



COLLECTIVE AGREEMENT

Between:

LEAVITT MACHINERY CANADA INC.

And:

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

Effective

May 15, 2024 to May 14, 2027

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COLLECTIVE AGREEMENT

BETWEEN:

LEAVITT MACHINERY CANADA INC.

(hereinafter called "the Company")

AND:

**INTERNATIONAL ASSOCIATION OF
MACHINISTS & AEROSPACE WORKERS
VANCOUVER LODGE #692**

(hereinafter called "the Union")

THIS AGREEMENT entered into this 15TH day of May, **2024** to and including the 14th day of May, **2027**.

GENERAL PURPOSE:

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

The Union accepts the 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.

ARTICLE 1 - BARGAINING AGENCY

- 1.01 The Company recognizes the Union as the sole bargaining agency in the Province of British Columbia.
- 1.02 The Company agrees that all employees as designated by the certificate must become members of the Union within 30 calendar days of employment and remain members of the Union during the term of this agreement provided they complete successfully their probationary period. Appropriate dues and initiation fees as set out according to the Union constitution will be deducted from employees working under this agreement.
- 1.03 This agreement does not cover secretarial, clerical, sales or management people.
- 1.04 All language used in the agreement should be considered gender neutral, any singular pronouns can be substituted for the plural.

ARTICLE 2 - DEFINITION OF BARGAINING UNIT EMPLOYEE

- 2.01 The word "employee" as used in and for the purpose of this Agreement shall include all people employed in the Company's operations and as covered by the Provincial Government Certificate.
- 2.02 The Company agrees that as a condition of employment, all employees as designated by the certificate of bargaining agency must become members of the Union within *thirty* (30) days of commencing employment and remain members during the term of the agreement.
- 2.03 All present and new employees of the Company covered by the certificate shall pay to the Union, dues, initiation or reinstatement fees by payroll deduction, as may from time to time be established by the Union in accordance with its constitution and/or bylaws. Initiation or reinstatement fees shall be effective from the date of employment.
- 2.04 There will be a probationary period for all employees of *One hundred eighty (180) days*; during which time a person can be dismissed from the Company.

ARTICLE 3 - MANAGEMENT

- 3.01 The Union agrees that management has the right to operate the business in all respects in an effective, efficient manner. The direction of the employees at their work is the responsibility of management.

Management has the right to select, hire, discharge, promote, discipline and terminate employees when necessary, provided that any discipline or termination is consistent with the terms of this agreement.

- 3.02 The Company shall have the right to establish, maintain and enforce rules and regulations to assure orderly Company operations. It is understood that such rules and regulations shall not be inconsistent with the provisions of the Agreement, and that they shall be freely available for all employees to review upon request.

The Company agrees to provide sixty (60) calendar days notice wherever possible of any changes, rules or policies that impact employees and will engage in good faith discussions with the Union on such matters.

- 3.03** If management, in agreement with the Union, decides to introduce an incentive payment plan at any branch, the rates in Schedule A will continue to apply unless they are altered in conjunction with the incentive plan.

ARTICLE 4 - WORKING CONDITIONS

- 4.01** The Company expects that employees will provide a fair days work for a fair days pay consistent with their employment obligation. Employees will respect the workplace rules, fellow employees and management. The management will respect the legitimate needs of employees and promote a positive workplace climate.

- 4.02** Supervisors, managers and sales people will not be allowed to use hand tools or carry out work which would normally be performed by the bargaining unit members, except to instruct or train employees. (See attached Letter of Understanding #5)

4.03 **Harassment Free Workplace**

The Company will ensure a Harassment free workplace. This will include but not limit conduct that has the purpose or the effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, humiliating or offensive working environment. Both parties agree that they will jointly co-operate to resolve complaints in a confidential and appropriate manner.

ARTICLE 5 - HOURS OF WORK

- 5.01** The present hours of work and shift arrangements will continue to be accommodated. The starting and stopping time, as well as the meal period shall be mutually arranged by the Company and the Union. The meal period shall not be less than thirty (30) minutes, unpaid.

- 5.02** The Company has the option of scheduling work on eight (8) hour shifts or ten (10) hours shifts or twelve (12) hours shifts.

Eight Hour Shifts: The standard workday shall consist of eight (8) hours and the standard workweek shall consist of forty (40) hours of five (5) consecutive days excluding Sunday.

The first shift shall commence between 6:00 AM and 8:00 AM. Where there are business situations that require discussion and adjustment to hours of work, the Company and the Union will meet to discuss and agree on the appropriate schedule alternatives for the Branch.

- 5.03** **Ten Hour Shifts:** The standard workday shall consist of ten (10) hours and the standard workweek shall consist of forty (40) hours of four (4) consecutive days excluding Sundays.

Hours of Work: The hours of the shifts, with regard to starting and stopping are to be agreed upon by the selected persons to work the shifts.

5.04 Rest Periods: A paid rest period of ten (10) minutes shall be allowed as close to the middle of each half of each shift as reasonably possible.

5.05 A shift is defined as the hours of work within a twenty-four hour period.

5.06 Daily shifts of afternoons or nights will be assigned in order of reverse seniority. The exception to this will be in areas where the customer requires specific skill or qualifications to perform the job, in such cases the employer will endeavour to train the junior employee to perform the tasks needed.

5.07 Minimum Hours of Work: Any employee reporting (who is fit for work) on *their* regular shift and no work is available shall receive a minimum of four (4) hours pay at *their* regular wage rate.

Any employee completing the first four (4) hours of *their* regular shift and commences work on the second half of *their* regular shift, shall receive a minimum of eight (8) hours pay at *their* regular wage rate unless *they* choose to leave the workplace, *they* will then be paid until *they* leave the job.

The provision 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.

5.08 Statutory Holidays: Any employee on the eight (8) hour shift when a statutory holiday falls on an employee's scheduled day off, the employee shall be paid eight (8) hours at *their* hourly base rate for the holiday or bank eight (8) hours at *their* hourly base rate.

Any employee on the ten (10) hour shift when a statutory holiday falls on an employee's scheduled work day and the employee does not work, the employee shall be paid ten (10) hours at *their* hourly base rate.

5.09 Shift Change

The Company shall give five (5) days' notice of a shift change, except in the case of an emergency such as an employee absence or customer breakdown. The notice period can be modified by mutual agreement.

5.10 Shift Break

All employees shall have a minimum break of eight (8) hours between shifts. If any employee is instructed to report to work at a time later than *their* regular starting time to allow the eight (8) hour break, the employee shall be paid for a full shift, for which *they are* reporting. In the event of an emergency and the employee is recalled to work before an eight (8) hour break has elapsed, *they* shall be considered as still working on the previous shift and paid the appropriate overtime rates for all work performed after the recall.

5.11 When the employee works the statutory holiday, *they* shall be paid double time (2x) *their* hourly base rate for the hours worked that day.

5.12 Overtime Meals: When employees are required to work extended hours in excess of ten (10), the Company will pay the cost of a good meal. If an employee chooses not to take a meal break, *they* will be paid twenty (\$20.00) dollars. The time required to consume the meal shall not be less than one-half (½) hour.

- 5.13 Out of Town Per Diem:** When required by the Company for out of town travel, with an overnight stay for Company business, the Company shall provide seventy-five (\$75.00) dollars per diem per day plus suitable accommodation.

ARTICLE 6 - OVERTIME

- 6.01** Time worked in excess of the standard hours of work shall be overtime, and overtime shall be paid for at ***double time (2X)*** the regular rates of pay.
- 6.02** Double time (2x) the regular rate will be paid for work performed on the employees scheduled days off. Double time will be paid for work performed on ***Saturdays and*** Sundays.
- 6.03** Double time the regular rate will be paid for work performed on Mondays in the same week in which the Tuesday to Saturday shift is worked.
- 6.04** Double time shall be paid for all work performed on Statutory Holiday, plus any applicable holiday pay. No employee will be compelled to work on a Statutory Holiday.
- 6.05** No premium shall attract overtime rates.

6.06 Banked Overtime

Overtime hours may be paid in wages or accumulated as follows:

1. For time off during slow periods a maximum of one hundred and twenty (120) hours may be banked.
2. Banked time must be taken in the year in which it is banked or it will be paid out less ***forty*** (40) hours which may be carried over to the following calendar year.
3. Banked hours can only be taken at a time acceptable to Management.
4. Banked overtime will be accrued at the rate earned at the time of banking and will be paid out accordingly.
5. Banked time may be used for appointment time once all sick time has been exhausted.
6. Banked time is not a substitute for vacation. All accrued vacation must be scheduled prior to using Banked time.
7. Supervisor approval is required to use banked time.

6.07 Layover Time

Layover time refers to any time an employee cannot return to their home base. Providing no work is performed an employee who is required to remain in the field is entitled to be paid time at straight time rates.

Employees encountering a delay in outbound travel due to weather or mechanical delay will be eligible for layover pay at straight-time rates to a maximum of eight (8) hours per day. If the employees work while enduring the layover, outside of their regular shift, applicable overtime rates will be paid for all hours worked.

ARTICLE 7 - CALL TIME

- 7.01** If an employee is called out after *their* regular shift has been completed, *they* shall receive a minimum of four (4) hours pay at double (2x) times the regular rates.
- 7.02** If an employee is called in prior to commencing *their* regular shift, *they* will be paid overtime at the applicable overtime rates for time worked prior to that shift commencing. If an employee elects to leave *their* shift prior to the normal end time that day, *they* will receive straight time for the first eight (8) hours worked.
- 7.03** If an employee is called into work on a scheduled day off or statutory holiday that employee will receive a minimum of four (4) hours pay at double time (2X) times the regular rate plus any applicable statutory holiday pay.

ARTICLE 8 - EMERGENCY

- 8.01** The provisions of Article 5.07 shall not apply in the event of an emergency such as fire, flood, power failure, etc., beyond the control of the Company, or if *they were* previously instructed not to report. In any such event, *they* shall be paid for the actual time worked at prevailing rates.

ARTICLE 9 - WAGES

- 9.01** Wages and Classifications shall be those agreed upon and set out in Schedule A attached and form part of this Agreement.

ARTICLE 10 - STATUTORY HOLIDAYS

- 10.01** All employees shall receive eight (8) hours pay at their regular straight time rates for each of the following Statutory Holidays in addition to any wages which they may be in receipt of for work performed on such Holidays:

New Years Day	Canada Day	Remembrance Day
Family Day	1st Monday in August	December 24th
Good Friday	Labour Day	Christmas Day
Easter Monday	National Day for Truth and Reconciliation	Boxing Day
Victoria Day	Thanksgiving Day	

- 10.02** Provided any other Statutory Holiday declared, proclaimed or celebrated by the Federal and/or B.C. Provincial Government shall be paid for on the same basis.

- 10.03** Statutory Holidays falling on a Saturday or Sunday will be celebrated on the following Monday. Where two consecutive Statutory Holidays fall on a Saturday and Sunday, the following Monday and Tuesday may be celebrated unless otherwise agreed.

If a holiday falls during the work week Tuesday through Saturday, the day off will be taken on the Tuesday.

PROVIDED:

- 10.04** If the employee has earned wages for fifteen (15) days, during the thirty (30) calendar days immediately preceding the Statutory Holiday, *they* will be entitled to the full payment of the Statutory Holiday.
- 10.05** Should any of the above - stipulated Statutory Holidays occur during the employee's vacation period, *they* shall be given an extra day's vacation with pay. It is understood there shall be no pyramiding of this benefit.

ARTICLE 11 - VACATIONS

- 11.01** After Service Anniversary Date, the Company shall give each employee an annual holiday with pay which will be allocated on the basis of seniority. Vacation requests submitted prior to March 30th of the current vacation year will be governed by seniority preference. Requests after March 30th will be considered on a first come first serve basis.

- 11.02** After the Service Anniversary Date, Employees are entitled to the number of weeks vacation shown in column (1) in the calendar year in which the years of service shown in column (2) are completed. New employees, however, will receive three (3) weeks vacation upon completing a term of one (1) year's service. New employees earn vacation at 1.25 days per month and may take accumulated vacation after six (6) months.

(1)	(2)	(3)
Weeks Vacations	After completed years of service	Percentage of Gross
3 weeks vacation	1 years of service	6% of gross earnings
4 weeks vacation	5 years of service -	8% of gross earnings
5 weeks vacation	13 years of service	10% of gross earnings
6 weeks vacation	18 years of service	12% of gross earnings
7 weeks vacation	25 years of service	14% of gross earnings

- 11.03** Employees are entitled to vacation time off as per column (1) in 11.02 and earn vacation pay as per column (3).

NOTE: For the purpose of this agreement, gross wages will mean all straight time pay, overtime pay, (including that banked), vacation pay (including vacation adjustment), premiums, shift differentials, holiday pay, call in and standby.

- 11.04** In the event of termination of service with the Company after having taken vacation earned for the previous year, an employee would be entitled to vacation pay at the appropriate percentage accrued for this service level.

- 11.05** The qualifying provisions of service in the current year shall not apply if an employee terminates of *their* own volition or is discharged, for cause and not reinstated under the terms of this Agreement. In cases such as this the appropriate vacation pay will be calculated from *their* start date.
- 11.06** The Company agrees to consult with their employees and attempt to meet their individual holiday preferences.
- 11.07** An employees vacation shall not be changed within one month of the scheduled start of the vacation without the employee's consent.
- 11.08** All employees must take a minimum of two (2) weeks annual vacation in each year they are eligible. Earned weeks of vacation beyond their two (2) weeks may be put into their Pension Plan or taken as cash (selling) at their appropriate rate of entitlement. Advance notice of two (2) weeks must be given to the Company prior to selling of, or allocating of funds to their Pension Plan. Unused weeks may be carried over to the following year to a maximum of eight (8) weeks total entitlement.
- 11.09** The entitlements of an employee under this Section shall at no time be less beneficial than those *they* would be entitled to under the provisions of BC government legislation or any orders or regulations made thereunder.
- 11.10** Except as noted below, eligibility for vacation will be maintained and accumulated. Eligibility shall be maintained but not accumulated during absence:
- (A) Due to temporary illness or non-occupational accident exceeding twenty-six (26) weeks.
 - (B) With authorized leave-of-absence.
 - (C) Due to layoff without recall, for a period not to exceed twelve (12) months.

ARTICLE 12 - EMPLOYEE BENEFIT COVERAGE

- 12.01** Medical: The Company agrees to provide and maintain the medical and extended health plans. It will contribute 100% of the premium.

A prescription drug card will be provided to all employees in the bargaining unit.

- 12.02** Dental: The Company will provide a dental plan with 100% dental basic coverage and 80% Major coverage. It will contribute 100% of the premium. Maximum coverage will be of \$3,000.00 combined each calendar year per employee and dependents.

Orthodontic: The Company will provide an orthodontics plan after the employee has been continuously employed for one full year. Benefits will be 50% maximum amount limited to family members under the age of 18 to a maximum lifetime benefit of three thousand (\$3000.00) per person. Appliances lost, broken, or stolen will not be replaced. Both the Company and the employee shall share on a 55/45 basis the cost of this benefit.

- 12.03** On termination or layoff, except for just cause, medical and dental coverage will continue until the end of the following month of the layoff or termination. On rehire or recall, coverage starts on the 1st of the month following **thirty** (30) calendar days of continuous service.
- 12.04** Permanent full time employees who work **thirty** (30) hours per week and have completed **ninety** (90) calendar days of continuous service are eligible on the 1st of the month following **ninety** (90) calendar days of employment for all Company benefits provided by this Collective Agreement.
- 12.05** Income Continuance: Upon ratification of this agreement the weekly indemnity benefit shall be full pay based on years of service. For every year of service the employee will receive one (1) week of income continuance at full pay to a maximum of **fifteen (15)** weeks. If the employee does not have **fifteen (15)** years of seniority they are covered at sixty (60%) percent to get to the **fifteen (15)** weeks before Long Term Disability starts. The Company shall pay the full cost of this benefit.

This coverage begins on the 4th day of illness and on the first day of non-occupational accident. Coverage is contingent upon both the employee and doctor providing the required claim form information showing total disability to the satisfaction of the benefits carrier.

- 12.06** Long Term Disability: Waiting Period – **fifteen (15)** weeks. The Long Term Disability *is a taxable* benefit of 66 2/3% of the employee's monthly earnings to a maximum of \$10,950 or 85% of the pre-disability take-home pay, whichever is less, tax free. Own occupation twenty-four (24) months coverage. The employee will pay premiums for the duration of this Collective Agreement. In exchange for the employees making the premium payments on this plan, the Company agrees to put the equivalent cost of the original plan into each employee's Pension Plan.
- 12.07** Life Insurance and Accidental Death & Dismemberment: Effective with the ratification, three hundred (300%) of annual earnings to a minimum of \$7,500 and a maximum of \$910,000.00, the Company will pay the premium for 24 hour coverage.

12.07 Healthcare Plan

Deductible: Nil

Reimbursement Levels:

Out of Country:

- Emergency Care Expenses 100%
- Non-Emergency Care Expenses 80%

All other expenses 100%

Paramedial Expense Maximums:

- Paramedical services - \$1,000 combined each policy year
- Psychologists, Social Workers, Registered Clinical Counsellors -\$1,000 combined each policy year

12.08 Health Spending Account

Five Hundred (\$500.00) dollars for medical health and dental. *Employee's may carry over unused spending account to a maximum of one thousand (\$1000.00) dollars.*

- 12.09** Employees will be eligible to receive forty (40) hours of sick time bank commencing January 1st to a maximum of five (5) per calendar year. Employees are eligible to accumulate sick days to a maximum of ten (10) days. A doctor's certificate may be required. Sick time can be taken in increments. (Minimum one (1) hour increments)

Employees on Short or Long Term Disability, Leave of Absence or Workers Compensation Injury for more than thirty **(30)** days will not accumulate sick days while off of work.

- 12.10 Prescription Eyewear** From the date of ratification employees with more than one year of employment with the Company will be eligible for vision care benefits of **five hundred (\$500.00) dollars** per twenty-four (24) months for each family member covered under the extended health plan.

Safety Glasses Each employee required to wear **CSA approved** prescription safety glasses shall be reimbursed by the Company for the cost of replacement safety glasses up to a maximum of two hundred and fifty (\$250.00) once every **one (1)** years to be paid on a separate cheque.

- 12.11** The Company agrees to pensions contributions for all hours earned as follows.

All such employees newly hired shall commence to pay employee contributions to the said Plan immediately upon completion of probationary period.

The contributions shall be as follows for each hour earned:

	Company:	Employee:
Effective May 15, 2024	\$3.55	\$3.30
Effective May 15, 2025	\$3.80	\$3.30
Effective May 15, 2026	\$3.80	\$3.30

Employees are eligible for this benefit after completion of their probation period.

The Company contributions will be deposited into the Machinists Pension Plan Lodge 692, Division 1.

ARTICLE 13 - TOOL ALLOWANCE & LIST

- 13.01** A tool purchase allowance of **seven hundred (\$700.00) dollars** will be paid to employee on the first pay period in November for those employees requiring and using a complete set of tools to perform their job.

This allowance is payable to all qualified employees who have six (6) months seniority by the first pay period in November. There will be no prorating of this allowance.

Tool Insurance requires that Employees have a current tool list on file with the Company service office in their branch (Digital photos or videos are acceptable as lists).

The Company will provide tool insurance up to \$30,000 on tools for all employees eligible for tool allowance (subject to a current tool list being on file).

Any service apprentice will be eligible for a tool allowance.

In the event a tool needs replacing or repair, the employee will discuss the situation with *their* supervisor, *and chargehand/bargaining unit member. The tool will be inspected* prior to purchase or repair. When approved, the company will repair or replace the subject tool at no cost to the employee.

NOTE: It is not the intent of the company to unreasonable deny tool replacement from employees only to ensure the tool has not been damaged or broken due to abuse.

The company will not provide repair or replacement coverage for individual tools with a value of more than \$500 each, unless the employee has received written confirmation from his/her supervisor that the tool will be covered by this policy.

ARTICLE 14 - BEREAVEMENT LEAVE

- 14.01** If an employee suffers a death in the immediate family *they* shall be granted bereavement leave with full pay for three (3) days. Immediate family means: spouse, children, mother, father, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents and grandchildren, common law equal.

ARTICLE 15 - JURY DUTY

- 15.01** An employee called for Jury Duty or as a Crown witness will not be required to appear in Court and attend *their* regular shift on the same day.

If however, *they are* not selected or required to testify *they* will report for work. The Company will make up the difference between Jury pay or witness fees and the employee's regular wages for each eight (8) hour shift to a maximum of 4 weeks.

ARTICLE 16 - UNION NOTICES AND SHOP STEWARDS

- 16.01** A notice board will be provided for the posting of all official Union notices exclusively and not be used for disseminating political propaganda. All such notices shall be submitted to a Company official for approval before posting.
- 16.02** The employees will elect one or more Union members from each shop who will be known as Shop Stewards and these will be recognized by the Company.
- 16.03** 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.
- 16.04** When the Company finds it necessary to lay off or discharge a Shop Steward, the Business Representative of the Union shall be notified prior to such layoff or discharge.

16.05 Work Retention and Sub-Contracting

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

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

ARTICLE 17 - MOONLIGHTING

- 17.01** The Company and the Union agree in principle to eliminate the practice commonly referred to as moonlighting.
- 17.02** When this practice affects the Company's business or the employee's ability to perform *their* job, it shall be cause for reprimand and/or dismissal.
- 17.03** When this practice affects the Union, the Company agree to cooperate with the Union in reprimand and/or dismissal.

ARTICLE 18 - GENERAL PROVISIONS

- 18.01** Coveralls and Smocks and Uniforms. All employees required to wear coveralls or smocks shall have these supplied and cleaned by the Company. Employees are expected to take reasonable care of clothing supplied.

Rain Gear: All employees excluding parts and warehouse personnel shall be supplied with good quality rain suits. When worn out or damaged, rain suits will be replaced upon presentation to branch management.

- 18.02** Cold Weather. With the co-operation of employees, the Company will attempt to maintain shop temperatures above 10 degrees C.
- 18.03** (A) The Company agrees not to require its employees to perform outside repair work in temperatures below -30 degrees C, unless adequate protection and some form of heat is provided. Tarpaulins, windbreaks, etc., shall be erected before commencement of work and heat must be made available.
- (B) NOTE: It must be recognized that an understanding of this nature requires a high degree of co-operation between the employee and the Company. Employees will not arbitrarily stop work without advising their supervisors.
- 18.04** First Aid. Any employee suffering an injury while working must report immediately to the supervisor or as soon thereafter as possible. The incident will be written into the First Aid book and an accident report, if required, will be held in the employee's personal file.
- 18.05** Lunch Room. The Company will supply suitable accommodation where employees may have their lunch.

18.06 Hard Hats and Rain Wear. Where required, the Company will supply hard hats, rain jackets, pants and insulated rubber steel toe boots.

18.07 Safety Shoes. All bargaining unit employees whose regular work is in shops or Warehouse are required to wear Regulation Safety Shoes (CSA Approved) during working hours.

Employees are eligible for a three hundred (\$300.00) dollar allowance towards the cost of new safety shoes and/or insulated boots. New employees are eligible after six months service. The allowance will be paid on May 15th in each year of the contract to eligible employees. There will be no prorating of this benefit, Employees must have 6 months seniority by May 15th each year to qualify.

ARTICLE 19 - SENIORITY AND LAYOFF

19.01 The parties recognize that employees are entitled to a measure of job security based on length of service.

It is agreed that laying off work and resuming work will be done according to seniority with the Company, in the Branch, in the Classification in which the employee is engaged.

It is further mutually recognized however, that in connection with job security, the skill, efficiency, and good conduct of an Employee must also be studied as well as seniority standing.

It is further understood that where a specialist is employed at the same branch as a journeyman mechanic, the specialist will be laid off before any journeyman mechanic at the branch.

The Company, however, agrees that when it is necessary for layoffs to be made which are not strictly in accordance with the seniority list, the Shop Steward will be notified if possible in advance, and will be fully informed on the matter if *they* so request.

Decisions on layoffs, re-hiring, promotions etc., will be the responsibility of the Company, but it is understood that any dispute arising there from may be taken up under the Grievance Procedure of this Agreement.

19.02 Each employee's seniority with the Company shall be broken by:

- (A) Voluntary quitting of job.
- (B) Exceeding authorized leave-of-absence.
- (C) Discharge and not reinstated under the terms of this Agreement.
- (D) Failure to report back to work within one (1) week after notification to return to work, unless failure is proved to be unavoidable.
- (E) Accepting a Company position outside the bargaining unit for a period of more than two years.

19.03 Seniority shall be maintained and accumulated during occupational accident.

19.04 Seniority shall be maintained but not accumulated during authorized leave-of-absence.

19.05 A laid-off employee shall retain *their* seniority and recall rights with the Company for twelve (12) months after date of layoff, but shall not accumulate seniority while on such layoff or receive Company benefits, except as provided in 12.03, and Article 20.

The temporary layoff shall be considered uninterrupted for employees who are recalled to less than **four** (4) consecutive weeks of employment.

However, if an employee is re-hired within **three** (3) years of layoff, **their** seniority rights will be reinstated less the period of absence.

ARTICLE 20 - SEVERANCE

20.01 An employee who is permanently laid off, or otherwise terminated (except for just cause) will receive severance pay or be given notice in writing.

After 3 consecutive months of employment;	1 week
After 12 consecutive months of employment;	2 weeks
After 3 consecutive years of employment;	3 weeks

After 4 consecutive years of employment there will be **one** (1) additional week per year of service to a maximum of twelve (12) weeks.

20.02 Branch Closure

- (A) In the event that the Company decides to close, restructure, or relocate any of the existing branches or divisions and work is no longer available, the affected employee(s) shall be offered relocation to other Leavitt Machinery branches where there are job opportunities.
- (B) If suitable employment can not be found as in (A), then severance provisions will be provided on the basis as in 20.01, except the maximum severance and notice will increase to **24** weeks based upon length of service; e.g. **24** years – **24** weeks.

ARTICLE 21 - GRIEVANCES AND COMPLAINTS

21.01 An employee will have access to the grievance procedure for alleged dismissal without just cause, or any alleged violation of this Collective Agreement.

21.02 Any employee who has a complaint will first take the matter up with the Manager prior to any grievance being filed. The Manager and Employee will disclose and discuss the issues in an effort to fully resolve the complaint.

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

21.04 By the aggrieved Party with the Shop Steward and Manager.

21.05 Should no satisfactory settlement be reached within seven (7) days, the employee's representative will discuss the grievance with the Management and Human Resources.

21.06 When grievances cannot be finally adjusted by the Company and the Union representatives, the matter shall be submitted, within seven (7) days to an Arbitrator appointed as hereafter provided.

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

ARTICLE 22 - ARBITRATION

- 22.01** The Party desiring arbitration shall submit a list of Arbitrators and shall notify the other Party in writing of the name and address of the persons so nominated and particulars of the matter in dispute.
- 22.02** The Party receiving the notice shall within five (5) days thereafter notify the other Party of its acceptance or rejection of the Arbitrators submitted.
- 22.03** Failing agreement, the two (2) parties shall confer to select an Arbitrator and failing for three (3) days to agree upon a person willing to act, either of them may apply to the Honourable Minister of Labour to appoint such third Member.
- 22.04** The Arbitrator 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 agreement of the Parties.

ARTICLE 23 - SAVINGS CLAUSES

- 23.01** No provision of this Agreement shall be used to remove working conditions or reduce wages presently in effect.
- 23.02** Nothing herein contained shall preclude higher wages being paid to employees of special ability as determined by the Company.
- 23.03** Should any part hereof or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted Federal or BC 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.
- 23.04** Picket Lines. It shall not be a violation of this Collective Agreement if Members of this Union respect and/or honour a legal picket line.
- 23.05** 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.

ARTICLE 24 - HEALTH & SAFETY

- 24.01** The employer recognizes the right of employees to work in a secure, safe and healthy environment. No employee shall be required to act, nor shall any employee act in the course of the employment, in a manner which constitutes a health or safety hazard. The employer recognizes a responsibility to provide sufficient facilities, supplies, and services to protect the health and safety of employees as they carry out their duties. The parties agree that the employer shall provide, and employees shall make use of, protective equipment and training wherever the same are required for the safe and effective performance of an employee's duties. Employees shall report safety and health hazards of which they are aware to their supervisor. The employer shall comply with the occupational health and safety act.
- 24.02** Joint safety committees shall be constituted at branch locations with twenty (20) employees or greater, and shall make monthly inspections of the workplace and equipment. Inspection reports shall be forwarded to department supervisors and the manager of health and safety for required action.
- 24.03** Employees who are required by the Employer to take either a defensive driving course or a first aid course will be paid for such time and the course. The Employer agrees to schedule courses during regular working hours.
- 24.04** Glasses, goggles and face shields will be worn as per the Leavitt Machinery Health and Safety handbook. These eye protection items will be supplied by the Employer at no charge to the Employee.

ARTICLE 25 - DURATION OF AGREEMENT

- 25.01** This Agreement shall be in full force and effect from and including May 15, **2024** to and including May 14, **2027** and shall continue in full force and effect from year to year thereafter subject to the right of either Party to this Collective Agreement within four (4) months immediately preceding the date of May 14, **2027** or immediately preceding the anniversary date in any year thereafter, by written notice to the other Party, require the other Party to commence collective bargaining with a view to the conclusion of a renewal or revision of this Collective Agreement or a new Collective Agreement.
- 25.02** 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, or the Parties shall conclude a renewal or revision of the Collective Agreement or a new Collective Agreement.
- 25.03** During the life of this Agreement, or while negotiations for a further Agreement are in progress, there shall be no strikes or stoppages of work on the part of the Members of the Union, nor any lockout on the part of the Company.

Dated this _____ Day of _____, 2024.

FOR THE UNION:

FOR THE COMPANY:

For the Union

For the Company

For the Union

For the Company

Schedule A wages: All Classifications as outlined in Schedule A shall receive wage increases as shown in Schedule “A” below:

SCHEDULE A-WAGES

Wages And Classifications

	May 15/24 6%	May 15/25 3%	May 15/26 3%
<u>Mechanical Classifications:</u>			
Certified Journeyperson	\$ 50.29	\$ 51.80	\$ 53.35
Welder	\$ 50.29	\$ 51.80	\$ 53.35
Mechanic-General	\$ 43.47	\$ 44.77	\$ 46.11
Specialist	\$ 35.61	\$ 36.68	\$ 37.78
Electrical Warehousing	\$ 53.56	\$ 55.17	\$ 56.83
Systems Technicians			
Crane Technician	\$ 53.40	\$ 55.00	\$ 56.65
<u>Parts Classifications:</u>			
Certified Journeyperson	\$ 42.14	\$ 43.40	\$ 44.70
Parts Warehouse Person	\$ 31.72	\$ 32.67	\$ 33.65
<u>Other Classifications</u>			
Driver	\$ 43.13	\$ 44.42	\$ 45.75
Helper/Labour	\$ 28.83	\$ 29.69	\$ 30.58
Student	\$ 21.23	\$ 21.87	\$ 22.53

Wage Premiums

Lead Hand	+ \$ 2.00 per hour
Charge Hand	+ \$ 4.00 per hour
Double Charge Hand	+ \$ 5.00 per hour

SCHEDULE B
Kitimat, Fort St John, Sparwood

Wages and Classifications

	May 15/24 6%	May 15/25 3%	May 15/26 3%
Certified Journeyperson	\$ 52.96	\$ 54.55	\$ 56.19
Mechanic/General	\$ 47.67	\$ 49.10	\$ 50.57
Specialist	\$ 38.89	\$ 40.06	\$ 41.26
Small Tool Mechanic	\$ 40.25	\$ 41.46	\$ 42.70
Driver	\$ 45.41	\$ 46.77	\$ 48.17
Labourer	\$ 32.03	\$ 32.99	\$ 33.98

SCHEDULE C

GENERAL DESCRIPTIONS

These are general descriptions of functions within the organization. They are not intended to be restrictive or limit the scope of duties an employee can undertake. The principle of an employee being able to do a task on the basis of doing the work safely and being competent to fulfil the requirements of the job will be maintained. These categories are established to facilitate hiring and promotion of employees and are not intended as a tool for demotion.

Mechanic-Journey person:

Employee whose ability has been proven over a period of time and is able to carry out any repair in *their* trade with the aid of drawing or manuals. Repairs are conducted with the highest levels of quality (little re-do) and quantity. Will usually have an Inter-Provincial Trade Certificate.

Mechanic-General

Employee with limited or no forklift or manlift experience, possibly a non-certified tradesperson or someone from the Automotive or Agriculture sectors. Able to perform most repairs required, may need to improve quality or quantity of work. Does not have the troubleshooting or work experience of a journey person mechanic.

Specialist:

Service department employee able to perform general shop duties of the above two positions. A specialist has detailed knowledge in a specific area, for example, a painter or a hydraulic repair person. Typically a specialist does not have the broad training, experience and ability of a mechanic and is limited in the scope of work *they* can perform

Flex Service Rep:

Performs general duties in all areas of the business, usually in smaller branches. When required will answer phones, take parts and rental orders, pick parts, check and prep rental machines, minor repairs as required under the direction of a more qualified employee.

Electric Materials Handling Technician:

The Electric Materials Handling Technician will possess a Heavy duty, Forklift or Automotive Red Seal. The Technician should have extensive electrical knowledge, diagnostic ability and able to work on all electrical material handling equipment.

This will be a posted position.

Crane Technician:

A crane technician shall have a red seal Millwright, Electrician, Journey person HET ticket or equivalent. Employees within this classification will have the knowledge and understanding of repairing and erecting cranes in a safe and proficient manner. A Crane Technician is classified as one who can independently troubleshoot and repair cranes utilizing supplied manuals.

All trades employees working in this division shall be classified as Crane Technician.

Warehouse Person: A person responsible for the loading and unloading of parts and components, receiving incoming shipments, stocking parts, maintaining a parts warehouse, inventory control, inventory counts, pulling and packing customer and service department orders, remedying inventory discrepancies, preparing shipping documentation, tendering orders for shipment, filing over/short and damage claims with vendors and carriers, updating on-line inventory system regarding purchases, inventory receipts, inventory and parts shipments.

Labourer/Helper:

Performs limited skills work, normally under the direction of a more skilled employee. Typical work would include clean up, steam cleaning, basic building maintenance, basic check in of rental equipment including fuelling, topping up levels, greasing, and operational check.

Student: A person who attends full time a recognized school who is hired to work part time after school or during holidays. A student has no entitlement to any benefits.

Leadhand: A person who is able and willing to instruct others in the performance and co-ordination of their work, or who because of exceptional skills and ability or the nature of *their* work is so recognized by the Company.

Chargehand: A person who is assigned to instruct others in the performance of their work, is responsible for the quality and quantity of the work, is involved in the schedule of work and some administrative functions.

Double Chargehand:

Double Chargehands are employees in the Bargaining Unit so designated by the Company whose job it is to assist the Management in:

- Training employees.
- Providing motivation to employees in the work group in attaining the Company's objectives of safety, quality and quantity of output.
- Transmitting work instructions and specifications to employees in the work group.
- Solving work problems in the group.
- Perform administrative tasks when required to do so.
- Double Chargehands must in addition be prepared to perform related or similar duties as the employees in the work group.

Chargehands and Double Chargehands shall have no vested authority to reprimand or effectively recommend promotions, demotions, layoffs, discharges or reprimands or to take any other disciplinary action against any other employee in the Bargaining Unit.

Partsperson: An employee who orders, receives, inventories, sells and ships parts, and maintains computer records of inventory. *They* shall also be in charge of maintaining the parts room and assembles hoses and parts kits for sale.

Reviews: Two times a year, from the start date of employment, employees may request a job performance interview to determine if their performance warrants a promotion to the next level.

SCHEDULE D

APPRENTICES

The Company will apply a ratio of apprentice to journeyperson that will facilitate the proper training of the apprentice. The ratio will be determined at the Branch based on the number of journeypersons employed, business conditions and future manpower requirements. Branch Management and the Branch Shop Steward will review the status of apprenticeship program prior to hiring a new apprentice.

An apprentice hired as a new Leavitt Machinery employee will be paid in accordance with the BC Industry Training and Apprenticeship Branch wage scale.

The Company will maintain an apprentice's straight time hourly wage while *they* attend authorized training classes at a vocational school. The Apprentice will assign any Government subsidies to the Company.

The Company will grant a mileage allowance of \$.35/km for travel to and from the vocational school when an Apprentice attends school outside of *their* Branch location. This allowance is paid for the 1st trip at the beginning each session and the last trip at the end of the session.

During periods when Apprentices are attending authorized training classes at vocational school annually, the Company will pay for all tuition fees, books and mandatory supplies.

An Apprentice who fails a course and is permitted to rewrite, will not be entitled to wages or other subsidies for the rewrite. *They* will be granted a leave of absence without pay for the rewrite.

APPRENTICES

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.

For any Trades not specifically outlined below, the number of hours shall be those established by the BC Industry Training Authority (ITA).

An Apprentice will still be required to meet the on floor standards of the company in accordance with Article 31 prior to being classified as a Journeyperson.

The Company agrees to credit an internal Apprentice at the beginning of his/her term, any previous relevant schooling and/or work experience as recognized and approved by the B.C. Industry Training Authority.

Program	Total Hours	Progression Hours
Heavy Equipment Technician	6000	750
Parts Technician	5040	840

Program	Work Experience Hours	Eligible Position Apprentice
Heavy Equipment Technician	0 - 795	0 – 6
	796 - 1590	7 - 12
	1591 - 2385	13 - 18
	2386 - 3180	19- 24
	3181 – 3975	25 - 30
	3976 - 4770	31 - 36
	4771 - 5565	37 - 42
	5566 - 6360	43 - 48

Mechanical Apprentices		Based on Journeyman Rate
1 st Year	Period 1	60%
	Period 2	65%
2 nd Year	Period 3	70%
	Period 4	75%
3 rd Year	Period 5	80%
	Period 6	85%
4 th Year	Period 7	90%
	Period 8	95%

Wages - Parts Department

Parts Apprentices		Based on Journeyman Rate
1 st Year	Period 1	60%
	Period 2	70%
2 nd Year	Period 3	75%
	Period 4	80%
3 rd Year	Period 5	90%
	Period 6	95%

If an apprentice has exceeded the threshold and CRA requests a repayment of the EI benefit, the Company shall reimburse the cost of the repayment.

Apprentice Commitment

Effective on ratification date for all new and existing apprentices (See Note Below).

Subject to the lay-off and recall provisions of the Collective Agreement, Apprentices commit to continuing their employment with the Company for an additional two (2) years commencing from the date the Apprentice achieves Journeyman certification.

If the Apprentice terminates on ***their*** own accord the Apprentice shall repay to the employer a pro-rate amount of the cost incurred during the last two years of ***their*** apprenticeship for tuition, books and the pay for the difference between the government subsidies and their regular wages.

- Within the twelve (12) months of achieving Journeyman certification	100%
- twelve (12) months but less than eighteen (18) months	75%
- eighteen (18) months but less than twenty four (24) months	50%
- after twenty (24) months	0%

In the event the employee is laid-off during the two (2) years of the above schedule, and is not recalled, the employee shall be exempt from repaying all the costs of the apprenticeship program. If the employee returns within ***their*** recall period, ***they*** shall continue the schedule above with the time on lay-off counting toward completion of the two year period.

*Note: Exception for those apprentices in their fourth year the commitment shall be only one (***I***) year including one year claw back

SCHEDULE E

TEMPORARY TRANSFER

The Company may require to temporarily transfer an employee to another Branch for vacation relief, special projects or short term increase in work.

When assigning a person to a temporary transfer the Company will consider the needs of the Branch, customer services, and the employee's personal circumstances including proximity of *their* residence to the temporary assignment.

An employee who is temporarily assigned to another Branch will be paid straight time rate for the hours travelled to the assigned Branch in excess of the time normally required to drive from *their* home to *their* regular place of work. The travel time is not included in the regular work schedule and will not result in overtime.

The Company agrees to pay for suitable accommodation and seventy-five (\$75.00) per day per diem for employees that the Company has temporarily transferred to another branch, where the round trip travel time exceeds *three* (3) hours.

An employee may request a temporary transfer if *they are* laid off provided there is a need at another branch. A laid off employee will not be entitled to travel time when reporting to another branch.

LETTER OF UNDERSTANDING #1

Between

LEAVITT MACHINERY CANADA INC.

And

**INTERNATIONAL ASSOCIATION OF MACHISTS AND AEROSPACE
WORKER, VANCOUVER LODGE 692**

Re: Finning (Canada) BC Materials Handling Division and Interior Lift Truck Service Inc.

The Company confirms that the Letter of Understanding of November 30, 2000 will remain in effect in accordance with terms and conditions stated in the letter.

Dated this _____ Day of _____, 2024.

FOR THE UNION:

FOR THE COMPANY:

For the Union

For the Company

For the Union

For the Company

**LETTER OF UNDERSTANDING #2
(OF NOVEMBER 20, 2002)**

Between:

LEAVITT MACHINERY CANADA INC.

And:

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

Re: Parts Support Center, Coquitlam

The Company confirms that the Letter of Understanding of December 5, 2002 will remain in effect in accordance with the terms and conditions stated in the letter.

Dated this _____ Day of _____, 2024.

FOR THE UNION:

FOR THE COMPANY:

For the Union

For the Company

For the Union

For the Company

LETTER OF UNDERSTANDING #3

Between:

LEAVITT MACHINERY CANADA INC.

And:

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

RE : TRAINING

Any time spent travelling & attending Factory Training Courses that are requested by the Company, will be paid at straight time, to a maximum of 40 hours per week.

Company requested training after normal work day will be paid at straight time.

Any appropriate expenses incurred for travel, and attending Company requested courses will be reimbursed by the Company.

Travel time to attend Company requested training will be paid for at straight time with prior Management approval.

Any Employee taking part in voluntary after hours training will not be paid travel, training time, or accommodation unless previously agreed by Management.

Dated this _____ Day of _____, 2024.

FOR THE UNION:

FOR THE COMPANY:

For the Union

For the Company

For the Union

For the Company

LETTER OF UNDERSTANDING #4

Between:

LEAVITT MACHINERY CANADA INC.

And:

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

RE: SUPERVISORS WORKING

The Company acknowledges that “shop work” will normally be done by Union Members.

However, the parties recognize that exceptional circumstances or customer demands may require salaried staff to do some limited work normally done by Unionized Employees. Such work will not result in layoff of Unionized Employees.

Dated this _____ Day of _____, 2024.

FOR THE UNION:

FOR THE COMPANY:

For the Union

For the Company

For the Union

For the Company

LETTER OF UNDERSTANDING #5

between

LEAVITT MACHINERY CANADA INC.

and

International Association of Machinists
and Aerospace Workers, Lodge 692

Re: Twelve Hour Shifts

As the customer in the Kitimat Fort St John Region has demanded greater coverage throughout the year with full uninterrupted availability during the months of November to February, therefore the parties have agreed to the following modified shift to meet the customer's needs.

- 1) The normal shift schedule will be two (2) weeks in / two (2) weeks out or other modified shift as required, based upon working twelve (12) hours per day on each shift.
- 2) All work on Sundays will be at overtime rates but the Sunday hours are included as part of the normal shift schedule. This is in lieu of a wage or shift premium.
- 3) Overtime rates will apply to all hours worked outside the normal shift schedules.
- 4) Vacations will be converted to hour entitlement and will be taken in blocks of hours. Employees will be entitled to the number of weeks of vacation as outlined in the Collective Agreement, at the appropriate percentage of gross earnings with the understanding that under this shift schedule one (1) week off (84 hours) is equal to two (2) weeks off (80 hours) under the Collective Agreement. Therefore, an employee with two (2) weeks' vacation would take off one (1) week (84 hours) under the above schedule and would be paid eighty (80) hours or four (4%) percent of gross earnings, whichever is greater. Employees may take off blocks of time less than a full week as agreed between the Company and the employee and will be paid for all hours taken provided there is money in the employee's vacation pay bank to cover the time off.

***NOTE:** Due to the demands of the customers there will a blackout period where no vacation may be taken from 1st of November to the 1st of February.

- 5) When a Statutory Holiday falls on an employees scheduled day off, the employee shall be paid twelve (12) hours at **their** hourly base rate for the holiday. When a Statutory Holiday falls on an employees scheduled work day and **they do** not work, the employee shall be paid twelve (12) hours at **their** hourly base rate for the holiday. When a Statutory Holiday falls on a regular work day and the employees works that day, the employees shall receive twelve (12) hours at **their** regular base rate for the holiday, and shall be paid at the overtime rate for all hours worked that day as per Article 6.01 of the Collective Agreement
- 6) Employees shall be entitled to three (3) paid lunch/rest breaks during each shift. The total lunch/rest period shall not exceed sixty (60) minutes.

- 7) (a) The employer agrees to assist those employees by way of a travel allowance up to a maximum of One Thousand (\$1,000.00) dollars for the two (2) week cycle upon submission of receipts. The parties understand and agree that this payment is a taxable benefit and therefore subject to required statutory deductions. Travel bookings are required to be formalized prior to the start of the next shift cycle.
- (b) A per diem of seventy-five (\$75.00) dollars per day (as per Company Policy) to cover the cost of meals for non-residents.
- (c) Accommodations will be provided by the employer including internet and housekeeping.
- (d) Transportation to and from Terrace airport will be provided.
- 8) Bereavement Leave will be calculated on a twelve (12) hour basis to a maximum of thirty six (36) hours. Qualification remains as per the Collective Agreement.
- 9) Training: On a scheduled day off will be paid as per the Collective Agreement and only paid for the actual hours in training. Training outside the twelve (12) hour shift will be paid as per the Collective Agreement.
- 10) Subject to exceptions set forth in this Agreement, any employee reporting to work on *their* regular shift shall receive a minimum of six (6) hours pay at *their* regular rate, provided that if six (6) hours work is not available at *their* regular job, *they* shall perform such temporary work as may be assigned to *them* to qualify for such pay. Any employee completing the first half of *their* regular shift who commences work on the second half of *their* regular shift shall receive *their* full pay for that shift.
- 11) Change of schedule: When a change to an employees work schedule takes place the effective date of the new schedule will commence after the employees previously scheduled day of rest. When the employee works *their* scheduled day of rest, the applicable overtime rate will apply. Employees will not be permitted to trade shifts without Management approval.
- 12) Start of a regular scheduled twelve (12) hour work shift will commence at the Kitimat Branch.
- 13) This Letter of Understanding is made on a “Without Prejudice” basis and will not remove or diminish any terms or conditions currently worked by the Bargaining Unit outside this LOU.
- 14) This Letter of Understanding may be withdrawn upon thirty (30) days’ notice by either Party.

Dated this _____ Day of _____, 2024.

FOR THE UNION:

FOR THE COMPANY:

For the Union

For the Company

For the Union

For the Company

LETTER OF UNDERSTANDING #6

Between:

LEAVITT MACHINERY CANADA INC.

And:

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

RE : COLD WEATHER ATTIRE

This Letter of Understanding is to address situations where employees must work outside in the weather. For employees who are assigned to work outside where temperatures may reach below negative *fifteen* (15) degrees Celsius, a job hazard analysis shall be conducted to determine if the employee may be eligible for an allowance to purchase proper outerwear. The allowance shall be two hundred and fifty (\$250.00) dollars every twenty-four (24) months.

Dated this _____ Day of _____, 2024.

FOR THE UNION:

FOR THE COMPANY:

For the Union

For the Company

For the Union

For the Company