

AGREEMENT

BETWEEN

**JONES MARINE SERVICES LTD.**

(Hereinafter called "the Company")

- AND -

**LODGE 456  
INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE WORKERS**

(Hereinafter called "the Union")

**EFFECTIVE FROM:  
JUNE 1, 2004 TO AND INCLUDING MAY 31, 2006**

13572(01)

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(\* Denotes change from previous Master)

COLLECTIVE AGREEMENT

BY AND BETWEEN

**JONES MARINE SERVICES LTD.**

(Hereinafter called "the Company")

AND

**LODGE 456  
INTERNATIONAL ASSOCIATION OF  
MACHINISTS AND AEROSPACE WORKERS**

(Hereinafter called "the Union")

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

**ARTICLE 1            GENERAL PURPOSE**

The purpose of this Agreement is to promote the mutual interests of the Company and its employees.

**ARTICLE 2            UNION RECOGNITION AND RIGHTS**

**2.01 Recognition**

The Company recognizes the Union as the sole bargaining agency for its employees, as duly certified by the Labour Relations Board for the purpose of collective bargaining with respect to rates of pay, hours of employment and all other working conditions.

**2.02 No Other Agreement**

No employee covered by **this** Agreement shall be required or permitted to make a written or oral agreement with the Company or its representatives which may conflict with the terms of this Agreement.

**2.03 Correspondence**

- (a) The Company agrees that all correspondence to the Union shall be sent to an address to be provided by the Union.
- (b) The Company agrees that a copy of any disciplinary correspondence between the Company and any employee in the bargaining unit covered by this Agreement shall be forwarded to the Business Representative of the Union or his/her designate.
- (c) The Union agrees that all correspondence to the Company will be sent to an address to be provided by the Company.
- (d) It shall be the responsibility of all employees to provide and maintain a current address and telephone number with the Company.

**2.04 Business Agents Access**

The Company agrees that access to its operation will be granted to the representative of the Union. The representative shall notify the Company in advance and shall not interfere with the operation of the Company.

**2.05 Seniority List**

Upon request of the Business Representative but not more than once in any three (3) month period the Company shall furnish a list of all employees in the bargaining unit, with their date of commencement of employment, classification, and home address.

**2.06 Job Posting**

Where the Company creates a new job or where it decides to fill a vacancy within the Union's jurisdiction it shall promptly post **the** position on the bulletin board for five (5) working days. **This**

section shall not apply to temporary replacements not exceeding two (2) weeks.

**2.07 Shop Stewards**

- (a) The Union shall select one shop steward plus an alternate in his/her absence for the shop who will be known as shop stewards; and same shall be recognized by the Company.
- (b) No shop steward, committee members or employee shall be discriminated against or suffer loss of employment on account of membership or legal activity in the Union.
- (c) When the Company finds it necessary to lay off or discharge a shop steward, the Union shall be notified prior to layoff or discharge.

**2.08 Notice Board**

A notice board will be provided by the Company for the **posting** of all official Union notices.

**ARTICLE 3                      ] SECURITY AND DUES                      F**

**3.01 Union Membership**

All present employees, **as** a condition of employment, shall remain Union members in good standing, if they are already Union members and, if they are not, shall become Union members **within thirty (30) days** after the **signing** of this Agreement and shall **remain** members in good standing, and all new employees shall, **as** a condition of employment, become and **remain** members in good standing of the Union within **thirty (30) days** of employment. New employees shall be required to sign an application for membership and checkoff authorization before commencing work and when signed, the application for membership shall be forwarded to the Union office.

**3.02 Dues Remittance**

Upon receipt of a signed authorization from the employee, the Company agrees to deduct and pay over to the Secretary/Treasurer of the Union any initiation, assessment or reinstatement fee and the monthly dues of the Union. The Company agrees to forward such deductions to the Union office no later than the **fifteenth (15th)** day of the month following that for which the deductions were made.

**3.03 Discharge of Non-Members**

Any employee who fails to maintain his/her membership in the Union as prescribed herein by reason of refusal to pay dues and assessments shall be subject to discharge after seven (7) days written notice to the Company of the said employee's refusal to maintain his/her membership.

**ARTICLE 4**                    **COMPANY AND UNION TO ACQUAINT NEW EMPLOYEES**

**4.01** The Company agrees to acquaint new employees with the fact that a Collective Agreement is in effect, and with the conditions of employment set out in articles dealing with membership application and dues checkoff. A new employee shall be advised of the name and location of his/her steward. The employee's immediate supervisor will introduce him/her to his/her steward, who will provide the employee with a copy of the Collective Agreement.

**ARTICLE 5**                    **MANAGEMENT**

**5.01 Management Rights**

The Union recognizes and agrees that:

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

**5.02 Management Orders**

Employees shall recognize and carry out all orders of management delivered to them through their shop superintendent or foreman, as the case may be, or of any person delegated by management to be in specific charge.

**5.03 Company Rules**

Any employee being discharged for disobeying the rules of the Company will be paid only up to the time of discharge or suspension pending investigation. Company rules shall be placed in a conspicuous place within the plant, and it shall be the responsibility of the employees to familiarize themselves with these rules.

**ARTICLE 6**                    **GRIEVANCES AND COMPLAINTS**

**6.01** In this Agreement, unless the context otherwise requires, "grievance" means:



- (a) any difference or dispute between the Company and the Union concerning the dismissal or suspension of an employee bound by this Agreement; and
- (b) any difference between the Company and/or the persons bound by this Agreement, concerning its interpretation, application, operation or any alleged violation thereof, including any question as to whether any matter is arbitral.

**6.02** It is agreed that grievances which may arise during the life of this Agreement will be promptly discussed, and the parties hereto will diligently co-operate in an effort to adjust such grievances at the earliest possible time.

### **6.03 Grievances**

If any grievance arises, affecting any employee bound by **this** Agreement, it shall be finally and conclusively settled without stoppage of work in the following manner:

#### Step One

The individual employee involved shall first take up the matter with the supervisor directly in charge within **thirty (30)** working days of the date of the event or knowledge of the event giving rise to the grievance.

#### Step Two

If the question is not satisfactorily settled within five **(5)** working days, the same individual, with the Shop Steward or representative of the Union shall attempt to settle the problem with management of the Company within fourteen (14) working days.

#### Step Three

If a satisfactory settlement is not reached, it may be referred to arbitration within **thirty (30)** working days as set forth in Article 7.

## **ARTICLE 7**

## **ARBITRATION**

**7.01** In case of a dispute arising under this Agreement, which the parties are unable to settle between themselves as set out in Article 6, the matter shall be determined by arbitration as set out in the following sub-sections.

- 7.02**
- (a) Either party may notify the other party **in** writing that it wishes to proceed to arbitration.
  - (b) After receiving such written notice, the other party shall, within five (5) working days,

acknowledge receipt.

- (c) The parties agree to jointly seek a single arbitrator, to be agreed on mutually. If the parties fail to agree on the selection of a single arbitrator from amongst the panel, they shall request the Minister of Labour of Canada to make the appointment from amongst the panel.
- (d) Notwithstanding Section 7.02 "c" above, when a single arbitrator has been appointed, either party may notify the other party within seven (7) working days of receipt of written notice if it chooses to have the matter heard by a three person arbitration board. The parties shall then have seven (7) working days to name their appointees to the three person board.

It is intended that this board would generally be used in disputes regarding interpretation of this Agreement.

- 7.03** All decisions will be **final** and binding upon the Union and the Company.
- 7.04** The Union and the Company shall bear in equal proportions the expenses and allowances of the arbitrator or chairman as the case may be, stenographic, secretarial expenses, and rent connected with his/her duties as arbitrator or chairman.
- 7.05** The arbitrator shall be required to hand down his/her decision within ten (10) days following the completion of the hearing.
- 7.06** The arbitrator shall not have the authority to alter or change any of the provisions of **this** Agreement **or** to substitute new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Agreement or to deal with any matter not covered by this Agreement.
- 7.07** The parties agree that Don **Monroe**, Stephen Kelleher and Vince Ready will constitute a panel of arbitrators. The single arbitrator shall be selected from this panel. These arbitrators will be utilized in order of rotation **as** set out herein commencing with Don Monroe unless mutually agreed otherwise.

**ARTICLE 8**                    **DISMISSAL,                    DISMISSION AND DISCIPLINE**

**8.01 Dismissal and Burden of Proof**

The Company shall not dismiss or discipline **an** employee bound by this Agreement except for just and reasonable cause.

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## 8.02 Probation Period

When a new employee is hired, it is agreed that he/she shall be on probation for the first two hundred and forty (240) regular hours, accumulated over any four (4) consecutive month period; during this period, seniority will not be applicable. When the probationary period is completed, seniority will commence from the date of hiring. It is understood that probationary employees will not be laid off to extend the probationary period.

## 8.03 Layoffs

When a layoff becomes necessary, probationary employees shall be laid off first.

# ARTICLE 9            SENIORITY

## 9.01 Seniority

Seniority is defined as length of service in the bargaining unit. In all promotions, transfers, overtime, shift work, filling of vacancies, lay offs and recall within the bargaining unit the rule of seniority shall prevail, provided employees have the skill, ability, and competency.

## 9.02 Promotion

- (a) When new jobs or an apprenticeship is available in the bargaining unit, whenever possible, the Company will promote or transfer employees in order of seniority to a better paying job, provided they meet the qualifications required by the new job.
- (b) Employees who are promoted may during the first three (3) months request and shall be permitted to return to their former position with accumulated seniority.
- (c) If in the judgment of the superintendent or foreman, the employee proves unable to meet the requirements of the new job, he/she will be returned to his/her former job, within three (3) months with accumulated seniority. This will not preclude the employee's right to grieve.

## 9.03 Recall

New employees will not be hired in a classification while employees in the same classification are on layoff and retain seniority.

## 9.04 Seniority Cancelled

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Seniority of an employee will be cancelled if he/she

- (a) voluntarily leaves the employ of the Company except where written leave-of absence is granted by the Company, and a copy sent to the Union;
- (b) is discharged for cause and is not reinstated as a result of the grievance procedure;
- (c) in the case of absence due to a sickness or accident, fails to report for work immediately he/she is declared fit for work, which must be within twelve (12) months (or such longer time as may be arrived at by mutual agreement) of the initial date of such absence. It is understood that the twelve (12) month time limit does not apply to employees on Workers' Compensation;
- (d) when promoted out of the bargaining unit for a period exceeding six (6) months. It is understood that should any special circumstances arise which will require an extension of this provision, the same shall be discussed between the Local Union and Management, and if agreement is reached, the period may be extended.

**9.05 Seniority Retention During Layoff**

- (a) Employees with less than one (1) year service shall retain their seniority for a period of six (6) months after layoff.
- (b) Employees with one (1) to five (5) years service shall retain their seniority for a period of twelve (12) months after layoff.
- (c) Employees with five (5) or more years service shall retain their seniority for a period of eighteen (18) months after layoff.
- (d) **When** vacancies occur the Company shall recall laid-off employees in accordance with Section 9.01. The Company shall contact the laid-off employees. Employees shall return to work as soon as reasonably possible. Employees failing to report back to work within three (3) days after notification will forfeit this claim to that call. However, this shall not result in loss of seniority unless the work is of two (2) weeks or more in duration. It shall be the responsibility of all employees to provide and maintain a current address and telephone number with the Company. It is understood that in situations involving an immediate requirement for employees for temporary recall the Company will contact employees in order of seniority until an available employee is obtained.

**ARTICLE 10            HOURS OF WORK****10.01 Starting, Stopping Time and Meal Period**

The normal work week will be Monday to Friday.

The starting and stopping time shall be posted. It is understood that the unpaid meal period shall not be less ~~than~~ thirty (30) minutes.

The lunch period will be taken during the regular shift so that no employee works longer than five (5) consecutive hours without a meal period.

Dayshift will be worked between the hours of 6:00 a.m. and 6:00 p.m. Afternoon shift will be worked between the hours of 3:00 p.m. and 1:00 a.m. A premium of forty-five cents (\$.45 )/hour shall be paid for all hours scheduled on aiternoon shift. A dayshift employee working in excess of eight (8) hours will be paid an appropriate overtime rate without shift differential.

The Company agrees that with the exception of emergency work, two (2) weeks notice will be given in advance of shift change. In the event of a shift change the employee will be given a minimum of eight (8) hours rest between the shifts.

Employees will be given a choice of shift in order of seniority in accordance with Article 9.

**10.02 Hours of Work**

Regular hours of work shall consist of eight (8) hours per day exclusive of meals and the regular work week shall consist of forty (40) hours. It is understood that this does not constitute a minimum guarantee of work.

**10.03 Rest Periods**

Employees shall be entitled to two (2) ten-minute rest periods during each regular ~~shift~~.

**ARTICLE 11            OVERTIME****11.01 Overtime Voluntary**

Employees shall be canvassed, in order of highest seniority first, as to their willingness to do

overtime work and shall have the option of refusing such work. In the event that overtime commitments cannot be met on this basis, the qualified employee with the least seniority shall be selected. It is understood that employees who have started a specific job will be given first opportunity to complete the job.

### **11.02 Overtime Entitlement**

Time worked in excess of regular hours of work shall be considered as overtime; and overtime rates of pay shall be paid, as follows:

- (a) Time and one-half (1 1/2X) for the first three (3) hours after a regular shift, and double time (2X) thereafter; and double time (2X) for all time worked on Sunday.
- (b) Time and one-half (1 1/2X) for all hours worked on Saturday provided the employee worked five (5) regular shifts the preceding week.

For the purposes of this Section, Statutory Holidays will be considered days worked.

### **11.03 Work Performed on Statutory Holidays**

Time and one half (1 1/2X) will be paid for all work performed on the following Statutory Holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
B.C. Day	Boxing Day

### **11.04 Overtime for Call-in**

Employees called in before their regular starting time shall be paid one and one-half (1 1/2X) rates for the time worked prior to their regular starting time.

### **11.05 Call-out Provision**

No employee shall be required to report back for overtime work following the regular hours of work on Monday to Saturday, inclusive, for less than three (3) hours work at the prevailing overtime rates of pay.

### **11.06 Overtime Kept to a Minimum**

In order to bring about a stabilization of employment and to provide employees with a greater

degree of job security the Company agrees to keep overtime to a minimum.

**ARTICLE 12      HOLIDAYS**

**12.01 Holidays**

Each employee shall receive eight (8) hours pay in accordance with his/her classification rate for each of the following holidays; namely,

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
B.C. Day	Boxing Day

provided:

- (a) the employee has been in the employ of the Company for **thirty** (30) working days;
- (b) the employee **has** worked the regularly-scheduled work-day prior to and the first regularly-scheduled work-day following the holiday. Exceptions to the foregoing *shall* be made in cases where the following conditions prevail:
  - (i) The employee is off work due to industrial accident **or** disease for a period not in excess of two (2) calendar months.
  - (ii) The employee is prevented from working due 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 if required.
  - (iii) Temporary layoff not exceeding two (2) weeks.
  - (v) Where leave-of-absence has been approved and the Company has agreed to pay prior to the leave being taken.

**12.02 Personal Floating Holiday**

- (a) All employees will be granted one (1) Personal Floating Holiday during each contract year. This holiday so far **as** is practicable, will be granted to conform with the wishes of the employee, having regard to the necessity of maintaining production.

(b) **Qualifying Conditions**

When the Personal Floating Holiday is taken, **an** employee shall be paid for the said holiday at his/her regular job rate of pay for his/her regular work schedule, subject to the following conditions:

- (i) A new employee must have been on the payroll for not less than thirty (30) working days to qualify for the Personal Floating Holiday.
- (ii) **An** employee will not qualify for the Personal Floating Holiday if on leave-of-absence for more than nine (9) months in the contract year, except in the case of sickness or injury.
- (iii) **An** employee shall apply on an approved form, at least seven (7) days in advance, for his/her Personal Floating Holiday. The employee shall receive notice of the disposition of his/her request a minimum of seventy-two (72) hours prior to the requested Personal Floating Holiday.
- (iv) If **an** employee is required to work on his/her Personal Floating Holiday after a definite date has been designated for such holiday, the employee shall be paid overtime for such work at the rate of time and one-half (1 1/2X). The employee will then be entitled to take the holiday with pay at a later date to be mutually agreed upon.
- (v) Personal Floating Holiday not taken or scheduled by April 15 of each contract year will be scheduled by management.
- (vi) A Personal Floating Holiday shall not be scheduled on **an** employee's regular rest day.
- (vii) Where an employee chooses Saturday or Sunday as a Personal Floating Holiday straight time rates will apply.

**ARTICLE 13****VACATIONS****13.01 Vacation Entitlement**

- (a) Employees with one (1) years service or more will receive two (2) weeks vacation with pay equal to five per cent (5%) of their gross earnings.



- (b) Employees with two (2) years service or more will receive three (3) weeks vacation with pay equal to seven per cent (7%) of their gross earnings.
- (c) Employees with seven (7) years service or more will receive four (4) weeks vacation with pay equal to nine per cent (9%) of their gross earnings.

**13.02 Vacation Scheduling**

- (a) Vacations will, so far as is practicable, be granted to conform with the wishes of the employees concerned, having regard to the necessity of maintaining production.
- (b) Unless otherwise agreed, the Company will post not later than February 1st, a vacation calendar on which employees will set out their preferences.
- (c) On April 1, the vacation schedule will be considered by the Company. In instances of conflict employees' seniority will govern. Within five (5) working days, the Company will notify employees of any changes necessitated.

**13.03 Consecutive Weeks Entitlement**

- (a) Vacation of up to three (3) weeks may be taken in one continuous period.
- (b) Employees entitled to four (4) weeks or more vacation will be entitled to take at least four (4) continuous weeks every second (2nd) year.

**13.04 Accumulated Vacation and Vacation Pay**

Employees may accumulate up to two (2) weeks vacation credit, so that an extended vacation may be taken, provided that not more than one (1) employee is on extended vacation at one time. All vacation pay shall be paid in the calendar year in which it is earned, and cannot be accumulated. It is intended that the extended portion of an employee's extended vacation will be taken at a period which will not prevent other employees from taking their regular vacations. Extended vacations will be scheduled in accordance to 13.02.

**ARTICLE 14      SPECIAL AND OTHER LEAVE**

**14.01 Jury Duty**

If an employee is called or selected for jury duty including Coroners jury duty and/or called as a subpoenaed witness for the Company, the Company shall make up the difference of the employee's regular pay and the amount received for such jury duty **and**, if called as a witness, as described above, the employee shall receive his/her regular pay for each day he/she is absent from work. If an employee is called for jury duty but not selected he/she will return to work as soon as reasonably possible.

#### **14.02 Bereavement Leave**

In the event of a death in the immediate family of an employee, the Company shall grant three (3) days leave-of-absence with pay for the employee to arrange for and/or attend the funeral. Immediate family is to include spouse, parents, children, brother, sister, mother-in-law, father-in-law, grandparents and grandchildren.

#### **14.03 Leave Without Pay**

- (a) Any employee, upon application in writing, ~~with~~ not less than four (4) weeks notice, shall be granted leave of absence, without pay or benefits, not to exceed one (1) year for the reasons of Maternity Leave, or serving in an elected or appointed public office.
- (b) The Company will also consider leave-of-absence for not more than one (1) year for the **purposes** of illness in his/her immediate family or attendance in school without pay or benefits providing the effectiveness of the operation will not be impaired.
- (c) The Company shall grant a leave-of-absence, to attend Union business, without pay or benefits, but with no loss of seniority, to employees elected or appointed representatives of the Union.

#### **14.04 Leave for Union Representative**

Employees accepting full-time positions as Union Representatives shall be given an automatic leave-of-absence without pay or benefits for the term of their office, or any renewal thereof, without loss of seniority **rights** and with the privilege of returning to their former positions. In the event a second employee wishes leave pursuant to this section, at the same time as another, he/she shall only be entitled with the consent of the Company.

#### **14.05 Seniority to Accumulate on Leave**

Seniority shall accumulate during all leave-of-absence defined above with the exception of Section 14.03(a) and (b) in which case seniority will be retained but not accumulated.

**ARTICLE 15**            **OCCUPATIONAL HEALTH AND SAFETY**

**15.01 Safety Committee**

It is mutually agreed that the Union will designate one employee and one alternate to serve on a safety committee which will meet with a management representative or representatives not less frequently than once a month. The minutes of such meetings will be posted on the notice board, and a copy sent to the Union and to the Workers' Compensation Board. When a plant inspection is made by the WCB, the Union Representative on the safety committee shall be included in the tour, and a copy of the inspector's report shall be made available to the safety committee, and a copy shall be forwarded to the Union office. **An** adequate allowance of time during working hours with full pay will be provided, but straight time rates will continue to apply if a meeting continues beyond regular working hours.

**15.02 Safety on the Job**

It is understood and agreed that all parties to this Agreement shall at all times comply with the Accident Prevention Regulation of the Workers' Compensation Act.

**15.03 Safety Equipment Supplied**

Where the following articles of equipment are required to be used by the Company or by the Workers' Compensation Board, the Company shall, at no cost to the employee:

- (a) supply new or present employees with the articles of equipment as required; thereafter
- (b) replace articles of equipment as required when they are presented worn, or damaged beyond repair, by an employee.
  - 1. Hard hats
  - 2. Burning goggles, etc.
  - 3. Eye protection
  - 4. Ear protection
  - 5. Respirator for painting
  - 6. Gloves
  - 7. Lens for helmets
  - 8. Buoyancy equipment

**ARTICLE 16**            **HEALTH AND WELFARE**

**16.01 Contributions to Health and Welfare Plan**

The Company agrees to pay the monthly premium cost to maintain the Machinists' Health and Welfare Plan as outlined in Appendix B to **this** Agreement. The payment for the Plan, shall be **made** directly to the Plan trustee in advance of the first working day of each month. This covers all items in Appendix B.

It is understood that in the event of lay-off or unpaid leave, coverage may be maintained during these periods by employees making full payment.

### **16.02 Participation in the Plan**

All employees **shall** participate in the above Plan as a condition of employment. New employees **shall** be eligible to participate in the Medical Care Plan on the date of hire, and are required to subscribe to:

- Life Insurance
- Wage Loss Insurance
- Extended Medical
- Long Term Disability

on the first (1st) month after the probationary period has expired. New employees will be eligible and shall participate in the Dental Plan on the seventh (7th) month of employment. The Company contributions to be reduced on a prorated basis.

### **16.03 Layoff**

In the event of layoff, employee **is** covered until the end of that month except for wage **loss** and long ~~term~~ disability which **stop** immediately.

## **ARTICLE 17            PAYMENT OF WAGES AND BENEFITS**

### **17.01 Wages Covered in Appendix A**

Wages and classifications shall be those agreed upon and set out in the Appendix attached hereto and forming part of **this** Agreement.

### **17.02 Pay Days and Pay Cheques**

All employees covered by this Agreement shall be paid every other Friday before twelve (12) o'clock noon or Thursday where the Friday is a holiday. (Pay cheques will be distributed in a sealed envelope.) The Company shall also enclose a **separate** written statement of wages stating:

- (a) the hours worked,
- (b) the employee's wage rate,
- (c) the hours worked by the employee for which payment of wages is made at the overtime wage rate,
- (d) the amount of each deduction from the earnings of the employee and the purpose of each deduction,
- (e) the amount being received by the employee.

### 17.03 Creating New Classifications

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

### 17.04 Pension Plan

\*

- (a) Effective June 1, 2004 the Company agrees to contribute monthly for each employee one dollar and seventy-five cents (\$1.75) per hour worked, with the said employee contributing thirty-eight cents (\$0.38) per hour worked to the Machinists' Pension Plan Trustee.

Effective June 1, 2005, the Company agrees to contribute monthly for each employee two dollars (\$2.00) per hour worked, with the same employee contributing thirty-eight cents (\$0.38) per hour worked to the Machinists' Pension Plan Trustee. The Company shall forward both contributions directly to the Plan Trustee not later than the fifteenth (15th) of the month following that for which the contributions ~~are~~ being ~~made~~.

- (b) All employees shall participate in the above Plan as a condition of employment. New employees shall subscribe to the Plan immediately after the probationary period ~~has~~ expired. Pension funds may **only** be withdrawn by an employee at the time he/she ceases to be an employee.

### 17.05 Payment for Reporting to Work

Subject to the exceptions set forth in this section, any employee reporting for work on his/her regular shift shall receive a minimum of two (2) hours pay at his/her regular rate if no work is available, and four (4) hours pay at his/her regular ~~rate~~ if work is available, provided that, if four (4) hours work **is** not available at his/her regular job, he/she shall perform such temporary work as may be assigned to him/her 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 he/she voluntarily quits, or is discharged for cause.

**17.06 Boot Allowance**

\* The Company will replace employees' safety boots as required up to a maximum of One Hundred and Eighty dollars (\$180.00).

**17.07 Travel Pay and Accommodation**

When an employee is required to work at points outside the City of Chemainus which requires **him/her** to be absent from his/her home, he/she shall receive straight time pay for actual hours spent travelling. Reasonable room and board and transportation shall be provided.

**17.08 Employee Vehicle Use**

Employees shall not be required to use their own vehicle for Company use. In the event an employee uses his/her vehicle for Company use he/she will receive twenty and one-half **cents** (20.5) per kilometre to cover expenses.

**17.09 Meal Allowance**

A meal allowance of eleven dollars and fifty cents (\$1 1.50) paid after any regular shift where overtime **has** arisen during **that shift** amounting to or exceeding two (2) hours continuing or immediately following the *shift*.

**17.10 First-Aid Attendants**

If an employee is designated as the first-aid attendant he/she shall receive the rates as provided hereafter, in addition to his/her regular hourly rate:

- "A" Ticket - fifty-five cents (\$.55)
- "B" Ticket - forty-five cents (\$.45)
- "C" Ticket - thirty-five cents (\$.35)

The first-aid certificate requirement of the Workers' Compensation Board for each individual Company will determine the premium that will be paid.

**17.11 Lost Time on Day of Injury**

In the event of an employee being injured on the job and requiring medical attention, straight time will be paid for time lost to visit a doctor on the day the injury occurs, and for any additional time lost on the day of injury if it is recommended by the doctor that the employee not return to work. In no circumstances will application of this clause result in any greater compensation than the employee would have earned had he/she remained and worked the regular hours of his/her shift.

**17.12 Welding Test Allowance**

Where the Company requires that welders possess a specific welding ticket, the employee shall be paid at his/her regular rate while being tested. In the event that the employee is unsuccessful at his/her first attempt he/she will not be paid for lost time while being retested.

**17.13 Travel Time**

Where working outside the city limits of Chemainus employees will arrive at and depart from the work at their regular hours of work. The first hour and one-half per day of necessary travel time will be paid for at straight-time rates, and at time and one-half thereafter.

**ARTICLE 18      GENER PROVISIONS****18.01 Tool Maintenance**

Employees hand tools will be insured for fire and theft, maintained, repaired and/or replaced where necessary by the Company at no cost to the employee. Broken tools must be presented for replacement. All special equipment shall be supplied at no cost to the employee.

**18.02 Washrooms**

Adequate washroom and lunchroom facilities will be provided by the Company, and kept in a sanitary condition. Employees will co-operate by observing the simple rules of cleanliness. It is agreed that at the signing of this Agreement facilities are adequate.

**18.03 Plant Heating**

The Company agrees that the plant(s) shall be adequately heated and ventilated.

**18.04 Uniforms**

All uniforms or coveralls necessary in the performance of the employee's work shall be furnished and maintained by the Company.

**ARTICLE 19**            **APPRENTICES**

**19.01** It is agreed that if the Company introduces apprentices to the operation the Company and Union will discuss the principles of the program.

**ARTICLE 20**            **TECHNOLOGICAL CHANGE**

**20.01 Technological Change Means**

- (a) The introduction by a Company into his/her work, undertaking or business of equipment or material of a different nature or kind than that previously used by the Company in that work, undertaking or business; or
- (b) A change in the manner, method or procedure in which the Company carries on his/her work, undertaking or business that is related to the introduction of that equipment or material.

**20.02 Advance Notification**

The Company shall notify the Union not less than four and one-half (4 1/2) months in advance of intent to institute technological change which would involve the discharge or laying off of employees.

**20.03 Retraining**

The Company shall co-operate with the Government of British Columbia, and participate in every way possible in ~~training~~ or retraining of employees affected.

**20.04 Rate Adjustments**

An employee who is set back to a lower-paid job because of technological change will receive the rate of his/her regular job at the time of the set back for a period of (4) months. At the end of this four (4) month period, the rate of his/her new regular job will apply. However, such employee will have the option of terminating his/her employment and accepting severance pay as outlined in 20.05



below, providing he/she exercises this option within the above referred to four (4) month period.

**20.05 Severance Pay and Technological Change**

Employees discharged, laid-off or displaced in accordance with Section 20.04 from their job because of technological change shall be entitled to severance pay of one (1) week pay for each year of continuous service and thereafter in increments of completed months of service with the Company.

**ARTICLE 21            SAVING CLAUSES**

**21.01 Legislative Changes**

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 any decree of a court of competent jurisdiction such invalidation of such part or portion of this Agreement shall not invalidate the remaining portion hereof; and such remaining portions shall continue in full force and effect.

**21.02 Subheadings**

The subheadings used in this Agreement are to be used for convenience only. They are not intended as a legal definition.

**ARTICLE 22            NO STRIKES OR LOCKOUTS**

**22.01** It is agreed that there shall be no strikes or walkouts during the period of this Agreement. It is agreed that there shall be no lockouts by the Company during the period of this Agreement.

**ARTICLE 23            SEVERANCE**

**23.01** Employees with the Company who are permanently laid-off or terminated (who have two (2) or more years service at that time) because of plant closure, or significant relocation of the plant which would require the employee to move, or permanent elimination of a job category, shall be entitled to severance of one week's pay for each year of continuous service, and thereafter in increments of completed months of service with the Company.

An employee who collects severance under this section is deemed permanently terminated and in

the same position as if he/she quit.

**\*ARTICLE 24**

**DURATION OF AGREEMENT**

- 24.01 (a) This Agreement shall be for the period from and including June 1, 2004 to and including May 31, 2006, and from year to year thereafter, subject to the right of either party to the Agreement, within four (4) months immediately preceding the date of the expiry of this Agreement, or immediately preceding the 14th (fourteenth) day of June in any year thereafter, by written notice to require the other party to the Agreement to commence collective bargaining.
- (b) Should either party give written notice aforesaid, this Agreement shall hereafter continue in full force and effect and neither party shall make any change in the terms of the said Agreement or increase or decrease the rates of pay of any employee for whom collective bargaining is being conducted or alter any other term of condition of employment until a strike or lockout actually commences, or the parties shall conclude a renewal or revision of the collective agreement, or a new collective agreement.

signed at Chemainus, B.C., this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

FOR THE COMPANY

FOR THE UNION

\_\_\_\_\_  
 D. R. Jones  
 General Manager

Ron Jordan  
 Business Representative

\_\_\_\_\_  
 Committee Member

**\*APPENDIX A**  
**CLASSIFICATIONS AND WAGES**

Effective

Effective

	June 1/04 (Per Hour)	June 1/05 (Per Hour)
<u>Certified Tradesman(Hourly)</u>		
Heavy Duty Mechanic	\$ 28.61	\$ 29.18
Welder	\$ 28.31	\$ 28.87
<u>Non-Certified Tradesman</u>		
Dominion Crane Operator	\$ 27.08	\$ 27.62
Welder/Utility	\$ 27.02	\$ 27.56
Utilityman (current position)	\$ 24.07	\$ 24.55
Labourer	\$ 21.51	\$ 21.94

#### Special Rates

ChargehandSupervisor	\$ 2.50	\$ 2.50
Leadhand	\$ .22	\$ .22

IT IS UNDERSTOOD THAT CHARGEHAND SUPERVISOR AND/OR LEADHAND ARE NOT AUTHORIZED TO HIRE, FIRE OR DISCIPLINE (WRITTEN WARNING/SUSPENSION).

SPECIAL RATES ONLY APPLY TO HOURS ACTUALLY WORKED IN THAT CAPACITY.

DOMINIONCRANE - EMPLOYEE WILL BE PAID A MINIMUM OF 1 (ONE) HOUR AT DOMINION CRANE RATE IF HE/SHE IS CALLED ON TO OPERATE CRANE DURING HIS/HER SHIFT. SHOULD HIS/HER JOB CATEGORY BE HIGHER HE/SHE WILL CONTINUE TO BE PAID HIS/HER CATEGORY RATE.

#### SCOPE

THE SIGNING OF THIS AGREEMENT IS NOT INTENDED TO **RESTRICT** CURRENT DUTIES OF EMPLOYEES.

IT IS ALSO UNDERSTOOD THE TRADITIONAL CUSTOMERS RIGHT TO DO WORK HE/SHE WISHES ON HIS/HER OWN VESSEL AND EQUIPMENT WILL NOT BE RESTRICTED.

### APPENDIX B MACHINISTS' HEALTH AND WELFARE PLAN

<u>Life Insurance</u>	\$ 60,000.00
<u>Accidental Death and Dismemberment Insurance</u>	\$ 60,000.00
<u>Wage Loss Insurance</u>	2/3 Weekly Rate, E.I. Maximum
- 1st day accident	Per Week.
- 4th day illness	
- maximum 26 weeks	

Medical Care Plan

Medical Services Plan of British Columbia coverage.

Extended Medical

Extended Health Benefits.

Vision Care

Prescription glasses • including frames, lenses or contact lenses, to a maximum of two hundred dollars (\$200.00) per family member, but not more than once in every twenty-four (24) months.

Dental Plan

Dental plan which provides:

Basic Dental	100%
Prosthetic Appliance, Crown, Bridges	50%

Long Term Disability

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

**LETTER OF ACKNOWLEDGEMENT**

After lengthy discussion in which the parties did not agree to contracting language.

The Company acknowledges the Union's concerns regarding contracting out and that the Union does not condone Contracting out where jobs are impacted.

As an interim basis, for the term of the I.A.M./Jones Marine Services Ltd. Agreement which expires May 31, 2006 it is understood that if any employee should be permanently laid off as a direct result of contracting out the severance clause (Article 23) will apply.

It is agreed that this letter is not prejudicial to the intent of the collective agreement. The only reason this letter will be used by either party is in the event of a grievance involving termination due to subcontracting.

It is acknowledged that the Union will place contracting out on the agenda for the 2006 negotiations.

Signed at Chemainus, B.C. this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

JONES MARINE SERVICES LTD.

THE INTERNATIONAL ASSOCIATION  
OF MACHINISTS AND AEROSPACE  
WORKERS, LODGE 456

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Committee Member

