

COLLECTIVE AGREEMENT

BETWEEN

CARMANAH DESIGN AND MANUFACTURING INC.

AND

INTERNATIONAL ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS
VANCOUVER LODGE #692

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COLLECTIVE AGREEMENT

BY AND BETWEEN: **Carmanah Design and Manufacturing Inc**
(hereinafter referred to as the "Company")

AND: **INTERNATIONAL ASSOCIATION OF
MACHINISTS AND AEROSPACE
WORKERS, VANCOUVER LODGE NO.
692**
(hereinafter referred to as the "Union")

DATE AND REFERENCE

This Agreement is dated for reference April 1st, 2013, and named for reference the "Carmanah Design and Manufacturing Inc. - MACHINISTS LODGE NO. 692 - MASTER AGREEMENT".

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

GENERAL PURPOSE:

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

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

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

ARTICLE 1 - BARGAINING AGENCY

1.01 The Company recognizes the Union as the sole bargaining agency for its employees, as duly Certified under the Industrial Relations Code of British Columbia, for the purpose of collective bargaining with respect to rates of pay, hours of employment, and all other working conditions.

- 1.02** The Company agrees that as a condition of continued employment, all employees who are or may be covered by the Certificate of Bargaining Authority issued to the Union by the Industrial Relations Board of British Columbia must become Members of the Union within thirty (30) calendar days of commencing employment and remain Members during the life of this Agreement.
- 1.03** All present and new full-time employees of the Company who are or may be covered by the Certificate of Bargaining Authority issued to the Union by the Industrial Relations Board of British Columbia shall pay to the Union, as a condition of employment, and not later than thirty (30) calendar days after the commencement of his employment, dues, initiation and reinstatement fees by payroll deduction, as may from time to time be established by the Union for its Members, in accordance with its Constitution and/or By-Laws.
- 1.04** Notwithstanding the provisions of Article 1.04 preceding, the Company shall deduct from each new employee an amount equal to the Union dues from the employee's first payroll cheque after completion of five (5) days of work in a calendar month and add that employee's name and the said amount to the closest applicable check-off; i.e., if the check-off for that month has not been remitted to that check-off; if the month's check-off has been remitted, it shall be added to the following month's check-off, and shown as the previous month worked.
- 1.05** All deductions as required under Article 1.04 and 1.05 shall be made in each calendar month the employee is employed by the Company.

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

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

- 1.06** The term "employee" as used in and for the purpose of this Agreement shall include all persons employed in the Company's operations and as covered by the Labour Relations Board Certification and without restricting the generality of the foregoing shall not include foremen and those having authority to hire or discharge employees, office workers, supervisory officials, salesmen, and watchmen. Supervisors will not do work normally done by bargaining unit employees.

1.07 HUMAN RIGHTS The Parties agree there shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practised with respect to an employee by reason of age, race, creed, colour, national origin, religious affiliation, sex, sexual orientation, family status, mental or physical disability or membership or activity in the union. The Company and the Union also recognize the right of employees to work in an environment free from sexual harassment and agree that sexual harassment will not be tolerated in the work place. Should any dispute arise regarding any of the foregoing, the employee shall be entitled to recourse through the grievance procedure in this Agreement.

- a) Any level in the grievance procedure shall be waived if a person hearing the grievance is the subject of the complaint.
- b) If by reason of 1.07 & (a) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

1.08 HARASSMENT FREE WORKPLACE:

The Company will ensure a Harassment free workplace. This will include but not limit conduct that has the purpose or the effect of substantially interfering with an individuals work performance or creating an intimidating, hostile, humiliating or offensive working environment.

ARTICLE 2 - MANAGEMENT

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

ARTICLE 3 - HOURS OF WORK AND OVERTIME

- 3.01** The starting and stopping time on standard shifts, as well as the meal period shall be mutually arranged by the Company and the Union, it being understood that the meal period shall not be less than thirty (30) minutes.
- 3.02** The standard work day shall consist of eight (8) hours and the standard work week shall consist of forty (40) hours on the first shift as outlined in the following schedule:

	<u>Alternate Start Time</u>	<u>Regular Scheduled Start Time</u>
Day Shift	7:00 am – 3:30 pm	6:30 am – 2:45 pm
Morning Break	9:30 am – 9:45 am	9:30 am – 9:45 am
Lunch Break	12:00 am – 12:35 pm	2:00 am – 12:30 pm
Afternoon Break	2:30 pm – 2:45 pm	None as employees leave at 2:45

Provisions for the Alternate Start Time:

As far as practical employees will be given their preference to start times taking into consideration operational requirements such as Vacation and Shipping/Receiving coverage. When temporary work backlogs occur, the Company will staff the required shifts in accordance with Article 3.15.

Second or third shift will commence in conjunction with the completion of the previous shift. The alternate start time will not attract an overtime premium within the scheduled time above. First Aid Attendants will be assigned as per prevailing Worksafe regulations.

- 3.03** If a second shift is employed, the hours of work shall be seven and one-half (7 1/2) hours per shift, for which eight and one quarter (8 1/4) hours will be paid. **Variations to the second shift start time will be mutually agreed between the Company and Union.**
- 3.04** If a third shift is employed, the hours of work shall be seven (7) hours per shift for which eight and one quarter (8 1/4) hours will be paid. **Variations to the third shift start time will be mutually agreed between the Company and Union.**
- 3.05** Five (5) shifts, Monday to Friday inclusive or the accepted variations there from shall constitute a regular week's work on all shifts.
- 3.06** All hours worked outside the standard hours & outside the established shift hours shall be considered overtime and shall be paid for at the appropriate overtime rates.
- (a) All overtime shall be paid for at double time rates.
 - (b) Double time for all work performed on Sundays and on Saturdays in the same week in which the Monday to Friday shift is worked.
 - (c) Double time for all work performed on Statutory Holidays as enumerated in Article 9 of this Agreement.
 - (d) Overtime work shall be distributed equally among willing employees who normally perform the work.

Note: If an employee works on a Statutory Holiday as provided for in Article 9.01, he will be paid double rate for the time worked on the Statutory Holiday, and in addition, if he qualifies, he will be paid eight (8) hours at his regular straight-time rate for the Statutory Holiday as provided for in Article 9.01.

3.07 Employees called in before the regular starting time shall be paid at double time rates for time worked prior to their regular starting time.

3.08 **CALL TIME** All employees called in to work after normal shift hours during the week shall be guaranteed three (3) hours' pay at double time rates. Employees called in to work Saturdays, Sundays and Statutory Holidays shall be guaranteed four (4) hours' pay at double time rates, plus any Statutory Holiday Pay that is applicable.

Note: Hours worked in excess of the above guarantee shall be paid for at double time rates.

3.09 **WORK DURING LUNCH PERIOD** If an employee is required to work during his regular lunch break period, he will receive pay at the rate of double time in the event that he is not allowed within one-half hour his full lunch period to consume his meal.

3.10 **OVERTIME MEALS** Employees who are requested to work unplanned overtime of more than two (2) hours after completion of their assigned shift will be provided fifteen dollars (\$15.00) for a meal to be eaten on Company time which shall count as time worked. The preceding conditions shall apply every four (4) hours of work thereafter. The minimum time for eating a meal shall be one-half (1/2) hour.

3.11 **SHIFT BREAK** It is intended that every employee shall have a full shift break between shifts. In the event that an employee is recalled to work before such shift break has elapsed, he shall be considered as still working on his previous shift and shall be paid the appropriate overtime rates for work performed after recall. No employee shall be permitted to resume work of his own accord until a full shift break has elapsed.

Clarification Employees working after midnight reporting for work next shift after an eight (8) hour break will not lose the time taken from the shift to make up the eight (8) hour break.

3.12 (a) Subject to the exceptions set forth in this Section, any employee reporting for work on his regular shift shall receive a minimum of four (4) hours' pay at his regular wage rate.

(b) Any employee completing the first half of his regular shift, and who commences work on the second half of his regular shift, shall receive a minimum of eight (8) hours' pay at his regular wage rate.

PROVIDED THAT if four (4) or eight (8) hours (a) or (b) above is not available at his regular job, the employee shall perform such temporary work as may be assigned to him to qualify for such pay.

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

- A. He voluntarily quits or lays off; or is discharged for cause,
- B. He was previously instructed not to report,

and in any such event or circumstance he shall be paid for the actual time worked at regular wage rate.

- 3.13 In order to bring about a stabilization of employment and to provide employees with a greater degree of job security, the Company agrees whenever feasible to eliminate overtime.
- 3.14 **ADDITIONAL SHIFTS** If an employee is required to change shift more than once in a calendar week he will be paid at double rate for the balance of the week, unless the second change is to return to his original shift.
- 3.15 **NOTICE OF SHIFT CHANGE** The Company will give employees forty-eight (48) hours' notice of shift change except where time will not permit. Example: Company or customer break-downs and repairs, absences requiring the moving of employees to man a shift.

(a) **SHIFT PREFERENCE**

Where multiple shifts are required on a common work centre, choice of shift will be given to the senior employee. A senior employee having chosen a shift change must remain on said shift for a minimum period of 2 weeks.

Shift preference will not preclude or negate Management Rights clause under Article 2 of this Agreement.

- 3.16 **WASH-UP AND TOOL STOWAGE** Employees shall be allowed five (5) minutes for personal clean-up and stowage of tools prior to the end of each shift.

3.17 **BANKING OF OVERTIME**

Objective: The banking of overtime hours has several advantages to both the employee and the Company. The foremost of which is to give more flexibility to both parties. Presumably, employees will find overtime more acceptable if they can take time off at a later date. Thus, the Company will be able to schedule work loads during peak periods more effectively and be able to give the employee periods of time off during slower periods.

- 1) Overtime hours may be either paid for in wages or banked on a straight time basis (i.e. 4 hours worked at 2T = 8 hours straight time banked). An employees decision to bank overtime hours or be paid in wages may be indicated at the time worked. Each employee will declare by December 15th each year, their basic preference to bank overtime hours or receive payment, this will be used as a default position if no indication is noted at time worked.

- 2) A maximum of one hundred and sixty (160) hours can be accumulated and an employee can bank back to one hundred and sixty (160) hours when he uses all or any portion of his banked overtime.
- 3) Banked hours are to be taken as time off during slack periods only.
- 4) Working for a second employer during banked time off shall be construed as moonlighting and subject to disciplinary action.
- 5) Banked hours cannot be taken in prime vacation period (June 15th – September 15th) or added to regular holidays and statutory holidays. The one exception to this is during slack periods or lack of work.
- 6) The minimum amount of banked overtime taken at any one time will be 4 hours or ½ day.
- 7) A minimum of twenty-four (24) hours notice is required before taking banked overtime and when granted, banked overtime will not be taken away from the employee within twenty-four (24) hours of the scheduled time off.
- 8) In the event of lay-off, all banked overtime along with any other monies owed to the employee, will be paid out at the time of lay-off as per the current practice.
- 9) Banked overtime will be accrued at the rate earned at the time of banking and will be paid out accordingly.
- 10) When an employee is in receipt of a BC Life weekly indemnity for illness related wage loss banked overtime may be used retroactively to cover the three (3) day unpaid qualifying period or any portion thereof.

ARTICLE 4 - WORKING CONDITIONS

- 4.01** Employees shall take orders from only their respective foreman, or from the general management when foremen are not immediately available.
- 4.02** Employees shall observe the rules of the Company and shall perform a fair day's work in the category in which the employee is engaged and shall be subject to discipline by the Management for failure to do so.
- 4.03** Employees will not absent themselves from work nor leave the plant during their working hours without advising Management. Failure to do so shall be cause for discipline.
- 4.04** **CNC MACHINING CENTRES:**
It is intended that a Journeyman will operate two machines when both machines are in production and cycle times make it practical to do so. While the Journeyman is involved in change over, set-up and program development, a second man will run the other machine.

If, in the opinion of the Journeyman and the supervisor, it is impractical to run two machines with one man, then a second man will operate the other machine.

ARTICLE 5 - GRIEVANCES AND COMPLAINTS

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

- (a) By the aggrieved party with the Shop Steward and the Foreman.
- (b) Failing settlement within five (5) days, the employee and/or his representative shall endeavour to settle the matter with the Department Head.
- (c) Should no satisfactory settlement be reached within seven (7) days, the employee's representative will discuss the grievance with the Management.
- (d) When grievances cannot be finally adjusted by the Company and the Union representatives, the matter shall be submitted for arbitration, within seven (7) days, as hereafter described. The parties shall agree whether the matter is to be handled by an Arbitrator or an Arbitration Board.
- (e) The above mentioned time limits may be extended by mutual agreement in writing. Saturdays, Sundays and Statutory Holidays will not be included in the above time limits.

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

5.02 **JOINT ADVISORY COMMITTEE** A Joint Advisory Committee will be formed consisting of equal Employer representatives and Business representatives of the Union who shall meet as required by the Parties. Such Committee shall have the obligation to advance the objectives of each Agreement as stipulated in the General Purpose Provisions.

ARTICLE 6 - ARBITRATION

6.01 Where the matter will be handled by an Arbitrator, the party desiring arbitration shall submit a list of Arbitrators and shall notify the other Party in writing of the name and address of the person(s) so nominated and particulars of the matter in dispute.

The party receiving the notice shall within five (5) business days thereafter notify the other party of its selection, if any, from the Arbitrators submitted. Failing agreement, the two (2) parties shall confer to select an Arbitrator and failing for three (3) business days to agree upon a person willing to act, either of them may apply to the Vice-Chair – Mediation Services at the Labour Relations Board to appoint an arbitrator.

6.02 Where the matter is to be handled by an Arbitration Board, the party desiring arbitration shall appoint a member for the Board and shall notify the other party in writing of the name and address of the person so appointed and particulars of the matter in dispute

The party receiving the notice shall within five (5) days thereafter appoint a member for the Board and notify the other party of its appointment.

6.03 The two arbitrators so appointed shall confer to select a third person to be chairman and failing for three days from the appointment of the second of them to agree upon a person willing to act either of them may apply to the Honourable, the Minister of Labour, to appoint such third member.

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

If the Arbitrator/Board finds that an employee has been unjustly suspended, discharged, or laid-off, that employee shall be reinstated by the Company without loss of pay and with all his rights, benefits, and privileges which he would have enjoyed if the suspension, discharge or lay-off had not taken place

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

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

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

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

The expenses of the Arbitrator/Board shall be paid by the Parties in equal shares.

Without restricting the specific powers hereinbefore mentioned the Arbitrator/ Board shall have all the general powers of an Arbitration Board.

ARTICLE 7 - SENIORITY

7.01 Upon request the Company will, every six (6) months provide the Union and the Shop Steward with an up-to-date list of all employees covered by this Agreement showing the date when each commenced employment with the Company.

- 7.02 When a new employee is hired, it is agreed that he shall be on probation for thirty (30) calendar days and during this period seniority will not be applicable. When the probationary period is completed, seniority will commence from the date of hiring, except as provided in the Apprenticeship Article of this Agreement. If requested by the Company, a thirty (30) day extension may be granted.
- 7.03 An employee re-entering the employ of the Company within six (6) months after his right to recall has expired will not be subject to another probationary period.
- 7.04 In the event of lay offs, seniority shall be recognized. The principle of last man on, first man off, shall prevail, subject to job classification, ability and efficiency.

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

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

- 7.05 **SENIORITY RETENTION** A **laid-off** employee shall maintain and accumulate his seniority and recall rights for three (3) months after which he will retain but not accumulate seniority for the following periods. The three-month accumulation will not bring an employee into a longer retention period.

Period of Seniority:

- | | |
|-----------------------------------|------------------------|
| - less than 12 months | - 6 months' retention |
| - over 12 and less than 48 months | - 12 months' retention |
| - over 48 months | - 24 months' retention |

- 7.06 When vacancies occur, the Company shall rehire laid-off employees according to their seniority, and the principle of last man off, first man on shall prevail, subject to their classification, ability and efficiency. The Company shall make personal contact with laid-off employees and confirm by Registered Mail. It is the employee's responsibility to keep the employer advised of his current address and telephone number.

- 7.07 **VACANCY POSTING** When a new job is available the company will place a notice of such vacancy on an appropriate notice board for seven (7) working days. Whenever possible the company will promote an employee to a better paying job seniority, qualifications and ability to be considered. However nothing in this article shall be construed as any guarantee of such job.

1. An employee who relies on his company seniority in a posting must be capable of efficiently performing the work for which he is applying. It is not the Company's obligation to train a senior employee to perform job tasks. The senior employee must have the ability at the time of application for a posting;
2. The employee must demonstrate within thirty (30) days that he can achieve and maintain a reasonable time applicable to the work in the job position applied for;

3. Prior to commencing the trial of up to thirty (30) days the employee shall be given a reasonable demonstration of the job tasks to be performed, how to perform them and a clear explanation of the performance standards to be satisfied;
4. In the event the employee cannot achieve and maintain a reasonable time, the Company may award the posted position to the next most senior qualified applicant.

7.08 (a) When a member of the bargaining unit is transferred within the Company to a position outside the bargaining unit, he shall be maintain but not accumulate seniority for a period of up to two (2) years after which his seniority will be terminated.

- (b) **When a member of the bargaining unit is transferred within the Company to a position within the bargaining unit, he shall accumulate seniority for ninety (90) days and within that period of time may elect to return to his initial position. Upon completion of ninety (90) days in the transferred Classification the employees previous Classification will be removed and their Classification seniority will commence from the first day they started in the transferred classification.**

Company Seniority will not be affected by a Job Transfer of A or B.

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

- (a) A compensable accident.
*(Note the intent is not to surpass another employee in seniority, during a layoff within the classification).
- (b) Serving in the non-permanent Armed Forces of Canada.
- (c) Temporary illness or non-occupational accident not exceeding twenty-six (26) weeks.
- (d) Lay-off up to three (3) months (cumulative in a vacation year).
(This provides accumulation of seniority for vacation eligibility purposes.)

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

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

7.11 Seniority will be broken by:

- (a) Voluntary quitting of job.
- (b) Exceeding authorized leave-of-absence, unless for legitimate cause.
- (c) Failure to report back to work within three (3) days after notification to return to work unless failure proved to be unavoidable.

It being understood that the work recalled for is of three (3) weeks' duration.

- (d) Discharged and not reinstated under the terms of this Agreement.
- (e) Lay-off exceeding the employee's seniority retention period.

ARTICLE 8 - VACATIONS

8.01 EMPLOYEES WILL RECEIVE VACATIONS AND BE PAID FOR THE VACATION IN ACCORDANCE WITH THE FOLLOWING SCHEDULE FOR JULY 1 TO JUNE 30 OF EACH CALENDAR YEAR

<u>YEARS OF CONTINUOUS SERVICE</u>	<u>VACATION PERIOD</u>	<u>VACATION PAY</u>
- Less than one year	1 day for each .. major fraction of month worked (max.10 working days)	4%
- 1 year but less than 2 years	2 weeks	4 1/2% or 2 weeks*
- 2 years but less than 7 years	3 weeks	6 1/2% or 3 weeks*
- 7 years but less than 14 years	4 weeks	8 1/2% or 4 weeks*
- 14 years but less than 20 years	5 weeks	10 1/2% or 5 weeks*
- 20 years and over	6 weeks	12 1/2% or 6 weeks*

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

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

8.03 VACATION PAY - WHEN PAYABLE The amount of the vacation payment will relate directly to the portion of the vacation time entitlement which is being taken at that particular time.

8.04 Two (2) weeks vacation will, as far as practicable, be granted during the period 15th June to 15th September to conform with the wish of the employee concerned and the convenience of the employer, having regard to the necessity of maintaining production.

8.05 In the event of termination of service with the Company after he had his vacation he earned for the previous year, he shall receive four and one-half per cent, six and one-half per cent, eight and one-half per cent, ten and one-half per cent, or twelve and one-half per cent, when applicable as the case may be, for his pay for the year in which he ends his employment for which no vacation has been paid.

- 8.06** An employee's scheduled vacation period shall not be changed by the Company within the one-month period immediately preceding the start of the vacation period without the consent of the employee concerned.
- 8.07** When a conflict arises between employees with regard to available vacation time the Company, wherever practical, will recognize seniority.
- 8.08** Each employee shall be required to take the full annual vacation period that he is entitled to under the provisions of this Agreement in the current year.
- 8.09** Vacation eligibility is resolved on the principle that the employee receives all vacation and vacation pay earned.
- 8.10** Vacation eligibility lists showing the current accumulated service of each employee shall be prepared prior to each vacation period, a copy of which shall be supplied to the Union.
- 8.11** For the purpose of determining an employee's eligibility, the following will apply:
- The service for purpose of determining vacations of each employee covered by this Agreement shall be established after a probation period of thirty (30) calendar days from the date of employment and shall be calculated from date of employment.
- 8.12** The Company will pay vacation pay by direct deposit.
- 8.13** When an employee reaches his qualifying anniversary date he will become entitled to one additional week of vacation with pay, in accordance with the current Collective Agreement.
- At the next cut-off date (30th June), his vacation time and pay will be adjusted to the cut-off date.

ARTICLE 9 - STATUTORY HOLIDAYS

- 9.01** All employees covered by this Agreement shall receive eight (8) hours' pay at their regular straight time rates for each of the following Statutory Holidays, in addition to any wages which they may be in receipt of as enumerated in Article 3.06, Subsection (c) of this Agreement.
- | | |
|----------------------|--------------------------------|
| 1. New Year's Day | 8. Labour Day |
| 2. Family Day | 9. Thanksgiving Day |
| 3. Good Friday | 10. Remembrance Day |
| 4. Easter Monday | 11. Christmas Day |
| 5. Victoria Day | 12. Boxing Day |
| 6. Canada Day | 13. Floating Statutory Holiday |
| 7. B.C. Day | |

and one (1) other Holiday if declared by the Federal or Provincial Government.

9.02 The day observed or celebrated by the Nation or Province shall be considered the Holiday, with the provision that when Statutory Holidays fall on a Saturday or a Sunday, they will be celebrated on Monday, and when they fall on consecutive Saturday and Sunday or consecutive Sunday and Monday, they will be celebrated on the following Monday and Tuesday.

9.03 FLOATING STATUTORY HOLIDAY

The 13th guaranteed Statutory Holiday with pay shall be granted to all employees who qualify with the provisions contained in Article 9 of this agreement.

This floating holiday is to cover those situations where a regular Statutory Holiday falls on a Thursday and/or a Tuesday, and the Monday and/or Friday would be a regular working day, or where the Provincial and/or Federal Government declare a Statutory Holiday in addition to the twelve Statutory Holidays listed in Article 9.01 above. This Holiday would then be celebrated on the Monday or Friday, as the case may be.

In any calendar year where the preceding situation does not exist, a mutually acceptable day will be chosen.

The selected day will be posted on the shop bulletin board and celebrated on a plant-wide basis.

9.04 In order to qualify for eight (8) hours' pay for a Statutory Holiday as enumerated in Articles 9.01, 9.02 and 9.03, the employee must have:

- (a) Thirty (30) calendar days' employment with the Company.
- (b) Worked any part of 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 three (3) calendar months. The employee shall receive the difference between the W.C.B. payment and a regular day's wages.
 - (ii) The employee has been off work due to a bona fide illness for a period not in excess of three (3) calendar months. A doctor's note shall be submitted as proof. The employee shall receive the difference between the insurance payment and a regular day's wages.
 - (iii) The employee has been on temporary lay-off for less than two (2) weeks or was terminated within two (2) weeks of any designated holiday.
 - (iv) Where leave-of-absence has been approved and the employee has worked some time during the two (2) calendar weeks preceding the week in which the holiday occurs.

ARTICLE 10 - WAGES

10.01 Wages and Classifications shall be those agreed upon and set out in Appendixes attached hereto and forming part of this Agreement.

10.02 COST OF LIVING ALLOWANCE A Cost of Living Allowance shall be provided on the following basis:

(a) **Effective Date** A Cost of Living Allowance will become effective when the _____ C.P.I. (Vancouver) figures for _____ are exceeded by seven percent (7%).

(b) **Base Month** - _____ C.P.I. (Vancouver) - _____ Index published in _____.

(c) **Formula** - .3 movement in _____ C.P.I. (Vancouver) = .01 (1 cent) per hour

(d) **Adjusted** - Monthly

(e) **Definitions**

Effective Date The date the Cost of Living Allowance becomes payable.

Base Month The Consumer Price Index (Vancouver) for _____ will be used as the base month to calculate the increase in C.O.L.A. and amount to be paid after the increase specified in (a) above has taken place.

Formula is the negotiated relationship between movement in the _____ C.P.I. for Canada and cents per hour which results in the amount of the Cost of Living Allowance.

Adjusted means that the Cost of Living Allowance will be changed the first of the month following publication of the Consumer Price Index providing there is the required movement in the Index.

Roll In All amounts accruing under this provision shall be capped and rolled into the wage rates in effect on _____.

ARTICLE 11 - GENERAL PROVISIONS

11.01 Any employee suffering injury while in the employ of the Company must report immediately to the First Aid Department, or as soon thereafter as possible, and also report to this Department upon returning to work. A copy of the employee's accident report will be supplied to the employee on request. If the injured employee is not able to work the balance of the shift, the Company will pay such employees normal daily earnings for the day of the injury.

11.02 Free transportation to the nearest doctor or hospital and to the employee's home if required will be arranged by the Company.

- 11.03** A buzzer or other device to summon a First Aid Attendant will be provided where it is required to have First Aid Services.
- 11.04** Any employee being discharged for disobeying the rules of the Company will only be paid up to the time of discharge. Company rules shall be posted in a conspicuous place within the Plant.
- 11.05** No employee will be paid off until he produces a receipt for any Company-owned tools or equipment which have been issued to him.
- 11.06** A Notice Board will be provided for the posting of all official Union notices exclusively, and not to be used for disseminating political propaganda. All notices shall be submitted to a Company official for approval before posting.

11.07 TRAVEL TIME - LOWER MAINLAND

- (a) When an employee is required to work at points outside the City of **Surrey** he shall receive travelling time on the following basis:

Travel time during the employee's regular shift hours, Monday to Friday, inclusive, will be paid for at straight time.

Travel time authorized by the Company or the customer outside the employee's regular shift hours, Monday to Friday, will be paid for at time and one-half **for the first eight (8) hours and at straight time for any additional time to a maximum of four (4) hours** in any twenty-four hour period.

All travel time for Saturday and Sunday and any Holiday will be paid for at time and one-half **for the first eight (8) hours and at straight time for any additional time to a maximum of four (4) hours** in any twenty-four hour period.

He shall also be provided with fares, first-class accommodation, and board at no cost to the employee.

- (b) Employees required to drive vehicles (including employee cars) will be paid double rate for all time spent driving these vehicles outside regular hours of work.

This provision shall not apply when an employee is travelling by a public carrier or to or from a public carrier. Public carriers shall be defined as follows: buses, taxis, aircraft, trains, boats and any vehicles licensed to transport passengers and operated by a licensed operator. Buses, aircraft or boats that may be chartered or purchased by the Company to transport passengers must be operated by an operator holding a current appropriate license to do so.

(c) In going to work outside the City Limits of **Surrey** and returning daily, men shall be at such limits at the starting time, and allowed to return to such city limits at the close of the work day. They shall be paid all fares to and from the city limits to place of work, or alternatively be supplied with transportation by the employer. It is understood that where employees reside in the city where the work is being done, that they shall report to and finish work at the regular starting and stopping time.

(d) **Off-Premises Work** Employees engaged in overhaul and repair work performed off Company premises shall receive a premium five percent (5%) per hour over their regular wage rate for all hours worked off Company premises, except for work done on warranty and guarantee work within six (6) months of commencement of operation of the equipment. When exceptional circumstances exist, the Parties will discuss other arrangements.

However, where the above-referred-to work is ruled to be new construction, or where other construction unions affiliated with the Building Trades Council are involved, then the construction rates shall apply.

(e) Employees who are assigned and/or engaged or hired for installation of machinery, in conjunction with the Building Trades, shall receive the going construction rate of wages for the duration of that job. In addition they shall receive travelling time, fares, first class accommodation and board, as enumerated in the current Construction Agreement.

11.09 BEREAVEMENT PAY In the case of death in an employee's immediate family specifically, husband, wife, child, mother, father, step-mother, step-father, brother, sister, mother-in-law, father-in-law, grandparents or common-law spouse, spouse's grandparents, the Company will grant the employee two (2) days' leave-of-absence with his regular classification pay if he attends or arranges for the funeral or three (3) days if the funeral is held outside the Lower Mainland.

Bereavement pay will not apply when the employee is away from the company due to illness, WCB, vacation, or leave of absence.

11.10 JURY DUTY If an employee is called or selected for Jury Duty and/or called as a subpoenaed witness for the Crown, 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 for the Crown, as described above, the employee shall receive his regular pay while absent from work. If an employee is called for jury duty but not selected he will return to work within a reasonable length of time.

11.11 MOONLIGHTING The Company and the Union agree in principle to eliminate the practice commonly known as "moonlighting". The term "moonlighting" shall refer to an employee who regularly makes a practice of working for two or more employers and for the purpose of this Agreement, the term "moonlighting" shall also refer to employees who take employment of any sort during their annual vacation:

(a) When this practice affects the Company's business or the employee's ability to perform his job, it shall be cause for reprimand or dismissal.

- (b) When this practice affects the Union, the Company agrees to cooperate with the Union in reprimand and/or dismissal.

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

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

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

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

11.15 The Company will pay wages by direct deposit.

11.16 **SANITARY FACILITIES** Sanitary facilities shall be provided by the Company in accordance with the British Columbia Factories Act and the Regulations to the said Act. Employees will cooperate by observing the simple rules of cleanliness.

11.17 **WELDERS' GLOVES** The Company will supply welders' gloves to those employees working in this classification, at no cost to the employee. Welders' gloves will be replaced on acceptable verification of loss or damage.

Safety Boot Allowance - On the first paycheque in November the Company will pay One Hundred and Sixty (\$160) to all qualifying employees as reimbursement for W.C.B. approved safety footwear purchased during the period. In order to qualify, an employee must have worked 6 months in the period. There is no longer a need for receipts.

In those areas where there is significant wear and tear on footwear (working with stainless steel etc.) an additional Fifty (\$50.00) will be provided for a second pair of WCB approved safety footwear.

Coveralls - The company will pay the cost of providing and cleaning up to three (3) pairs of employee coveralls per week.

Safety Glasses - The Company will provide safety glasses for those who require them. Each employee required to wear prescription safety glasses shall be reimbursed by the Company for the cost of prescription safety glasses damaged during work up to a maximum of two-hundred dollars (\$200.00) per year. To claim reimbursement, a receipt or other proof of purchase must be presented.

11.18 COURSE TUITION AND TEST FEES The Company will pay tuition fees for courses, and test fees, for those courses and tests pertaining to the trade of the employees covered by this Collective Agreement. The employees shall make a request to the Company for the Company's approval before taking such courses or tests. Such approval shall not be unreasonably withheld.

If an employee is required to write First Aid exams during a regularly scheduled shift, he shall be given the required time off without loss of pay.

11.19 COFFEE CONSUMPTION Coffee consumption will be allowed in each half shift, during working hours. Wherever practicable operations will continue.

11.20 EMPLOYEES WORKING ALONE No employee covered by this Agreement shall be required to operate a machine while alone on any shift or any overtime work.

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

11.21 LEAVE-OF-ABSENCE Upon written request of an employee, the Company may grant a leave-of-absence without pay for justifiable reasons. Said leave-of-absence not to exceed three (3) calendar months. Any leave granted hereunder shall be in writing and a copy given to the Shop Steward. During the term of any leave-of-absence granted to an employee, the employee shall not perform work of any nature for wages, and performance of any such work may result in immediate termination of leave-of-absence and employment with the Company. This will not apply to leave-of-absence relating to Union business.

11.22 LOSS OF TOOLS The Company will repair or replace employees' personal tools which have been listed by the employee, the list to be deposited with the Company, in cases where it can be verified that the tools were lost, damaged or stolen other than by employee negligence during, or in connection with the employee's employment duties.

11.23 SPRAY PAINTING & SANDBLASTING Employees employed over two (2) hours per day at spray painting or sandblasting will be paid Forty cents (\$.40) per hour in addition to their regular classified rate.

11.24 USE OF EMPLOYEE CARS Employee vehicles can be used on Company business only if authorized by the Company.

When an employee vehicle is used on Company business the employee will be reimbursed **at the current CRA posted Vehicle Allowance rate.**

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

Both Parties involved should confirm that adequate vehicle insurance is carried (to and from work for most situations or business coverage for extensive use) before using personal vehicles on Company business.

11.25 **METRIC TOOLS** The Company will supply metric tools as required by the Company.

11.26 **FIRST AID ATTENDANTS**

First Aid Attendants will be paid \$ 1.10 per hour over classification rate.

The Company will pay tuition costs and regular wages for employees who take the prescribed course to attain a Level II certification. Employees who wish to take this course and who have not previously held a Level II certificate must first obtain a Level 1 qualification on their own time.

The Company reserves the right to select which employee will be permitted to take the course.

11.27 **DEFINITION OF SPOUSE** - For the purposes of this collective agreement and attendant benefit plans, the terms "**spouse**", "**wife**" and/or "**husband**" shall mean a person to whom an employee is legally married or a person with whom the employee has lived in a husband and wife manner for a continuous period of at least one year. An employee may not claim to have both a spouse to who he/she is legally married and a spouse with who he is in a common-law relationship.

ARTICLE 12 - MEDICAL CARE PLAN

The Company shall pay 100% of the premiums of the Medical Services Plan of B.C. as provided by the Medical Services Act of British Columbia. All employees shall be covered by this Plan commencing with the first (1st) day of the month following the date of employment.

12.01 **Employee Assistance Plan**

The company will provide strictly confidential employee counselling when requested.

ARTICLE 13 - INSURANCE AND DENTAL PLANS

13.01 **International Association of Machinists and Aerospace Workers, Vancouver Lodge 692**

Insurance Plan - The Company shall pay the full premium cost of the Machinists, Lodge 692 Insurance Plan to provide the following coverage for all employees. An employee will become eligible and shall be covered by the Plan on the 1st day of the month following commencement of employment.

Life Insurance	\$60,000
A.D. & D. Insurance	\$60,000
Weekly Indemnity*	\$600.00 (1-4-26) In the event that an employee qualifies for weekly indemnity the three-day waiting period would be reimbursed at the negotiated wage rate once the employee has been off work for ten (10) continuous working days.
Drug card	Provided

Eye examinations	100% coverage
Orthotics	\$300/yr

13.02 Vision Care Plan

The company will provide Pacific Blue Cross Family Vision Care providing \$300.00 per person per (24) twenty-four month period.*

Dental Plan - LODGE #692 DENTAL PLAN as follows:

Coverage:

Basic Dental	100%
Prosthetic Appliances, Crowns and Bridges	50% to a maximum of \$2000.00 annually per family member; combined A & B.
Contribution	The Company shall pay 100% of the premium cost of the Dental Plan
Participation	A condition of employment.

ARTICLE 14 - BENEFIT COVERAGE WHILE OFF WORK

If a covered employee is off work due to injury the Company will, for twelve (12) months, pay the premiums for the employee's Medical, E.H.B., Insurance and Dental Plans. If the employee wishes to be covered for an additional six (6) months he may do so by paying 100% of the premium through the Company office.

If a covered employee is off work due to illness the Company will, for six (6) months, pay the premiums for the employee's Medical, E.H.B., Insurance and Dental Plans. If the employee wishes to be covered for an additional six (6) months he may do so by paying 100% of the premium through the Company office.

ARTICLE 15 - PENSION PLANS

15.01 International Association of Machinists and Aerospace Workers, Vancouver Lodge 692

Contributions shall be paid by the Company to the **Machinists Pension Plan Lodge 692** (formerly referred to as The Machinists Lodge 692 Pension Plan) for all employees of the Company covered by this Collective Agreement on the basis set forth below in this article.

All such employees newly hired shall commence to pay employee contributions to the said Plan immediately after the expiration of three (3) months' employment with the Company.

The Company will pay contributions as follows:

April 1, 2013 A one time contribution of \$200.00 for each employee's employer portion of their Pension Plan.

April 1, 2013 \$2.45 for each hour earned
April 1, 2014 \$2.55 for each hour earned
April 1, 2015 \$2.65 for each hour earned
April 1, 2016 \$2.75 for each hour earned

The employee will pay contribution as follows:

April 1, 2013 \$0.95 for each hour earned
April 1, 2014 \$1.00 for each hour earned
April 1, 2015 \$1.05 for each hour earned
April 1, 2016 \$1.15 for each hour earned

ARTICLE 16 - APPRENTICES

16.01 Apprentices on completion of their probationary period of ninety (90) days, shall form part of this Bargaining Unit, and shall be required to become and remain members of the Union while covered under this Collective Agreement. Union dues shall be deducted from the date of hire as per Article 1.05.

16.02 Apprentices shall be entitled to all conditions of the Collective Agreement with the exception that:

- (a) Apprentices will be granted seniority on the basis of one-half the required Term of Apprenticeship.
- (b) Apprentice plant seniority for the purpose of vacations, Statutory Holidays, etc., shall be based on their date of hire.

16.03 Apprentice wage rates shall be as set out in Appendix "B".

16.04 When Apprentices attend authorized training classes in their trade during normal working hours, the Company will make up the difference between their regular rate of pay and Government subsidies the Apprentice may be in receipt of.

16.05 Apprentices shall not be required to work alone in the field until the final year of Apprenticeship.

16.06 Apprentices can be required to take orders from the Journeyman with whom they are working as well as the regular Company Supervisor.

16.07 **APPRENTICE RATIO** The maximum number of Apprentices to Journeymen in the shop shall not exceed:

4 Journeymen - 1 Apprentice.

The above Apprentice ratio may be increased only on mutual agreement between the Parties to this Agreement and the Apprenticeship Branch of the Ministry of Labour of British Columbia.

- 16.08** An Apprentice having served his required time at the trade, and having passed the necessary examinations, will automatically be classified as a Journeyman and paid rates and conditions as enumerated in this Agreement for the Journeyman Classification.
- 16.09** During the term of this Agreement the Parties will meet at least every six (6) months to discuss and implement improvements to Apprenticeship training.

ARTICLE 17 - SAVINGS CLAUSES

- 17.01** No provision of this Agreement shall be used to remove working conditions or reduce wages presently in force.
- 17.02** **ARTICLE HEADINGS CLAUSE** The Article Headings of this Collective Agreement shall be used for the purpose of reference only, and shall not be used as an aid in the interpretation of this Agreement.
- 17.03** The Company reserves the right to pay higher wages than the minimum provided herein. However, where off-schedule rates are applied it shall be at the discretion of the Company to maintain or cancel as circumstances warrant.
- 17.04** It shall not be a violation of this Collective Agreement if Members of this Union respect and/or honour a legal picket line.
- 17.05** Should any part hereof or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently-enacted legislation, or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and such remaining portions shall continue in full force and effect.
- 17.06** **WORK RETENTION AND SUB-CONTRACTING** Where the Company's facilities, space and trained personnel are available, the Company shall endeavour to continue to have all work which is presently performed by employees of the Bargaining Unit, retained and performed by employees of the Bargaining Unit. Where work must be performed by others, the Company shall endeavour wherever possible to have its sub-contract work performed by a union shop.
- 17.07** **SAFETY COMMITTEE** It is mutually agreed that a Safety Committee consisting of employees selected by the Union will meet with a management representative or representatives not less frequently than once a month. Minutes of such meetings will be posted on the Notice Board, and a copy sent to the Union and the Compensation Board.

ARTICLE 18 - TECHNOLOGICAL CHANGE

In the event the Company proposes the introduction of new equipment in its' operation requiring specialized training, the Company shall notify the Union in writing one (1) month in advance and post such notice on the Bulletin Board.

The Company shall give employees, at the time of installation, in order of seniority in the affected classification the opportunity to operate and/or train to operate the equipment provided such employees have the basic qualifications and ability to fill the position.

In the event of termination of seniority as a result of technological change, the affected employee shall be eligible for severance pay of one (1) week's pay for each year of continuous service, to a maximum of ten (10) weeks' pay. Severance pay shall not be applicable under this Article when an employee resigns, retires, is discharged for cause. Employees receiving any severance payment prior to the expiry of their right to recall period shall forfeit seniority rights under this Agreement.

Where technological change results in displacement of a significant number of employees from employment with the Company. The company will cooperate with Canada Manpower training facilities to train such employees, if there are job openings with the Company, and such employees have the necessary potential to fill the positions.

ARTICLE 19 - SEVERANCE PAY FOR PERMANENT PLANT CLOSURE

- 19.01** (a) Employees on the seniority list, who have two (2) or more years of service with the Company, who are terminated because of plant closure, relocation, restructure, merger or consolidation, shall be entitled to severance pay of one (1) weeks' pay for each completed year of service thereafter in increments of completed months of service to a maximum of twenty (20) weeks pay. Employees who leave before the announced closing date will receive one-half of their entitlement.
- (b) An employee receiving severance pay before the end of his right to recall period, shall forfeit all seniority rights accruing to him under this Agreement.
- (c) This Article does not apply when an employee retires, or is discharged for cause.

19.02 EARLY RETIREMENT The Company will post a notice inviting applications for the early retirement option should it anticipate a downturn in business. For clarity, this will occur when, during any three month period, the Company expects to make layoffs in the majority of classifications. This notice will remain posted for Fifteen (15) days during which time two (2) employees with the greatest seniority in the affected classifications, and who age plus years of service equal seventy (70) or more, may request the early retirement package. Any other employee who has reached the number seventy (70) may apply but entitlement will be awarded at the employer's discretion. The early retirement rate will be provided at the employee's hourly rate times 400 hours.

ARTICLE 20 – SEVERANCE/TERMINATION OF EMPLOYMENT

An employee who is permanently laid off, or otherwise terminated (except for just cause) will receive severance or be given notice as follows:

From six (6) months to two (2) years of service: Two (2) weeks' severance or notice or combination up to two (2) weeks

For each additional completed year of service: One (1) week severance or notice, or a combination, to a maximum of eight (8) weeks.

An employee must claim severance and waive recall rights within four (4) weeks of layoff or accept recall rights in lieu of severance. "Year of service" shall be interpreted to mean the number of completed year of service between the date of hire and the date on which the employee's job ceases.

ARTICLE 21 - DURATION OF AGREEMENT

21.01 This Agreement shall be in full force and effect from and including April 1st, **2013** to and including March 31, **2017**, subject to the right of either Party to this Collective Agreement, within four (4) months immediately preceding the date March 31st, **2017** or immediately preceding the anniversary date in any year thereafter, by written notice to the other Party, require the other Party to commence collective bargaining with a view to the conclusion of a renewal or revision of the Collective Agreement or a new Collective Agreement.

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

21.02 During the life of this Agreement, or while negotiations for a further Agreement are in progress, there shall be no strikes or stoppage of work on the part of the Members of the Union, or any lockout of employees on the part of the Company.

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

DATED AT, _____ B.C., this _____ day of _____, 2013.

**International Association of
Machinists and Aerospace Workers
Vancouver Lodge #692**

Carmanah Design & Mfg., Inc.

Business Representative

Chief Operations Officer

Shop Steward

Operations Manager

APPENDIX "A1"

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

WAGE RATES AND CLASSIFICATIONS

Effective	<u>1 April 2013</u>	<u>1 April 2014</u>	<u>1 April 2015</u>	<u>1 April 2016</u>
JOURNEYMAN TRADESMAN (Machinists Fitter, Engine Fitter)	\$33.95	\$34.63	\$35.32	\$36.20
PROBATION JOURNEYMAN 1 – 3 Months	\$30.49	\$31.10	\$31.73	\$32.52
*PRODUCTION MACHINISTS	\$31.18	\$31.80	\$32.44	\$33.25
*PRODUCTION FITTER				
SPECIALIST	\$29.39	\$29.98	\$30.58	\$31.34
MOBILE EQUIPMENT OPERATOR (Full-Time) (over 4 tons capacity)				
STORESWORKER	\$25.22	\$25.72	\$26.23	\$26.89
HELPER AND TOOL CRIB ATTENDANT	\$24.08	\$24.56	\$25.05	\$25.68
LABOURER (General Plant Cleanup)	\$18.74	\$19.11	\$19.49	\$19.98
STUDENT (With previous Carmanah Experience)	\$15.01	\$15.31	\$15.62	\$16.01
(With no previous Experience)	\$12.00	\$12.24	\$12.48	\$12.79

Helpers, labourers & Students who were receiving rates over those listed above shall continue to receive those rates plus any negotiated increases.

CHARGE HAND (above employee's Regular job rate)	7%	7%	7%
LEAD HAND (above employee's Regular job rate)	4%	4%	4%

APPENDIX "A2"

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

WAGE RATES AND CLASSIFICATIONS

Effective	<u>1 April 2013</u>	<u>1 April 2014</u>	<u>1 April 2015</u>	<u>1 April 2016</u>
WELDER – with C.W.B. "All –Position" Ticket or equivalent	\$32.35	\$33.00	\$33.66	\$34.50
LAYOUT BURNER	\$30.42	\$31.03	\$31.65	\$32.44
FITTER WELDER	\$30.42	\$31.03	\$31.65	\$32.44

Present employees when working in these Classifications in their own Company or with another Company, member of the Metal Industries Association, within their seniority retention period, will maintain their present wage rate and will receive the increases applying to those rates.

The present Production-Welders will be paid and will receive the same increases as other Production Classifications in Appendix "A1".

Classification definitions – Appendix "C"

APPENDIX "B"

APPRENTICES

FOUR YEAR APPRENTICESHIP

Start to 12 months 65% of Journeyman Rate
3rd 6 months 70% of Journeyman Rate
4th 6 months 75% of Journeyman Rate
5th 6 months 80% of Journeyman Rate
6th 6 months 85% of Journeyman Rate
7th 6 months 90% of Journeyman Rate
8th 6 months 95% of Journeyman Rate

FIVE YEAR APPRENTICESHIP

Start to 6 months 55% of Journeyman Rate
6 months to 12 months 60% of Journeyman Rate
12 months to 18 months 65% of Journeyman Rate
18 months to 24 months 70% of Journeyman Rate
24 months to 30 months 75% of Journeyman Rate
30 months to 36 months 80% of Journeyman Rate
36 months to 42 months 85% of Journeyman Rate
42 months to 48 months 90% of Journeyman Rate
48 months to 60 months 95% of Journeyman Rate

The above percentages will remain in effect for the duration of the government subsidy program. If the subsidy program is removed new Apprentices will begin training under the Department of Labour wage scale.

APPENDIX "C"

CLASSIFICATIONS

For the purpose of this Agreement the various Classifications are defined as follows:

A Charge Hand is an employee who is assigned to instruct others in the performance of their work and may be held responsible for the quality and quantity of the work.

A Lead Hand is an employee who is able and willing to instruct others in the performance of their work, or who because of exceptional skill and ability or the nature of his work is so recognized by the Company.

A Tool and Die Maker is a Machinist, who has acquired sufficient skill and knowledge to produce, repair and maintain, with or without drawings, tools, dies or jugs, or do appropriate development work on tools, dies, or jigs.

A Journeyman must possess the ability and qualifications to carry out any work in this trade as required by the Company with the aid of issued drawings or relevant information.

The classification of Journeyman-Tradesman shall apply to those employees who are or become certified in their trade, plus those employees who are, in the opinion of the Company, proficient to perform the required work in the trade.

Employees who are not classified as Journeyman-Tradesman and who claim they are proficient to perform the work required in the trade may ask and be given a test as arranged in conjunction with the Union, Companies and the Ministry of Labour, PROVIDED they can fulfil the requirements of the International Association of Machinists and Aerospace Workers Constitution and the By-Laws of Vancouver Lodge 692.

A Probationary Journeyman is one whose ability and qualifications to carry out any work in his trade are unknown to any employer on the lower mainland or Vancouver Island at the time of employment. Three (3) months' probationary period will allow him to train up to Journeyman standards, during which time he will become a Journeyman, reclassified or terminated.

Production Machinist, Production Fitter classifications are for those employees unable to meet Journeyman standards. These classifications do not come into being until April 1, 1968. In the interval period the Companies signatory to this Agreement and Vancouver Lodge 692, International Association of Machinists and Aerospace Workers Business Representatives will cooperate with the Ministry of Labour to secure trades tests for upgrading purposes of the production classifications.

A Specialist is an employee who is employed in some branch or subdivision of the Machinist Trade; or an employee who performs some particular line of work commonly recognized as work connected with the Machinist Trade or the metal industry; e.g. repetitious work on turret lathes, drill presses, do-all saws, or other similar machines, operation of forklifts and crane, sandblasting, steam cleaning, painting and grinding. A Specialist will not be employed to displace a Journeyman.

A Helper is an employee working in the machine or metal industry in any of its branches or subdivisions and assigned to assist a Journeyman in the Machinist Trade in the performance of his duties.

A Layout-Burner is an employee who is required to do routine layout and burn by hand and/or machine, with a minimum of supervision.

A Fitter-Welder is an employee who is required to fit and weld structural and miscellaneous fabrications.

Students Students may be employed in the shops during the summer vacation period and will be limited to two students for each shop where practical.

Their duties shall be general clean-up, stock room or crib assistants, or other similar duties.

They shall not displace any Member of the Bargaining Unit nor shall they be employed when any member of the Bargaining Unit is on layoff.

They shall as a condition of employment pay Union dues while so employed.

Labourer (General Plant Cleanup). Will not be employed to displace Helpers

A Storesworker is an employee who will generally perform the duties involved in receiving, shipping, tagging, and other warehouse duties

LETTER OF UNDERSTANDING
SUBCONTRACTING COMMITTEE
CARMANAH DESIGN AND MANUFACTURING INC.

AND

**INTERNATIONAL ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS, LODGE NO. 692**

Background:

The competitive nature of the industrial equipment manufacturing business requires that CARMANAH find innovative ways to produce parts at the lowest possible cost. As part of this approach CARMANAH makes strategic use of subcontract partners who may specialize in particular manufacturing disciplines. The Subcontracting Committee will facilitate ongoing, constructive joint discussions in matters pertaining to subcontracting issues that may impact bargaining unit employees.

Objective:

To provide a forum where decisions regarding subcontract manufacturing can be reviewed, particularly where this involves manufacturing processes that may be performed at CARMANAH. Meetings may also provide an opportunity for the shops to compete with subcontractors where parts are destined for manufacture outside CARMANAH.

Composition

The committee is composed of six (6) persons or their designates:

- Manufacturing Manager - chair
- Production Manager
- Materials or IE Manager
- Senior Shop Steward
- Two (2) bargaining unit employees

Schedule

The committee will meet at least quarterly, or when called by either party.

Limitations

Regardless of the outcome of the committee discussions, either party reserves the right to grieve under section 17.06.

DATED AT, _____ B.C., this _____ day of _____, 2013.

**International Association of
Machinists and Aerospace Workers
Vancouver Lodge #692**

Carmanah Design & Mfg., Inc.

LETTER OF UNDERSTANDING
APPRENTICE RETENTION
CARMANAH DESIGN AND MANUFACTURING INC.
AND
INTERNATIONAL ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS, LODGE NO. 692

The parties acknowledge that Apprentices have historically been retained in employment until such time as they complete their Trades Qualifications and become Journeypersons. Thereafter, as per the Collective Agreement Article 16.02(a), Apprentices are granted seniority on the basis of one-half of the term of the apprenticeship.

As clarification of this provision, the parties agree as follows:

1. Where layoffs become necessary it is agreed that Apprentices are a protected classification, provided that the ratio of one (1) Apprentice to four(4) Journeypersons is maintained.
2. In the event of layoff within a classification, no Apprentice will be laid off, unless the ratio of one (1) Apprentice to four (4) Journeypersons will be exceeded as a result of retention of the Apprentice.
3. Nothing in the Letter of Understanding shall preclude the employer from dismissing an Apprentice for just cause, subject to the provisions of the Collective Agreement.

DATED AT, _____ B.C., this _____ day of _____, 2013.

**International Association of
Machinists and Aerospace Workers
Vancouver Lodge #692**

Carmanah Design & Mfg., Inc.
