

# Collective Agreement

between



**IMP Group Limited  
Aerospace Division, Comox**

and



**Public Service Alliance of Canada  
UNDE Local 1018**

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**July 1, 2003 – June 30, 2006**

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**ARTICLE 1**  
**PURPOSE OF AGREEMENT**

1.01 The Purpose of this Agreement is to maintain harmonious and mutually beneficial relations between the Employer, I.M.P. Group Limited Aerospace Division, at CFB Comox and the Union, the Public Service Alliance of Canada to set forth certain terms and conditions of employment relating to pay, hours of work, employee benefits, and general working conditions affecting employees covered by this Agreement; and to ensure that all reasonable measures are provided for the safety and occupational health of the employees.

**ARTICLE 2**  
**DEFINITIONS**

2.01 For the purpose of this Agreement

- (a) “*Agreement*” and “*Collective Agreement*” mean this Collective Agreement;
- (b) “*Union*” means the Public Service Alliance of Canada;
- (c) “*Allowance*” means compensation payable to an Employee in addition to his or her regular pay;
- (d) “*Bargaining Unit*” means all Employees of I.M.P. Group Limited – Aerospace Division at CFB Comox, Hangar 14, Lazo, B.C., excluding Site Manager, Deputy Site Manager, Production Supervisor, Senior Technical Instructor and Development Manager and Senior Technical Instructor and Training Manager (Training Instructors).
- (e) “*Common-lawspouse or partner*” means a person that an Employee has for a continuous period of at least one (1) year, lived with, has publicly represented to be his or her spouse, lives and intends to continue to live with, as if that person were his or her spouse;
- (f) “*Continuous Employment*” and “*Continuous Service*” mean uninterrupted employment with the Employer; and
  - (i) with reference to reemployment of an Employee after a lay off, his or her employment in the position held by him or her at the time he or she was laid off and his or her employment in the position in which he or she is re-employed, shall constitute continuous employment;
  - (ii) where an Employee ceases to be employed for a reason other than dismissal, resignation, abandonment of position or rejection on probation, and is re-employed within a period of 12 months, his or her periods of employment for the purposes of sick leave, vacation

leave, **and** vacation travel benefits shall be considered as continuous employment; and

- (g) “*Day*” means the 24 hour period commencing at 12:01 a.m.
- (h) “*Day of Rest*” in relation to an Employee means a day other than a holiday on which that Employee is not ordinarily required to perform the duties of his or her position other than by reason of his or her being on leave of absence.
- (i) “*Dependant*” means a person who is that Employee’s
  - (i) spouse or partner and resides with that Employee, or
  - (ii) child, including step-child and adopted child who is
    - (a) under nineteen (19) years of age and resides with and is dependant upon that Employee for support; or
    - (b) under twenty-one (21) years of age and dependant upon that Employee by reason of full-time attendance at an educational institution; or
    - (c) wholly dependant upon that Employee for support by reason of disability, or of mental or physical infirmity.
- (j) “*Employee*” means a member of the Bargaining Unit;
- (k) “*Employer*” means I.M.P. Group Limited, Aerospace Division;
- (l) “*Grievance*” means a complaint in writing as per Article 30;
- (m) “*Holiday*” means the 24 hour period commencing at 12:01 a.m. of a day designated in this agreement as a paid holiday;
- (n) “*Leave of Absence*” means absence from duty with the Employer’s permission;
- (o) “*CTO*” compensatory time off means the equivalent leave with pay taken in lieu of cash payment;
- (p) “*Overtime*” means work performed by an Employee in excess of or outside of his or her regularly scheduled hours of **work**;
- (q) “*Probation*” means a period of three (3) months from the day upon which **an** Employee is first hired. If **an** Employee does not successfully complete his or her probationary period on transfer or promotion the Employer shall

appoint the Employee to his or her former position or a position comparable to the one from which he or she was transferred or promoted.

- (r) “*Promotion*” means the appointment of an Employee to another position, the maximum rate of pay for which exceeds that of his or her former position;
- (s) “*Rates of pay*” means rates based on an Employee’s regular pay expressed as an annual salary:
  - (i) “*weekly rate of pay*” means annual salary divided by 52;
  - (ii) “*hourly rate of pay*” means daily rate of pay divided by the number of the Employee’s regularly scheduled daily hours of work, except that, where an Employee is paid by the hour, the hourly rate of pay shall be the rate of pay established by the Employer for that employment;
  - (iii) “*Regular earnings*” or “*regular pay*” means an Employee’s rate of pay, not including any overtime, monies paid in lieu of holidays, allowances or any other monies paid in addition to hourly wages;
- (t) “*Representative*” means an Employee who has been elected or appointed as a shop steward or who represents the union at meetings with the Employer and who is authorized to represent the Union;
- (u) “*Spouse*” includes partner or common-law spouse;
- (v) “*Transfer*” means the appointment of an Employee to another position, which does not constitute a promotion or a demotion;
- (w) “*Week*” means the seven (7) day period commencing at 12:01 a.m. on Sunday and ending at 12:00 midnight on the following Saturday;

Where the masculine gender is used, it shall be considered to include the feminine gender, unless any provision of this Agreement otherwise specifies.

### **ARTICLE 3 RECOGNITION**

- 3.01 The Employer recognizes the Union as the exclusive bargaining agent for all Employees in the Bargaining Unit.

### **ARTICLE 4 MANAGEMENT RIGHTS**

- 4.01 The Union acknowledges that it is the exclusive right of the Company, subject to the terms of this Agreement, to: determine the policy of the Company; manage

and direct its operations; maintain order, discipline and efficiency; and hire, discharge, classify, transfer, promote, demote and layoff employees. All functions, rights, power and authority which the Company has not specifically abridged, deleted or modified by this Agreement are recognized by the Union as being retained by the Company.

## **ARTICLE 5 STRIKES AND LOCKOUTS**

5.01 During the life of this Agreement there shall be no lockout by the Employer and no interference or impeding of work, work stoppage, strike, sit-down, slow-down, or any other interference with production by Employee(s).

## **ARTICLE 6 HUMAN RIGHTS**

6.01 The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced by either party or any persons employed by the Employer by reason of age, sex, race, creed, colour, national origin, gender identity or expression, political or religious affiliation, union membership or activity nor any other grounds prohibited by law.

6.02 The Employer recognizes that it has a duty to accommodate Employees who become disabled in accordance with applicable legislation.

6.03 The employer agrees to post, in a location accessible to all employees, a copy of its policy on Discrimination and Harassment.

## **ARTICLE 7 APPOINTMENT OF UNION REPRESENTATIVES**

7.01 The Employer acknowledges the right of the Union to appoint Employees as representatives. The Union will confirm the appointments in writing within five (5) working days of the appointment,

7.02 Upon reasonable notice, the Employer will not unreasonably deny a request from an accredited representative of the Union for access to its work premises. Access is also subject to approval by DND.

## **ARTICLE 8 TIME OFF FOR UNION BUSINESS**

8.01 All time spent performing the normal day-to-day administration of the Collective Agreement shall be paid for by the Company, provided such business pertains to Company meetings, handling of grievances and those meetings specifically called by the Company, Requests for time off shall not be unreasonably withheld.

- 8.02 **A** representative shall obtain the permission of his or her immediate Supervisor before leaving his or her work to attend to union business. The Union representative shall report back to his or her Supervisor before resuming his or her normal duties.
- 8.03 Upon reasonable notice and where operational requirements permit, the Employer will grant reasonable leave without pay for duly appointed employees to attend union related activities such as training, conventions, meetings and conferences.
- 8.04 The Employer will grant leave without pay for two (2) employees for the purpose of attending contract negotiations on behalf of the Union for the duration of such negotiations.
- 8.05 The Employer shall continue to pay the Employee his or her applicable salary in accordance with the terms of this Collective Agreement. Upon invoice by the Employer, the Union shall reimburse the Employer for the amounts so paid within thirty (30) days of the date of invoice.

### **ARTICLE 9 CHECK OFF**

- 9.01 Effective thirty (30) days following the signing of this Agreement, the Employer will, as a condition of employment, commence deductions from the pay of each Employee of an amount equal to the amount of Membership Fees.
- 9.02 The Union shall inform the Employer in writing of the authorized deduction to be checked of for each Employee.
- 9.03 For the purposes of Article 9.01, deductions shall be made per pay period.
- 9.04 The amounts deducted in accordance with Article 9.01 shall be remitted to the Comptroller of P.S.A.C. by cheque no later than thirty (30) days after deductions are made and shall be accompanied by particulars identifying each Employee and the deductions made on his or her behalf.
- 9.05 The Employer agrees to identify annually on each Employee's T-4 slip the total amount of Membership Fees deducted for the preceding year.

### **ARTICLE 10 INFORMATION**

- 10.01 (a) The Employer agrees to provide the Union on a quarterly basis with information concerning the identification of each member in the Bargaining Unit. This information shall include the name, department, job classification, and employment status of all Employees.
- (b) The Employer shall indicate which Employees have been hired or transferred and those Employees whose employment has been terminated



during the period reported. The Union shall be notified of Employees not paying dues due to leave and the type of leave.

10.02 The Employer shall maintain Seniority lists showing the length of continuous service of each Employee. The Seniority Lists shall be kept up to date, copies of which shall be posted on bulletin boards and shall be sent to the Union every 6 months.

10.03 The Employer shall provide the Union with a copy or make available all employer policies applicable to employees.

## **ARTICLE 11 SENIORITY**

11.01 Seniority refers to the length of continuous employment, as defined in Article 2 (f), and shall be applied to all permanent Employees.

### **Probation**

11.02 On the date of completion of his or her probationary period, an Employee shall have seniority from the date of employment and thereafter accrue seniority as provided in this agreement. When two or more Employees are hired on the same day, their seniority shall be determined by the acceptance date of letter of offer of employment. In the event that there is a requirement to further break a tie, the Employee clock number, at the date of hire, shall govern.

11.03 A newly hired Employee shall be on probation for three (3) months. The probation period will be extended for an equivalent period by any absence from the work site of one week or more.

## **ARTICLE 12 PROVISION OF BULLETIN BOARD SPACE AND OTHER FACILITIES**

12.01 The Employer will provide bulletin board space at the worksite, which is identified for exclusive use by Union officials.

12.02 A representative of the Union will be given time to provide each new Employee an orientation of up to thirty (30) minutes.

## **ARTICLE 13 DESIGNATED PAID HOLIDAYS**

13.01 The following days are designated paid holidays for Employees covered by this Collective Agreement:

New Year's Day  
Good Friday  
Victoria Day  
Canada Day

B.C. Day  
Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

13.02 A paid holiday shall also be granted to all employees on any statutory holiday proclaimed by the Government of Canada.

### **Holidays Falling on a Day of Rest**

13.03 When a day designated as a holiday coincides with an Employee's day of rest, the holiday shall be moved to the Employee's first working day following his or her day of rest.

13.04 When a day designated as a holiday for an Employee is moved to another day under the provisions of Clause 13.03:

- (a) work performed by an Employee on the day from which the holiday was moved shall be considered as work performed on a day of rest; and
- (b) work performed by an Employee on the day to which the holiday was moved, shall be considered as work performed on a holiday.

13.05 When the Employer requires an Employee to work on a designated paid holiday, they will be paid time and one half their regular rate for hours worked in addition to and at the employee's option either their regular pay for the day or an alternate day off at a mutually agreeable time.

13.06 Where a day that is a designated holiday for an Employee falls within a period of leave with pay the holiday shall not count as a day of leave.

13.07 Where operational requirements permit, an Employee shall not be required to work both Christmas Day and New Year's Day.

## **ARTICLE 14 VACATION**

### **Accumulation of Vacation Leave**

14.01 The vacation year shall be from April 1 to March 31 of each year.

- 14.02 (a) Less than three (3) years of service by 31 March, two (2) weeks with pay
- (b) After three (3) years of service by 31 March, three (3) weeks with pay
- (c) After eight (8) years of service by 31 March, four (4) weeks with pay

- 14.03 Vacation entitlement must be taken in the fiscal year immediately following the year it is earned.
- 14.04 By April 30th of each year, Employees will submit their preferences for their full vacation entitlement. By May 15th, the Employer will advise employees as to their approved selections. The Employer will recognize seniority for granting requested vacation.
- 14.05 Where vacation dates have been approved, subsequent changes to a vacation leave schedule shall be based on availability and not on seniority.
- 14.06 Where an employee is hospitalized during a vacation leave or a death occurs which they would be entitled to bereavement leave, they may request to substitute available sick leave and/or reschedule that portion of their vacation leave.

## **ARTICLE 15 SICK LEAVE**

- 15.01 The Company will provide bargaining unit employees with a maximum of six (6) sick days per fiscal year at the basic hourly rate. These days will not be carried over from year to year.
- 15.02 The employer reserves the right to require a certificate from a qualified physician to cover any period of days of sickness, whether paid or unpaid, and approval of sick leave will be conditional on the employee providing an acceptable certificate when so requested. Where the employer requires an employee to provide a medical report from a qualified physician to support an application for short term disability benefits or to support a return to work program for attendance management purposes, the employer will reimburse the employee for the physician's cost of preparing the report upon presentation of a valid receipt confirming payment in full. The cost for obtaining a medical report to support an absence due to sick leave is the responsibility of the employee.
- 15.03 Any fraudulent use of sick leave will result in the absence being unauthorized and may also subject the Employee to disciplinary action.

## **ARTICLE 16 OTHER TYPES OF LEAVES**

- 16.01 An Employee may make written request to the Site Manager for a leave of absence without pay for a period not to exceed sixty (60) days. This period may be extended by mutual consent of the Employer and the Union. Employees will be required to state the reason for the requested leave but shall not engage in other employment without the express consent of the Employer. Leaves will be considered for approval based on operational requirements. While on approved leave of absence, an Employee will retain and continue to accrue seniority and service.

- 16.02 **An** Employee not returning to work immediately without an approved extension on the expiry of a leave will be considered as having resigned and their employment will be terminated.
- 16.03 Employees who are required to attend at jury selection or to serve on a jury will be granted leave with pay to attend. Employees who are summoned or subpoenaed to attend as a witness in any proceeding in which they are not a party will be granted leave with pay to attend. Employees granted leave under this clause will have deducted from his or her regular pay any remuneration received by him or her other than remuneration received as **an** allowance for expenses or reimbursement for expenses incurred while performing such service.
- 16.04 Employees who are eligible for maternity or parental leave under the Canada Labour Code will be granted such leave in accordance with the Canada Labour Code.

### **Bereavement Leave**

- 16.05 When an Employee is absent from work on a regular work day due to a death in that Employee's immediate family, he or she shall be paid their regular hours for three (3) working days. Eligibility for leave will expire two (2) days following the date of the funeral. The definition of immediate family includes an Employee's father, mother, brother, sister, spouse, child, father-in-law, mother-in-law, grandchild, grandparent; and any relative of the Employee permanently residing in the Employee's household or with whom the Employee permanently resides. Two additional unpaid days may be requested and will be approved where travel is required in excess of 500 kilometers or where off-island travel must be accommodated.
- 16.06 The Employer will grant an employee leave with pay for one (1) working day on the occasion of the birth of a child into his or her family.
- 16.07 Notwithstanding any provisions for leave in this Agreement, the Employer may grant leave of absence with or without pay to an Employee in emergency or unusual circumstances.

### **Leave for Personal Needs**

- 16.08 Employees may be granted leave with pay to attend an appointment with a bank, business, doctor, dentist, lawyer, or school authority during working hours.

## **ARTICLE 17 HOURS OF WORK**

- 17.01 The parties agree that the work schedule shall be based upon forty (40) hours per week, excluding a lunch period, over a period not to exceed thirteen (13) weeks.

- 17.02 The shift schedule will be posted fourteen (14) days in advance and no less frequently than every thirteen (13) weeks. Seven (7) days prior to posting, the Union will be provided a copy of the proposed schedule for their review and comment. With the exception of deployments, an Employee's schedule will not be changed during that period without the employee having seven (7) days notice of the change. If an Employee is given less than seven (7) days advance notice, the Employee shall receive a premium rate of time and one half (1 1/2) for work performed on the first changed shift.
- 17.03 Under normal circumstances, Employees will be provided with an opportunity of an unpaid, one-half (½) hour lunch period approximately half way through their shift.

## **ARTICLE 18 SHIFT EXCHANGE**

- 18.04 Shift exchanges between Employees shall be permitted, subject to advance notifications and where there are no additional costs to the Employer.

## **ARTICLE 19 OVERTIME**

- 19.01 For the purposes of this Article 19, "Overtime" is defined as time worked by an employee in excess of his/her scheduled hours of work.
- 19.02 An employee is entitled to overtime compensation for each completed fifteen (15) minute period of overtime worked by the employee.
- 19.03 Subject to Article 19.04, an Employee who is required to work Overtime shall be compensated at the rate of one and one-half times (1.5X) the employee's regular hourly rate.
- 19.04 Overtime shall be compensated at the rate of two times (2X) the employee's regular hourly rate for each hour worked:
- (i) in excess of fifteen (15) hours in any twenty-four (24) hour period; or
  - (ii) after eight hours worked on a first day of rest.

"First day of rest" is defined as the twenty-four (24) hour period commencing at midnight of the calendar day on which the Employee completed his last regular shift. When the first and second or subsequent days of rest are consecutive, "second or subsequent day of rest" is defined as the period immediately following expiration of the first day of rest and ending two (2) hours prior to the beginning of the Employee's next regular shift.

19.05 Where an employee is required, without twelve (12) hours notice, to work three (3) or more hours of Overtime immediately following his/her regularly scheduled hours of work and the employee is not permitted to leave the workplace, the employer shall pay to the employee a meal allowance in the amount of \$7.50.

19.06 For overtime not related to a deployment, the Employer shall make every reasonable effort to allocate overtime work on an equitable basis among employees who have the qualifications and ability to do the work and to give an employee reasonable advance notice when the Employee is required to work overtime.

“Scheduled Overtime” is overtime that can be scheduled more than twelve (12) hours in advance of the time on which it is to begin. Scheduled Overtime will be offered by seniority to employees who are available and who have the qualifications and ability to do the work. If there are an insufficient number of volunteers, then the overtime will be assigned by the employer in reverse order of seniority to employees who have the qualifications and ability to do the work.

“Unscheduled Overtime” is overtime that is scheduled less than twelve (12) hours before the work is required. Unscheduled Overtime shall be offered to employees who are available at the site on the same shift and who have the qualifications and ability to do the work. If there are an insufficient number of volunteers, then the overtime will be assigned by the employer in reverse order of seniority to employees who have the qualifications and ability to do the work.

19.07 Employees working overtime may elect, in accordance with article 19.08, to bank the overtime hours (Compensatory Time Off “CTO”) in lieu of receiving payment. CTO accumulates in the bank at a rate of 1 overtime hour worked = 1.5 hours in CTO except for overtime hours accumulated in accordance with article 19.04 which accumulates in the bank at a rate of 1 overtime hour worked = 2 hours in CTO. CTO shall be taken by the employee subject to operational requirements and at a time convenient to both the employer and the employee. Requests to use CTO must be received in writing and approval will not be unreasonably denied

19.08 On April 1<sup>st</sup> of each year, employees will be permitted to request that overtime be placed in an overtime bank in the form of CTO. An employee may change their selection at the beginning of any month. CTO shall not exceed a cumulative annual maximum of eighty (80) hours. Any balance remaining at March 31<sup>st</sup> will be paid out.

## **ARTICLE 20**

### **PAY**

20.01 Classifications, progressions, and rates of pay are as detailed in Appendix “A” to this agreement.

20.02 Employees will be paid weekly. Should a payday be on a designated holiday, pay will be released on the day immediately preceding the holiday.

### **Acting Pay**

20.03 When an Employee is required to perform the duties and take the responsibility of a higher classification level on an acting basis, he or she shall be paid acting pay at the first pay level at the new classification that provides an increase, or their current level of pay, whichever is greater.

### **Wage Progression**

20.04 Progression through all classifications listed in Appendix A, with the exception of CSH Technician-AVN, CSH Technician-AVS, CSH Technician-ACS, and Apprentice Technician, is as follows:

- (i) Level C is achieved on the date of hire;
- (ii) Level B is achieved after six (6) months of continuous service with the Company in the classification;
- (iii) Level A is achieved following twelve (12) months of continuous service with the Company in the classification.

20.05 Progression through the classifications of CSH Technician-AVN, CSH Technician-AVS, and CSH Technician-ACS, is as follows:

- (i) Level D is achieved on the date of hire;
- (ii) Level C is achieved after six (6) months of continuous service with the Company in the classification;
- (iii) Level B is achieved after twelve (12) months of continuous service with the Company in the classification.
- (iv) Level A is achieved following twelve (12) months of continuous service with the Company in the classification and upon the employee receiving an MRA authorization.

## **ARTICLE 21 PREMIUMS**

21.01 Premiums shall be paid for the following:

ARA (Aircraft Release Authority)

Employees who are granted an ARA authorization shall receive a premium in addition to their basic hourly rate of pay. The ARA authorization may be revoked

by the Company where the employee has not had to use it over a period of six (6) months.

#### Dual Trade MRA (Maintenance Release Authority)

Employees who are granted an MRA designation in two or more of the AVN, ACS, and AVS trades shall receive a premium in addition to their basic hourly rate of pay provided they utilize the MRA designation in two (2) or more of the AVN, ACS, and AVS trades.

#### Acting Deputy Crew Chief

Employees filling a Deputy Crew Chief position on an acting basis at the request of the Company will be paid **an** hourly premium in addition to their basic rate of pay for the time they are in the acting capacity and when there is not a Crew Chief or Deputy Crew Chief on site.

The amounts of the premiums paid shall be as follows:

July 1, 2003 - \$1.00/hour

July 1, 2004 - \$1.25/hour

July 1, 2005 - \$1.50/hour

### **ARTICLE 22 CALL IN PAY**

- 22.01 The term "call-in" refers to the recalling of an Employee to work once that Employee has left work for the day or on their day(s) off.
- 22.02 **An** Employee on call-in shall be paid the greater of:
- (a) compensation at the appropriate overtime rate; or
  - (b) compensation equivalent to four (4) hours pay at straight time rate.
- 22.03 When an Employee reports for work on call-in, they will be paid thirty cents (\$.30) per kilometer.

### **ARTICLE 23 STANDBY**

- 23.01 Where the Employer requires **an** Employee to be available on standby for a full calendar week during his or her off-duty hours, they will receive:
- (a) One day off in the week following the week where the employee was required to stand-by, and



(b) Ten dollars (\$10.00) per shift on standby

The day off referred to in (a) will not be eligible for the overtime bank.

23.02 Except in the case of an emergency, standby schedules will be posted seven (7) calendar days in advance of the standby assignment.

23.03 **An** Employee designated by letter or by list for standby duty will be available during his or her period of Standby at a known telephone number and/or pager and/or radio and shall be available to return for duty as quickly as possible if called. In designating Employees for Standby, the Employer will endeavor to provide for the equitable distribution of standby duties among readily available qualified Employees who are normally required, in their regular duties, to perform that work.

23.04 Where an employee reports for duty while on Standby, he or she will be paid in accordance with Article 23. No standby payment will be granted if an Employee is unable to report for duty when required.

#### **ARTICLE 24 TECHNOLOGICAL CHANGE**

24.01 In accordance with the Canada Labour Code, the Employer will give the Union sixty (60) calendar days' notice of any technological changes. During the notice period, the Employer will meet with the Union to explain the technological change and discuss any effect it will have on Employees, with a view to minimizing such effects.

#### **ARTICLE 25 PAY FOR TRAVEL ON BEHALF OF THE EMPLOYER**

25.01 Travel inside or outside the local area but completed within the shift will be eligible for reimbursement according to the IMP Administrative Directive 301, Traveling and Business Trips.

25.02 Travel for the balance of this article is where the Employee proceeds out of the local area on the Employer's business for a length of time exceeding their regular shift.

25.03 Employees traveling outside the local area will be paid the following allowances where applicable:

(a) Allowance for meals at a daily rate of forty-five dollars (\$45.00).

(b) Laundry allowance of twenty dollars (\$20.00) per week and while occupying commercial accommodation for periods in excess of one week (7 calendar days)

- (c) Accommodation allowance may be paid for individuals making private arrangements in lieu of commercial accommodations at a rate of fifteen dollars (\$15.00) per day for each full day on the site.
- (d) Travel allowance of thirty cents (\$.30) per kilometer for travel by private vehicle from home once to and once from the site by the most direct route.
- (e) The Employer will determine travel arrangements from commercial accommodation to and from the work site and may pay travel at thirty cents (\$.30) per kilometer to designated Employees on a carpool (multiple passengers) basis.
- (f) Telephone calls will be paid for actual cost for times not to exceed a cumulative five (5) minutes per day supported by receipts. Receipts must be submitted within thirty (30) days after return.
- (g) Home to airport travel will be paid at a rate of thirty cents (\$.30) per kilometer or for taxi (with receipts) by the most direct route from the normal place of residence.

25.04 The Employer will normally arrange for payment for commercial transportation and accommodation. If it is necessary for an Employee to pay for these expenses, a receipt shall be presented for reimbursement.

25.05 When Employees are required to travel on any day including Saturdays, Sundays or Statutory Holidays, they will be entitled to straight time rates for all time spent traveling. Hours traveled for commercial transportation includes a two (2) hour check-in period at airports, bus depots or train stations, as well as two (2) hour check-out period at each over night stopover and at the final destination. Hours traveled also include time spent waiting for connection flights, trains, or buses but is exclusive of overnight stopovers.

## **ARTICLE 26**

### **LAY-OFF, JOB SECURITY AND SEVERANCE PAY**

26.01 Employees will be laid off, when necessary, on the basis of reverse order of Seniority and classification of work.

26.02 (a) An employee who is to be laid off will receive two (2) weeks notice of layoff or two (2) weeks wages at his/her regular rate of wages in lieu of notice.

In the event the provisions of the Canada Labour Code are increased during the term of the Collective Agreement then the increased provision shall apply effective thirty (30) days following the effective date of the legislative change.

- (b) **An** employee who has completed twelve months of continuous employment with the Company shall receive severance of one (1) weeks' pay for each completed year of service upon termination with the Company.

26.03 Before laying off any employee with seniority, any probationary employees in the affected classification will be terminated.

26.04 Employees who are laid off will retain recall rights in accordance with the following:

- (a) Employees with less than 1 year of seniority - 6 months
- (b) Employees with 1 to 3 years of seniority - 12 months
- (c) Employees with over 3 years of seniority 18 months

26.05 Recall from lay off will be made on the basis of Seniority and classification of work. In recalling employees, the Employer will give notice personally or by receipted delivery. The Employee will return to work within seven (7) calendar days of receipt of the notice. Failure to return to work once recalled will result in the employee losing seniority and their employment will be terminated.

26.06 An employee who has one (1) year or more of continuous employment and who is laid off is entitled to be paid severance pay at the rate of one (1) weeks' pay for each completed year of service.

## **ARTICLE 27 STATEMENT OF DUTIES**

27.01 When an Employee is first hired or when an Employee is reassigned to another position in the Bargaining Unit, the Employer shall, before the Employee is assigned to that position, provide the Employee with a current and accurate written statement of duties of the position to which he or she is assigned.

## **ARTICLE 28 EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES**

28.01 When a formal review of an Employee's performance is made, the Employee concerned shall be given the opportunity to discuss its contents. The Employee shall also be given the opportunity to provide written comments to be attached to his or her performance appraisal.

28.02 Upon written request of an Employee, the Personnel file of that Employee shall be made available for his or her examination at reasonable time in the presence of an authorized representative of the Employer.

- 28.03 Any document or written statement related to disciplinary action which may have been placed on the personnel file of an Employee, shall be removed after eighteen (18) months have elapsed since the disciplinary action was taken provided that no further disciplinary action of a similar nature has been recorded during this period.

## **ARTICLE 29 GRIEVANCE PROCEDURE**

- 29.01 The Employer and the Union recognize that grievances may arise in each of the following circumstances:
- (a) by the interpretation or application of:
    - (i) A direction or other instrument made or issued by the Employer dealing with terms or conditions of employment;
    - (ii) a provision of this Agreement;
  - (b) disciplinary action resulting in demotion, suspension, or a financial penalty;
  - (c) letters of discipline placed on an Employee's personnel file;
  - (d) dismissal.

The procedure for the final resolution of grievances is to arbitration.

- 29.02 If the time limits set out in Level 1, Level 2, or Level 3 of the grievance procedure are not complied with, then the grievance will be considered as being abandoned, unless the parties have mutually agreed, in writing, to extend the time limits..
- 29.03 If the Employer fails to meet a time limit, the Union, at its option, may either advance the grievance to the next Level or await the Employer's response, in which case no time limit shall apply against the Union until it has received the Employer's response.
- 29.04 If an Employee so desires, he or she may be assisted and represented by the Union when presenting a grievance at any level.
- 29.05 **Levels of the Grievance Procedure**

### **Level 1**

Within fifteen (15) working days of becoming aware of the matter giving rise to the complaint, the Grievor may submit a written grievance to the Shop Steward who will submit it to the Supervisor.

Within five (5) working days of the receipt of the grievance, the Employer representative will provide a written response to the Grievor.

## **Level 2**

If a satisfactory answer has not been obtained, the Grievor may within seven (7) working days of receipt of the decision at Level 1 advance the grievance to the Site Manager who will consider the grievance and provide a decision, in writing, within seven (7) working days.

## **Level 3**

If a satisfactory answer has not been obtained, the Grievor may within seven (7) working days of receipt of the decision at Level 2 advance the grievance to the Director of Human Resources who will consider the grievance and provide a decision, in writing, within fifteen (15) working days.

When the Employer dismisses an Employee, a grievance may be initially presented at Level 3. No Employee shall be dismissed without first being given notice in writing together with a statement of the reason(s).

29.06 In the event of a conflict of interest at any level and/or a complaint of harassment the Union shall have the right to initiate and present a grievance commencing at Level 3.

29.07 No proceedings under this Article are invalid by reason of any defect of form or any technical irregularity such as an incomplete grievance form, spelling error, or similar.

## **Arbitration**

29.08 If the grievance is not satisfactorily settled at Level 3, the grievance may be referred to arbitration, within fifteen (15) working days after the decision received at Level 3.

29.09 The parties agree that grievances will be heard by a single arbitrator who will be mutually agreed upon by the parties. If mutual agreement is not reached by the parties to choose a single arbitrator within thirty (30) calendar days from the date that either party receives notification of a wish to proceed to arbitration, the Minister of Labour shall be asked to appoint an arbitrator. This appointment shall be accepted by both parties.

The Arbitrator has all the powers granted to arbitrators under the Canada Labour Code, in addition to any powers which are contained in this Agreement but shall not have the authority to alter or amend any of the provisions of this Agreement nor to substitute any new provisions in lieu thereof, nor to render any decision contrary to the terms and provisions to this Agreement, nor to increase or decrease wages.

The Employer and the Union shall each pay one half of the remuneration and expenses of the Arbitrator and each party shall bear its own expenses of every arbitration. The decision of the Arbitrator will be binding on both parties.

### **ARTICLE 30 LABOUR/MANAGEMENT COMMITTEE**

30.01 A LabourManagement Committee shall be formed to consult on matters of mutual interest, consisting of two (2) representatives chosen by the Union and two (2) representatives chosen by the Employer or, by mutual consent, more members, provided that an equal number of representatives shall be chosen by each party. The Labour/Management Committee shall meet at least once every three (3) months and at the request of either party.

### **ARTICLE 31 HEALTH AND SAFETY**

- 31.01 (a) A joint Health and Safety Committee shall be formed to provide a principal forum for constructive and meaningful consultation on health and safety matters, consisting of two (2) representatives chosen by the Union and two (2) representatives chosen by the Employer or, by mutual consent more members, provided that an equal number of representatives shall be chosen by each party.
- (b) The Health and Safety Committee shall be guided by the provisions of this Article and the Canada Labour Code.
- (c) The joint Health and Safety Committee will develop recommended policies and procedures in the following related areas: First Aid, Accident Investigation, Hazard Identification. The Employer will ensure that the resulting approved policies and procedures are communicated to all employees.

#### **Right to Refuse Dangerous Work**

- 31.02 (a) An Employee shall have the right to refuse to work in dangerous situations
- (b) Subject to this Article, an Employee may refuse to do any particular act or series of acts at work which he or she has reasonable grounds to believe are dangerous to his or her health or safety, or the health or safety of any other person at the place of employment, until sufficient steps have been taken to satisfy him or her otherwise, or until the Health and Safety Officer or his or her designated representative has investigated the matter and advised him or her otherwise.

- (c) A refusal under sub-article two (2) must be documented by the Employee's supervisor and/or the Employee within twenty-four (24) hours from the time of the refusal stating the grounds on which the refusal is based.
- (d) An Employee may not refuse to do any particular act or series of acts where the refusal puts the life, health or safety of another person directly in danger or where the danger referred to in the refusal is inherent in the Employee's work or is a normal condition of employment.
- (e) Prior to the investigation and decision of a safety officer or his or her designated representative, the Employer may require the Employee concerned to remain at a safe location near the place in respect of which the investigation is being made or may assign the Employee reasonable alternate work; and the Employer shall not assign any other Employee to use or operate the machine or thing or to work in that place, unless that other Employee has been advised of the refusal or shown the written refusal if any, of the Employee concerned.

#### Transportation of Injured Workers

- 31.03 (a) The Employer shall provide, at no expense to the Employees, appropriate transportation to the nearest physician or medical facility, and from there to his or her home or place of work depending on the decision of the attending physician, when such services are immediately required for an Employee as a result of injury or serious ailment occurring in the workplace.
- (b) If the Employee receives compensation from any source for expenses incurred on the Employee's behalf by the Employer with regard to transportation referred to in sub-article one (1), the Employer may recover from the Employee the amount of that compensation.

#### Protective Clothing and Equipment

- 31.04 (a) The Employer shall provide and pay for all reasonable protective devices, clothing and other equipment necessary to properly protect Employees from injury and unhealthy conditions in the performance of their work.
- (b) The Employer shall make provisions for the proper cleaning and maintenance of all safety equipment, devices and clothing at no cost to the Employees.
- 31.05 The Employer shall make available to Employees an updated copy of applicable Health and Safety Legislation, Regulations, Policies and Standards including, but not limited to:

- (a) Handbook of Occupational Health and Safety

- (b) Part II Canada Labour Code and Regulations; or
- (c) relevant Statutes of British Columbia

**31.06** Without detracting from existing rights and obligations of the parties recognized in other provisions of this agreement, the Company and the Union agree to cooperate in encouraging Employees with drug or alcohol addiction affecting their work performance to seek assistance and to resolve the problem as soon as possible. These problems are recognized by the parties to be diseases which have available treatments.

The Union may appoint one (1) Representative to act as a liaison with a designated Management representative on the above matters.

### **ARTICLE 32 SAR OPS/DEPLOYMENT SUPPORT**

**32.01** For MRP/SAR Ops deployment, the Employer will endeavor for an equitable distribution of duties for all replacement crews.

#### Entitlement

**32.02** Notwithstanding the allowances detailed in Article 26.03 employees who travel pursuant to a deployment will receive the allowances outlined in the Treasury Board directive which will include any changes made in the directive during the term in this Agreement.

### **ARTICLE 33 SUSPENSION AND DISCIPLINE**

**33.01** The Employer shall have the right to suspend with or without pay and/or discharge an Employee for just and sufficient cause. Prior to suspending or discharging an Employee, the Employer shall consider several factors such as the seriousness of the offence, the Employee's length of service and other relevant mitigating factors.

**33.02** When an Employee is to be suspended or discharged from duty, the Employer shall notify the Employee and the union in writing of the suspension or discharge.

**33.03** When an Employee is required to attend a meeting where a disciplinary decision concerning the Employee is to be taken by the Employer or a representative of the Employer, the Employee is entitled to request and to have a representative of the Union attend the meeting. The meeting should be scheduled to enable a Union Representative to attend.

**33.04** When an Employee is suspended without pay for a period of more than thirty (30) days or is discharged, a grievance may be initiated at the Third Level as per the Grievance procedure set out in Article 30, within the time limits specified.



**ARTICLE 34  
VACANCIES**

- 34.01 If a bargaining unit position becomes vacant at short notice, the Employer shall make every reasonable effort to provide temporary coverage to avoid changes to approved leave.
- 34.02 Every vacancy for a Bargaining Unit position expected to be of more than six (6) months duration and every newly created position shall be posted on the Union notice board. The job posting shall state the job classification, rate of pay, shifts, required qualifications for the position and the closing date for applications. An Employee who wishes to apply for a posted position shall do so before the closing date as advertised on the posting. All vacancies will be advertised internally for one (1) week prior to the external advertising.
- 34.03 In making selections, promotions and appointments within the Bargaining Unit, where the required qualifications, skills and abilities of an applicant demonstrably exceed those of applicants with more seniority, that applicant may be awarded the position. Otherwise, the qualified applicant with the greatest seniority shall be awarded the position.
- 34.04 Upon completion of a competition and when a candidate has been offered and accepted a position, the unsuccessful candidates will be notified, in writing and advised as to the successful candidate. Unsuccessful candidates may make inquiries as to their own candidacy.
- 34.05 No Employee shall be transferred to another position within the Bargaining Unit without his/her consent.
- 34.06 No employee in the bargaining unit shall be transferred to a supervisory position within the bargaining unit without his/her consent,
- 34.07 New Employees shall not be hired when there are Employees on Lay off who are qualified and willing to perform the job.

**ARTICLE 35  
BENEFITS**

- 35.01 Employees will continue on Group Insurance Plan B, which includes Employer payment of B.C. Medical Coverage.

**ARTICLE 36  
TRADES AND MAINTENANCE**

- 36.01 Employees are not required to provide their own tools and equipment used in the performance of their duties.
- 36.02 Employees will be provided with lockable lockers as required.

- 36.03 Every twenty-four (24) months, Employees deemed by the Employer to require safety boots, will be reimbursed up to a maximum of one hundred dollars (\$100.00) for CSA approved safety boots upon presentation of a receipt.

**ARTICLE 37**  
**RE-OPENER OF AGREEMENT**

- 37.01 This Agreement may be amended by mutual consent of the parties.

**ARTICLE 38**  
**DURATION AND RENEWAL**

- 38.01 The term of this Agreement shall be from July 1, 2003 to June 30, 2006. All other provisions of the Agreement take effect on September 17, 2004 the date of the Arbitration Award.
- 38.02 Notwithstanding the preceding, the provisions of this Agreement, shall remain in effect during the negotiations for its renewal and until a new Agreement becomes effective.
- 38.03 Within four (4) months preceding the termination of this Agreement, either party may, by written notice, require the other party to commence bargaining collectively with a view to the conclusion, renewal or revision of the Collective Agreement.
- 38.04 Where notice to commence collective bargaining has been given under Clause 39.03, the Employer shall not without consent by or on behalf of the Employees affected, increase or decrease salaries or alter any other term or condition of employment of Employees in the Bargaining Unit which was in force on the day on which the notice was given until a renewal or revision of the Agreement, or a new Collective Agreement has been concluded in accordance with Section 50 of the Canada Labour Code Part I.

Dated at the City of Vancouver in the province of British Columbia the 17<sup>th</sup> of September, 2004 awarded by Arbitrator Vince Ready.

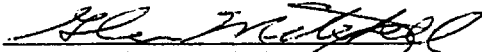
## APPENDIX "A" RATES OF PAY

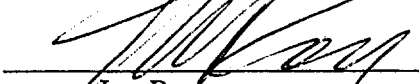
		Base	7 July 03 to 31 Dec 03	1 Jan 04 to 31 Mar 04					
Admin Assistant	Level								
	A	12.25	12.50	13.13					
	B	12.15	12.39	13.01					
	C	12.00	12.24	12.86					
		Base	7 July 03 to 31 Dec 03	1 Jan 04 to 31 Mar 04	1 April 04 Employer Increase	1 April 04 to 30 June 04	1 July 04 to 31 Dec 04	1 Jan 05 to 30 June 05	Increase 1 July 05
Apprentice Technician	Level								
	A	16.80	17.14	17.31	0.20	17.51	17.95	17.95	18.40
	B	16.20	16.52	16.69	0.19	16.88	17.31	17.31	17.74
	C	15.60	15.91	16.07					
	D	15.00	15.30	15.45					
	E	14.40	14.69	14.84					
	F	13.80	14.08	14.22					
	G	13.20	13.46	13.59					
	H	12.60	12.85	12.98					
	I	12.00	12.24	12.36					
		Base	7 July 03 to 31 Dec 03	1 Jan 04 to 31 Mar 04	1 April 04 Employer Increase	1 April 04 to 30 June 04	1 July 04 to 31 Dec 04	1 Jan 05 to 30 June 05	Increase 1 July 05
CSH TECHNICIAN AVS/ACS	Level								
	A	20.40	20.81	21.02	0.24	21.26	21.80	21.80	22.35
	B	20.00	20.40	20.60	0.24	20.84	21.36	21.36	21.89
	C	19.50	19.89	20.09	0.24	20.33	20.84	20.84	21.36
	D	19.00	19.38	19.57	0.24	19.81	20.31	20.31	20.82
		Base	7 July 03 to 31 Dec 03	1 Jan 04 to 31 Mar 04	1 April 04 Employer Increase	1 April 04 to 30 June 04	1 July 04 to 31 Dec 04	1 Jan 05 to 30 June 05	Increase 1 July 05
CSH TECHNICIAN AVS	Level								
	A	20.40	20.81	21.02	0.24	21.26	21.80	21.80	22.35
	B	20.00	20.40	20.60	0.24	20.84	21.36	21.36	21.89
	C	19.50	19.89	20.09	0.24	20.33	20.84	20.84	21.36
	D	19.00	19.38	19.57	0.24	19.81	20.31	20.31	20.82
		Base	7 July 03 to 31 Dec 03	1 Jan 04 to 31 Mar 04	1 April 04 Employer Increase	1 April 04 to 30 June 04	1 July 04 to 31 Dec 04	1 Jan 05 to 30 June 05	Increase 1 July 05
CSH TECHNICIAN ACS	Level								
	A	20.40	20.81	21.02	0.24	21.26	21.80	21.80	22.35
	B	20.00	20.40	20.60	0.24	20.84	21.36	21.36	21.89
	C	19.50	19.89	20.09	0.24	20.33	20.84	20.84	21.36
	D	19.00	19.38	19.57	0.24	19.81	20.31	20.31	20.82

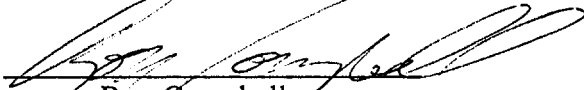
CREW CHIEF	Base	7 July 03 to 31 Dec 03	1 Jan 04 to 31 Mar 04	1 April 04 Employer Increase	1 April 04 to 30 June 04	1 July 04 to 31 Dec 04	1 Jan 05 to 30 June 05	Increase 1 July 05			
		25.91	26.43	26.69	26.69	27.36	27.36	28.04			
DEPUTY CREW CHIEF	Base	7 July 03 to 31 Dec 03	1 Jan 04 to 31 Mar 04	1 April 04 Employer Increase	1 April 04 to 30 June 04	1 July 04 to 31 Dec 04	1 Jan 05 to 30 June 05	Increase 1 July 05			
		21.80	22.24	22.46	0.24	22.70	23.27	23.27	23.85		
MAINTENANCE PLANNER	Level	Base	7 July 03 to 31 Dec 03	1 Jan 04 to 31 Mar 04	1 April 04 Employer Increase	1 April 04 to 30 June 04	1 July 04 to 31 Dec 04	1 Jan 05 to 30 June 05	Increase 1 July 05		
			A	16.80	17.14	17.31	0.20	17.51	17.95	17.95	18.40
			B	16.30	16.63	16.80	0.20	17.00	17.42	17.42	17.86
			C	15.80	16.12	16.28	0.20	16.48	16.89	16.89	17.31
MAINTENANCE (SENIOR)PLANNER	Level	Base	7 July 03 to 31 Dec 03	1 Jan 04 to 31 Mar 04	1 April 04 Employer Increase	1 April 04 to 30 June 04	1 July 04 to 31 Dec 04	1 Jan 05 to 30 June 05	Increase 1 July 05		
			A	18.30	18.67	18.86	0.22	19.08	19.56	18.56	19.05
			B	17.30	17.65	17.83	0.21	18.04	18.49	18.49	18.95
			C	16.80	17.14	17.31	0.21	17.52	17.96	17.96	18.41
STORESPERSON	Level	Base	7 July 03 to 31 Dec 03	1 Jan 04 to 31 Mar 04	1 April 04 Employer Increase	1 April 04 to 30 June 04	1 July 04 to 31 Dec 04	1 Jan 05 to 30 June 05	Increase 1 July 05		
			A	16.65	16.98	17.15	0.20	17.35	17.78	17.78	18.22
			B	16.30	16.63	16.80	0.20	17.00	17.42	17.42	17.86
			C	15.80	16.12	16.28	0.20	16.48	16.89	16.89	17.31
SENIOR STORESPERSON	Level	Base	7 July 03 to 31 Dec 03	1 Jan 04 to 31 Mar 04	1 April 04 Employer Increase	1 April 04 to 30 June 04	1 July 04 to 31 Dec 04	1 Jan 05 to 30 June 05	Increase 1 July 05		
			A	17.65	18.00	18.18	0.21	18.39	18.85	18.85	19.32
			B	17.30	17.65	17.83	0.21	18.04	18.49	18.49	18.95
			C	16.80	17.14	17.31	0.21	17.52	17.96	17.96	18.41
CPT/FCE Support Supervisor	Level	Base	7 July 03 to 31 Dec 03	1 Jan 04 to 31 Mar 04	1 April 04 Employer Increase	1 April 04 to 30 June 04	1 July 04 to 31 Dec 04	1 Jan 05 to 30 June 05	Increase 1 July 05		
			28.85				29.57	29.57	30.31		
CPT/FCE Support	Level	Base	7 July 03 to 31 Dec 03	1 Jan 04 to 31 Mar 04	1 April 04 Employer Increase	1 April 04 to 30 June 04	1 July 04 to 31 Dec 04	1 Jan 05 to 30 June 05	Increase 1 July 05		
			21.64				22.18	22.18	22.73		

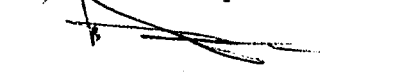
I.M.P. Group Limited  
Aerospace Division, Comox, B.C.

Public Service Alliance of Canada

  
Glen Mitchell

  
Ian Ross

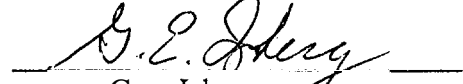
  
Ron Campbell

  
Andy Giblin

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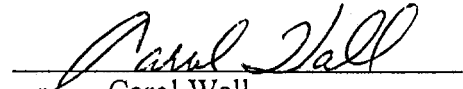
P. Ducharme

\_\_\_\_\_  
Patty Ducharme

  
Greg Isberg

  
Dana Martin

  
Liam McCarthy

  
Carol Wall

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