

COLLECTIVE AGREEMENT

Between

THOMSON POWER SYSTEMS

And

INTERNATIONAL ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS, LOCAL LODGE #550

October 1, 2023 – September 30, 2026

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COLLECTIVE AGREEMENT

By and Between:

THOMSON POWER SYSTEMS

(hereinafter referred to as the "Company")

OF THE FIRST PART

And:

**INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS
LOCAL LODGE #550**

(hereinafter referred to as the "Union")

OF THE SECOND PART

WITNESSETH:

That in consideration of the mutual covenants and agreements herein set forth, the Parties hereto and the affected employees are mutually agreed as follows:

GENERAL PURPOSE:

The purpose of this Agreement is to maintain a harmonious relationship between the Company and its employees; to provide an amicable and equitable method of settling grievances or differences which might possibly arise, and to maintain mutually satisfactory working conditions, hours and wages for all employees who are subject to the provisions of this Agreement.

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

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

The job the Company and its employees have to do is produce high quality products at the lowest cost possible on a continuous basis as business conditions permit, in order to meet and exceed the expectations of our customers. Both parties agree this is best accomplished with employee involvement and active participation in the day-to-day manufacturing operations of the business.

ARTICLE 1 - BARGAINING AGENCY

- 1.01** The Company recognizes the Union as the sole bargaining agency for its employees as duly Certified under the Labour Relations Code for the purpose of collective bargaining with respect to rates of pay, hours of employment and all other working conditions.
- 1.02** The Representatives of the Union may have access to the Company's shops or yards by applying for permission through the Office, provided that workers are not caused to neglect their work.
- 1.03** The Company agrees that as a condition of continued employment, all employees who are or may be covered by the Certification issued by the Labour Relations Board of British Columbia must become Members of the Union within *sixty (60) worked* days of commencing employment and remain Members during the life of this Agreement.
- 1.04** All present and new full-time employees of the Company who are or may be covered by the Certificate issued by the Labour Relations Board of British Columbia shall pay to the Union as a condition of employment, and not later than *sixty (60) worked* days after the commencement of *their* employment dues and Initiation or Reinstatement fees by payroll deduction, as may from time to time be established by the Union for its Members in accordance with its Constitution and/or Bylaws.
- 1.05** Notwithstanding the provisions of Article 1, Section 4, preceding, the Company shall deduct from each new employee an amount equal to the Union dues from the employee's first payroll cheque after completion of five (5) days of work in a calendar month and add that employee's name and the said amount to the closest applicable check-off, if the month's check-off has been remitted, it shall be added to the following month's check-off and shown as the previous month worked.
- 1.06** All deductions as required under Article 1, Section 1.04 and 1.05 shall be made in each calendar month the employee is employed by the Company.

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

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

- 1.07 The term “employee” as used in and for the purpose of this Agreement shall include all persons employed in the Company’s operations and as covered by the Certification issued by the Labour Relations Board of British Columbia and without restricting the generality of the foregoing shall not include foremen and those having authority to hire or discharge employees, office workers, supervisory officials, *salesperson* and *field service technicians*.

ARTICLE 2 - MANAGEMENT

- 2.01 The management and operation of the plants and direction of the working forces are vested exclusively in the Company.
- 2.02 *The Company has and shall retain the right to select its employees, to hire, discharge, classify, promote, demote, discipline them, transfer between jobs, and temporarily transfer to other departments subject to the Grievance and Seniority procedures enumerated in Article 5, 6 and 7 of this Agreement.*
- 2.03 The right to hire employees is vested in the Company, provided in the case of new vacancies, the Union is notified in advance and may have the opportunity to provide the Company with suitable applicants.

ARTICLE 3 - HOURS OF WORK AND OVERTIME

- 3.01 The starting and stopping time on standard shifts as well as the meal period shall be mutually arranged by the Company and the Union, it being understood that the meal period shall not be less than Thirty (30) minutes.
- 3.02 The standard work day shall consist of *ten (10)* hours and the standard work week shall consist of forty (40) hours on each shift. The standard shifts (first, second) *are*:

Ten Hour Day Shift

First Shift Schedule *Monday to Thursday 5:45 am – 4:15 pm*

Second Shift Schedule *Tuesday to Friday 5:45 am – 4:15 pm*

Ten Hour Afternoon Shift

Shift Schedule *Monday to Thursday 4:30 pm – 2:30 am*

- 3.03** If afternoon shift is scheduled, the hours of work shall ***ten (10) hours*** per shift, and a shift premium of ***three dollars and fifty cents (\$3.50)*** per hour shall be added on to the Classified hourly rate.

The afternoon shift shall be manned on a voluntary basis. If more than one person has volunteered then the shift will be granted in order of seniority. If there are not enough volunteers then the shift shall be manned in order of reverse seniority provided they can perform the available work.

- 3.05** ***Four (4)*** shifts, Monday to ***Thursday or Tuesday to Friday*** inclusive or the accepted variations therefrom shall constitute a regular week's work on all shifts.

- 3.06** In a standard work week, hours worked up to ***ten (10)*** hours per day (standard week) shall be paid at straight time. Hours worked in excess of ***ten (10)*** hours per day (standard work week) shall be paid at ***the applicable overtime rates***.

Provided the employee has worked a minimum of forty (40) hours in a standard week, and if the employee works on a scheduled day off following the completion of a standard week, ***they*** shall be paid at ***the applicable overtime rates***.

In no case will overtime be paid twice for the same hours worked. No premiums shall attract overtime rates.

- 3.07** Employees called in before the regular starting time shall be paid ***at the applicable overtime rates*** for time worked prior to their regular starting time, unless they are released by mutual agreement after their standard ***ten (10)*** hour daily requirement.

- 3.08** ***Call Time - All employees called in to work after normal shift hours during the week shall be guaranteed three (3) hours pay at the applicable overtime rates. Employees called in to work Saturdays, Sunday and Statutory Holidays shall be guaranteed four (4) hours of pay at the applicable overtime rates, plus any Statutory Holiday Pay that is applicable as per Article 3.17.***

Note: ***Hours worked in excess of the above guarantee shall be paid for at the applicable overtime rates.***

- 3.09** **Work During Lunch Period** - If an employee is required to work during their regular lunch break period, they will receive pay ***at the applicable overtime rates*** in the event that they are not allowed within one-half hour ***their*** full lunch period to consume their meal.

- 3.10** **Overtime Break** - Employees who are requested to work two (2) or more hours overtime after completion of their regular shift will be given an additional ***fifteen (15)*** minute paid break prior to the overtime worked.

- 3.11** **Shift Break** - It is intended that every employee shall have a full shift break between shifts.

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

Clarification: Employees working after midnight reporting for work next shift after **ten (10)** hour break will not lose the time taken from the shift to make up the **ten (10)** hour break.

- 3.12** (a) Subject to the exceptions set forth in this Section, any employee reporting for work on **their** regular shift shall receive a minimum of **five (5)** hours pay at **their** regular wage rate.
- (b) Any employee completing the first half of **their** regular shift, and who commences work on the second half of **their** regular shift, shall receive a minimum of **ten (10)** hours pay at **their** regular wage rate, for a total of **ten (10)** hours pay.

Provided That: If **ten (10) hours** (a) or (b) preceding is not available at **their** regular job, the employee shall perform such temporary work as may be assigned to them to qualify for such pay.

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

- (a) **They** voluntarily quit or lay off; or is discharged for cause.
- (b) **They were** previously instructed not to report, and in any such event or circumstance **they** shall be paid for the actual time worked at regular wage rates.
- 3.13** In order to bring about a stabilization of employment and to provide employees with a greater degree of job security, the Company agrees whenever feasible to eliminate overtime.
- 3.14** Additional Shifts - If an employee is required to change shift more than once in a calendar week he will be paid at time and one half (1 ½) rate for the balance of the week, unless the second change is to return to **their** original shift.
- 3.15** Notice of Shift Change - The Company will give employees forty-eight (48) hours notice of shift change except where time will not permit. Example: Company or customer breakdowns and repairs, absences requiring the moving of employees to man a shift.
- 3.16** Wash-Up and Tool Stowage - Employees shall **spend** five (5) minutes for personal clean-up, 5S of their area and stowage of tools prior to the end of each shift.
- 3.17** Employees will receive overtime pay at a rate of one and one half (1.5x) their normal salary

for all hours worked in excess of their normal scheduled work day (***ten 10 hours***) and for all hours worked in excess of forty (40) hours in a work week.

Double time will be paid to employees if any of the following occurs:

- a) After two (2) hours have been worked beyond their scheduled work day
- b) After fifty (50) hours worked in a week
- c) All hours worked on a Sunday
- d) All hours worked on a Statutory Holiday

ARTICLE 4 - WORKING CONDITIONS

- 4.01** Employees shall take direction from their respective Supervisor, Group/Team Leader, or others identified in their department's help chain as identified by the Management of the Company.
- 4.02** Employees shall observe the rules of the Company and shall perform a fair day's work in the category in which the employee is engaged and shall be subject to discipline by the Management for failure to do so.
- 4.03** Employees will not absent themselves from work without advising the Management. Employees will not leave the plant during working hours without permission. Failure to obtain permission shall be cause for dismissal.
- 4.04** *Non-bargaining unit employees will not be allowed to carry out work that would be normally done by Machinists Union Members, except in the instructing or training of employees, or unless otherwise agreed to by the parties. Non-bargaining unit employees may perform R&D work in the designated R&D area.*

ARTICLE 5 - GRIEVANCES AND COMPLAINTS

- 5.01** An honest effort to settle all grievances without stoppage of work shall be made in the following manner:
 - (a) By the aggrieved Party with the Shop Steward and the Foreperson.
 - (b) Failing settlement within five (5) days, the employee and/or ***their*** representative shall endeavour to settle the matter with the Department Head.

- (c) Should no satisfactory settlement be reached within seven (7) days, the employee's representative will discuss the grievance with the Management.
- (d) When grievances cannot be finally adjusted by the Company and the Union representatives, the matter shall be submitted as per Article 6.
- (e) The above-mentioned time limits may be extended by mutual agreement in writing. Saturdays, Sundays and Statutory Holidays will not be included in the above time limits.

Note: All grievances and complaints not settled by the Foreman shall be reduced to writing by the employee(s) and filed with the Company through the Shop Steward or Shop Committee within ten (10) days of occurrence. Any grievance or complaint not so filed shall be deemed to have been waived and shall not be entitled to consideration.

5.02 *The Shop Steward shall be present with a member for any disciplinary meetings. All disciplinary documents must be sent to the Shop Steward and the Business Representative.*

ARTICLE 6 - ARBITRATION

6.01 The Party desiring arbitration shall provide notice to the other Party in writing of the desire to pursue arbitration. Both Parties shall within five (5) days after receipt of said notice, jointly appoint an Arbitrator.

The Arbitrator shall sit, hear the Parties, settle the terms of the questions to be arbitrated, and make its award within ten (10) days from the date of the appointment of the Arbitrator, provided the time may be extended by agreement of the Parties.

If the Arbitrator finds that an employee has been unjustly suspended, discharged, or laid-off, the arbitrator will provide an appropriate remedy, including reinstatement without loss of pay and with all *their* rights, benefits and privileges which *they* would have enjoyed if the suspension, discharge or layoff had not taken place.

PROVIDED THAT - If it is shown to the Arbitrator that the employee has been in receipt of wages during the period between discharge, suspension or lay-off and reinstatement, the amount so received shall be deducted from wages payable by the employer pursuant to this Clause.

AND PROVIDED THAT - The Arbitrator shall have authority to order the employer to pay less than the full amount of wages lost if, in the opinion of the Arbitrator, such lesser sum is fair and reasonable.

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

If the award of the Arbitrator is subsequently set aside by a court of competent jurisdiction the question shall, at the request of either Party, be submitted to another Board appointed pursuant to and with all the powers provided by this Clause.

The expenses and remuneration of the Arbitrator shall be paid by the Parties in equal shares. Without restricting the specific powers hereinbefore mentioned, the Arbitrator shall have all the general powers of an Arbitration Board.

ARTICLE 7 - SENIORITY

7.01 Upon request, the Company will every six (6) months provide the Union and the Shop Steward with an up-to-date list of all employees covered by this Agreement showing the date when each commenced employment with the Company. If there are pending layoffs, a list will be provided more frequently (not less than once weekly) upon request.

7.02 When a new employee is hired, it is agreed that *they* shall be on probation for sixty (60) worked days and during this period seniority will not be applicable. When the probationary period is completed, seniority will commence from the date of *hire*. ***The Company may request an extension of the probation period of up to thirty (30) worked days, such request shall not be unreasonably denied and the parties mutually agree to the extension.***

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

7.04 In the event of layoffs, seniority shall be recognized. The principle of last person on, first person off, shall prevail, subject to job classification, ability and efficiency. The Company will endeavour to give at least one week's notice of layoffs, where circumstances allow.

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

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

7.05 Seniority Retention - A laid-off employee shall maintain and accumulate *their* seniority and

recall rights for three (3) months after which **they** will retain but not accumulate seniority for the following periods. The three month accumulation will not bring an employee into a longer retention period.

Period of Seniority:

- | | |
|-----------------------------------|-----------------------|
| - Less than 12 months | - 6 months retention |
| - Over 12 and less than 48 months | - 12 months retention |
| - Over 48 months | - 24 months retention |

7.06 When vacancies occur, the Company shall rehire laid-off employees according to their seniority within their classification, ability and efficiency. The Company shall make personal contact with laid-off employees and confirm by registered mail.

7.07 Seniority will be maintained and accumulated during absence due to:

1. A compensable accident.
2. Serving in non-permanent Armed Forces of Canada.
3. Temporary illness or non-occupational accident not exceeding twenty-six (26) weeks.
4. Lay-off up to three (3) months (cumulative in a vacation year).
(This provides accumulation of seniority for vacation eligibility purposes.)

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

1. Temporary illness or non-occupational accident exceeding twenty-six (26) weeks.
2. Authorized leave-of-absence.
3. Lay-off in excess of three (3) months (cumulative in a vacation year.)

7.09 Seniority will be broken by:

1. Voluntary quitting of job.
2. Exceeding authorized leave-of-absence, unless for legitimate cause.
3. Failure to report back to work within three (3) days after notification of return to work by the Company either by personal contact or notification by registered mail to **their** last recorded address, whichever occurs first, unless failure proved to be unavoidable. It being understood that the work recalled for a minimum of one (1) weeks duration.
4. Discharge and not reinstated under the terms of this Agreement.
5. Lay-off exceeding the employee's seniority retention period.

7.10 Bumping

- (a) An employee laid off in one classification will be given the opportunity of displacing an employee with less seniority in another classification provided the senior

employee has the capability to perform the job.

- (b) Employees who bump to another job will be paid *the rate for the classification they bump into*.
- (c) Employees who accept a position under this Article shall have the right to reinstatement in their former classification if such becomes available within twelve (12) months of their displacement. The job, in such instances, shall not be posted and the employee will be reinstated in *their* former classification.
- (d) An employee on lay-off may “bump” a junior employee should an employee’s lay-off exceed ten (10) working days.
- (e) The “bump” will take place on the Monday or Tuesday, depending on the shift the employee will be assigned to, following the ten (10) days. Employees who bump into a job must remain in that classification, subject to the provisions of this article, until a vacancy occurs in the higher rated job. The employee may return to their previously held position.
- (f) The Parties agree that bumping under this article shall be in accordance with the lay-off and work week provisions of the Collective Agreement. Any employee who “bumps” another employee must be qualified and have the ability to immediately perform the job.
- (g) An employee will not qualify to “bump” another employee in any classification, which the employee would not otherwise qualify for through the job posting procedures in the Collective Agreement.

7.11 Plant Closure - In the event of a plant closure, the parties shall meet to discuss an employee retention program which may include some form of incentives.

ARTICLE 8 - VACATIONS

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

<u>YEARS OF CONTINUOUS SERVICE</u>	<u>VACATION PERIOD</u>	<u>VACATION PAY</u>
- Less than one year	1 day for each major fraction of month worked (Max. 10 working days)	4%
- 1 year but less than 3 years	2 weeks	4% or 2 weeks *
- 3 years but less than 8 years	3 weeks	6% or 3 weeks *

- 8 years but less than 20 years	4 weeks	8% or 4 weeks *
- 20 years and over	5 weeks	10% or 5 weeks *

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

8.02 Vacation Entitlement

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

8.03 Vacation Pay - When Payable

The amount of the vacation payment will relate directly to the portion of the vacation time entitlement which is being taken at that particular time.

8.04 Vacation Scheduling:

Employees must request their annual vacations as described below:

Employees must notify the Company on or before January 30th of their first two (2) weeks of vacation commitment. When the lowest seniority employee within each department has had the opportunity to choose their first two (2) weeks of vacation, the vacation schedule will return to the most senior employee within each department to choose the remainder of their vacation entitlement. These vacation requests will be governed by seniority. The vacation selection process will end on February 15th. Any vacation requested after February 15th will be on a first come first served basis without regard to seniority.

Vacations taken between January 1st and February 15th will be considered on a first come first served basis without regard to seniority.

The employee may, as far as practical, and having regard to the necessity of maintaining production, schedule more than two (2) consecutive weeks of vacation during the first selection process.

Any vacation request on a first come first serve basis must be submitted at least one (1) week ahead of the requested vacation dates.

Employees who have unscheduled vacation shall notify the company on or before June 15th to schedule the remainder of their vacation for the calendar year. The Company reserves the right to schedule vacations for employees who fail to submit their requests by June 15th.

If any employee has unscheduled vacation the Supervisor and the employee shall review the days or weeks that are available. Once identified the employee will be given a choice to schedule their remaining vacation hours on the available dates.

If there is no agreement on the available dates the supervisor shall schedule the employee's remaining vacation hours and such hours must be taken.

8.05 In the event of termination of service with the Company, after *they* had *their* vacation *they* earned for the previous year, *they* shall receive the appropriate percentage as per Article 8.01, when applicable as the case may be, for *their* pay for the year in which *they* end *their* employment for which no vacation has been paid.

8.06 An employee's scheduled vacation period shall not be changed by the Company within the one month period immediately preceding the start of the vacation period without the consent of the employee concerned.

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

In exceptional circumstances and with Company authorization, an employee may carry over up to ten (10) days of unused vacation.

Any unused vacation by the final pay period of the year will be paid out on the second cheque in February with the exception of agreed-upon carried-over vacation days.

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

8.09 Vacation eligibility lists showing the current accumulated service of each employee shall be prepared prior to each vacation period, a copy of which shall be supplied to the Union.

8.10 For the purpose of determining an employee's eligibility, the following will apply:

The service for the purpose of determining vacations of each employee covered by this Agreement shall be established after a probation period of sixty (60) worked days from the date of employment and shall be calculated from date of employment.

ARTICLE 9 - STATUTORY HOLIDAYS

(a) All employees covered by this Agreement shall receive hours pay at their regular straight time rates *based on employee shift schedule* for each of the following

Statutory Holidays in addition to any wages which they may be in receipt of as enumerated in Article 3.06 or 11.06 of this Agreement. Alternatively, with mutual consent, the employee will be entitled to an alternate day off with pay in lieu of statutory holiday pay.

- | | |
|------------------|--|
| 1. New Years Day | 8. Thanksgiving Day |
| 2. Family Day | 9. Remembrance Day |
| 3. Good Friday | 10. December 24 th |
| 4. Victoria Day | 11. Christmas Day |
| 5. Canada Day | 12. Boxing Day |
| 6. B.C. Day | 13. <i>National Day of Truth and Reconciliation</i> |
| 7. Labour Day | |

In the event that the Federal or Provincial Government declares an additional holiday, it ***shall be added as an additional Statutory Holiday.***

- (b) The day observed or celebrated by the Nation or Province shall be considered the Holiday, with the provision that when Statutory Holidays fall on a Saturday or Sunday, they will be celebrated on Monday, and when they fall on consecutive Saturday and Sunday or consecutive Sunday and Monday, they will be celebrated on the following Monday and Tuesday.
- (d) In order to qualify for eight (8) hours pay for a Statutory Holiday, as enumerated in sub-sections (a), (b) and (c) the employee must meet the service requirements of the Employment Standards Act.

ie. Thirty (30) calendar days' employment with the company and at least 15 of the 30 calendar days prior to a Statutory Holiday.

Employees who have worked less than 15 days prior to a Statutory Holiday will receive pro-rated Statutory Holiday pay.

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

- (i) The employee is off work due to industrial accident or disease for a period not in excess of two (2) calendar months.
- (ii) The employee is prevented from working due to a bona fide illness for a period not in excess of two (2) calendar months. A Doctor's Certificate shall be submitted as proof.
- (iii) Temporary lay-off not exceeding two (2) weeks within two (2) weeks of any designated Holiday.
- (iv) Where leave-of-absence has been approved and the employee has worked some time during the two (2) calendar weeks preceding the week in which the Holiday occurs.

ARTICLE 10 - WAGES

- 10.01 Wages and Classifications shall be those agreed upon and set out in Appendices attached hereto and forming part of this Agreement.
- 10.02 An employee who is temporarily assigned into a higher pay classification, will receive the higher rate of pay for the time worked in that classification.
- a) Should the Company request a fully trained in our products and certified Tester 2 to perform field service at a job site by **themselves**, this employee will **be eligible to receive the hourly premium under Article 11.08**
- 10.03 *A Field Service Technician accompanying a non-qualified Tester 1 or 2 shall not constitute a violation of the Collective Agreement, including, without limitation, in Article 15.06.*

ARTICLE 11 - GENERAL PROVISIONS

- 11.01 First Aid - Any employee suffering injury while in the employ of the Company must report immediately to the First Aid Department, and also report to this Department upon returning to work. A copy of **their** accident report will be supplied to **them** on request. If the injured employee is unable to work the balance of the shift, the Company will pay **their** normal daily earnings for the day of the injury.
- 11.02 Free transportation to the nearest doctor or hospital will be arranged by the Company based upon the First Aid Attendant's recommendation.
- 11.03 Any employee being discharged for just cause will only be paid up to the time of discharge.
- 11.04 No employee will be paid off until **they** produce a receipt for any Company-owned tools or equipment which have been issued to **them**.
- 11.05 A Notice Board will be provided for the posting of all official Union notices exclusively, and not to be used for disseminating political propaganda. All notices shall be submitted to **the** Company **Human Resources** for approval before posting.
- 11.06 Travel Time - Travel time during the employee's regular shift hours Monday to Friday inclusive, will be paid for at straight time.

Travel time on regular work days after the normal shift is completed, will be paid at time and one-half.

Travel time on a weekend or flex day will be paid at time and one-half.

Travel time on a Statutory Holiday up to 11 hours will be paid at time and one-half. Plus eight (8) hours straight time (Statutory Holiday pay).

Travel time on a Statutory Holiday after 11 hours will be paid at double time.

The exception to this provision would be where first class sleeping accommodation is provided. In this instance, time would cease at 9:00 pm and commence at 8:00 am the next day.

Employees shall also be provided with reasonable fares, accommodation and board, at no cost to themselves.

11.07 In going to work outside the City Limits of Vancouver (or outside the limits of the following areas for those shops located in Burnaby, New Westminster and Langley) and returning daily, **employees** shall be at such limits at the starting time, and allowed to return to such city limits at the close of the work day. They shall be paid all fares to and from the City Limits to place of work, or alternatively be supplied with transportation by the employer. It is understood that where employees reside in the City where the work is being done, that they shall report to and finish work at the regular starting and stopping time.

11.08 Off Premises Work - Employees engaged in overhaul and repair work performed off Company premises shall receive a premium of two dollars (\$2.00) per hour.

11.09 Bereavement Pay - In the case of death in the immediate family of an employee, husband, wife, common law spouse*, child, mother, father, stepmother, stepfather, brother, sister, mother-in-law, father-in-law or grandparents, the Company will grant the employee three (3) days leave-of-absence with **their** regular Classification pay.

* Verification as required by law.

11.10 Jury Duty - If an employee is called or selected for Jury Duty and/or called as a subpoenaed witness for the Company, ***the employee shall receive their regular pay while absent from work. The employee is required to reimburse the Company any and all amount received from the government upon completion of their jury duty services.*** If an employee is called for Jury Duty but not selected ***they*** will return to work ***no later than their next scheduled shift.*** The pay provisions of this section as they pertain to Jury Duty shall apply for not more than two (2) weeks per calendar year with a maximum of eight (8) hours per day and forty (40) hours per week.

11.11 Moonlighting - The Company and the Union agree in principle to eliminate the practice commonly known as “moonlighting”. The term “moonlighting” shall refer to an employee who regularly makes a practice of working for two (2) or more employers and for the purpose of this Agreement, the term “moonlighting” shall also refer to employees who take

employment of any sort during their annual vacation.

- (a) Moonlighting at a competitor is prohibited.
- (b) When this practice affects the Company's business or the employee's ability to perform *their* job, it shall be cause for reprimand or dismissal.

11.12 The employees employed in this plant will elect one Union member from each shift and each separate shop who will be known as Shop Stewards or Shop Committee, and in no case shall this Committee be comprised of more than three (3) employees. The Union agrees to officially notify Management in writing of the employees selected as Shop Stewards, and will also notify them promptly when there is any change in representation.

No Shop Steward, Committee or employee shall be discriminated against or jeopardized in seniority standing or suffer any loss of employment on account of membership or activity in the Union, provided that such activity is not allowed to interfere with the work and production of the Company.

11.13 When the Company finds it necessary to lay-off a Shop Steward, the Business Representative of the Union shall be notified prior to such layoff or discharge.

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

11.15 Payment of wages will be by automatic deposit.

11.16 Sanitary Facilities - Sanitary Facilities shall be provided by the Company in accordance with the Workers' Compensation Act and the Regulations to the said Act. Employees will cooperate by observing the simple rules of cleanliness.

11.17 Course Tuition and Test Fees - The employees shall make a request to the Company for the Company's approval before taking courses or tests. Upon approval, the Company will pay tuition fees for courses, and test fees, for those courses and tests pertaining to the job of the employees covered by this Collective Agreement. Such approval shall not be unreasonably withheld.

11.18 Scheduled Shift Breaks:- Employees will be eligible for a scheduled 15 minute paid break in the first and second halves of their assigned shift.

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

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

11.20 Leave Of Absence - Upon written request of an employee, the Company may grant a leave-of-absence not to exceed three (3) calendar months or such longer period to which the employee may be entitled pursuant to the Employment Standards Act. Any leave granted hereunder shall be in writing and a copy given to the Shop Steward. During the term of any leave-of-absence granted to an employee, the employee shall not perform work of any nature for wages, and performance of any such work may result in immediate termination of leave-of-absence and employment with the Company. This will not apply to leave-of-absence relating to Union business.

11.21 Union Leave - *Upon formal request for an unpaid leave of absence, an employee may be granted a leave of up to two terms to serve as a full-time officer of the Union. Upon return to the bargaining unit, accrued seniority would be credited to the person. The person would not be guaranteed a specific job, but would be eligible for a job for which they are qualified.*

11.22 Employee Tools

- (a) A “Required Tool List” for each position with different tool requirements will be developed and maintained jointly by the Company and Union. Employees are required to have the tools specified on the applicable list available for use at work whenever the employee is present. Tools are to be kept in acceptable condition at all times.

The Company will provide tools for specialized operations.

The Company will pay an annual “Tool Maintenance Allowance” to applicable employees for the purpose of maintenance, replacement and upgrade of employee owned tools. The allowance will be one hundred (100%) percent of the value of the individuals tool list to a maximum of one hundred (\$100.00) dollars. Employees must present an original receipt of the purchase of tools.

- (b) The Company will replace employees personal tools which have been listed by the employee, the list to be deposited with the Company, in cases where it can be verified that the tools were stolen other than by employee negligence during, or in connection with the employee’s employment duties.

11.23 Spray Painting - Employees employed over two (2) hours per day at spray painting will be paid twenty (\$.20) cents per hour in addition to their regular classified rate.

11.24 Use Of Employee Vehicles - Employee vehicles can be used on Company business only if authorized by the Company.

When an employee vehicle is used on Company business, the employee will be reimbursed on the basis of the prevailing **CRA rates and regulations**. There shall be a minimum of sixteen (16) kilometres payment.

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

An employee will arrange with the Company for adequate Insurance Coverage before using ***their*** motor vehicle on Company business. Such employees must possess appropriate insurance and have a valid driver's license.

11.25 Safety Footwear - The Company will provide reimbursement for one pair of safety shoes per calendar year ***commencing*** January 1, **2024** to a maximum of ***two hundred (\$200.00) dollars*** to employees required to wear safety shoes in the performance of the employee's job. Employees may skip a reimbursement year and use those funds to purchase a pair up to ***three hundred (\$300.00) dollars*** the following year. Receipts will be required for reimbursement.

11.26 Personal Protective Equipment: Employees must comply with the Company safety regulations including mandatory use of Personal Protective Equipment (PPE). The following items will be provided where and when it is required:

- Safety Glasses
- Safety Vests
- Safety Gloves

11.27 First Aid Attendants

Level 1	\$.50 per hour over occupational rate
Level 2	<i>\$1.25</i> per hour over occupational rate
Lead hand	<i>\$1.75</i> per hour over occupational rate

First Aid Courses: Employees required to take courses during their normal work period shall be paid at their current rate while taking the course. Books and all fees shall also be paid.

11.28 Job Postings - When new jobs are available, wherever possible, the Company will promote employees to a better paying job; seniority, qualifications and ability to be considered. All postings not requiring confidentiality will be posted on the Union notice board for a period of seven (7) workdays. Employees interested in the job shall sign the posting within the seven (7) workday posting period. The posting will include opening and closing date. Employees who are not selected will be notified by the Company in writing and will be advised of the skills and qualifications needed to be successful in the future. An unsuccessful signer need not be advised of the skill and qualified requirements for the same job more than once in any six (6) month period.

11.29 Production Job Postings - All internal applicants will be reviewed for the job applied for and will be ranked based on their qualification, capability and performance history. In all cases the employee who submits to a job posting must inform their direct manager.

Successful applicants: To be a successful applicant, a minimum threshold must be met on the review.

- The candidate must be employed in their current role for a minimum of one (1) year, or have written recommendation from *their* direct manager.
- The candidate must also have a satisfactory *performance review* in order to be considered for the new position.
- All job postings shall include a tentative commencement date, not to exceed, four (4) weeks for the new position posted. The Company may request an extension provided there is a valid reason. The Shop Steward and the successful candidate shall be notified.
- The most capable individual, based on the rankings, will get first opportunity to try out for the position. At the company's discretion, multiple applicants may be allowed to trial at the same time.
- The trial period will be sixty (60) working days.
- During the trial period, the applicants wage rate will stay the same as their original position. Upon successful completion of the trial period, Appendix A (General Wage Rate and Classifications) will apply.
- If at any time *during* the trial period, the company determines that an applicant does not demonstrate the required skills to be successful, the company may terminate the trial and the employee shall be moved back to their original position. If at any time during the trial period the applicant chooses to end the trial, they will be moved back to their original position or if not available, placed on lay-off.
- At the end of the trial period the individual will receive a final review and determination if they will retain the position or be returned to their previous position and previous pay rate. This is to be written feedback on a performance review advising of successes as well as areas that need to be worked on.
- During the trial period, the individual will receive regular feedback to keep them informed of their progress.
- If an applicant fails to be successful during the trial period, the next successful applicant will be allowed an opportunity to try out for the position.

Unsuccessful applicants: If an applicant does not meet the minimum expectations, they will be advised in what they need to work on to improve their abilities.

- 11.30** Lay Over Pay - Layover time refers to employees required to stay over the weekend at a customer or company location outside the Lower Mainland. Providing no work is performed on Either Saturday or Sunday, an employee who is required to remain in the field is entitled to a maximum of eight (8) hours time at straight time rates for each day in which no work is performed.
- 11.31** An employee's termination date is ***their*** last day worked and cannot be extended by vacation.
- 11.32** Labour Management Meeting - There shall be a Labour Management meeting consisting of two (2) Union Stewards with the Business Representative and three (3) representatives of the Employer consisting of the General Manager, Production Manager and HR Manager. In the event that one (1) of the Union Stewards is not available, ***they*** shall be replaced by an alternate assigned by the Business Representative. The Labour Management Meeting shall meet quarterly at a time convenient to both parties to resolve minor problems arising in the plant.
- 11.33** Performance Review - *The company shall twice a year conduct Performance Reviews. The employee shall participate and be informed of any area they may need to improve on if needed.*

After a successful review where an employee has met the criteria in their current level for a minimum of six (6) months, management will move the employee to the next level.

ARTICLE 12 - SICK LEAVE

- 12.01** *Sick leave will be allowed on the following basis and subject to the following provisions:*
- 12.02** *After 90 calendar days, an employee will receive forty (40) hours of sick leave. At the beginning of each year thereafter, an employee will receive credit for forty (40) hours of sick leave to apply to the current year's service.*
- 12.03** *An Employee who requests to use their sick leave will have their sick leave allotment reduced by the number of hours not worked that day, a minimum of an hour per day.*
- 12.04** *Sick leave is not to be used for any purpose other than legitimate illness and/or for Doctor and Dentist appointments (can be taken in increments). A Doctor's slip may be required. Sick leave, as described above, can also be used for members of an employee's immediate family.*

- 12.05** *For the purpose of this clause, immediate family shall include an employee's spouse, children, parents, grandparents, or family members who reside in the same household.*
- 12.06** *All absences due to illness of more than three (3) consecutive days' duration shall require a Doctor's certificate to the employee's Department Manager, at the employer's cost.*
- 12.07** *It is the employee's responsibility to immediately notify (in person by phone, and if unsuccessful, then employees may leave a voicemail, text or email) their Department Supervisor of their absence due to illness.*
- 12.08** *Unused sick days will not be paid out, accumulated or carried over.*

ARTICLE 13 - MEDICAL CARE PLAN

The Company shall pay 100% of the premiums of the Medical Services of B.C. as provided by the Medicare Protection Act of British Columbia. This plan shall be made available to all employees covered by this Collective Agreement starting at the beginning of the first full month after employment commences.

ARTICLE 14A - INSURANCE PLAN

When the probationary period is completed, a health program provided by a company recognized by the Canadian Life and Health Insurance Association (C.L.H.I.A.) will be made available to all present employees. All new employees are required to subscribe to the Insurance Plan in force.

A pay direct drug card will be available to each eligible employee effective January 1, 2013.

The Premium cost for coverage provided under Articles 13A, 13B and 13C shall be borne by the Employer except LTD which is paid by the employee.

- Life Insurance	\$70,000.00*
- A.D. & D. Insurance	\$70,000.00*
- Weekly Indemnity	E.I. Max. (1-4-17)
- LTD Benefits	Commencing after the 17 week waiting period per the current Health Benefits Provider's handbook
- Extended Health Benefit	As per the Health Benefits Provider's handbook in effect as at the date of the Collective Agreement.

* Optional additional employee paid life insurance up to \$150,000 (subject to meeting Health Benefits Provider's requirements).

During the term of this Collective Agreement employees may choose between the following Extended Health Plan designs:

Plan 1: 100% reimbursement of covered expenses as set forth in the Group Benefits Plan Booklet.

Plan 2: 80% reimbursement of prescription drugs.
Reimbursement for other eligible expenses as set forth in the Group Benefits Plan Booklet.

Employees who select plan design (1) will pay the premium differential between the two plans in the form of a payroll deduction. Election of Plan 1 or 2 may be made prior to the beginning of the plan year and such election will remain in effect for the balance of the plan year and may not be changed.

Prescription medical covered by the Plan 1 will be subject to annual deductible of fifty (\$50.00) dollars per employee. When the deductible has been met, the plan will reimburse covered charges at the reimbursement rate of 100%.

Paramedical services reimbursed up to fifty *sixty five (65%) percent* per visit with a maximum of *one thousand (\$1000.00)* dollars per person in a benefit year. Maximum of \$3000.00 per person in a benefit year for all paramedical services combined.

Effective January 1, 2016 charges in excess of the lowest priced equivalent drug are not covered unless specifically approved by Sun Life. To assess the medical necessity of a higher priced drug, Sun Life will require the employee and their doctor to complete and submit an exception form.

Annual prescription drug coverage maximum of *twenty-five thousand (\$25,000) dollars* per covered individual.

Dispensing Fee covered by Company at the rate below – the employee is responsible for amounts over the amount for the benefit years as follow:

2023 – 2026 \$10.00

ARTICLE 14B - DENTAL PLAN

A Canadian Life and Health Insurance Association (C.L.H.I.A.) recognized Dental Plan as follows:

During the term of this Collective Agreement employees may choose between the following Dental Plan designs:

Plan 1: 100% reimbursement of covered basic dental expenses and 50% of covered expenses for prosthetic appliances, crowns and bridges as set forth in the Group Benefits Plan Booklet.

Plan 2: 80% reimbursement of covered basic dental expenses and 50% of covered expenses for prosthetic appliances, crowns and bridges as set forth in the Group benefits Plan Booklet.

Employees who select plan design (1) will pay the premium differential between the two plans in the form of a payroll deduction. Election of Plan 1 or 2 may be made prior to the beginning of the plan year and such election will remain in effect for the balance of the plan year and may not be changed.

Dental expenses covered by the Plan 1 will be subject to annual deductible of fifty (\$50.00) dollars per employee. When the deductible has been met, the plan will reimburse covered charges at the reimbursement rate of 100%

Annual Limit **\$2,500.00**

Participation - A condition of employment.

ARTICLE 14C - VISION CARE PLAN

Reimbursement of prescription eyeglasses or contact lenses up to ***four hundred (\$400.00) dollars*** per employee and ***four hundred (\$400.00) dollars*** for each dependent in any 24 month period and ***four hundred (\$400.00) dollars*** for a person under 18 years of age in any 12 month period.

Eye exams to be paid for by the Company to a maximum of one hundred (\$100.00) dollars per covered person for every two (2) benefit years.

Safety Glasses

Prescription Safety Glasses will be supplied to all permanent employees in the following way:

Prescription Safety glasses are available at no cost to the employee from an optometrist

registered under the Eyesafe Plan (BCOA). Frames and lenses can be replaced once every two years. Exception(s); lenses can be replaced more frequently when there is substantial pitting or scratching; damaged frames should be repaired if possible or replaced as required.

Plan which designates the frames and services will be available through the registered local optometrist.

ARTICLE 14D - BENEFIT COVERAGE WHILE OFF WORK

Provided the insurance carrier approves:

1. If a covered employee is off work on Short Term Disability due to injury or illness, the Company will, for four (4) months, pay the premiums for the employee's Medical, Extended Health Benefits. Life Insurance (excluding Optional Life) and Dental Plans. If such employee wishes to be covered for an additional six (6) months he may do so by paying 100% of the premiums through the Company office.
2. If a covered employee is off work due to a layoff, the Company will pay the premium for the employee's Medical, Extended Health Benefits, Life Insurance (excluding Optional Life) and Dental Plans for the month in which the employee is laid off plus the month following.
3. If a covered employee is off work due to Worksafe claim the Company shall pay the premium for the employee's Medical, Extended Health Benefits, Life Insurance (excluding Optional Life) and Dental Plans.

ARTICLE 15 – APPRENTICESHIP FOR TEST BAY

15.01 Apprenticeship can be made available for Tester 1 Classification only. When a vacancy becomes available the Company may post for an apprentice.

15.02 Apprentice wage rates shall be as set out in Appendix “B”.

15.03 When Apprentices attend authorized training classes in their trade during normal working hours, the Company will make up the difference between their regular rate of pay and any Government subsidy and/or EI benefit that the Apprentice may be in receipt of.

15.04 The Company will cover the costs of tuition, books for the first attempt at each appropriate Apprenticeship schooling level, and if required, one (1) re-write. If the Apprentice fails at any level of the apprenticeship program, a joint discussion with the Apprentice, Union

Business Representative and the Manager will be arranged by the Company. If it is determined that more schooling is required the Apprentice will be responsible for those costs except in the case of proven extenuating circumstances agreed to by both parties.

15.05 *Apprentices may be required to take orders from the Journeyperson with whom they are working as well as the regular Company supervisor.*

15.06 *The Apprentice shall commit to be employed for an additional five (5) years commencing from the date the Apprentice achieves Journeyman certification. If the Apprentice terminates on their own accord or for just cause, the Apprentice shall re-pay a prorated amount of accrued cost as per the schedule below:*

- *Within the first year of achieving Journeyman certification - 100%*
- *One (1) year but less than two (2) years achieving Journeyman certification – 80%*
- *Two (2) years but less than three (3) years achieving Journeyman certification – 60%*
- *Three (3) years but less than four (4) years achieving Journeyman certification – 40%*
- *Four (4) years but less than five (5) years achieving Journeyman certification – 20%*
- *After five (5) years 0%*

15.07 *If an employee is laid off during the five (5) year schedule above, and does not get recalled to work, the employee will be exempt from repaying all costs of the Apprentice program. If the employee is recalled to work, they shall continue the schedule above.*

15.08 *If the employee withdraws from the Apprentice program, or terminates their employment voluntarily or involuntarily during the Apprenticeship period, the employee shall reimburse the Company the full cost incurred and accrued.*

ARTICLE 16 - SAVINGS CLAUSES

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

16.02 Article Headings Clause - The Article Headings of this Collective Agreement shall be used for the purpose of reference only, and shall not be used as an aid in the interpretation of this Agreement.

16.03 The Company reserves the right to pay higher wages than the minimum provided herein. However, where off-schedule rates are applied it shall be at the discretion of the Company to maintain or cancel as circumstances warrant.

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

16.05 Should any part hereof or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently-enacted legislation, or by decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and such remaining portions shall continue in full force and effect.

16.06 Work Retention and Sub-Contracting - Where the Company's facilities, space and trained personnel are available, the Company shall endeavour to continue to have all work which is presently performed by employees of the Bargaining Unit, retained and performed by employees of the Bargaining Unit.

The Employer agrees that it will only contract out work for valid business reasons in response to competitive demands and further not for the purpose of eroding or undermining the Union and/or the Bargaining Unit. Where sub-contractors are used for work normally performed by the membership, the Company shall contact the Union for a permit, provide the name of the contractor and the duration of the work being performed.

The Employer agrees that it will meet and have consultation with the Union prior to making a decision to contract out work.

Should a decision be made to subcontract work out of the Langley facility that would result in a lay off of employee(s), the Company shall:

1. Give notice to the Union at least sixty (60) days before the change is to take effect.
2. Provide an opportunity for Employees to move to other available positions with the bargaining unit that they are capable of performing as per Article 7.10 Bumping.
3. Provide outplacement counseling to all Employees laid off due to contracting out.
4. Provide HR resources to facilitate movement of Employees, coordination of retraining and outplacement counseling.

16.07 Safety Committee - It is mutually agreed that a Safety Committee consisting of employees selected by the Union will meet with a management representative or representatives not less frequently than once a month. Minutes of such meetings will be posted on the Notice Board, and a copy sent to the Union and the Compensation Board.

Training will be provided yearly to all committee members as required by WorkSafe at no cost to the members.

ARTICLE 17 - TECHNOLOGICAL CHANGE

In the event the Company introduces a technological change which results in displacement of a significant number of employees from employment with the Company, the Company will cooperate with **local government agencies** training facilities to train such employees, if there are job openings with the Company and such employees have the necessary potential to fill the positions.

ARTICLE 18 - DEFINITIONS OF CLASSIFICATIONS

Classifications: The Company has the right to move any employee between classifications as required. The Company also retains the right to determine how many classifications need to be filled at any time.

Assembler Level 1

- 1. Can read basic schematics, diagrams, and/or assembly drawings.*
- 2. Can build, wire, and assemble simple units and sub-assemblies.*
- 3. Can safely use the required tools in the area of assignment.*
- 4. Can demonstrate compliance to Regal Business System (RBS) and Values.*

Assembler Level 2

- 1. Successfully passed Level 1 assessment.*
- 2. Can assemble/wire simple/standard ATS units and/or switchgear panels.*
- 3. Can verify quality compliance of finished panels.*

Assembler Level 3

- 1. Successfully passed Level 2 assessment.*
- 2. Can assemble/wire complex/non-standard ATS and/or switchgear panels.*
- 3. Can efficiently handle any assigned job with minimal supervision.*
- 4. Can train other assemblers.*
- 5. Can demonstrate the ability to champion safety and continuous improvement initiatives.*

Assembler Level 4

- 1. Successfully passed Level 3 assessment.*
- 2. Can efficiently handle any job without supervision.*
- 3. Can lead and provide instructions to assemblers on projects assigned.*

Warehouse Level 1

- 1. Can safely operate all equipment and tools required in their warehouse area (shipping, receiving, material handling).*

2. *Can efficiently perform all activities and transactions in their warehouse area (shipping, receiving, material handling) without supervision.*
3. *Can train other associates in their warehouse area (shipping, receiving, material handling).*
4. *Trained in storage and transportation of dangerous goods (WHMIS).*
5. *Can demonstrate compliance to Regal Business System (RBS) and values.*

Warehouse Level 2

1. *Successfully passed Level 1 assessment.*
2. *Can safely operate equipment and tools required in at least two (2) warehouse areas (shipping, receiving, material handling).*
3. *Can efficiently perform all activities in at least two (2) warehouse areas (shipping, receiving, and material handling) without supervision.*
4. *Can train other associates in at least two (2) warehouse areas (shipping, receiving, material handling).*
5. *Can demonstrate the ability to champion safety and continuous improvement initiatives.*

Warehouse Level 3

1. *Successfully passed Level 2 assessment.*
2. *Can safely operate any equipment and tools required in the warehouse (shipping, receiving, material handling).*
3. *Can efficiently perform any activities in the warehouse (shipping, receiving, material handling) without supervision.*
4. *Can train other associates in any warehouse activities (shipping, receiving, material handling).*
5. *Can lead and provide instructions to associates on projects assigned.*

Tester Level 1

1. *Can perform Assembler Level 2 duties.*
2. *Can demonstrate knowledge of basic test procedures and use of test equipment.*
3. *Can demonstrate competency in the use of technology.*
4. *Can test ATS and simple Switchgear units.*
5. *Can do final outgoing Q.A. inspection of ATS and simple Switchgear units.*
6. *Has electrical knowledge equivalent to a Journeyman Industrial electrician.*
7. *Can demonstrate compliance to Regal Business System (RBS) and values.*

Tester Level 2

- 1. Successfully passed Level 1 assessment.*
- 2. Can train other associates.*
- 3. Can demonstrate the ability to champion safety and continuous improvement initiatives.*
- 4. Can efficiently handle any job without supervision.*
- 5. Can lead and provide instructions to associates on projects assigned.*
- 6. Can test all products at TPS.*
- 7. Can travel and perform off-site work as required.*
- 8. Holds a valid Journeyman Industrial Electrician's Trades Qualification Certificate.*
- 9. Can do final outgoing Q.A. inspection of all TPS products.*

Maintenance Level 1

- 1. Can safely operate all material handling equipment at TPS.*
- 2. Can safely operate a company vehicle.*
- 3. Can maintain facility/property cleanliness, garbage and recycling programs.*
- 4. Can maintain facility sanitary supplies.*
- 5. Can perform tools and basic equipment preventive maintenance.*
- 6. Can efficiently handle any maintenance-related job with minimal supervision.*
- 7. Can train new associates.*
- 8. Can demonstrate compliance to Regal Business System (RBS) and Values.*

Maintenance Level 2

- 1. Successfully passed Level 1 assessment.*
- 2. Can perform basic facility maintenance such as lighting, HVAC, compressor, etc.*
- 3. Can demonstrate ability to champion safety, continuous improvement initiatives.*
- 4. Can efficiently handle any job without supervision.*

Fabrication Level 1

- 1. Can work on grinding, insulation, and minor tasks without supervision.*
- 2. Has demonstrated accurate measuring and math skills.*
- 3. Can read drawings and fabricate from them.*
- 4. Can demonstrate compliance with Regal Business System (RBS) and Values.*

Fabrication Level 2

- 1. Successfully passed Level 1 assessment.*

2. *Can operate up to three (3) machines in Fabrication with minimal supervision.*
3. *Can set up and conduct changeovers of dies and other required tasks on machines.*
4. *Can complete daily machine checklists in Fabrication.*

Fabrication Level 3

1. *Successfully passed Level 2 assessment.*
2. *Can operate up to five (5) machines in Fabrication with minimal supervision.*
3. *Can train associates on up to five (5) machines in Fabrication.*
4. *Can demonstrate the ability to champion safety, continuous improvement initiatives.*
5. *Can set up and conduct changeovers of dies and other tasks on up to five (5) machines in Fabrication.*

Fabrication Level 4

1. *Successfully passed Level 3 assessment.*
2. *Can operate all machines in Fabrication without supervision.*
3. *Can train associates on all machines in Fabrication.*
4. *Can set up and conduct changeovers dies and other tasks on all machines in Fabrication.*
5. *Can lead and provide instructions to associates on projects assigned.*

Assistant Lead Hand.

Selected by Management based on demonstrated leadership qualities to assist Lead Hand Level 2 or Level 3. Receives an Assistant Lead Hand Premium.

Lead Hand

*Selected by Management based on demonstrated leadership qualities.
In charge of a department with less than five (5) cross-functional departments.
Receives a Lead Hand Premium.*

Charge Hand

*Selected by Management based on demonstrated leadership qualities and exceptional performance as Lead Hand level 2.
In charge of a department with equal or more than five (5) cross-functional departments and multiple assembly lines.
May be required to be RRX certified Lean champion: VDM, 6S, VSM, Standard Work, Lean Conversion, TPI, 80/20, TPM, SMED.
Receives a Charge Hand Premium*

Group Leaders

Chargehand ***11% above the employee's classified rate.***

Leadhand ***8% above the employee's classified rate.***

Assistant Leadhand ***5% above the employee's classified rate.***

ARTICLE 19 - DURATION OF AGREEMENT

This Agreement shall be in full force and effect from and including ***October 1, 2023*** to and including ***September 30, 2026*** subject to the right of either party to this Collective Agreement within four (4) months immediately preceding the day of ***September 30, 2026*** or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion if a renewal or revision of this Collective Agreement or a new Collective Agreement.

Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike, or the Company shall give notice of lockout and such strike or lockout takes place and/or either party gives notice of termination, or the parties shall conclude a renewal or revision of the Collective Agreement or a new Collective Agreement.

1. During the life of this Agreement, or while negotiations for a further Agreement are in progress, there shall be no strikes or stoppage of work on the part of the members of the Union, or any lockout of employees on the part of the Company.
2. By agreement of the parties hereto, the provisions of Section 50.2 and 50.3 of the Labour Relations Code of B.C. are specifically excluded.

DATED AT LANGLEY, B.C. THIS _____ DAY OF _____, 2024.

INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE WORKERS
LOCAL LODGE #550

THOMSON POWER SYSTEMS

Business Representative

Schedule A Wages & Classifications

Classification	Effective Date 10/01/2023	Effective Date 10/01/2024	Effective Date 10/01/2025
Assembler / Fab 1	\$26.55	\$27.61	\$28.44
Assembler / Fab 2	\$31.36	\$32.61	\$33.59
Assembler / Fab 3	\$34.82	\$36.21	\$37.30
Assembler / Fab 4	\$38.02	\$39.54	\$40.72
Warehouse 1	\$26.95	\$28.03	\$28.87
Warehouse 2	\$28.73	\$29.88	\$30.77
Warehouse 3	\$30.16	\$31.37	\$32.31
Maintenance 1	\$27.44	\$28.54	\$29.39
Maintenance 2	\$30.07	\$31.27	\$32.21
Tester 1	\$38.02	\$39.54	\$40.72
Tester 2	\$40.71	\$42.33	\$43.60

APPENDIX “B”

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS VANCOUVER LODGE #692

APPRENTICES

FOUR YEAR APPRENTICESHIP

(Six Thousand Hour Schedule)

Apprentices shall be required to complete the Total Hours as shown below in order to qualify for completion of their Apprenticeship and to be considered a Journeyperson. For the purposes of progression to the next increased wage rate, the Apprentice shall be required to complete the required number of Progression Hours.

Employees will not be eligible for retro payment based on hours if they delay any of their schooling for any reason, if an employee is held back in going to school due to documented performance concerns, if an employee fails any levels of the schooling, or if the employee received hours credit from other employers for previous work experience. Any delays in the control of the employer will be subject to retroactivity.

The Apprentice shall be credited with all actual hours worked. Overtime hours shall count toward the Hours worked, but shall not be counted as double hours. There shall be no credit for vacation hours, statutory holidays, or time taken off work due to illness or personal absences.

The number of hours shall be those established by the BC Industry Training Authority (ITA). The Company agrees to credit an internal Apprentice at the beginning of *their* term, any previous relevant schooling and/or work experience as recognized and approved by the B.C. Industry Training Authority.

<u>Program</u> <i>Industrial Electrician</i>	<u>Total Hours</u> <i>6000</i>	<u>Progression Hours</u> <i>750</i>
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Electrical Apprentices	Percentage of	Tester 1 Rate
1st Year	Period 1	90%
	Period 2	92%
2nd Year	Period 3	93%
	Period 4	95%
3rd Year	Period 5	96%
	Period 6	97%
4th year	Period 7	98%
	Period 8	99%

LETTER OF UNDERSTANDING #1

BETWEEN:

INTERNATIONAL ASSOCIATION OF MACHINISTS &
AEROSPACE WORKERS, LOCAL LODGE NO. 550

-and-

THOMSON POWER SYSTEMS

The Company and the Union agree to give employees whose positions are subject to the Collective Agreement (the "Union Employees") the option to participate in the Machinists Pension Plan, Lodge 692 Division 1 (the "Pension Plan"), subject to the following terms and conditions:

- 1. The Company's sole funding obligation under the Pension Plan shall be to remit the fixed contribution amounts (the "Fixed Company Contributions") determined in accordance with the attached Pension & Wage Schedule A, B, and C (the "Schedules"). For greater certainty, except for the Fixed Company Contributions set forth in the Schedules, the Company shall have no additional costs or liabilities with respect to the Pension Plan, nor be required to make any additional contributions, funds, or pay any amounts whatsoever to the Pension Plan. The Union acknowledges and agrees that, notwithstanding anything to the contrary in this Letter of Understanding, the Company may, in its sole discretion, elect to immediately withdraw from the Pension Plan in the event of any changes to applicable law or to the terms of the Pension Plan that would result in the Company's funding obligations (or contingent funding obligations) ceasing to be limited to the Fixed Company Contributions determined in accordance with the Schedules. In the event of the withdrawal of the Company from the Pension Plan, the sole funding obligation of the Company under the Pension Plan shall be to remit any Fixed Company Contributions owing to the stated withdrawal date.*
- 2. It is acknowledged and agreed that the participation of the Company in the Pension Plan is conditional upon the Company being admitted as a participating employer in the Pension Plan on terms and conditions that are, in the sole discretion of the Company, consistent with this Letter of Understanding.*
- 3. Each Union Employee must notify payroll of their intention to participate in the Pension Plan and must indicate in which of the Schedules they will participate.*
- 4. Any Union Employee who wishes to change the Schedule in which they participate may only do so in the last pay period of a calendar year.*

5. *The Company will remit to DA Townley (or any successor, as directed by the administrator of the Pension Plan) the amounts that are payable to the Pension Plan in accordance with the Schedules at such times as may be required under the terms of the Pension Plan or as may otherwise be agreed upon with the administrator of the Pension Plan.*
6. *Subject to the Company complying with its obligations under this Letter of Understanding, the grievance procedure set forth in the Collective Agreement shall not apply to: (i) the ongoing participation of the Union Employees in the Pension Plan, (ii) the transition of the Union Employees from any Company sponsored retirement plan to the Pension Plan, or (iii) the exercise of the Company's discretion, in accordance with the terms of this Letter of Understanding, to not participate in the Pension Plan or to cease its participation in the Pension Plan.*

DATED AT LANGLEY, B.C. THIS _____ DAY OF _____, 2024.

FOR THE COMPANY:

FOR THE UNION:

Pension & Wage Schedule A

The company shall contribute \$1.00 for all hours earned to the Machinists Pension Plan, Lodge 692 Division 1.

Classification	Effective Date 10/01/2023	Effective Date 10/01/2024	Effective Date 10/01/2025
Assembler / Fab 1	\$25.55	\$26.61	\$27.44
Assembler / Fab 2	\$30.36	\$31.61	\$32.59
Assembler / Fab 3	\$33.82	\$35.21	\$36.30
Assembler / Fab 4	\$37.02	\$38.54	\$39.72
Warehouse 1	\$25.95	\$27.03	\$27.87
Warehouse 2	\$27.73	\$28.88	\$29.77
Warehouse 3	\$29.16	\$30.37	\$31.31
Maintenance 1	\$26.44	\$27.54	\$28.39
Maintenance 2	\$29.07	\$30.27	\$31.21
Tester 1	\$37.02	\$38.54	\$39.72
Tester 2	\$39.71	\$41.33	\$42.60
Field Service Technician 1	\$41.26	\$42.95	\$44.27

Pension & Wage Schedule B

The company shall contribute \$1.50 for all hours earned to the Machinists Pension Plan, Lodge 692 Division 1.

Classification	Effective Date 10/01/2023	Effective Date 10/01/2024	Effective Date 10/01/2025
Assembler / Fab 1	\$25.05	\$26.11	\$26.94
Assembler / Fab 2	\$29.86	\$31.11	\$32.09
Assembler / Fab 3	\$33.32	\$34.71	\$35.80
Assembler / Fab 4	\$36.52	\$38.04	\$39.22
Warehouse 1	\$25.45	\$26.53	\$27.37
Warehouse 2	\$27.23	\$28.38	\$29.27
Warehouse 3	\$28.66	\$29.87	\$30.81
Maintenance 1	\$25.94	\$27.04	\$27.89
Maintenance 2	\$28.57	\$29.77	\$30.71
Tester 1	\$36.52	\$38.04	\$39.22
Tester 2	\$39.21	\$40.83	\$42.10
Field Service Technician 1	\$40.76	\$42.45	\$43.77

Pension & Wage Schedule C

The company shall contribute \$2.00 for all hours earned to the Machinists Pension Plan, Lodge 692 Division 1.

Classification	Effective Date 10/01/2023	Effective Date 10/01/2024	Effective Date 10/01/2025
Assembler / Fab 1	\$24.55	\$25.61	\$26.44
Assembler / Fab 2	\$29.36	\$30.61	\$31.59
Assembler / Fab 3	\$32.82	\$34.21	\$35.30
Assembler / Fab 4	\$36.02	\$37.54	\$38.72
Warehouse 1	\$24.95	\$26.03	\$26.87
Warehouse 2	\$26.73	\$27.88	\$28.77
Warehouse 3	\$28.16	\$29.37	\$30.31
Maintenance 1	\$25.44	\$26.54	\$27.39
Maintenance 2	\$28.07	\$29.27	\$30.21
Tester 1	\$36.02	\$37.54	\$38.72
Tester 2	\$38.71	\$40.33	\$41.60
Field Service Technician 1	\$40.26	\$41.95	\$43.27

LETTER OF UNDERSTANDING #2

BETWEEN:

**INTERNATIONAL ASSOCIATION OF MACHINISTS &
AEROSPACE WORKERS, LOCAL LODGE NO. 550**

-and-

THOMSON POWER SYSTEMS

Grandfathered Five by Eight-Hour Shifts

This Letter of Understanding will address employees who are currently on a 5 – 2 eight-hour shift Monday to Friday. The renewed Collective Agreement has a change in the hours of work that only encompasses four ten-hour shifts.

The parties agree that current employees on 5 – 2 eight-hour shifts can remain on this shift by notifying the Company by December 8, 2023. Otherwise, they will be scheduled on the four-by-ten-hour shift effective January 15, 2024

Those employees on a flex schedule and cannot be on the 4 - 10 hour shifts may go with company pre-approval on the 5 – 2 eight hour shifts. They must notify the Company if they must be on the 5 x 2 shift no later than December 8, 2023.

The following conditions shall apply when working an 8-hour shift;

1. The shift hours shall be 7:45 am to 4:15 pm Monday to Friday and the standard work week shall be 40 hours
2. Hours of work and Overtime in Article 3, the same conditions shall apply but calculated on 8-hour shifts

The 5 -2 eight-hour shift will not be available to any new employees and employees will not be able to transfer to it past the Dec 8, 2023.

This Letter of Understanding is made on a “without precedent and without prejudice” basis. All other terms and conditions of the Collective Agreement will apply, except for what is contained in this Letter of Understanding

DATED AT LANGLEY, B.C. THIS _____ DAY OF _____, 2024.

FOR THE COMPANY:

FOR THE UNION:

LETTER OF UNDERSTANDING #3

BETWEEN:

**INTERNATIONAL ASSOCIATION OF MACHINISTS &
AEROSPACE WORKERS, LOCAL LODGE NO. 550**

-and-

THOMSON POWER SYSTEMS

Vacation Accrual Payout

This Letter of Understanding is to address the issue of employees who have a significant amount of vacation accrual (over 200 hours). The Collective Agreement under Article 8.07 states that employees shall be required to take the full annual vacation in the current calendar year.

Therefore, the Company shall meet with those employees who have vacation accruals from 2022 and earlier to discuss a plan to have those accruals paid out by the last pay period in February or by a mutually agreed-upon date.

Any accruals in 2023 shall be addressed as per Article 8.07.

This Letter of Understanding is made on a “without precedent and without prejudice” basis.

DATED AT LANGLEY, B.C. THIS _____ DAY OF _____, 2024.

FOR THE COMPANY:

FOR THE UNION:
