

**COLLECTIVE AGREEMENT**

**Between**

**NICHOLSON MANUFACTURING LTD.**

**And**

**MACHINISTS, FITTERS & HELPERS INDUSTRIAL UNION, LOCAL NO. 3 and the INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIPBUILDERS, BLACKSMITHS, FORGERS & HELPERS, LOCAL NO191 (In Joint Certification)**

**COLLECTIVE AGREEMENT**

**BETWEEN:**                    **NICHOLSON MANUFACTURING LTD**

**AND:**                         **MACHINISTS, FITTERS & HELPERS INDUSTRIAL  
UNION, LOCAL NO. 3**

**AND:**                         **INTERNATIONAL BROTHERHOOD OF BOILERMAKERS,  
IRON SHIPBUILDERS, BLACKSMITHS, FORGERS &  
HELPERS, LOCAL NO. 191 (In Joint Certification)**

**DATE AND REFERENCE** - This Agreement is dated for reference only August 15th, **2023**, and named for reference the NICHOLSON MANUFACTURING LTD. - MACHINISTS, FITTERS & HELPER'S INDUSTRIAL UNION, LOCAL NO. 3 AND INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIPBUILDERS, BLACKSMITHS, FORGERS & HELPERS, LOCAL 191 AGREEMENT."

**GENERAL PURPOSE** - The purpose of this Agreement is to stabilize the industry, elevate the trade, and to promote peace and harmony between the Employer and employee, and to facilitate the peaceful adjustment of all disputes and grievances, to prevent strikes and lockouts, waste, expense, and avoidable and unnecessary delays.

**ARTICLE 1 - RECOGNITION**

- 1.01** The Company recognizes the Unions as the sole bargaining agency for its employees, as duly certified under the Labour Relations Code of British Columbia, for the purpose of collective bargaining with respect to rates of pay, hours of employment, and all other working conditions.
- 1.02** The representatives of the Unions may have reasonable access to the Company shop or yards. Before talking to any employees the representatives will first report to the office if the visit is during regular working hours or to the shift foreman if the visit is during other than regular office hours.

**ARTICLE 2 - DEFINITION OF EMPLOYEE**

- 2.01** The term "Employee" as used in and for the purpose of this Agreement shall include all hourly rated persons employed in the Company's operations and as covered by the British Columbia Government Certificate, except and excluding foremen and those having authority to hire or discharge employees.
- 2.02** Only members of the Unions shall be employed. In the event of the Unions being unable to supply competent employees, no person who is unfair to the Unions shall be employed.
- 2.03** In the event of the Unions being unable to supply competent employees, the Company shall have the right to hire elsewhere, with the stipulation that the new employees shall apply to join the appropriate Union after completion of probation. When the Company hires a new employee, the appropriate Union shall be notified and the employee must report to the Union within twenty four (24) hours prior to starting work for a dispatch slip.
- 2.04** It shall not be a violation of this Agreement and it shall not be cause for discipline or discharge if any employee or employees refuse to go through a legal picket line of a Union engaged in a labour dispute

recognized under the Labour Relations Code of B.C.

- 2.05** As a condition of employment, or continued rights to recall by seniority, employees must maintain membership in good standing in the Union.

### **ARTICLE 3 - MANAGEMENT**

**3.01** The Unions recognize and agree that:

- (a) The management and operation of the Plants and the direction of the working forces are vested exclusively in the Company.
- (b) The Company has and shall retain the right to hire, discharge, classify, transfer and promote employees, provided that a claim of discrimination by any employee may be the subject of a grievance and be dealt with as hereinafter provided.

**3.02** The Company reserves the right to create, supplement and alter from time to time reasonable rules and regulations to be observed by the employees, said regulations and rules not to be inconsistent with the provisions of this agreement. Copies of new rules and regulations will be provided to the employees and a copy sent to the Unions prior to them coming into effect.

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

**4.01 Eight Hour Shift**

- a) Regular Day Shift hours of work – 7:00 a.m. – 3:30 p.m.
- b) Regular Afternoon Shift hours of work – 3:30 p.m. to 12:00 a.m.
- c) Regular Graveyard Shift hours of work – 12:00 a.m. to 7:00 a.m.
- d) Lunch Break - Thirty (30) minute unpaid meal break to be provided each shift.
- e) Coffee Break – There will be a fifteen (15) minute break in the portion of the shift prior to the lunch break and a second fifteen (15) minute break in the portion of the shift after the lunch break.
- f) Where practicable and mutually agreed between the Company and the employee(s), an employee(s) may start work up to one (1) hour before or after the regular shift start times. The Business Managers will be informed by the Supervisor by email of arrangements to start earlier or later than the regular start times.

**Ten Hour Shift** (To be instituted only after consultations with the Unions.) Employees will be assigned to this shift based on asking from the most senior employees down to the most junior and then compulsory assignment from the most junior to the most senior employees subject to employees skill and ability to perform the work required.)

- a) Regular Day Shift hours of work – 6:00 a.m. – 4:30 p.m.
- b) Regular Afternoon Shift hours of work – 4:30 p.m. – 3:00 a.m.



- c) Lunch Break – Thirty minute unpaid meal break to be provided each shift.
  - d) Coffee Break - There will be a fifteen (15) minute break in the portion of the shift prior to the lunch break and a second fifteen (15) minute break in the portion of the shift after the break.
  - e) Where practicable and mutually agreed between the Company and the employee(s), an employee(s) may start work up to one (1) hour before or after the regular shift start times. The Business Managers will be informed by the Supervisor by email of arrangements to start earlier or later than the regular start times.
- 4.02** The standard work day shall consist of eight hours on the eight hour shift and ten hours on the ten hour shift and the standard work week shall consist of forty (40) hours on all shifts except for graveyard shift which shall consist of thirty-two and one-half (32.5) hours.
- 4.03** If an afternoon shift is employed, the hours of work shall be eight hours on the eight hour shift and ten hours on the ten hour shift with a seven percent (7%) premium paid above the regular rates as outlined in Schedule "A".
- 4.04** If a graveyard shift is employed under the eight hour shift in article 4.01, the hours of work shall be six and one half (6.5) hours per shift for which eight (8) hours will be paid (23.08%) at the regular rates as outlined under Schedule "A".
- 4.05** Five (5) shifts Monday to Friday on the Eight Hour Shift and four shifts Monday to Thursday or Tuesday to Friday on the Ten Hour Shift shall constitute a regular week's work.
- 4.06** Except for time being worked as make-up time within the same day, time worked in excess of standard hours will be considered as overtime and will be paid at double-time, including:
- (a) Time on a regular work day worked outside regular shift hours.
  - (b) Time worked on regular days off.
  - (c) Statutory Holidays.
- 4.07** (a) It is intended that every employee shall have ten (10) hours rest between shifts. In the event that an employee is recalled to work before such ten (10) full hours elapse, they shall be considered as still working on their previous shift and shall be paid the appropriate overtime rates for work performed after recall. No employee shall be permitted to resume work on their own accord until ten (10) full hours have elapsed. Employees who have worked their regular shift and work overtime to the extent of not getting a ten (10) hour break, will not lose the time taken from their next regular shift to make up the ten (10) hour break.
- (b) Unless otherwise notified, employees who report for their regular shifts shall receive a minimum of four (4) hours' pay unless reasons beyond the control of the Company, such as power breakdown, inclement weather, etc., when employees may be sent home and paid only for the actual time worked, with a minimum of two (2) hours. Employer must notify employee two (2) hours prior to start of shift or minimum of two (2) hours will be paid.
- 4.08** Employees called in before their regular starting time shall be paid at the appropriate overtime rate for time worked prior to their regular starting time.
- 4.09** Employees who have left the Plant, or the job, at the end of a normal shift and are called in to work, shall be paid the usual overtime rate for the time worked with a minimum of four (4) hours pay at straight time rates.



- 4.10** In order to bring about a stabilization of employment and to provide employees with a greater degree of job security, the Company agrees whenever feasible to eliminate overtime.
- 4.11** Employees will opt in writing to bank all their overtime or to be paid for one hour and to bank the premium portion of their overtime for each overtime hour worked. The overtime will be banked at the rate of pay the employee is earning at the time the overtime is earned but, if there is mutual agreement for the employee to take time off, will be paid at the base rate of pay the employee is earning when the time off is taken until the banked pay is paid out. If notice is not given to the Company, overtime will not be banked and the employee will be paid their overtime on their regular pay.

Banked overtime may be taken as paid time off at a time mutually agreed between the Employer and the employee.

Banked overtime not taken as paid time off will be paid out in the last complete payroll of December each year and all employees will continue to bank overtime unless requested otherwise in writing.

- 4.12** Whenever possible the Company will notify employees on Thursday if overtime is to be worked on the weekend.
- 4.13** In order to accommodate continuous operations staggered lunch periods may be scheduled. In any event, no employee's meal period will be scheduled to start any later than five hours after commencement of a shift. Whenever possible, employees whose lunch times are to be changed will be notified of the change no later than the end of the previous shift.
- 4.14** **CLEANUP** - The Company agrees to blow a warning whistle five (5) minutes prior to the end of each full shift, at which time employees will be allowed to return Company tools, gather up their own tools, and make out their time sheets, preparatory to leaving the job. It is agreed that employees will work on the job until the warning whistle blows and that they will remain in their shop, locker room, or designated area until the final whistle blows.
- 4.15** **MAINTENANCE STANDBY PAY** – Standby Pay - \$120.00 per week. The employee must be available to the plant within one hour of the call.
- 4.16** **MAKE-UP TIME** - Employees who lose time from their regular scheduled shifts may be allowed to make-up the missed time at straight time rates before and/or after their regular shifts, within the same day the regular shift was scheduled. Employees wishing to work make-up time may do so by mutual agreement with the Company.
- 4.17** **WEEKEND SHIFT** - The Company may institute weekend shifts as follows:

The weekend shifts will be voluntary for existing employees (hire date prior to January 1, 2013). Employees hired after this date can be assigned to weekend shifts.

Weekend Day Shift - From 6:30 a.m. – 5:00 p.m.

Weekend Afternoon Shift – From 5:00 p.m. – 3:30 a.m.

Breaks on the weekend shift will consist of one thirty (30) minute unpaid meal break (approximately at the middle of the shift) and two fifteen (15) minute paid breaks. The first break will be roughly equally placed between the start of shift and meal time. The second break will be roughly equally placed between the meal time and the end of shift.

Statutory Holidays that fall on a Monday to Thursday will be observed on the prior Sunday (or Saturday if necessary).

Statutory holiday pay will be paid per section 7.02.

Weekend Shift – 1 week vacation time equals 3 working days (30 hours).

The Company will give a minimum of 2 weeks notice of cancellation of the weekend shifts.

Existing employees wishing to join the weekend shift will be considered based on needs, skills and then seniority. Upon volunteering for the weekend shift, employees agree to stay on the shift for a minimum of 3 months although the Company will attempt to accommodate early requests for transfers from the weekend shift on a case by case basis. After the three month requirement, existing employees (hired prior to January 1, 2013) wishing to return to the weekday shifts will give the Company written notice. Upon receiving this notice the Company will accommodate the request within four weeks.

The premium pay for the weekend shifts will be 33.33%. Benefit Plan and Pension Plan hours will have the same premium applied to them. Effectively 30 hours of paid work will equate to 40 Benefit Plan and Pension Plan hours.

If an afternoon shift is employed on the weekend, Article 4.03 will apply.

It is understood the weekend shift will be Friday to Sunday.

## **ARTICLE 5 - GRIEVANCE AND ARBITRATION PROCEDURE**

- 5.01** "Grievance" means any difference by the parties or persons bound by this Agreement concerning its interpretation, application, operation or any alleged violation thereof, including discharge for cause alleged to be unjust or the question of whether or not a matter is arbitrable. "Party" means either of the Parties to this Agreement. Discharge shall not include lay-off of employees for reasons of efficiency or reduction of forces on suspension or completion of work or by reason of lack of work.
- 5.02** The Parties mutually agree that when a grievance arises it shall be taken up in the manner as subsequently set out in this Article. It is agreed that the settlement of any grievance shall not conflict with the provisions of this Agreement. Such settlement shall be binding on the Company, the Union and the employee(s) concerned, but it shall not be construed as a precedent in respect to any other grievance.
- 5.03** No grievance will be entertained by either Party unless instituted by the aggrieved party within five (5) working days of its occurrence or within five (5) working days of the grievors knowledge of its occurrence and a grievance arising out of alleged unjust discharge must be instituted within five (5) working days of its occurrence. These time limits and those prescribed in Steps 1 through 4 hereafter shall be strictly adhered to.

Group, policy and discharge grievances will be initiated at Step 3 of the grievance procedure.

**STEP 1** - Employees will attempt to settle any complaint or disagreement with their immediate management supervisor before initiating grievance procedure. Failing settlement by this medium the matter shall proceed to Step 2 within five (5) working days.

**STEP 2** - The Shop Steward shall then discuss the grievance with the Foreman or Department Head in an attempt to achieve a settlement. Failing settlement at this stage the matter shall be referred to Step 3 within five (5) working days.



**STEP 3** - The particulars of the grievance shall be set out in writing by the aggrieved party and shall be delivered to the other party. The Plant Manager or their nominee and the Union Business Agent or their nominee shall forthwith confer and attempt to achieve a settlement.

**STEP 4** - If the grievance is not settled pursuant to the above Step 3 within five (5) working days or such longer time as the Parties agree then it shall be referred to an Arbitration Board composed of three (3) persons, as follows:

- (a) The Party desiring arbitration, shall appoint a member for the Board, and shall notify the other Party, in writing, of its appointment, and particulars of the matter in dispute.
- (b) The Party receiving the notice shall within five (5) days thereafter, appoint a member for the Board and notify the other Party of its appointment.
- (c) The two (2) arbitrators so appointed shall confer to select a third person to be Chairman, and failing for three (3) days from the appointment of the second of them to agree upon a person willing to act, either of them may apply to the Minister of Labour to appoint such a third person.
- (d) The Arbitration Board shall sit, hear the Parties, settle the terms of the question to be arbitrated and make its award within ten (10) days from the date of the appointment of the Chairman, provided the time may be extended by the agreement of the Parties.  
The Board shall deliver its award to the Parties and the award of the Board shall be final, conclusive and binding upon the Unions, the Company, and the employees, and they shall implement it forthwith.
- (e) Each Party shall pay its own cost and expense of arbitration, the remuneration of its appointee to the Board, and one-half of the compensation and expenses of the Chairman and stenographic and other expenses of the Arbitration Board.
- (f) The Parties can agree to use a single arbitrator.

**5.04** All interpretations of this Agreement shall be in writing and signed by representatives of the Parties concerned and shall become part of this Agreement.

**5.05** A Union representative shall be present at a disciplinary meeting or investigative meeting that may lead to disciplinary action against any member of the bargaining unit.

**5.06** After one (1) year from issuance and providing the employee has not incurred further discipline, the Company will remove verbal and written warnings from the employee's file and they will not be used against the employee in future proceedings.

**5.07** Letters of Concern are intended to alert an employee to what the Company perceives to be areas of performance or behaviour upon which the Company believes the employee could improve. Letters of Concern are not part of the disciplinary process although, if the performance or behaviour does not improve, discipline could be issued in the future. Where no further Letters of Concern or discipline have been imposed during the interim, Letters of Concern will be withdrawn from the employee's file after one year from issuance and will not be used against the employee in future proceedings.

## **ARTICLE 6 - VACATIONS**

**6.01** Vacation Year - Start of first full pay period in July to the end of the last pay period in June. Employees will



submit their vacation requests for approval no later than February 15<sup>th</sup> each year. Vacation requests received after February 15<sup>th</sup> will be on a first come first served basis. The Company will approve vacation requests without unreasonable delay.

- 6.02** Vacations will not be accumulated and taken in following years.
- 6.03** Employees may elect to be paid their accrued vacation amount in lieu of time-off for any entitlement greater than the minimum required by Employment Standards.
- 6.04** Vacation time will normally be mutually arranged between the Company and the employee. At the end of December, the Company will provide the Union with a list of employees who have not yet scheduled their entire vacation period and the Union will have until March 31st to advise such employees to schedule their vacations. After March 31st, the Company shall have the right, after consulting with the employee, to schedule outstanding vacations.

<u>PAY PERIODS</u>	<u>VACATION PAY</u>	<u>VACATION PERIOD</u>
Less than 26	4%	Prorated in days
26	4%	2 weeks
78	6%	3 weeks
208	8%	4 weeks
338	10%	5 weeks
468	12%	6 weeks

8 hour shifts - one week = 5 working days (40 hours)  
 10 hour shifts - one week = 4 working days (40 hours)

Any employee who is within two (2) pay periods of qualifying in any of the above clauses will be considered to have qualified, and shall be entitled to their vacation time accordingly, provided that they return to work and fulfils any financial obligations to the Company.

Vacation pay percentage will apply to gross earnings.

Pay periods will include only those pay periods in which the employee has worked forty (40) or more hours. Worked hours include:

- (a) time worked
- (b) vacation and statutory holidays
- (c) paid bereavement leave and jury duty
- (d) school time for apprenticeship and first aid training
- (e) time on WCB
- (f) approved short term Union leaves.
- (g) parental leave

Employees who work complete graveyard shifts will have eight (8) hours included for that shift.

- 6.06** Employees may elect to have their vacation pay paid with each payday. This election may be made only once per year and will take effect from the beginning of the next July. Once made, such an election will be permanent unless the employee advises the Company in writing before July 1st of any year that they wish to cease being paid every pay. If such notification is made the Company will begin accumulating the employee's vacation pay effective that July.

Employees who choose to have their vacation pay accumulated by the Company shall have it paid out when the employee takes vacation day(s).

Note: Employees who choose to have their vacation pay accumulated by the Company may cancel this option with one week's written notice and be paid out on the next payday. They must then wait until the next July should they choose to accumulate their vacation pay after giving written notice to the Company.

## **ARTICLE 7 - STATUTORY HOLIDAYS**

**7.01** The following Statutory Holidays, or the days which are designated for them shall be observed:

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

**7.02** All employees shall be paid their regular pay equivalent to their scheduled shift for each of the above Statutory Holidays. Employees must have been employed by the Company for at least 30 days prior to the statutory holiday to be eligible for payment.

The Company agrees to zero out all employee stat accrual banks effective the date of ratification.

**7.03** When a Statutory Holiday falls on a Saturday or a Sunday, the following Monday will be observed in its place and for purposes of this Agreement, the observed day shall be the Statutory Holiday. If two Statutory Holidays in a row fall on a Saturday and Sunday, the following Monday and Tuesday will be observed in their place and the above conditions will apply.

In either of the above cases, if a day(s) other than Monday or Tuesday is officially declared as the holiday by the Provincial or Federal Government, then that day(s) will be the holiday and not the Monday and Tuesday as outlined above.

## **ARTICLE 8 - WAGES**

**8.01** The wage rates for existing classifications shall be those agreed upon and set out in Schedule "A" attached to and forming part of this Agreement.

If any new job classification(s) are established, the Employer and the Unions agree to negotiate a rate for such classification(s).

If the Employer and the Unions are unable to reach agreement on an appropriate wage rates to apply to new classification(s), then the matter shall be referred to Arbitration as provided elsewhere in this Agreement.

**8.02** **PREMIUM PAY** - Time and one-quarter will be paid for air arc gouging.

## **ARTICLE 9 - GENERAL PROVISIONS**

**9.01** Any employee suffering injury while in the employ of the Company must report immediately to that person indicated by the Management to administer First-Aid. Also, this same employee shall report to the office, on the forms provided, all particulars of such accident(s).

- 9.02** Any employee being discharged for disobeying the rules of the Company will only be paid up to the time of discharge.
- 9.03** A notice board will be provided for the posting of all official Union notices.
- 9.04** Adequate washroom facilities will be provided by the Company and kept in a sanitary condition. Employees will cooperate by observing the simple rules of cleanliness.
- 9.05** The employees employed in this Plant will elect one (1) or more Union members who will be known as Shop Stewards or the Shop Committee and the same will be recognized by the Company.

No Shop Steward, Committee or Employee shall be discriminated against or suffer loss of employment on account of membership or activity in the Unions. Nothing in this Section shall permit an employee to discuss Company or Union affairs, except grievances being processed, during the paid hours of employment, unless at the request of the Management.

- 9.06** In going to work inside the limits of the Capital Regional District (CRD) employees shall report to and finish work at the location instructed by their foreman or supervisor.
- 9.07** In going to work outside the limits of the CRD and returning daily, employees shall report to and finish work at the location instructed by the foreman or supervisor. They shall be paid travel time from the Plant and all fares to and from the Plant to the place of work or alternatively be supplied with transportation by the Company.
- 9.08** In going to work outside the limits of the CRD and not returning daily, employees shall receive a maximum of eight (8) hours' pay in each twenty-four (24) hours of traveling time, economy fare, accommodation and board.
- 9.09** Employees required to travel before or after their regular shift shall be paid time and one-half.
- 9.10** Production welding shall be carried out by members of the Boilermakers Union, and production machine work by members of the Machinists Union.
- 9.11** When it is necessary to lay off an employee, they shall be notified at least two (2) hours prior to such layoffs. The Employment Standards Act provisions regarding notice of lay-off or pay in lieu of notice shall also apply.
- 9.12** An employee required to use their vehicle to provide transportation for themselves or others on Company time, shall be compensated for the use of their vehicle for each kilometer traveled at the rate prescribed for British Columbia in Appendix B of the Treasury Board of Canada Secretariat's Travel Directive.
- 9.13** The Company will provide coverage for employees' tools and equipment, in their own fire and theft Insurance Policy.
- 9.14** Labourers, while engaged in actual spray painting, to be paid the Journeyperson rate.
- 9.15** Employees required to work at an elevation of twenty-five (25) feet or more above the immediate surrounding area where no permanent platform or W.C.B.-approved platform is installed, shall be paid at the prevailing rate of pay plus one-half times straight time.
- 9.16** Tools and equipment which may be required by the trade and owned by the employee and which are damaged or stolen during the performance of work, will be repaired or replaced with tools of equal quality



by the Company.

In order to qualify for tool replacement, employees must provide the Company with a complete tool list and keep it up-dated.

- 9.17 **TOOL ALLOWANCE** - Journeypersons and Apprentices will be paid a three cent (\$.03) tool allowance for each hour worked.
- 9.18 **SAFETY BOOTS** – Employees will be reimbursed to a maximum of two hundred and fifty dollars (**\$250.00**) per contract year for the purchase of CSA approved safety boots. To claim the reimbursement, receipts must be provided. The amount can be carried over to a subsequent year.
- 9.19 **EYE PROTECTION** - The Company will reimburse employees for the cost of obtaining Company approved safety lenses and frames for prescription eyeglasses. The cost of obtaining lenses and frames required due to subsequent wear or accidental damage shall be covered by the Company.  
  
To obtain reimbursement, employees must purchase their frames and lenses through an approved B.C. Association of Optometrists (BCAO) outlet using the BCAO form the Company provides.
- 9.20 The Company will provide parking wherever possible at no charge to the employee, but the Company accepts no responsibility for damage, vandalism or theft from the employee's vehicle other than that provided by law.
- 9.21 Employees will be paid by direct deposit. New employees will provide the Company with a voided cheque or banking information to facilitate this process.
- 9.22 The Company will reimburse for Company-approved education upon successful course completion.

**ARTICLE 10 –BENEFIT PLAN & PENSION PLAN**

The Company will remit one hour’s contribution for each hour worked and eight (8) hours contribution for each vacation day taken. Employees shall receive ten (10) hours contribution for each vacation day taken while working on modified shifts. Employees who work complete graveyard shifts shall receive eight (8) hour’s contribution for that shift. Employees who do not work a complete graveyard shift shall receive contributions only for those hours worked. Contributions will be remitted by the fifteenth of the month following that in which they were earned. The Company agrees to submit to each Union a list, or lists, of employees together with the number of actual hours worked by each employee covered by the Company's remittance to the Union.

Each Union will provide the Company with two months notice of any changes of how the contribution is to be divided between the Benefit Plan and Pension Plan.

The Employer shall be entitled to the full EI premium rebate.

Contribution per hour:

August 15, 2023	\$5.95
August 15, 2024	\$6.20
August 15, 2025	\$6.30

When an employee retires and requests in writing, the Company will remit to the benefit plans all hours

owed one week following the end of their last pay period.

Employees may voluntarily contribute a portion of their hourly wages (in cents/hr) to their Pension plan. This election may be made once per calendar year to be effective for the first pay day at the beginning of the following month. Once an election has been made it will continue from year to year thereafter unless rescinded in writing.

### **ARTICLE 11 - SENIORITY**

- 11.01** In the event of a reduction in the working force, employees will be laid off in accordance with length of service with the firm (i.e., the last worker hired will be the first worker released subject to classification, competence, efficiency, skill and ability).
- 11.02** When re-hiring, the Company and the Unions agree to do so in the reverse order of lay-off (i.e., the last worker laid off will be the first worker re-hired subject to classification, competence, efficiency, skill and ability). It is therefore agreed that employees will retain re-hire rights during layoffs.
- 11.03** The seniority of each employee covered by this Agreement will be established after a probationary period of five hundred and twenty (520) hours worked. After successful completion of the probationary period, the employee will be placed on a seniority list with the seniority dated from the first day of hiring. If a probationary employee is laid off without accumulating the necessary five hundred and twenty (520) hours worked and thereafter recalled, the hours which have accumulated shall be counted towards the completion of the probationary period. If the probationary employee is laid-off for an unbroken period of more than six (6) months and is rehired they will return as a new hire.
- 11.04** The Company shall prepare Seniority lists and make such lists available to the Unions.
- 11.05** Seniority of employees shall be lost in the following circumstances:
1. Employees quitting of their own accord.
  2. Employees discharged for cause and who are not reinstated by the Company under the Grievance Procedure of this Agreement.
  3. Employees who are out of the service of the Company for an unbroken period of more than one (1) year if they have less than three (3) years of seniority, and two (2) years if they have three (3) years or more of seniority excepting an employee who's absence is confirmed by a doctor or who is on Workers' Compensation as the result of an accident during the course of their work for the Company and who is absent for a period exceeding the above noted time periods, shall not be considered to have been out of the employ of the Company for a period exceeding the above noted time periods, when returning to work, unless he has been laid off, in accordance with seniority, during the time absent on compensation and the extent of the lay-off is more than the applicable time period.

Time spent on lay-off will not increase the employee's seniority retention period unless the employee is first recalled to work.

- 11.06** Apprentices, upon successful completion of their apprenticeship shall be given Journeyman seniority equal to their apprenticeship training period with the Company.
- 11.07** When employees are laid off due to lack of work, seniority shall be maintained for the period of lay-off, providing work is not available. An employee with seniority standing, when recalled for work, shall have



the right to compare the length of work involved with their present employment to decide on a by-pass. If by-passing the work call one, the employee shall lose their seniority standing if he does not come in on the next call. There shall be a sixty (60) calendar days between the first and second call before compulsion is evoked. (Sickness confirmed by a doctor will not be counted as a by-pass). Loss of seniority in these cases will be subject to review of the circumstances by the Parties to this Agreement, with the power to re-establish the employee's seniority rights after consideration.

- 11.08 LEAVES OF ABSENCE** - Employees may be granted Leaves of Absence without affecting their seniority. Application must be made in writing. Such Leaves of Absence must be granted in advance, in writing, by the Foreman, and an approved copy kept in the employee's file in the Personnel Department, and a copy will also be sent to the Union(s).

Application for Leaves of Absence of 1 month duration and longer must be received at least 1 month prior to commencement of the leave, except when time is of the essence for a compassionate leave. The Company will discuss such applications with the Union(s) prior to making its decision.

The employer shall allow time off work, without pay, to any employee who is serving as a delegate, committee member or representative for the Union on official Union business. The Union will notify the Company in advance of the leave required. During the leave of absence the employee shall maintain and accumulate seniority.

- 11.09** Employees who move to salaried staff or supervisory positions within the Company, who leave their Union(s) in good standing and later return to the bargaining unit, will maintain their seniority.
- 11.10** Discussions will be held with the Union business representative(s) before a lay-off or rehiring out of seniority is made.

## **ARTICLE 12 - TECHNOLOGICAL CHANGE**

- 12.01** In view of the possible impact of manpower and conditions of employment resulting from technological changes and automation, it is agreed that the Parties hereto will utilize to the best advantage of the Company and the employees, all scientific improvements and establish a committee to be known as the Committee on Automation consisting of equal representation by the Company and the Unions. The Committee's duties shall be to investigate and submit recommendations on all aspects of automation, mechanization and new methods, and to include the following:

- (a) Training and retraining.
- (b) Alternate employment opportunities with the Yard.

In addition, the Company will, if possible, inform the Committee six (6) months prior to the introduction of any new equipment which will require extensive retraining or will result in loss of employment.

In addition, the Company will cooperate with the Unions and the Government in matters of training or retraining.

If an employee whose service exceeds three (3) years is terminated as a result of technological change, they will receive severance pay of one (1) week's pay for each year of service with a maximum payment of eight (8) weeks' pay.

- 12.02** The severance pay referenced in 12.01 will apply in the event of a plant closure.



- 12.03** Welding cobot duties and responsibilities to be excluded from the Collective Agreement and defined by a committee organized for the purpose following ratification.

### **ARTICLE 13 - LABOUR MANAGEMENT COMMITTEE**

- 13.01** The purpose of the Committee will be to discuss and resolve issues relating to job postings, job duties, classifications, apprenticeships, skill and ability, efficiency, overtime, layoffs, rehires, Value Streams, and shift assignments or any issue that is crucial. Four (4) union representatives (Including the 2 Business Managers) and four (4) management representatives will form the committee and meet quarterly or as agreed otherwise. All interpretations of the Agreement shall be in accordance with Article 5.04
- 13.02** As standing agenda items, the Labour Management Committee will regularly discuss contracting out issues and scope of work issues.

### **ARTICLE 14 - OVERTIME MEALS**

- 14.01** Employees advised prior to the end of their normal shift that overtime will be worked the following day, after working their normal shift for that day, will bring their own meals.
- 14.02** Employees notified any time during their normal shift that overtime will be worked, which may exceed two (2) hours following completion of their shift, it is agreed and understood that the Company will pay for a hot meal at 50% of the Journeyperson rate with no receipt required, to be consumed on Company time, prior to the overtime commencing. It is agreed and understood that the time for consuming the hot meal is not to exceed one-half (1/2) hour and further, hot meals paid at 50% of the Journeyperson rate will be provided by the Company at four (4) hour intervals until a break of at least ten (10) hours is taken.

### **ARTICLE 15 - BEREAVEMENT PAY**

- 15.01** In the event of a death in the immediate family of an employee, such employee shall be granted three (3) days' leave of absence with full pay for the purpose of arranging or attending the funeral, memorial service or celebration of life. Immediate family shall mean husband, wife, mother, father, step-mother, step-father, sister, brother, children, mother-in-law, father-in-law, common-law spouse, grandmother, grandfather and grandchildren. Employees to be eligible must be actively employed at the time of bereavement.

The Company may request an obituary or other proof of death before paying bereavement allowance.

### **ARTICLE 16 - JURY DUTY**

- 16.01** Leave of absence with pay shall be given to every employee, other than an employee on leave of absence without pay, or under suspension, who is required:
- (a) To serve on a jury.
  - (b) By subpoena or summons to attend as a witness in any proceedings held.
    - (1) In or under the authority of a court or justice or before a grand jury.
    - (2) Before a court, judge, justice, magistrate or coroner.

Provided however, that any such employee shall make themselves available for work before or after being required for such duty wherever practicable.

It is further agreed that the employee shall reimburse the Company for any monies paid to them for Jury Duty.

**ARTICLE 17 - APPRENTICES**

**17.01** When the Company requires apprentices, it agrees to advise the Unions. When an apprentice is hired, the Unions will be advised. Upon completion of the probationary period, the apprentice will be required to make application for Union membership.

**17.02** The rates of pay for apprentices enrolled in 3-year programs, shown as a percentage of the Journeyperson rate, shall be as set out below:

<u>Period of Apprenticeship</u>	<u>Percentage of Journeyperson Rate</u> <u>3 Year Term</u>
1st 6 months	65%
2nd 6 months	71%
3rd 6 months	77%
4th 6 months	83%
5th 6 months	88%
6th 6 months	94%
Journeyperson	100%

The rates of pay for apprentices enrolled in 4-year programs, shown as a percentage of the Journeyperson rate, shall be as set out below:

<u>Period of Apprenticeship</u>	<u>Percentage of Journeyperson Rate</u> <u>4 Year Term</u>
1st 6 months	65%
2nd 6 months	69%
3rd 6 months	74%
4th 6 months	78%
5th 6 months	83%
6th 6 months	87%
7th 6 months	91%
8th 6 months	96%
Journeyperson	100%

The 100% rate will be paid effective the date of achieving a passing grade of the Journeyperson certification test.

**17.03** When an apprentice attends Vocational School, the Company will continue to pay the apprentice their normal full time wages. Any Government wage subsidies received by the employee during their schooling will be signed over to the Company by the apprentice.

**17.04** The Company will reimburse apprentices for the text books required for their apprenticeships.

**17.05** The Company will pay tuition costs to attend Vocational School.

**17.06** The Apprentice will be paid all straight time wages and benefits and receive all vacation credits they would normally receive if working. Articles 9.07, 9.08 and 9.09 do not apply.

**ARTICLE 18 - MOONLIGHTING**

**18.01** The Company and the Unions agree that the practice commonly known as "Moonlighting" is wrong in principle. The term "Moonlighting" for the purpose of this clause shall refer to a full-time employee who regularly makes a practice of working for another Employer.

- (a) When this practice affects or conflicts with the Company's business or the employee's ability to perform his job, it shall be cause for reprimand or dismissal.
- (b) When this practice affects or conflicts with the Unions' policy, the Company agrees to cooperate with the Unions in reprimand or dismissal.

**ARTICLE 19 - DURATION OF AGREEMENT**

**19.01** This Agreement shall be for the period from and including August 15th, 2023 to and including August 14th, 2026, and from year to year thereafter subject to the right of either Party to the Agreement, within four (4) months immediately preceding the date of the expiry of this Agreement (August 14th, 2026) or immediately preceding August 14th in any year thereafter, by written notice, to require the other Party to the Agreement to commence collective bargaining.

**19.02** During the term of this Agreement there shall be no lockout by the Company and no strike, or any act or omission by the Union or any employee(s) that is intended to, or does, restrict or limit production or services.

**19.03** By agreement of the Parties hereto, the provisions of Section 50 (2 & 3) of the Labour Relations Code of British Columbia are specifically excluded.

**19.04** Should either Party give written notice as aforesaid, this Agreement shall thereafter continue in full force and effect and neither Party shall make any change in the terms of the said Agreement (or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted or alter any other term or condition of employment) until:

- (a) the Union shall give notice to strike (or until the Union goes on strike), or
- (b) the Employer shall give notice of lockout (or the Employer shall lock out its employees), or
- (c) the Parties shall conclude a renewal or revision of this Agreement or enter into a new Collective Agreement, whichever is the earliest.

DATED AT Victoria, BC, this 29<sup>th</sup> day of November, 2023.

MACHINISTS, FITTERS & HELPERS  
INDUSTRIAL UNION, LOCAL NO. 3 &  
INTERNATIONAL BROTHERHOOD OF  
BOILERMAKERS, IRON SHIPBUILDERS,  
BLACKSMITHS, FORGERS & HELPERS,  
LOCAL NO. 191 (In Joint Certification)

Ronald W Wickell  
ROL Daye

NICHOLSON MANUFACTURING LTD.

[Signature]  
[Signature]



SCHEDULE "A"  
WAGE RATES

<u>Description</u>	<u>Aug. 15 2023</u>	<u>Aug 15, 2024</u>	<u>Aug 15, 2025</u>
MACHINISTS	43.03	45.14	46.27
STEEL FABRICATORS	43.03	45.14	46.27
WELDERS	43.03	45.14	46.27
CHARGEHAND	46.47	48.75	49.97
SENIOR CHARGEHAND	47.76	50.11	51.36
MACHINIST PROGRAMMER, first 2 years	46.47	48.75	49.97
MACHINIST PROGRAMMER, after 2 years	47.76	50.11	51.36
MACHINIST PROGRAMMER, deemed fully capable	49.48	51.91	53.21
FABRICATION PROGRAMMER	47.76	50.11	51.36
INSPECTOR	31.74	32.93	33.75
INSPECTOR SPECIALIST	36.24	37.60	38.54
MACHINE OPERATOR	32.54	33.76	34.60
HELPERS	32.54	33.76	34.60
SHOP LABOURER	27.01	28.02	28.72
STORESPERSON	27.01	28.02	28.72

All employees in the non-trades classifications of INSPECTOR SPECIALIST, INSPECTOR, MACHINE OPERATOR, HELPERS, SHOP LABOURER and STORESPERSON will receive a ratification bonus of \$1500.00 each at date of ratification.

In the event that the average annual all items Victoria CPI exceeds 2.50% on August 15, 2025, the wages will be increased by the equivalent of average annual all items Victoria CPI percent, up to a maximum of 3.50%.

It is understood that from time to time Storespersons and Machinist Labourers job duties may overlap in the Machine Shop.

**LABOURERS** will be paid Helpers rate for all hours spent operating the cut-off saw, the centering machine, the vertical band saw, pedestal grinding, drilling and friction sawing.

**SENIOR CHARGE HANDS** will receive eleven percent (11%) per hour premium pay above their classification rate. Senior Chargehands will not supervise employees in higher classifications when there is an employee in the higher classification prepared to perform the senior chargehand duties.

**CHARGE HANDS** will receive eight percent (8%) per hour premium pay above their classification rate. Chargehands will not supervise employees in higher classifications when there is an employee in the higher classification prepared to perform the senior chargehand duties.

**MACHINISTS PROGRAMMER:** Will receive a premium above the Journeyperson rate in accordance with the following scale:

- First two years – 8%
- After two years – 11%
- When deemed fully capable – 15%

**FABRICATION PROGRAMMER:** Will receive a premium above the Journeyperson rate of 11%.

**FIRST AID ATTENDANTS :** Designated First Aid Attendants will be paid the following premiums in addition to their job rates: Level 2 - \$1.00 for all hours worked.

The Company will pay the cost of the First Aid Course for designated First Aid Attendants.

When the Company requests an employee take a First Aid course or to renew their First Aid ticket and the employee agrees to do so, the course will be paid by the Company and the employee will be paid for the time to attend the course.

When the employer has paid for a Level 2 First Aid course, it is expected the employee will agree to serve as First Aid Attendant, when required, during the life of that ticket.