, who temporarily change classifications, shall be paid the rate for the new classification commencing with the sixth (6<sup>th</sup>) work day he is in the classification.

**ARTICLE 19 - TECHNOLOGICAL CHANGE**

**19.01 DEFINITION**

The Parties are agreed that "technological change" means:

The introduction by the Company of a change in its equipment or material from the equipment or material previously used by the Company in its business.

#### **19.02 INTRODUCTION**

Where the Company introduces or intends to introduce a technological change that affects the terms, conditions and security of employment of a significant number of employees:

- (a) The Company agrees to notify the Union as far as possible in advance, of its intention, and to update the information provided as new developments arise and modifications are made;
- (b) The foregoing notwithstanding, when the job security of a significant number [twenty percent (20%) or more of current employees] of employees is affected, the Company shall provide the Union with at least two (2) months' notice that a technological change is intended, with a detailed description of the change it intends to carry out with a copy to the employee(s) anticipated to be affected.

#### **19.03 DATA TO BE PROVIDED**

The notice and description mentioned in Clause 19.02 shall be given in writing, and shall contain pertinent data, including:

- (a) the nature of the change;
- (b) the approximate date on which the Company proposes to effect the changes;
- (c) the approximate number, type and location of the employee or employees likely to be affected by the change;
- (d) the effects the change may be expected to have on the employees' working conditions, terms of employment, and security of employment;
- (e) all other pertinent data relating to the anticipated effects on employees.

#### **19.04 NOTICE TO EMPLOYEES AFFECTED**

The notice mentioned in Clause 19.02 and the information specified in Clause 19.03 shall also be given to employees who will be affected by the technological change.

#### **19.05 CONSULTATION**

Where the Company has notified the Union of its intention to introduce a technological change, the Parties shall meet within ten (10) days of the notice and shall endeavour to reach agreement on solutions to the problems arising from the intended technological change and on measures to be taken by the Company to reduce the impact of the change.

**19.06 FAILURE TO AGREE**

Where the Parties do not reach agreement within thirty (30) days of the commencement of formal consultation under Clause 19.05, and where various matters relating to the affected employees remain unresolved, either Party may refer the matter to arbitration under Article 8.

**19.07 GRIEVANCES PERTAINING TO TECHNOLOGICAL CHANGE**

Grievances over the application, operation or alleged violation of this Article shall commence at Step 3.

**19.08 REDUCTION IN NUMBER OF EMPLOYEES AS A RESULT OF TECHNOLOGICAL CHANGE**

In the event of a reduction in the number of employees as a consequence of technological change, the provisions of Article 12 shall apply.

**19.09 SEVERANCE**

When an employee is to be permanently laid-off as a result of technological change, he shall be entitled to notice of the lay-off (or pay in lieu of notice) in accordance with the *Employment Standards Act of B.C.*

**ARTICLE 20 - SAVINGS CLAUSE**

**20.01 NEW LEGISLATION**

If any Article or Section of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

**20.02 NOTICE TO NEGOTIATE**

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the Parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either Party, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the Parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the Arbitration Procedure.



## **ARTICLE 21 - WORKPLACE DISCRIMINATION/HARASSMENT PREVENTION AND RESOLUTION**

### **21.01 PURPOSE**

The Company and the Union agree that the purpose of this Article is to ensure to employees their right to be treated with dignity and respect, and to work in an environment free from any form of discrimination or harassment.

### **21.02 POLICY**

The Company agrees that it is Company policy to create a work environment that is free of discrimination and harassment. Therefore, the Company agrees to provide a work environment that is free of discrimination or harassment. Such an environment does not tolerate an atmosphere where an employee is subjected to offensive remarks, behaviour or surroundings that create intimidating, hostile or humiliating conditions. Actions contravening this policy will be grounds for discipline.

### **21.03 WORKPLACE DISCRIMINATION/HARASSMENT DEFINITION**

- (a) Discrimination or harassment is any offensive remark, behaviour or surrounding that creates intimidating hostile or humiliating working conditions that is:
  - (i) based on race/colour, ancestry, place or origin, ethnic origin, language or dialect spoken, citizenship, religion, gender, sexual orientation, age, marital status, family status, physical or mental disability, or criminal conviction unrelated to the employment of the employee;
  - (ii) offensive to any employee and is known, or should reasonably be known, to be unwelcome. This shall not apply to Supervisors or Managers in the proper exercise of their managerial functions.
- (b) Discrimination or harassment may include, but is not limited to:
  - (i) demands or threats, gestures, innuendo, remarks, jokes or slurs, displays of offensive materials, assault or taunting about a person's body, attire, customs, or mannerisms where they are related to any of the above grounds;
  - (ii) it can also include inappropriate or unwelcome focus or comments on a person's physical characteristics or appearance.

### **21.04 SEXUAL HARASSMENT**

- (a) Sexual harassment is any conduct, comment, gesture or contact of a sexual nature that:

- (i) is likely to cause intimidation, hostility, or to be offensive to a person;
- (ii) may, on reasonable grounds, be perceived by a person as placing a condition of a sexual nature on employment decisions (e.g. opportunity for training, promotion, etc.) affecting that individual.

#### **21.05 RESPONSIBILITY**

The Parties to this Agreement and all employees are responsible for contributing to such an environment that is free of discrimination and harassment. To assist in this endeavour the Company and the Union will exchange educational material.

#### **21.06 COMPLAINT PROCEDURE**

A complainant may either initiate a grievance as per the grievance procedure of the Collective Agreement or file a written complaint with the General Manager or his/her designate. The Union will be advised as soon as practicable of any such complaints.

#### **21.07 INVESTIGATION BY THE PARTIES**

The Parties agree that in the event of a complaint of harassment it will be investigated thoroughly by both Parties as referred to in Clause 21.06 in confidence. Employees reporting any incident of harassment are guaranteed protection from reprisal due to filing such a complaint.

#### **21.08 SCOPE OF THE ARBITRATION**

An Arbitrator or Arbitration Board hearing a complaint or grievance under this Article shall have the authority to:

- (a) Dismiss the grievance or complaint;
- (b) Determine the appropriate discipline up to and including dismissal;
- (c) Decide that the alleged harasser be transferred or demoted or to impose other terms or conditions necessary to provide final conclusive settlement of the grievance.

#### **21.09 TRANSFER OF EMPLOYEE**

Where harassment is proven and results in the transfer of an employee, it shall be the offender who is transferred. The complainant shall only be transferred with the complainant's consent.

#### **21.10 OTHER THIRD PARTY REMEDIES**

Nothing in this Article shall be considered to negate the right of an employee to seek compensation through civil or other legal means for any damages arising from a bona-fide complaint or harassment, including but not limited to hearing a Human Rights Complaint.

#### **21.11 REASONABLE DUTY TO ACCOMMODATE**

It is recognized that the prohibitions referred to in Clause 21.03 are to be interpreted and applied in accordance with the notion of a reasonable duty to accommodate.

### **ARTICLE 22 - DURATION OF AGREEMENT**

#### **22.01 TERM**

- (a) This Agreement shall be for the period from September 15, 2020 to and including March 15, 2022 and from year to year thereafter subject to the right of either Party to the Collective Agreement within four (4) months immediately preceding the date of expiry of this Collective Agreement, by written notice, to require the other Party to the Collective Agreement to commence collective bargaining.

#### **22.02 NOTICE TO BARGAIN**

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 Employer shall give notice of lockout or the Parties shall conclude a renewal or revision of this Agreement or a new Collective Agreement whichever shall first occur.


#### **22.03 SECTION 50 (2) AND (3)**

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

DATED AT New Westminster, B.C., this 10<sup>th</sup> day of March, 2021.

FOR THE COMPANY:  
HALKIN TOOL LTD.

  
\_\_\_\_\_  
Sherry Jensen, General Manager

  
\_\_\_\_\_  
Ian Tate, Chief Financial Officer

  
\_\_\_\_\_  
Carl Markwart, Controller

FOR THE UNION:  
UNIFOR LOCAL 114

  
\_\_\_\_\_  
Ken Spencer, Bargaining Committee

  
\_\_\_\_\_  
Linda Jensen, Local 114 Representative

  
\_\_\_\_\_  
Jean Van Vliet, National Representative

**APPENDIX "A"****RE: WAGES****Effective September 15, 2018 – 2.55%**

Level	Group A	Group B	Group C	Group D	Group Z
L1					21.59
L2					22.79
L3					24.01
L4					25.20
L5					26.39
L6	31.14	27.60	24.50	21.89	27.60
L7	32.59	28.80	25.55	22.78	28.80
L9	34.00	29.99	26.54	23.65	29.99
L11	35.40	31.20	27.58	24.49	31.20

**Effective September 15, 2019 - 2.55%**

Level	Group A	Group B	Group C	Group D	Group Z
L1					22.14
L2					23.37
L3					24.62
L4					25.84
L5					27.06
L6	31.94	28.30	25.12	22.45	28.30
L7	33.42	29.53	26.20	23.36	29.53
L9	34.86	30.75	27.22	24.25	30.75
L11	36.30	31.99	28.28	25.11	31.99

General wage increases shall only apply to an employee's regular hourly rate and shall not apply to the following premium add-on:

A     \$1.50 PER HOUR

Charge Hands (All current Lead Hands become Charge Hands effective March 25, 2013)

To be designated by the Company without a job posting.

**GROUP Z     APPRENTICES**

**APPENDIX "B" - JOB GROUPS, CLASSIFICATIONS & TRAINING SCHEDULE**

**GROUP A**

**A1) FIELD SERVICE**

**Description:** Must have a complete understanding of, and all necessary skills to independently and correctly complete, all aspects of machine installation as well as troubleshooting and repair of all systems. Understanding and skill regarding rigging and movement of equipment.

**Minimum Entry Qualifications:**

- B1, B2 and B4 or equivalent
- Superior communication and interpersonal skills
- Well groomed

**Training Increments:**

- Level 7 - 6 months at 90% of rate
- Level 9 - 6 months at 95% of rate

**Requirements for Advancement:**

- Level 7 - Consistently positive customer feedback on work performed by phone or in field.
- Level 9 - Successful field installations without supervision.
- Level 11 - After completing all requirements to perform the work as set out in the Job Description.

**A2) MACHINE OPERATOR IV**

**Description:** Has experience in the set up and operation of the following machines, and can perform work efficiently to shop standards without supervision. Has basic skills in arc and gas welding, and heat treating.

- 1) CNC Lathe, Mill and Planer
- 2) Turret and Centre Lathe
- 3) Mill or Boring Mill
- 4) Radial Arm and Gang Drill
- 5) Parts Assembly Station and Surface Grinder
- 6) Single Point or Milling Planer

**Minimum Entry Qualifications:**

- Machine Operator III or equivalent
- Journeyman papers

**Training Increments:**

- Level 7 - 6 months at 90% of rate
- Level 9 - 6 months at 95% of rate

**Requirements for Advancement:**

- Level 7 - Able to program, setup and run 2nd CNC machine to shop standards without supervision.
- Level 9 - Able to program, setup and run 3rd CNC machine to shop standards without supervision.
- Level 11 - After completing all requirements to perform the work as set out in the Job Description.

**A3) ELECTRONICS II**

**Description:** Must have complete understanding of, and all necessary skills to independently and correctly complete, all aspects of CNC control assembly, installation and troubleshooting.

**Minimum Entry Qualifications:**

- Electronics I or equivalent
- Advanced electronics courses

**Training Increments:**

- Level 7 - 6 months at 90% of rate
- Level 9 - 6 months at 95% of rate

**Requirements for Advancement:**

- Level 7 - Able to do component level troubleshooting and repairs without supervision.
- Level 9 - Able to do board level troubleshooting and repairs without supervision.
- Level 11 - After completing all requirements to perform the work as set out in the Job Description.



**A4) MILLWRIGHT III**

**Description:** Must have complete understanding of, and all necessary skills to independently and correctly perform preventative maintenance and troubleshoot, repair and upgrade plant equipment and facilities without supervision.

**Minimum Entry Qualifications:**

- Journeyman Papers
- Good communication skills

**Training Increments:**

- Level 7 - 6 months at 90% of rate
- Level 9 - 6 months at 95% of rate

**Requirements for Advancement:**

- Level 7 - Able to do advanced troubleshooting and repair of plant equipment independently.
- Level 9 - Able to design or modify facilities, systems and equipment independently.
- Level 11 - After completing all requirements to perform the work as set out in the Job Description.

**A5) HEAVY DUTY MECHANIC III**

**Description:** Must have complete understanding of, and all necessary skills to independently and correctly perform preventative maintenance and repairs and upgrades to all mobile equipment without supervision.

**Minimum Entry Qualifications:**

- Journeyman Papers
- Good communication skills

**Training Increments:**

- Level 7 - 6 months at 90% of rate
- Level 9 - 6 months at 95% of rate

**Requirements for Advancement:**

- Level 7 - Able to repair all aspects of mobile equipment independently.
- Level 9 - Able to troubleshoot all systems on mobile equipment independently.
- Level 11 - After completing all requirements to perform the work as set out in the Job Description.

**A6) ELECTRONICS/ELECTRICAL (MAINTENANCE) III**

**Description:** Must have complete understanding of, and all necessary skills to independently and correctly design electrical/electronic circuitry and perform upgrades and repairs to plant and equipment without supervision.

**Minimum Entry Qualifications:**

- Electronics/Electrical II or equivalent
- Advanced electronics courses or equivalent
- Basic programming skills

**Training Increments:**

- Level 7 - 6 months at 90% of rate
- Level 9 - 6 months at 95% of rate

**Requirements for Advancement:**

- Level 7 - Able to program in "C", "ASSEMBLY", AND "ELECTRIC LADDER" languages
- Level 9 - Able to do board level repairs independently.
- Level 11 - After completing all requirements to perform the work as set out in the Job Description.

**A7) TESTER III**

**Description:** Must have complete understanding of, and all necessary skills to independently and complete all aspects of final assembly and machine testing of all of our products. This would also include developing written procedures for testing and trouble shooting. Must be able to do advanced trouble shooting using the appropriate measuring tools. Must be able to train other service personnel. Must have understanding and skill regarding the rigging and movement equipment.

**Minimum Entry Qualifications:**

- Tester II or equivalent
- Upon completion of advanced electronic and hydraulics courses or equivalent Engineering degree, or Journeyman or relevant trade along with courses in non-ticket field.
- Excellent written and spoken communication skills.
- Proficient in computer usage.

**Training Increments:**

- Level 7 - 6 months as per rate schedule
- Level 9 - 6 months as per rate schedule

**Requirements for Advancement:**

- Level 7 - Able to meet complete description of one product
- Level 9 - Able to complete description of two products
- Level 11 - After completing all requirements to perform the work as set out in the Job Description.

**A8) CNC PROGRAMMER/MACHINE OPERATOR**

**Description:** Must have complete understanding and experience in on-machine programming, setting up and running all of our CNC machining equipment. Must have an understanding of current industry machining best practices and keep aware of relevant advancements. Must be able to plan machining sequence, tools required, created efficient programs with CAM, create set up sheets run first offs and communicate with machine operators as required. Must also be able to update all applicable program files and documentations in the data base.

**Minimum Entry Qualifications:**

- Machine Operator III or equivalent upon completion of advanced CAD/CAM courses
- Excellent written and spoken communication skills
- Proficient in computer usage

**Training Increments:**

- Level 7 - 6 months as per rate schedule
- Level 9 - 6 months as per rate schedule

**Requirements for Advancement:**

- Level 7 - Able to meet complete description for two CNC machines
- Level 9 - Able to complete description for four CNC machines
- Level 11 - After completing all requirements to perform the work as set out in the Job Description.

**GROUP B**

**B1) HYDRAULICS II**

**Description:** Must have complete understanding of, and all necessary skills to independently and correctly complete, all aspects of hydraulic systems with respect to construction, installation and troubleshooting.

**Minimum Entry Qualifications:**

- Hydraulics I or equivalent
- Basic hydraulics courses or equivalent
- Good communication skills

**Training Increments:**

- Level 7 - 6 months at 90% of rate
- Level 9 - 6 months at 95% of rate

**Requirements for Advancement:**

- Level 7 - Able to assemble and test tank and to complete checkout sheets, independently.
- Level 9 - Able to independently perform advanced troubleshooting of hydraulic and electrical systems.
- Level 11 - After completing all requirements to perform the work as set out in the Job Description.

**B2) MACHINE ELECTRICAL**

**Description:** Must have complete understanding of, and all necessary skills to independently and correctly complete, all aspects of machine electrical systems including CNC installation and troubleshooting.

**Minimum Entry Qualifications:**

- C6 and C8 or equivalent

- Good communication skills
- 70% pass mark on electrical trades exam

**Training Increments:**

- Level 7 - 6 months at 90% of rate
- Level 9 - 6 months at 95% of rate

**Requirements for Advancement:**

- Level 7 - Able to install and test CNC controller.
- Level 9 - Able to do advanced troubleshooting and modify electrical circuits independently when required.
- Level 11 - After completing all requirements to perform the work as set out in the Job Description.

**B3) FITTER WELDER II**

**Description:** Must have complete understanding of, and all necessary skills to independently and correctly complete, all aspects of machine assembly, including troubleshooting.

**Minimum Entry Qualifications:**

- Good communication skills
- Fitter Welder I or equivalent

**Training Increments:**

- Level 7 - 6 months at 90% of rate
- Level 9 - 6 months at 95% of rate

**Requirements for Advancement:**

- Level 7 - Able to fabricate and assemble machine frame independently.
- Level 9 - Able to fabricate and assemble complete machine independently.
- Level 11 - After completing all requirements to perform the work as set out in the Job Description.

**B4) MACHINE TESTER II**

**Description:** Must have complete understanding of, and all necessary skills to independently and correctly complete, all aspects of final assembly and machine testing, including writing testing report, troubleshooting and preparation for shipment.

**Minimum Entry Qualifications:**

- Machine tester I or equivalent
- Able to read and work from checkout sheets
- Basic hydraulic and electrical courses or equivalent

**Training Increments:**

- Level 7 - 12 months at 90% of rate
- Level 9 - 12 months at 95% of rate

**Requirements for Advancement:**

- Level 7 - Able to test all systems and to complete checkout sheets independently.
- Level 9 - Able to do basic troubleshooting of mechanical, hydraulic and electrical systems independently.
- Level 11 - After completing all requirements to perform the work as set out in the Job Description.

**B5) MACHINE OPERATOR III**

**Description:** Has experience in the setup and operation of the following, and can perform work efficiently to shop standards without supervision.

- 1) One CNC Machine
- 2) Lathe
- 3) Mill or Boring Machine
- 4) Radial Arm Drill
- 5) Parts Assembly Station or Surface Grinder
- 6) Single Point or Milling Planer

**Minimum Entry Qualifications:**

- Machine Operator II or equivalent
- 70% pass mark on mechanical trades exam

**Training Increments:**

- Level 7 - 6 months at 90% of rate
- Level 8 - 6 months at 92.50% of rate
- Level 9 - 6 months at 95% of rate

**Requirements for Advancement:**

- Level 7 - Able to setup and operate 4th machine independently.
- Level 8 - Able to setup and operate 5th machine independently.
- Level 9 - Able to setup and operate 6th machine independently.
- Level 11 - After completing all requirements to perform the work as set out in the Job Description.

**B6) BACK GAUGE ASSEMBLY**

**Description:** Must have a complete understanding of, and all necessary skills to independently and correctly complete, all aspects of generating, assembling, finishing and testing back gauges.

**Minimum Entry Qualifications:**

- Machine Operator II or equivalent

**Training Increments:**

- Level 7 - 6 months at 90% of rate
- Level 9 - 6 months at 95% of rate

**Requirements for Advancement:**

- Level 7 - Able to generate parts independently.
- Level 9 - Able to assemble and test independently.
- Level 11 - After completing all requirements to perform the work as set out in the Job Description.

**B7) TOOL & FIXTURE MAKER**

**Description:** Has experience in the setup and operation of the following manually operated machine tools in plant and can independently and efficiently produce accurate tooling and fixtures. Basic knowledge and skill in heat treating and welding is required.

**1) Lathe**



- 2) Mill
- 3) Radial and Gang drill
- 4) Surface Grinder

**Minimum Entry Qualifications:**

- Machine Operator II or equivalent
- Grade 12 metalwork or equivalent

**Training Increments:**

- Level 7 - 6 months at 90% of rate
- Level 9 - 6 months at 95% of rate

**Requirements for Advancement:**

- Level 7 - Able to build accurate tooling, jigs and fixtures with minimal supervision.
- Level 9 - Able to design and build accurate tooling, jigs and fixtures independently.
- Level 11 - After completing all requirements to perform the work as set out in the Job Description.

**B8) ELECTRONICS I**

**Description:** Must have complete understanding of, and all necessary skills to independently and correctly complete, all aspects of CNC control assembly and basic circuit board testing.

**Minimum Entry Qualifications:**

- Sufficient manual dexterity
- Basic electronics courses or equivalent
- Machine Operator I or equivalent

**Training Increments:**

- Level 6 - 6 months at 85% of rate
- Level 7 - 6 months at 90% of rate

**Requirements for Advancement:**

- Level 6 - Able to assemble CNC control independently.

- Level 7 - Able to stuff, solder, and test circuit boards and do basic troubleshooting and repair of control independently.
- Level 11 - After completing all requirements to perform the work as set out in the Job Description.

**B9) ELECTRONICS/ELECTRICAL (MAINTENANCE) II**

**Description:** Must have complete understanding of, and all necessary skills to independently and correctly install, upgrade, troubleshoot and repair all plant electrics and basic electronic and servo systems.

**Minimum Entry Qualifications:**

- Electronics/Electrical I or equivalent
- 70% pass mark on electrical trades exam
- Basic electronics courses or equivalent

**Training Increments:**

- Level 7 - 6 months at 90% of rate
- Level 9 - 6 months at 95% of rate

**Requirements for Advancement:**

- Level 7 - Able to troubleshoot and repair electronic and servo systems with minimal supervision.
- Level 9 - Able to troubleshoot and repair electrical, and basic electronic and servo systems independently.
- Level 11 - After completing all requirements to perform the work as set out in the Job Description.

**B10) HEAVY DUTY MECHANIC II**

**Description:** Must have complete understanding of, and all necessary skills to independently and correctly troubleshoot, repair and upgrade all basic systems on mobile equipment.

**Minimum Entry Qualifications:**

- Heavy Duty Mechanic I or equivalent
- 70% pass mark on mechanical trades exam

**Training Increments:**

- Level 7 - 6 months at 90% of rate
- Level 9 - 6 months at 95% of rate

**Requirements for Advancement:**

- Level 7 - Able to independently upgrade and repair basic electrical, mechanical and hydraulic system.
- Level 9 - Able to independently troubleshoot basic electrical, mechanical and hydraulic systems
- Level 11 - After completing all requirements to perform the work as set out in the Job Description.

**B11) MILLWRIGHT II**

**Description:** Must have complete understanding of, and all necessary skills to independently and correctly repair or modify basic plant equipment and facilities.

**Minimum Entry Qualifications:**

- Millwright I or equivalent
- 70% pass mark on mechanical trades exam

**Training Increments:**

- Level 7 - 6 months at 90% of rate
- Level 9 - 6 months at 95% of rate

**Requirements for Advancement:**

- Level 7 - Able to independently upgrade and repair basic electrical, mechanical and hydraulic systems.
- Level 9 - Able to independently troubleshoot basic electrical, mechanical and hydraulic systems
- Level 11 - After completing all requirements to perform the work as set out in the Job Description.

**B12) PAINTER I**

**Description:** Must have complete understanding of, and all necessary skills to independently and correctly complete all aspects of machinery painting to highest standards, including coordinating work with other departments. Experience/knowledge must also include surface prepping, primers, thinners, paints, top coat, temperature

effects, new developments in painting equipment available and health and safety requirements.

**Minimum Entry Qualifications:**

- Painter C2

Experience with paints other than those currently used for our machines

Demonstrated ability to work to the highest standards independently.

Official courses in paints and their application.

**Training Increments:**

- Level 7 - 6 months at 90% of rate
- Level 9 - 6 months at 95% of rate

**Requirements for Advancement:**

- Level 7 - Able to finish machine to shop standard.
- Level 9 - Demonstrated ability in all the areas of the job description.
- Level 11 - After completing all requirements to perform the work as set out in the Job Description.

**GROUP C**

**C1) BURN TABLE OPERATOR II**

Description: Must have complete understanding of, and all necessary skills to independently and correctly complete all aspects of operation the CNC burning theatre

**Minimum Entry Qualifications:**

- Burn Table Operator I or equivalent

**Training Increments:**

- Level 7 - 6 months at 90% of rate

**Requirements for Advancement:**

- Level 7 - Able to operate CNC burn theatre including reading and writing NC programs
- Level 11 - After completing all requirements to perform the work as set out in the Job Description.

**C2) PAINTER**

**Description:** Must have complete understanding of, and all necessary skills to independently and correctly complete all aspects of machinery painting to shop standards.

**Minimum Entry Qualifications:**

- D9 or previous painting experience
- Demonstrated ability to work to shop standards
- Sufficient manual dexterity

**Training Increments:**

- Level 7 - 6 months at 90% of rate
- Level 9 - 6 months at 95% of rate

**Requirements for Advancement:**

- Level 7 - Able to prep parts and do finished paint and putty work independently
- Level 9 - Able to complete machine to first coat of paint independently
- Level 11 - After completing all requirements to perform the work as set out in the Job Description.

**C3) FITTER WELDER I**

**Description:** Must have complete understanding of, and all necessary skills to independently and correctly complete all aspects of generating welded subassemblies

**Minimum Entry Qualifications:**

- Parts Welder or equivalent
- Able to read and work from blueprints

**Training Increments:**

- Level 7 - 6 months at 90% of rate
- Level 9 - 6 months at 95% of rate

**Requirements for Advancement:**

- Level 7 - Able to fabricate subassemblies with minimal supervision

- Level 9 - Able to fabricate subassemblies independently
- Level 11 - After completing all requirements to perform the work as set out in the Job Description.

**C4) YARDMAN**

**Description:** Must have complete understanding of, and all necessary skills to independently and correctly complete all aspects of yard work

**Minimum Entry Qualifications:**

- Yardman I or equivalent
- Good communication skills

**Training Increments:**

- Level 7 - 6 months at 90% of rate
- Level 9 - 6 months at 95% of rate

**Requirements for Advancement:**

- Level 7 - Able to operate shop press and shear independently
- Level 9 - Able to operate bobcat and grader independently
- Level 11 - After completing all requirements to perform the work as set out in the Job Description.

**C5) HYDRAULICS I**

**Description:** Must have complete understanding of, and all necessary skills to independently and correctly complete all aspects of basic fitting and prepping of hydraulic tank and installation

**Minimum Entry Qualifications:**

- Machine Operator I or equivalent
- Able to read and work from blueprints

**Training Increments:**

- Level 6 - 6 months at 85% of rate
- Level 7 - 6 months at 90% of rate

**Requirements for Advancement:**

- Level 6 - Able to prep and install components independently
- Level 7 - Able to generate and install hose and tube assemblies independently
- Level 11 - After completing all requirements to perform the work as set out in the Job Description.

**C6) ELECTRICAL WIRING II**

**Description:** Must have complete understanding of, and all necessary skills to independently and correctly complete all aspects of installation, wiring and circuit testing

**Minimum Entry Qualifications:**

- Electrical Wire I or equivalent
- Sufficient communication skills
- Basic electrical courses or equivalent

**Training Increments:**

- Level 7 - 6 months at 90% of rate
- Level 9 - 6 months at 95% of rate

**Requirements for Advancement:**

- Level 7 - Able to finish wire machines independently
- Level 9 - Able to do basic testing and troubleshooting independently
- Level 11 - After completing all requirements to perform the work as set out in the Job Description.

**C7) MACHINE OPERATOR II**

**Description:** Has experience in the setup and operation of any three of the following, and can perform work efficiently to shop standards without supervision.

- 1) Lathe
- 2) Mill or Boring Machine
- 3) Radial Arm Drill
- 4) Single Point or Milling Planer
- 5) Surface Grinder
- 6) Parts Assembly Station
- 7) CNC Machine

**Minimum Entry Qualifications:**

- Machine Operator I or equivalent
- Able to use precision measuring tools.

**Training Increments:**

- Level 7 - 6 months at 90% of rate
- Level 8 - 6 months at 92.50% of rate
- Level 9 - 6 months at 95% of rate

**Requirements for Advancement:**

- Level 7 - Able to setup and operate 1st machine independently.
- Level 8 - Able to setup and operate 2nd machine independently.
- Level 9 - Able to setup and operate 3rd machine independently.
- Level 11 - After completing all requirements to perform the work as set out in the Job Description.

**C8) ELECTRICAL CABINETS II**

**Description:** Must have complete understanding of, and all necessary skills to independently and correctly complete all aspects of stuffing and soldering circuit boards and assembling, wiring and testing cabinets and control stands.

**Minimum Entry Qualifications:**

- Electrical Cabinets I or equivalent
- Sufficient communication skills
- Able to read and work from schematics and blueprints

**Training Increments:**

- Level 7 - 6 months at 90% of rate
- Level 9 - 6 months at 95% of rate

**Requirements for Advancement:**

- Level 7 - Able to complete and test cabinets independently
- Level 9 - Able to do basic troubleshooting independently
- Level 11 - After completing all requirements to perform the work as set out in the Job Description.



**C9) MILLWRIGHT I**

**Description:** Does not possess the level of skill or understanding necessary to be able to independently and correctly complete all aspects of the job but is capable of performing the tasks required independently.

**Minimum Entry Qualifications:**

- Able to fulfill physical requirements
- Sufficient mechanical aptitude
- Grade 11 Metalwork or equivalent

**Training Increments:**

- Level 6 - 6 months at 85% of rate
- Level 7 - 6 months at 90% of rate

**Requirements for Advancement:**

- Level 6 - Able to service and repair basic mechanical, electrical and hydraulic systems with minimal supervision
- Level 7 - Able to service and repair basic mechanical, electrical and hydraulic systems independently
- Level 11 - After completing all requirements to perform the work as set out in the Job Description.

**C10) HEAVY DUTY MECHANIC I**

**Description:** Does not possess the level of skill or understanding necessary to be able to independently and correctly complete all aspects of the job but is capable of performing the tasks required independently.

**Minimum Entry Qualifications:**

- Able to fulfill physical requirements
- Sufficient mechanical aptitude
- Grade 11 Mechanics or equivalent

**Training Increments:**

- Level 6 - 6 months at 85% of rate
- Level 7 - 6 months at 90% of rate

**Requirements for Advancement:**

- Level 6 - Able to basic service and repairs with minimal supervision
- Level 7 - Able to basic service and repairs independently
- Level 11 - After completing all requirements to perform the work as set out in the Job Description.

**C11) ELECTRONICS/ELECTRICAL (MAINTENANCE) I**

**Description:** Does not possess the level of skill or understanding necessary to be able to independently and correctly complete all aspects of the job but is capable of performing the tasks required independently.

**Minimum Entry Qualifications:**

- Able to fulfill physical requirements
- Sufficient mechanical aptitude
- Grade 11 Electronics or equivalent

**Training Increments:**

- Level 6 - 6 months at 85% of rate
- Level 7 - 6 months at 90% of rate

**Requirements for Advancement:**

- Level 6 - Able to troubleshoot and repair basic electrical circuits independently
- Level 7 - Able to design and build basic electrical circuits independently
- Level 11 - After completing all requirements to perform the work as set out in the Job Description.

**C12) MACHINE TESTER I (PRESSES AND SHEARS)**

**Description:** Must have complete understanding of, and all necessary skills to independently and correctly complete all final assemblies.

**Minimum Entry Qualifications:**

- Machine Operator I or equivalent

**Training Increments:**

- Level 6 - 6 months at 85% of rate
- Level 7 - 6 months at 90% of rate

**Requirements for Advancement:**

- Level 6 - Able to perform final assemblies with minimal supervision
- Level 7 - Able to perform final assemblies independently
- Level 11 - After completing all requirements to perform the work as set out in the Job Description.

**GROUP D**

**D1) SANDBLAST OPERATOR**

**Description:** Must have the necessary skills to correctly and efficiently complete all aspects of operating the work area independently.

**Minimum Entry Qualifications:**

- Able to fulfill physical requirements
- Sufficient mechanical aptitude

**Training Increments:**

- Level 6 - 90 days at 85% of rate

**Requirements for Advancement:**

- Level 6 - Able to sandblast & grind to shop standards without supervision
- Level 11 - After completing all requirements to perform the work as set out in the Job Description.

**D2) PARTS WELDER**

**Description:** Must have the necessary skills to correctly and efficiently complete all aspects of operating the work area independently.

**Minimum Entry Qualifications:**

- Able to fulfill physical requirements
- Sufficient mechanical aptitude

**Training Increments:**

- Level 6 - 6 months at 85% of rate
- Level 7 - 6 months at 90% of rate

**Requirements for Advancement:**

- Level 6 - Able to do required welding with minimal supervision
- Level 7 - Able to do required welding independently
- Level 11 - After completing all requirements to perform the work as set out in the Job Description.

**D3) YARDMAN I**

**Description:** Must have the necessary skills to correctly and efficiently complete all aspects of operating the sandblast theatre and straightening press theatre, independently.

**Minimum Entry Qualifications:**

- Able to fulfill physical requirements
- Sufficient mechanical aptitude

**Training Increments:**

- Level 6 - 90 days at 85% of rate
- Level 7 - 90 days at 90% of rate

**Requirements for Advancement:**

- Level 6 - Able to operate sandblast & forklifts independently
- Level 7 - Able to operate straightening press independently
- Level 11 - After completing all requirements to perform the work as set out in the Job Description.

**D4) SHIPPER/RECEIVER**

**Description:** Must have a complete understanding of, and all necessary skills to independently and correctly receive and/or ship goods and handle minor purchasing functions.

**Minimum Entry Qualifications:**

- Able to fulfill physical requirements
- Valid driver's licence
- Sufficient clerical abilities
- Good interpersonal skills

**Training Increments:**

- Level 6 - 90 days at 85% of rate
- Level 7 - 90 days at 90% of rate
- Level 9 - 90 days at 95% of rate

**Requirements for Advancement:**

- Level 6 - Ability to do paperwork independently
- Level 7 - Able to do minor purchasing and customs paperwork independently
- Level 9 - Able to build crates to shop standards independently
- Level 11 - After completing all requirements to perform the work as set out in the Job Description.

**D5) MACHINE OPERATOR I**

**Description:** Has experience in the setup and operation of the following, and can perform work efficiently to shop standards without supervision.

1. Sawing
2. Drilling
3. Tapping
4. Deburring

**Minimum Entry Qualifications:**

- Able to fulfill physical requirements
- Sufficient mechanical aptitude

**Training Increments:**

- Level 6 - 6 months at 85% of rate
- Level 7 - 6 months at 90% of rate

**Requirements for Advancement:**

- Level 6 - Able to perform work to shop standards with minimal supervision
- Level 7 - Able to perform work to shop standards independently
- Level 11 - After completing all requirements to perform the work as set out in the Job Description.

**D6) ELECTRICAL CABINETS I**

**Description:** Must have a complete understanding of, and all the necessary skills to independently and correctly complete, all aspects of assembling and wiring cabinets and control stands.

**Minimum Entry Qualifications:**

- Able to fulfill physical requirements
- Sufficient manual dexterity

**Training Increments:**

- Level 6 - 6 months at 85% of rate
- Level 7 - 6 months at 90% of rate

**Requirements for Advancement:**

- Level 6 - Able to assemble and wire cabinets and control stand/console with minimal supervision.
- Level 7 - Able to assemble and wire cabinets and control stand/console independently.
- Level 11 - After completing all requirements to perform the work as set out in the Job Description.

**D7) BURN TABLE OPERATOR I**

**Description:** Must have the necessary skills to correctly and efficiently complete all aspects of operating the burning theatre independently

**Minimum Entry Qualifications:**

- Able to fulfill physical requirements
- Sufficient mechanical aptitude

**Training Increments:**

- Level 6 - 6 months at 85% of rate
- Level 7 - 6 months at 90% of rate

**Requirements for Advancement:**

- Level 6 - Able to operate burn table independently
- Level 7 - Able to operate burn theatre independently
- Level 11 - After completing all requirements to perform the work as set out in the Job Description.

**D8) ELECTRICAL WIRING I**

**Description:** Must have the necessary skills to correctly and efficiently complete all aspects of roughing-in wiring, mounting components and installing cabinet without supervision

**Minimum Entry Qualifications:**

- Able to fulfill physical requirements
- Sufficient mechanical aptitude

**Training Increments:**

- Level 6 - 3 months at 85% of rate
- Level 7 - 6 months at 90% of rate

**Requirements for Advancement:**

- Level 6 - Able to rough-in wiring independently
- Level 7 - Able to install electrical cabinets independently
- Level 11 - After completing all requirements to perform the work as set out in the Job Description.

**D9) PAINTER**

**Description:** Must have complete understanding of, and all necessary skills to independently and correctly complete all aspects of machinery prep for painting to shop standards.

**Minimum Entry Qualifications:**

- Sufficient manual dexterity

**Training Increments:**

- Level 6 – 6 months at 85% of rate
- Level 7 - 6 months at 90% of rate
- Level 9 - 6 months at 95% of rate

**Requirements for Advancement:**

- Level 6 – Able to use power tools and safety equipment independently, sand and wash parts for prep.
- Level 9 - Basic paint and putty work.
- Level 11 - After completing all requirements to perform the work as set out in the Job Description.

**GROUP Z**

**Z1) APPRENTICES**

**Description:** See Apprenticeship Standards

**Minimum Entry Qualifications:**

- Superior mechanical aptitude
- Able to fulfill physical requirements
- 70% pass mark on applicable trades exam

**Training Increments:**

- See Apprenticeship Standards

**Requirements for Advancement:**

- See Apprenticeship Standards
- Level 11 - After completing all requirements to perform the work as set out in the Job Description.



**LETTER OF UNDERSTANDING #1**

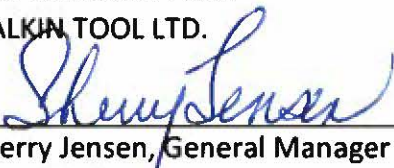
BETWEEN  
HALKIN TOOL LTD.  
AND  
Unifor, LOCAL 114

**RE: PART TIME WORKERS**

Part time workers may be employed by the Company for general duties, such as, shop or yard cleanup. They will not be part of the Bargaining Unit and will not be used to displace a full-time employee or otherwise reduce hours, wages or benefits of a full-time employee.

DATED AT New Westminster, B.C., this 10<sup>th</sup> day of March, 2021.

FOR THE COMPANY:  
HALKIN TOOL LTD.

  
Sherry Jensen, General Manager

  
Ian Tate, Chief Financial Officer

  
Carl Markwart, Controller

FOR THE UNION:  
UNIFOR LOCAL 114

  
Ken Spencer, Bargaining Committee

  
Linda Jensen, Local 114 Representative

  
Jean Van Vliet, National Representative

**LETTER OF UNDERSTANDING #2**

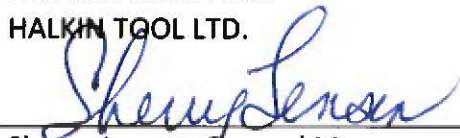
BETWEEN  
HALKIN TOOL LTD.  
AND  
Unifor, LOCAL 114

**RE: SENIORITY RE-ESTABLISHED**

Former employees rehired by the Company within one year of the expiry of their right to recall period as set out in Article 12.02 (d) shall have their full seniority and length of service credit for vacation purposes re-established.

DATED AT New Westminster, B.C., this 10<sup>th</sup> day of March, 2021.

FOR THE COMPANY:  
HALKIN TOOL LTD.

  
Sherry Jensen, General Manager

  
Ian Tate, Chief Financial Officer

  
Carl Markwart, Controller

FOR THE UNION:  
UNIFOR LOCAL 114

  
Ken Spencer, Bargaining Committee

  
Linda Jensen, Local 114 Representative

  
Jean Van Vliet, National Representative

**LETTER OF UNDERSTANDING #3**

BETWEEN  
HALKIN TOOL LTD.  
AND  
Unifor, LOCAL 114

**RE: 3 X 12, FRIDAY TO SUNDAY SHIFT & THURSDAY TO SATURDAY SHIFT**

The following Letter of Understanding is subject to the conditions of Article 4.01 (c).

**Voluntary**

The Company understands and agrees that the above shift can only be implemented when all of the workforce for the 3 x 12 shift is made up of volunteers.

**Work Days and Work Weeks**

The 3 X 12 shift shall be thirty-six (36) hours per week, twelve (12) hours per day for three consecutive shifts commencing at 5:00 AM Friday, or 5:00 AM Thursday.

**Starting and Stopping Times**

In addition to the standard starting and stopping times in Article 4, Hours of Work, the 3 x 12 shift starting and stopping times shall be as follows:

5:00 AM to 6:00 PM

**Lunch Period**

Employees working the 3 x 12 shift shall be provided an unpaid lunch period of thirty (30) minutes, from 11:30 AM to noon.

**Rest Period**

The Company agrees that an employee on the 3 x 12 shift shall be granted a third (3<sup>rd</sup>) paid ten (10) minute rest period in addition to two (2) unpaid fifteen (15) minute rest periods. The rest periods shall be at the following times:

9:00 AM to 9:15 PM

2:00 PM to 2:15 PM

4:30 PM to 4:40 PM

## **Overtime**

### **3 X 12 Shift**

Overtime shall be compensated at two times (2 x) the regular wage rate for all hours worked in excess of twelve (12) hours in a day. Overtime shall be compensated at one- and one-half times (1½ x) the regular wage rate for all hours worked in excess of thirty-six (36) in a week and two times (2 x) the regular wage rate for all hours worked in excess of forty-eight (48) hours in a week. Overtime calculated on a daily basis shall be excluded from the weekly calculation of overtime.

Further the Company agrees that overtime will be offered to the employees who work the 3 x 12 shift, during the remaining days of the week.

## **Statutory Holidays**

The Company agrees that an employee working on the 3 x 12 Shift shall receive twelve (12) hours pay at their regular straight time pay plus the hourly 3 x 12 shift premium for each designated holiday listed in Article 7.01, in addition to any wages to which they are entitled for work performed on such holidays.

The Employer agrees further that in the event a Statutory Holiday falls on a non-working day for an employee on the 3 x 12 shift the next scheduled shift shall be observed as the Statutory Holiday with the same conditions of pay as outlined in the above paragraph.

The Parties are free to discuss and decide when the “next scheduled shift” will take place, by mutual agreement only

## **Wages and Premiums**

Employees who work the 3 x 12 shift will be paid forty (40) hours’ worth of wages for each thirty-six (36) hours of work. Should an employee work less than the thirty-six (36) hour shift, their wages will be pro-rated based on the forty (40) hours’ worth of wages for each thirty-six (36) hours of work formula.

## **Vacation**

A week’s vacation for employees on the 3 x 12 shift is three (3) consecutive twelve (12) hour shifts.

## **Paid Vacation Days**

The Company agrees that an employee working on the 3 x 12 shift shall receive the 3 x 12 premium per hour paid for their vacation days.

### Emergency Shutdown

The Company agrees that an employee working the 3 x 12 shift who started work and is sent home due to shortage of work is guaranteed to be paid a minimum of six (6) hours. An employee who reports to work and there is not work may be sent home. In this situation, the employee will be guaranteed to be paid four (4) hours for that shift.

### All Other Provisions

The Parties agree that all other provisions of the Collective Agreement will apply to an employee on the 3 x 12 shift.

### Term

The 3 x 12 Friday to Sunday or Thursday to Saturday shift may be cancelled by one party giving to the other thirty (30) days written notice.

DATED AT New Westminster, B.C., this 10<sup>th</sup> day of March, 2021.

FOR THE COMPANY:  
HALKIN TOOL LTD.


  
Sherry Jensen, General Manager


  
Ian Tate, Chief Financial Officer

  
Carl Markwart, Controller

FOR THE UNION:  
UNIFOR LOCAL 114

  
Ken Spencer, Bargaining Committee

  
Linda Jensen, Local 114 Representative

  
Jean Van Vliet, National Representative

**LETTER OF UNDERSTANDING #4**

BETWEEN  
HALKIN TOOL LTD.  
AND  
Unifor, LOCAL 114

**RE: SEVERANCE PAY**

The purpose of the Severance Pay Plan is to provide financial assistance to employees whose jobs are eliminated due to the closing of the plant.

**Severance Formula for Plant Closure**

- Employees with 15 years or more of completed years of service will receive 10 weeks' pay.
- Employees with 9 – 14 years of completed years of service will receive 3 days' pay per year of service.
- Employees with 1 – 8 years of completed years of service will receive 2 days' pay per year of service.

**Conditions of Payment**

- (1) All employees will be eligible for severance payments.
- (2) Severance payments will be forfeited if:
  - (a) The employee leaves the Company before they are officially released, or
  - (b) If an employee is discharged for just cause.

The severance payments set out above are inclusive of, not in addition to, the notice entitlements under the Employment Standards Act and under Articles 12 and 19 of the Collective Agreement.

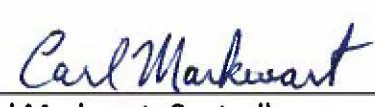
*Signatures for LOU # 4*

DATED AT New Westminster, B.C., this 10<sup>th</sup> day of March, 2021.

FOR THE COMPANY:  
HALKIN TOOL LTD.


  
Sherry Jensen, General Manager

  
Ian Tate, Chief Financial Officer

  
Carl Markwart, Controller

FOR THE UNION:  
UNIFOR LOCAL 114

  
Ken Spencer, Bargaining Committee

  
Linda Jensen, Local 114 Representative

  
Jean Van Vliet, National Representative



**FROM THE OCCUPATIONAL HEALTH AND SAFETY REGULATIONS**

**March, 2008**

**RE: REFUSAL OF UNSAFE WORK**

**3.12 Procedure for Refusal**

- (1) A person must not carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment if that person has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.
- (2) A worker who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to subsection (1) must immediately report the circumstances of the unsafe condition to his or her Supervisor or Employer.
- (3) A Supervisor or Employer receiving a report made under subsection (2) must immediately investigate the matter, and:
  - (a) ensure that any unsafe condition is remedied without delay, or
  - (b) if in his or her opinion the report is not valid, must so inform the person who made the report.
- (4) If the procedure under subsection (3) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, the Supervisor or Employer must investigate the matter in the presence of the worker who made the report and in the presence of:
  - (a) a worker member of the joint committee,
  - (b) a worker who is selected by a trade union representing the worker, or
  - (c) if there is no joint committee or the worker is not represented by a trade union, any other reasonably available worker selected by the worker.
- (5) If the investigation under subsection (4) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, both the Supervisor, or the Employer, and the worker must immediately notify an officer, who must investigate the matter without undue delay and issue whatever orders are deemed necessary.

**3.13 No Disciplinary Action**

- (1) A worker must not be subject to disciplinary action as defined in Section 150 of part 3 of the *Workers Compensation Act* because the worker has acted in compliance with section 3.12 or with an order made by an officer.
- (2) Temporary assignment to alternative work at no loss in pay to the worker until the matter in section 3.12 is resolved and is deemed not to constitute discriminatory action.

**Note:** The prohibition against discriminatory action is established in the *Workers Compensation Act*.