

Collective Agreement

between

Sunrise Engineering & Mfg Inc.

and

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

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COLLECTIVE AGREEMENT

BETWEEN: **Sunrise Engineering & Mfg 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 *September 1, 2012* and named for reference the SUNRISE ENGINEERING & MFG INC and INTERNATIONAL ASSOCIATION OF MACHINISTS and AEROSPACE WORKERS LOCAL LODGE NO. 692 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 Bargaining Agency The Company recognizes the Union as the sole bargaining agency for its employees, as duly Certified under the Labour 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 Access to Company Premises Representatives of the Union will have access to the Company's shops or yards **so long as the employees are not caused to neglect their work for an extended period of time. This request will not be denied unless there are safety concerns or other bona fide reasons.**

For the purpose of this article an extended period of time shall be defined as over ten (10) minutes.

1.03 Union Shop 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 Labour 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.

1.04 Dues Check-Off 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 Labour 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. All such monies deducted shall be recorded on the employees T4 slip for income tax purposes.

1.05 New Employees 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.

1.06 Dues and Other Remittances 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.

- 1.07 Employee Definition** 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 & without restricting the generality of the foregoing shall not include foremen & those having authority to hire or discharge employees, office workers, supervisory officials, salesmen, and draftsman
- 1.08 Human Rights** The Parties agree there shall be no discrimination, interference, restriction, coercion, harassment, intimidation, or any disciplinary action exercised or practiced 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 1.08 (a) a level in the grievance procedure is waived, no other level shall be waived except by mutual agreement.

ARTICLE 2 - MANAGEMENT

- 2.01 Management Rights** The management and operation of the plant and the direction of the working force are vested exclusively in the Company.
- The Company shall have the right to establish, change, maintain, enforce rules and regulations to assure orderly plant operations, it is understood that such rules and regulations shall not be in conflict with the provisions of this agreement. The Company shall post on its bulletin boards and provide each employee with a printed copy of all such rules and regulations and all changes. The Company shall furnish the union a copy of such printed matter directed at employees covered by this agreement.
- 2.02 Discipline, Promotion, Transfers** 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 Hiring Procedures** The right to hire employees is vested in the Company, provided in the case of new vacancies, the Union is notified in advance and will have the opportunity to provide the Company with suitable applicants.

ARTICLE 3 - HOURS OF WORK AND OVERTIME

- 3.01 Starting, Stopping & Meals** 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 Hours of Work** 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, worked between the hours of 6:00 A.M. to 6:00 P.M. Machinist, Mechanic/Millwright, Fabricator/Welder classification, the hours of work shall be from 6:00 a.m. to 2:00 p.m. unless by mutual agreement the start time may be changed.

3.03 Second Shift If a second shift is employed, the hours of work shall be nine and three quarter (9 3/4) hours per shift, for which ten (10) hours will be worked between 2:00 p.m. and 11:45 p.m. Employees working this shift shall be paid a premium of one dollar (\$1.00) per hour for all hours worked.

3.04 In the event that it becomes necessary to create a shift pattern which is different from those referred to in 3.02 and 3.03 above, then the Company will discuss the same with the Shop Steward and/or the Union, and the Parties. The shift premium shall be ten percent (10%) of the employee regular wage rate.

In the event that it becomes necessary to modify the existing afternoon shift to a twelve (12) hour shift that is from 6:00 p.m. to 6:00 a.m. or 4:00 p.m. to 4:00 a.m., instead of 10% premiums the rate of pay shall be applied as follows:

- a) If it occurs on Monday, Tuesday, Wednesday, or Thursday the rate shall be:
- | | |
|--|-------------------|
| 6:00 (or 4:00) p.m. to 12:00 p.m. | Regular Time |
| For 1 hour after 12:00 p.m. | Time and One Half |
| Remaining hours till 6:00 (or 4:00) a.m. | Double Time |
- b) If it occurs on Friday, Saturday or Sunday the rate shall be Double Time for all hours worked.

3.05 Shift Change All employees may have to participate in shift change as arranged by the Company when business workloads increase. Any employee may choose to take a steady second shift upon agreement between affected employee and the Company.

3.06 Work Week Five (5) shifts, Monday to Friday inclusive shall constitute a regular week's work. For the ten (10) hour second shift Monday to Thursday shall constitute a regular week's work.

3.07 Overtime Entitlement 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) For an eight (8) hour shift overtime shall be paid at the rate of time and one-half for the first two (2) hours immediately following, or preceding, the regular shift exclusive of meal period and double time thereafter in any one (1) day.

For a ten (10) hour shift overtime shall be paid at the rate of time and one-half for the first hour immediately following or preceding, the regular shift and double time thereafter in any one (1) day.

All overtime worked by any employee beyond eight (8) hours overtime in one (1) calendar week shall be paid for as double time.

- (b) Double Time shall be paid for all work performed on Sundays
- (c) Double time for all work performed on Statutory Holidays as enumerated in Article 10 of this Agreement.
- (d) Unless otherwise authorized by the Employer, employees that do not work all their regularly scheduled shifts in a workweek, due to unauthorized absences will lose any overtime work opportunity for the Saturday and Sunday ending that workweek. Any Family days beyond the number of days as allocated by the Employment Standards Act of B.C. shall be considered as unauthorized.

- (e) Should an employee (s) be requested to work during their scheduled vacation period they shall be paid time and one-half (1 ½) rate for such day (s) for the first eight (8) hours and double time (2x) rate thereafter.

The exception to the time and one-half (1 ½) rate is enumerated in subsection (a) of this article.

The employee (s) will re-schedule their vacation day (s) or put the hours back into their vacation hour total. Approval of re-schedule is required by both parties.

In no case will the employee receive both vacation (s) and time and one-half (1 ½) or double time (2x) pay for the same day.

- (f) If an employee (s) agrees to work overtime on the day before their regular scheduled day off and the company cancels the overtime, the company will pay the employee (s) involved two (2) hours pay at the appropriate overtime rates unless the overtime is cancelled prior to the employee (s) leaving the premises.

Note: If an employee works on a Statutory Holiday as provided for in Article 10.01, 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 10.01.

3.08 Early Call-In Employees called in before the regular starting time shall be paid an additional ten percent (10%) of his regular rate for all hours worked prior to their starting time.

3.09 Call Time All employees called in to work after normal shift hours during the week shall be guaranteed three (3) hours pay at applicable overtime rates. Employees called in to work Saturdays, Sundays and Statutory Holidays shall be guaranteed four (4) hours pay at applicable overtime rates, plus any Statutory Holiday Pay that is applicable.

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

This section shall not apply in the event of an emergency situation i.e., power failure, flood, fire beyond control of the Company.

3.10 Overtime Work If overtime work is required, the Company shall assign first overtime to the employee who is working on the job at that time, and second in order of seniority by those employees who have the ability to perform the work. Employees shall have the right to refuse overtime and this refusal shall in no way affect their rights to future overtime.

3.11 Work During Lunch Period If an employee is required to work during his regular lunch break period, he shall receive applicable overtime rates in the event that he is not allowed within one-half hour his full lunch period to consume his meal.

3.12 Overtime Meals Employees who are requested to work more than two (2) hours overtime after completion of their regular shift or their overtime shift will be provided to a maximum of **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. Up to a maximum of fifteen (15) minutes shall be granted to consume a meal without loss of pay. **At the company's discretion a meal can be provided in lieu of the fifteen dollar (\$15.00) allowance.**

Meal allowance will not be paid if the overtime was scheduled on the previous day.

3.13 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.

3.14 Minimum Daily Hours

(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 or eight 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.

3.15 Notice of Shift Change When it is necessary for an employee to be transferred from one shift to another shift, said shifts will continue for a minimum of three (3) consecutive normal working days, or the overtime rates as provided for in this Agreement will apply. Such overtime rates shall not apply where an employee requests and is granted return to his previous shift within the three (3) day period.

ARTICLE 4 - WORKING CONDITIONS

4.01 Instruction Procedure Employees shall take orders from only their respective Foreman, or from the Production Manager when foremen are not immediately available.

4.02 Company Rules 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 Leave During Work Hours Employees will not absent themselves from work without advising the Management. Employees will not leave the plant during their working hours without permission. Failure to obtain permission shall be cause for discipline.

- 4.04** **Conflict of Interest** Employees shall not work for or be involved in ownership of any other business that provides a service or product which competes in any way with the service or products produced by the Company. Furthermore, no employee shall be engaged in remunerative work which results in conflict or availability for regular shift work, or reduces the employees performances or efficiency of work at the Company.

ARTICLE 5 - GRIEVANCES AND COMPLAINTS

- 5.01** **Grievances** 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, within seven (7) days, to an Arbitration Board as hereafter provided.
- (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** Any warning, reprimand, or discipline which the Company wishes to place on an Employee's file or upon which the Company wishes to rely as part of the Employee's Work Record will be documented in writing, and a copy of any such document shall be provided to the Employee within seven (7) days of the occurrence which it documented.
- 5.03** If the Company asks an Employee to attend a meeting for the purpose of reprimanding or disciplining the Employee, the Employee shall have the right to have a Union Representative present at the meeting.
- 5.04** Any discipline, letter of reprimand, or adverse reports on an employee's file will not form the basis of further disciplinary action provided that the employee has not had a further infraction for a period of 24 months from the date of the last letter or report, and the Company agrees not to introduce as evidence in any grievance arbitration any document from the file of an employee more than 24 months old, provided that there has not been a further infraction.

ARTICLE 6 - ARBITRATION

- 6.01** The party desiring arbitration shall submit a list of four (4) Arbitrators and shall notify the other party in writing of the name and address of the persons so nominated and particulars of the matter in dispute.

- 6.02** The party receiving the notice shall within five (5) days thereafter notify the other Party of its selection, if any from the Arbitrators submitted.
- 6.03** Failing agreement, the two (2) parties shall confer to select an Arbitrator and failing for three (3) days to agree upon a person willing to act, either of them may apply to the Honourable Minister of Labour, to appoint an arbitrator.
- 6.04** The Arbitrator shall sit, hear the Parties, settle the terms of the question to be arbitrated, and make an award within ten (10) days from the date of the appointment. This time may be extended by agreement of the Parties.
- 6.05** If the Arbitrator 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 that the employee had been in receipt of wages during the period between discharge, suspension or layoff and reinstatement, the amount so received shall be deducted from wages payable by the employer pursuant to this Clause.
- AND PROVIDED THAT** the Arbitrator shall have authority to order the Employer to pay less than the full amount of wages lost if, in the opinion of the Arbitrator, such lesser sum is fair and reasonable.
- 6.06** The Arbitrator shall have the power to determine whether a particular issue is arbitrable under this Agreement.
- 6.07** If the award of the Arbitrator is subsequently set aside by a court of competent jurisdiction, the question shall, at the request of either Party, be submitted to another Arbitrator appointed pursuant to and with all the powers provided by this Clause.
- 6.08** The expenses and remuneration of the Arbitrator shall be paid by the Parties in equal shares.
- 6.09** Without restricting the specific powers hereinbefore mentioned, the Arbitrator shall have all the general powers of an Arbitration Board.
- 6.10** Upon mutual agreement, the parties may utilize a three (3) person panel of arbitrators. In such case each party shall appoint a designate within five (5) days and the two designates selected shall agree upon a Chairperson within five (5) additional days. Failing agreement upon a Chairperson, the parties shall apply to the Honourable Minister of Labour as outlined in 6.03 above.

ARTICLE 7 - SENIORITY

- 7.01** **Seniority List** Upon request the Company will, every twelve (12) months, provide the Union and the Shop Steward with an up-to-date list of all employees covered by this Agreement showing their classification and the date when each commenced employment with the Company.
- 7.02** **Probation Period** When a new employee is hired, it is agreed that he shall be on probation for three (3) months and during this period seniority will not be applicable. When the probationary period is completed, seniority will commence from the date of hiring. The probationary period may be extended by mutual agreement between the Company and the Union.
- 7.03** **Probation on Re-Entry** An employee re-entering the employ of the Company prior to the expiration of the employee's recall period will not be subject to another probationary period.

7.04 Lay-Off 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, and ability.

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 but not accumulate seniority for the following periods.

Period of Seniority:

- | | |
|-----------------------------------|-----------------------|
| - less than 12 months | - 3 months retention |
| - over 12 and less than 24 months | - 6 months retention |
| - over 24 months | - 12 months retention |

7.06 Recall & Vacancies 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, and ability. 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 Job Posting When a new job is available within the bargaining unit the company will place a notice of such vacancy on an appropriate notice board. 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.

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

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

- (a) A compensable accident.
- (b) Temporary illness or non-occupational accident not exceeding seventeen (17) weeks.

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

- (a) Temporary illness or non-occupational accident, exceeding seventeen (17) weeks.
- (b) Authorized leave-of-absence.

7.11 Seniority Broken 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 five (5) days after notification to return to work unless failure proved to be unavoidable.

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

7.12 Recall bypass If the work available requires recalling an employee for less than three (3) weeks, the affected employee shall be given the option of accepting less than three (3) weeks work or taking a bypass for that particular call. In the case of an out-of-seniority recall, the Shop Steward shall be advised.

If, then, an employee is hired out of seniority, that employee shall remain employed until the specific job he was hired to do is complete or forty (40) hours of work is complete, whichever comes first.

The Company shall again contact the senior employee and offer the position to him.

ARTICLE 8 NOTICE OF LAYOFF OR PAY IN LIEU

8.01 The Company shall not lay off an employee without giving the employee, in writing, at least

- (a) Two (2) weeks notice where the employee has completed a period of employment of at least six (6) consecutive months.
- (b) After completion of employment of three (3) consecutive years, one additional weeks notice and for each subsequent completed year of employment, an additional week's notice up to a maximum of eight (8) weeks notice.
e.g. Three years service, three weeks notice;
Four years service, four weeks notice.
- (c) The period of notice shall not coincide with the employees annual vacation.
- (d) When the Company lays off an employee and fails to comply with subsection (1) the Company shall pay the employee one weeks pay for each week of notice required.
- (e) Where the Employee continues to be employed after the expiry of the period of notice given under subsection (1) the notice is without effect.
- (f) Where the Company temporarily lays off an employee and the layoff exceeds a temporary layoff as defined below, the employee shall be deemed to have been laid off at the commencement of the temporary layoff and the Company shall pay the employee in accordance with Section 8.01 (d).
- (g) Payment under this section does not relieve the Company from making any other payment to which the employee is entitled.

8.02 Notice Not Required Section 8.01 does not apply when an employee is dismissed for proper cause, quits, or has refused reasonable alternative employment with the Company.

8.03 Interpretation In Section 8.00 "layoff" includes a layoff of an employee from employment other than a temporary layoff.

"Temporary layoff" shall be defined as not more than thirteen (13) weeks of layoff in a period of twenty (20) consecutive weeks.

"Week of layoff" means a week in which the employee earns less than fifty percent (50%) of his weekly wages at his regular rate.

"Weeks pay" means the employee's current rate times forty hours.

ARTICLE 9 - VACATIONS

9.01 Vacation Entitlement Employees shall receive vacation with pay for each vacation period shown below or the applicable percentage of gross earnings for the calendar year immediately preceding the vacation period, whichever is greater.

<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 4 years	2 weeks	4 %
- 4 years but less than 8 years	3 weeks	6 %
- 8 years and over but less than 15 years	4 weeks	8 %
- 15 years and over	5 weeks	10%

The above vacation percentage will be paid on gross earnings for the year prior to the anniversary date of the employee.

9.02 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.

9.03 Vacation Scheduling The Company shall, where required, post a Vacation List on the Bulletin Board at the beginning of each calendar year. All Employees shall be listed in order of seniority and shall have filled in their request by February 28th of that year. Vacation requests received after February 28th shall be dealt with on a first received first served basis until June 30th. After June 30th, **and within seven (7) days**, the Company **and the employee will book any remaining vacation days to the satisfaction of both parties.**

- (a) If a dispute arises, vacation periods will be allocated on the basis of seniority by classification or job function, within a Department, to ensure continuity and efficiency of operations.
- (b) Two (2) consecutive weeks of vacation will, as far as practicable, be granted during the period **between June 15th and September 15th** to conform with the wish of the employee concerned and the convenience of the employer, having regard to the necessity of maintaining production.
- (c) The Company agrees to consult with the Employees in an attempt to allow, but will not guarantee, three (3), four (4), consecutive weeks vacation to eligible Employees.

9.04 Vacation - Termination of Service 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 per cent, six per cent, eight per cent, ten per cent, or twelve 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.

9.05 Notice of Vacation Change An employee's scheduled vacation period shall not be changed by the Company within the two-month period immediately preceding the start of the vacation period without the consent of the employee concerned.

- 9.06 No Carry-Over** 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.
- 9.07 When Payable** The vacation allowance shall be drawn on the working day preceding the vacation providing the vacation has been scheduled one week in advance.
- 9.08 Vacation & Pay** Vacation eligibility is resolved on the principle that the employee receives all vacation and vacation pay earned.
- 9.09 Eligibility Lists** Vacation eligibility lists showing the current accumulated service of each employee shall be prepared prior to each vacation period.
- 9.10 Employees Eligibility** 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 three months from the date of employment and shall be calculated from date of employment.
- 9.11 Vacation Pay Period** The Company will pay vacation pay on each pay cheque at the appropriate percentage earned as per the collective agreement and be based on the employee's gross earnings. The present earned amount shall be itemized on each pay cheque.
- 9.12 Anniversary Date** When an employee reaches his qualifying anniversary date he will become entitled to the additional week of vacation with pay, in accordance with the current Collective Agreement.

ARTICLE 10 - STATUTORY HOLIDAYS

- 10.01 Paid Holidays** All employees covered by this Agreement shall receive **their regular straight time 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 3.07, Subsection (c) of this Agreement.

- | | |
|-------------------|---|
| 1. New Year's Day | 7. Thanksgiving Day |
| 2. Good Friday | 8. Remembrance Day |
| 3. Victoria Day | 9. Christmas Day |
| 4. Canada Day | 10. Boxing Day |
| 5. B.C. Day | 11. Family Day (2nd Monday in February) |
| 6. Labour Day | |

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

- 10.02 Weekend Holiday** Where statutory holiday falls on a non working day (weekend), the Company shall arrange to move the statutory holiday to an alternate day off. Employees will be notified two (2) weeks in advance. All payroll matters and legal requirements to the statutory holiday shall apply to the alternate day.
- 10.03 Holiday Eligibility** In order to qualify for **their regular rate of pay for** a Statutory Holiday as enumerated in Articles 10.01, 10.02 and 10.03 the employee must have:

- (a) Thirty (30) calendar days employment with the Company.
- (b) Worked at least fifteen (15) of the thirty (30) calendar days prior to a statutory holiday. An eligible employee who has worked less than fifteen (15) of the thirty (30) days prior to a statutory holiday will be entitled to pro-rated statutory holiday pay calculated by dividing the total wages earned (excluding overtime) in the thirty (30) day period by fifteen (15).
- (c) Employees drawing Workers Compensation Benefits will not be eligible to receive statutory holiday pay.

ARTICLE 11 - WAGES

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

Definition of Classifications:

- (a) The Definition of Classifications will be those set in this agreement and as demonstrated in the past practices of the employees as it relates to their job.

It is understood that all employees as part of their regular duties can perform alternate tasks.

It is further understood that employees as part of their regular duties may perform work in other areas.

In cases of slack work periods employees will have the option of:

- i) Performing alternative duties, where there is not enough work within their classification.
- ii) Leaving the workplace subject to the provisions within this agreement.

In any case the rule of seniority within the classification shall apply.

11.02 Separation of Employment

- a) If an employee is discharged by the Employer, he shall be paid in full for all monies owing to him by the Employer within two (2) calendar days.
- b) If an employee quits the Employer of his own accord, the Employer may withhold payment for five (5) calendar days after the employee quitting, and must pay on the sixth (6th) day.
- c) When an employee leaves the employ of the Employer for any reason, the Employer shall give to the employee his E.I. Separation sheet, within five (5) calendar days from the last day of his employment, showing paid up credits to his last day of employment.

ARTICLE 12 - GENERAL PROVISIONS

12.01 Report of Injury 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.

- 12.02 Transportation to Hospital** Free transportation to the nearest doctor or hospital and to the employee's home if required will be arranged by the Company.
- 12.03 Company Rules** Shall be posted and a current copy furnished to the Union. 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.
- 12.04 Company Tools** No employee will be paid off until he produces a receipt for any Company-owned tools or equipment which have been issued to him.
- 12.05 Notice Board** 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.
- 12.06 Travel Time**
- (a) When an employee is required to work at points outside the City limits of Delta shall receive traveling time on the following basis:
 - (i) Travel time during the employee's regular shift hours, Monday to Friday, inclusive, will be paid for at straight time.
 - (ii) 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 up to a maximum of eight (8) hours in any twenty-four hour period.
 - (iii) All travel time for Saturday, will be paid for at time and one-half, all travel time for Sunday and any Holiday will be paid for at double time rates to a maximum of eight (8) hours in any twenty-four hour period. The exception to this provision would be where first-class sleeping accommodation is provided. In this instance, time would cease at 9:00 P.M. and commence at 8:00 A.M. the next day.
 - (iv) Where an employee is required to stay over night he shall be provided with accommodation, and a meal allowance of forty five dollars (\$45.00) per day.
 - (b) In going to work outside the City Limits of Delta and returning daily, 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.
 - (c) **Off-Premises Work** Employees engaged in work performed off Company premises shall receive a premium ten percent (10%) per hour over their regular wage rate for all hours worked off Company premises.
- 12.07 Bereavement Leave** If an employee suffers a death in the immediate family he/she shall be granted compassionate leave-of-absence with full pay for two (2) days based on their regular scheduled hours of work. The definition of "immediate family" for the purpose of this Article shall be: spouse, mother, father, brother, sister, children.

Employee's shall be entitled to one (1) day with full pay if their mother-in-law or father-in-law passes away.

An additional three (3) days of compassionate leave-of-absence with full pay will be granted if an employee's spouse or child passes away.

An employee may be required by the Company to substantiate the death.

12.08 Jury Duty If an employee is required to attend court as a juror, the employer has the same duties under section 54 (2) to (4) of the E.S.A. in relation to the employee as if that employee were on leave under this part.

12.09 Leave-of-Absence An employee may request a leave-of-absence, not to exceed six (6) months, and such permission shall not unreasonably be withheld.

The basis of which refusal may be justified is when the absence would unduly affect the efficient operation of the business.

Application for consideration of a leave-of-absence must be made in writing one month in advance.

If a leave-of-absence is used for purposes other than those for which it was granted, it shall be cause for dismissal.

12.10 Maternity Leave The Company agrees to recognize Maternity/Paternity Leave benefits in accordance with the provisions of Part 7 of the Employment Standards Act of B.C.

12.11 Parental Leave An employee, on his/her written request, supported by a certificate of a medical practitioner, shall be granted a leave-of-absence without pay but including benefits according to the Employment Standards Act, Part 6.

12.12 Family Responsibility Leave An employee is entitled to up to 5 days of unpaid leave during each employment year to meet responsibilities related to:

- (a) the care, health or education of a child in the employee's care, or
- (b) the care or health of any other member of the employee's immediate family.

12.13 Sickness Leave When an employee is off work due to illness or occupational injury, he/she will be considered on leave-of-absence until such time as his/her Doctor states he/she can return to work with seniority status under 7.09 and 7.10.

12.14 Leave for Union Business Any employee elected as a delegate for Union business shall be allowed a reasonable leave-of-absence without pay as outlined in article 12.09

12.15 Union Stewards

- a) 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.

- b) 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.
- c) **The elected Shop Steward (s) will be allowed the time it takes to investigate and deal with any alleged violation of this Collective Agreement that may arise from time to time. Management will cooperate with the Steward (s) during this process and no Steward (s) will lose company wages or benefits during their investigation.**
- d) **The Shop Steward (s) will be given ten (10) minutes during working hours to talk to all new hourly employee (s). This includes giving the new employee (s) information regarding the Union and explaining its content. The Manager and Steward will agree on an appropriate time.**

12.16 Layoff or Discharge of Stewards 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.

12.17 Lunch Room The Company will supply suitable accommodation where employees may have their lunch.

12.18 Pay Cheques Wages will be paid on Company time. These will be delivered to the employees at their respective work stations.

12.19 Company Facilities The Company shall provide and maintain clean sanitary washrooms having hot and cold running water and proper hand/face cleansers and towels in sufficient quantity, with toilet facilities. Employees will cooperate by observing the simple rule of cleanliness.

12.20 Welders Gloves and Safety Boot Allowance The Company will supply, at no cost to the employee, welders gloves, impact/vibration resistance gloves or gloves suitable for the best possible protection to employees that have completed the probationary period. All worn out or damaged gloves must be returned for replacement. If such gloves are not returned, the replacement cost shall be deducted from the employee's pay cheque. Allowance shall be paid from Contract date to Contract date for all employees with twelve (12) months service at time of ratification of this agreement. All new employees shall have their allowance paid on their anniversary date of hire, after they have completed twelve (12) months service.

Employees with twelve (12) or more months of service, where required and worn by the employee, shall receive a cumulative safety boot allowance of \$110.00 per year, to a maximum of 24 months accumulated at any given time. The allowance is to be used on the basis of \$110.00 after a 12 month period or \$220.00 after a 24 month period. There shall be no carry over of unused portions of the boot allowance, except as outlined in this clause. Employees must submit a receipt to receive the boot allowance.

12.21 Coveralls All employees required to wear coveralls or smocks shall have these supplied and cleaned by the Company. Employees are expected to take reasonable care of such clothing. **All employees required to wear fireproof coveralls as per the WorkSafe BC regulations shall have them supplied by the Company at no cost to the employee(s).**

12.22 Safety Glasses Any employee who chooses to wear prescription safety glasses, upon submission of paid receipt, shall be reimbursed by the Company a maximum of one hundred dollars (\$100.00) in lieu of standard safety glasses.

Each employee who chooses to wear prescription safety glasses, upon submission of paid receipt to the Company, shall be reimbursed by the Company a maximum of fifty dollars (\$50.00) for the cost of replacement lenses damaged during work. No reimbursement will be paid for replacement lenses due to vision change. This reimbursement is limited to once per year per employee.

12.23 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.

12.24 Coffee and Food Consumption Employees are allowed any beverages and foods in each half shift, only at their work station, as long as normal operation continues. Employees are not permitted to leave their work stations to obtain such beverages and food during working hours.

12.25 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.

12.26 Tool Replacement All Employees required to have their own tools will submit to an inspection and provide a written list giving description and brand names where possible to a Foreman or Person designated by the Company.

Any of the above tools, damaged or worn out while performing the work, will be repaired or replaced at no cost to the employee when the above mentioned tools or the list in case of theft are given to the Foreman or person designated by the Company. Any of above tools removed outside of the company premises for any reason must be listed and reported to the Company and de-listed upon returning of the same to his normal toolbox. The Company will not be responsible for any tools owned by employees, lost, stolen, or damaged during personal use unless a loss or damage of tools occur during a break in or fire to the premise and/or building.

It is the responsibility of the employee to protect his tools from theft or loss within the Company premises at all times.

12.27 All items issued to employees for his exclusive use will be signed out. All such items except consumables will be returned, in good condition with normal wear and tear, when requested by the Company. If such articles are not returned the replacement cost shall be deducted from the employee's pay cheque.

12.28 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 on the basis of thirty-five cents (.35) per kilometer.

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

12.29 Metric Tools Metric tools, other than basic, will be made available to all employees as required to perform the work.

12.30 First Aid Attendants

\$.35 per hour over occupational rate	Level I
\$.75 per hour over occupational rate	Level II

The Company will reimburse the tuition fee of the required course upon successful completion. If the employee leaves the Company in less than twelve (12) months after the successful completion, a pro-rated portion over twelve (12) month of paid tuition fee will be deducted from his paycheck.

ARTICLE 13 - MEDICAL CARE PLAN**B.C. Medical Plan**

The Company shall provide to all employees the Medical Services Plan of B.C. after the completion of three (3) month probation period.

ARTICLE 14 - INSURANCE AND DENTAL PLANS**Sunrise Engineering & Manufacturing Inc. Group Insurance Plan G1774**

Insurance Plan - The Company shall pay **sixty percent (60%)** of the premium cost for the group insurance plan. After five years (5yrs) of service the Company shall pay one hundred percent (100%) of the premium to provide the following coverage for all employees.

Life Insurance	Two times annual salary rounded to the next higher \$1000. if not already a multiple thereof, to a maximum of \$250,000.
A.D. & D. Insurance	Two times annual salary rounded to the next higher \$1000. if not already a multiple thereof, to a maximum of \$250,000.
L.T.D.	66.7% of the first \$2,250 of monthly salary, plus 50% of the next \$3,500 and 44% of the balance, to a maximum of \$5,000
Extended Health Benefits	No deductible 80% reimbursement \$1,000,000 lifetime for all charges
Vision Care	\$150.00 per person per 24 month period

After one (1) year of service a point of purchase Prescription Drug Card will be supplied by the Company.

Dental Plan The Company shall pay **sixty percent (60%)** of the premium cost for the group insurance plan. After five years (5yrs) of service the Company shall pay one hundred percent (100%) of the premium cost, to no annual maximum, to provide the following coverage, based on the British Columbia Dental Fee Guide, for all employees.

Coverage:

Basic Dental	100%
Major Restorative,	50%
Dependent Orthodontia	Basic & Major Restorative: \$2,000 per calendar year \$2,000 per lifetime

ARTICLE 15 - BENEFIT COVERAGE WHILE OFF WORK

- (a) If an employee is off work due to a layoff or sickness, the employee shall continue to be covered until the end of the month of layoff or sickness. If the employee wishes to retain coverage during the subsequent months of layoff or sickness, the employee must pay the entire premiums and must make arrangements with the Company for payments of the premiums. This will apply in the case where the insurance carrier allows for the benefit to occur during this period of time.
- (b) When an employee is on Workers' Compensation, the Company shall continue to pay its share of the premiums provided that the employee continues to pay his share of the premiums. The period of the continuation of coverage will be based on the formula of one (1) month's coverage for each twelve (12) months of completed service. This will apply in the case where the insurance carrier allows for the benefit to occur during this period of time.
- (c) If an employee wishes to retain coverage during subsequent months of layoff or sickness or Workers' Compensation beyond the periods outlined above, the employee must pay the entire premiums. This will apply in the case where the insurance carrier allows for the benefit to occur during this period of time.

15.01 Paid sick leave will be allowed subject to the following provisions:

15.02 An employee will earn sick time credits at the rate of two (2) hours per month to a maximum of twenty-four (24) hours. At the beginning of each year thereafter, employees will receive a sick time credit of twenty-four (24) hours.

15.03 Sick leave credit will be maintained but not accumulated during lay-off.

15.04 An employee will be eligible to use accumulated sick time credit on their third regular work day of illness.

15.05 It is the employee's responsibility to immediately notify their supervisor of absence due to illness. If there is no notification, absence may be considered absence without pay.

15.06 All sick days not used will be accumulated to a maximum of forty-eight (48) hours.

15.07 No pay or allowance will be made in lieu of sick leave.

15.08 The Company may ask any employee to verify their illness with a Doctor's slip. The Company will reimburse the cost for such slip. **If the employee (s) does not produce a doctors slip, after being requested by the Company to do so, the time off will be considered time off without pay.**

15.09 An employee off work due to illness will maintain seniority until such time as his or her Doctor states he or she is fit to return to work.

ARTICLE 16 - PENSION PLANS

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.

(a) Eligibility

Each full-time Employee of the Company will participate in the pension Plan following the completion of 1000 hours worked.

(b) Company Contributions

The Company shall contribute the amount of **one dollar and fifty cents (\$1.50)** per hour for all hours worked on behalf of all dues paying employees.

(c) Employee Contributions

Each Employee may elect to contribute, and have deducted from the Employee's wages, a specified amount per hour based on the Employee's regular and overtime hours worked. An Employee may elect, in writing, every six (6) months to make additional contributions to the Plan, however, the Company contributions will not exceed the provisions of subsection (b) above.

(d) Remittance of Contributions

The Company shall remit all contributions to the Plan on a monthly basis.

(e) Contributions will be recorded on the employees T4 slip for income tax purposes

ARTICLE 17 - APPRENTICES

17.01 Apprentices Probation Apprentices on completion of their probationary period of three (3) months, 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.

17.02 Apprentice Wage Rates Apprentice wage rates shall be as set out in Appendix "B".

17.03 Orders Apprentices can be required to take orders from the Journeyman with whom they are working as well as the regular foreman.

17.04 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.

17.05 Re-classification on Completion An Apprentice having served his required time at the trade, and having passed the necessary examinations, will automatically be classified as a level two (2) for the classification and paid rates and conditions as enumerated in this Agreement for the Classification.

ARTICLE 18 - SAVINGS CLAUSES

- 18.01** No provision of this Agreement will be used to reduce wages or remove working conditions presently in force; it being understood that staff picnics or bonuses shall not be deemed to have reference to said “working conditions”. Any improved working conditions introduced by the Company on a trial basis shall be excluded from the provisions of this clause.
- 18.02** **Article Headings** 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.
- 18.03** **Right to Pay Higher Wages** 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.
- 18.04** **Right to Respect Picket Line** It shall not be a violation of this Collective Agreement if Members of this Union respect and/or honour a legal picket line.
- 18.05** **Legislative Change** 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.
- 18.06** **Work Retention and Sub-Contracting** Where the Company's facilities, space and trained personnel are available, the Company shall continue to have all work which is presently performed by employees of the Bargaining Unit, retained and performed by employees of the Bargaining Unit except as follows:
- (a) Where the Company determines that it is unable to meet delivery obligations to the customer, and
 - (b) Where the Company and the Union determines that the products and services can not be produced or performed profitably by the Bargaining Unit due to equipment limitations.
- 18.07** **Safety Committee** It is mutually agreed that a Safety Committee shall be assembled in accordance with the Occupational Health & Safety Regulation. Minutes of such meetings will be posted on the Notice Board, and a copy sent to the Union and the Compensation Board.

ARTICLE 19 - ADJUSTMENT PLAN

- 19.01** If an employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of one or more employees to whom a collective agreement applies,
- (a) the employer must give notice to the trade union that is party to the collective agreement at least 60 days before the date on which the measure, policy, practice or change is to be effected, and

- (b) after notice has been given, the employer and trade union must meet, in good faith, and endeavour to develop an adjustment plan, which may include provisions respecting any of the following:
- (i) consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions in the collective agreement;
 - (ii) human resource planning and employee counselling and retraining;
 - (iii) notice of termination;
 - (iv) severance pay;
 - (v) entitlement to pension and other benefits including early retirement benefits;
 - (vi) a bipartite process for overseeing the implementation of the adjustment plan.

19.02 If, after meeting in accordance with subsection (1), the parties have agreed to an adjustment plan, it is enforceable as if it were part of the collective agreement between the employer and the trade union.

19.03 Subsections (1) and (2) do not apply to the termination of the employment of employees exempted by section 65 of the *Employment Standards Act* from the application of section 64 of that Act.

ARTICLE 20 - SEVERANCE PAY FOR PERMANENT PLANT CLOSURE

- (a) **If the Company sells their operation and as a result the employees, with five (5) years or greater seniority, covered by this Collective Agreement, lose their jobs the Company will pay severance based on three (3) weeks pay per completed year of service to a maximum of 80 weeks at the employees regular rate of pay.**
- (b) An employee receiving severance pay or pay in lieu of notice 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, resigns or is discharged for cause.

ARTICLE 21 - TRAINING

21.01 All employees attending programs at the direction of the Company shall be entitled to full regular wages. The Company shall be responsible for the cost of the program, and examination fees. If the program is held outside of the Lower Mainland, the cost of travel, accommodation and meal allowance will be paid by the Company. The maximum daily meal allowance shall be forty- five (\$45.00) dollars.

ARTICLE 22 - DURATION OF AGREEMENT

22.01 **Duration** This Agreement shall be in full force and effect from and including *September 1, 2012* to and including *August 31, 2015* subject to the right of either Party to this Collective Agreement, within four (4) months immediately preceding the date *August 31, 2015* 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.

22.02 Strikes & Lockouts 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.

22.03 Section 50 (2) & (3) Precluded 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 _____, 2012.

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

**SUNRISE ENGINEERING &
MFG INC**

**Business Representative
Dale Gentile**

**For the Company
Kiyoshi Kanazaki**

**Bargaining Committee
Rainer Lange**

**Bargaining Committee
Josh Mann**

APPENDIX "A"**INTERNATIONAL ASSOCIATION OF MACHINISTS &
AEROSPACE WORKERS, LODGE #692****WAGE RATES AND CLASSIFICATIONS:**

	<u>(Sept. 1, 2012)</u>	<u>(Sept. 1, 2013)</u>	<u>(Sept. 1, 2014)</u>
Master Machinist	\$32.64	\$33.29	\$34.12
Machinist 1	\$31.66	\$32.29	\$33.10
Machinist 2	\$29.49	\$30.08	\$30.83
Mechanic/Millwright	\$32.64	\$33.29	\$34.12
Mechanic 1	\$31.66	\$32.29	\$33.10
Mechanic 2	\$29.49	\$30.08	\$30.83
Fabricator/Welder	\$32.64	\$33.29	\$34.12
Welder 1	\$31.66	\$32.29	\$33.10
Welder 2	\$29.49	\$30.08	\$30.83
Specialist 1	\$21.34	\$21.77	\$22.31
Specialist 2	\$20.21	\$20.61	\$21.13
Specialist 3 0 - 12 months	\$17.57	\$17.92	\$18.37
Quality Control Inspector 1	\$27.62	\$28.17	\$28.87
Quality Control Inspector 2	\$24.84	\$25.34	\$25.97
Helper	\$16.63	\$16.96	\$17.38
Shipper/Receiver			
0-12 months	\$18.82	\$19.20	\$19.68
Thereafter	\$21.96	\$22.40	\$22.96

Six months after the date of ratification a Specialist will be evaluated using the performance evaluation guide within the Collective Agreement. If the evaluated Specialist scores 70% or higher they will receive an additional \$1.00 per hour for all hours worked as part of their regular wage.

APPENDIX "B"**APPRENTICES****FOUR YEAR APPRENTICESHIP**

- Start to 12 months	50% of Level 3
- 3rd 6 months	60% of Level 3
- 4th 6 months	65% of Level 3
- 5th 6 months	70% of Level 3
- 6th 6 months	75% of Level 3
- 7th 6 months	80% of Level 3
- 8th 6 months	90% of Level 3

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"**PERFORMANCE EVALUATION**

All employees shall have a Job Performance Evaluation done within two weeks of the employees anniversary date. There will be a separate evaluation form for Machinist, Fabricator/Welder, Mechanic/Millwright, Quality Control Inspector and Specialist.

Employees must score 80% or higher to receive the top rate in their respective classification.

Employees must score 60% to 79% to receive Machinist 1, Mechanic 1, Welder 1, and Quality Control Inspector 1.

The evaluation process will be conducted by the two Shop Foremen, Production Planner and Plant Manager.

The employees performance is evaluated in the following areas for each classification as set out below;

Sunrise Engineering & Mfg Inc.

Performance Evaluation

In order to evaluate employee’s performance as unbiased and as fair as possible, two Shop Foremen, Production Planner and Plant Manager shall take part in this process. The employee’s performance is evaluated in following areas and a score of 1 to 10, 10 meaning Excellence, is given to each area. Then a variable Maximum Available Points are established in the range of 1 to 10 depending on the importance of each area. The average score is computed and factorized to reflect on the Maximum Available Points.

Name of Employee: _____

Classification: Machinist

Date of Evaluation: _____ **Evaluated by:** _____

<u>Area of Evaluation</u>	<u>Maximum Available Points</u>	<u>Scored Points 0 to 10</u>	<u>Factorized Points</u>
1. Mathematical Knowledge	_____ 2		
2. Ability to read drawings	_____ 3		
3. Ability to produce with accuracy	_____ 10		
4. Production speed	_____ 10		
5. Ability to produce without mistake	_____ 10		
6. Ability to spot problems ahead of time	_____ 5		
7. Ability to solve problems	_____ 5		
8. Ability to read & understand procedure	_____ 5		
9. Ability to suggest improvement on procedures	_____ 6		
10. Understanding of machines	_____ 3		
11. Ability to work on any machines	_____ 3		
12. Willingness to help fellow employees	_____ 3		
13. Communicating ability	_____ 2		
14. Ability to pass information to next shift	_____ 2		
15. Accuracy in filling time cards	_____ 2		
16. Care of Company equipment and tools	_____ 4		
17. Tidiness around work station	_____ 2		
18. Punctuality to be on time at work station	_____ 2		

A) Total Available Points: _____ 79

B) Total Factorized Points: _____

Final Score (B/A x 100): _____ %

Sunrise Engineering & Mfg Inc.
Performance Evaluation

In order to evaluate employee's performance as unbiased and as fair as possible, two Shop Foremen, Production Planner and Plant Manager shall take part in this process. The employee's performance is evaluated in following areas and a score of 1 to 10, 10 meaning Excellence, is given to each area. Then a variable Maximum Available Points are established in the range of 1 to 10 depending on the importance of each area. The average score is computed and factorized to reflect on the Maximum Available Points.

Name of Employee: _____

Classification: Fabricator/Welder

Date of Evaluation: _____ **Evaluated by:** _____

<u>Area of Evaluation</u>	<u>Maximum Available Points</u>	<u>Scored Points 0 to 10</u>	<u>Factorized Points</u>
1. Mathematical Knowledge	_____ 2		
2. Ability to read drawings	_____ 3		
3. Ability to produce with accuracy	_____ 10		
4. Production speed	_____ 10		
5. Ability to produce without mistake	_____ 10		
6. Ability to fabricate	_____ 10		
7. Ability to spot problems ahead of time	_____ 5		
8. Ability to solve problems	_____ 5		
9. Ability to read & understand procedure	_____ 5		
10. Ability to suggest improvement on procedures	_____ 6		
11. Ability to operate any welding machines	_____ 3		
12. Ability to operate other machines	_____ 3		
13. Willingness to help fellow employees	_____ 3		
14. Communicating ability	_____ 2		
15. Ability to pass information to next shift	_____ 2		
16. Accuracy in filling time cards	_____ 2		
17. Care of Company equipment and tools	_____ 4		
18. Tidiness around work station	_____ 2		
19. Punctuality to be on time at work station	_____ 2		

A) Total Available Points: _____ 89

B) Total Factorized Points: _____

Final Score (B/A x 100): _____ %

Sunrise Engineering & Mfg Inc.

Performance Evaluation

In order to evaluate employee's performance as unbiased and as fair as possible, two Shop Foremen, Production Planner and Plant Manager shall take part in this process. The employee's performance is evaluated in following areas and a score of 1 to 10, 10 meaning Excellence, is given to each area. Then a variable Maximum Available Points are established in the range of 1 to 10 depending on the importance of each area. The average score is computed and factorized to reflect on the Maximum Available Points.

Name of Employee: _____

Classification: Mechanic/Millwright

Date of Evaluation: _____ **Evaluated by:** _____

<u>Area of Evaluation</u>	<u>Maximum Available Points</u>	<u>Scored Points 0 to 10</u>	<u>Factorized Points</u>
1. Mathematical Knowledge	_____ 2		
2. Ability to read drawings	_____ 3		
3. Ability to produce with accuracy	_____ 10		
4. Production speed	_____ 10		
5. Ability to produce without mistake	_____ 10		
6. Ability to troubleshoot and repair machines	_____ 10		
7. Ability to spot problems ahead of time	_____ 5		
8. Ability to solve problems	_____ 5		
9. Ability to read & understand procedure	_____ 5		
10. Ability to suggest improvement on procedures	_____ 6		
11. Ability to operate any welding machines	_____ 3		
12. Ability to operate other machines	_____ 3		
13. Willingness to help fellow employees	_____ 3		
14. Communicating ability	_____ 2		
15. Ability to pass information to next shift	_____ 2		
16. Accuracy in filling time cards	_____ 2		
17. Care of Company equipment and tools	_____ 4		
18. Tidiness around work station	_____ 2		
19. Punctuality to be on time at work station	_____ 2		
A) Total Available Points:	_____ 89		
B) Total Factorized Points:			
Final Score (B/A x 100):	_____ %		

Sunrise Engineering & Mfg Inc.**Performance Evaluation**

In order to evaluate employee's performance as unbiased and as fair as possible, two Shop Foremen, Production Planner and Plant Manager shall take part in this process. The employee's performance is evaluated in following areas and a score of 1 to 10, 10 meaning Excellence, is given to each area. Then a variable Maximum Available Points are established in the range of 1 to 10 depending on the importance of each area. The average score is computed and factorized to reflect on the Maximum Available Points.

Name of Employee: _____

Classification: **Quality Control**
Inspector

Date of Evaluation: _____ Evaluated by: _____

<u>Area of Evaluation</u>	<u>Maximum Available Points</u>	<u>Scored Points 0 to 10</u>	<u>Factorized Points</u>
1. Mathematical Knowledge	_____	2	
2. Ability to read drawings	_____	3	
3. Ability to inspect with accuracy	_____	10	
4. Speed of inspection	_____	10	
5. Ability to inspect without mistake	_____	10	
6. Knowledge of inspection tools	_____	5	
7. Willingness to help fellow employees	_____	3	
8. Communicating ability	_____	2	
9. Accuracy in filling time cards	_____	2	
10. Care of Company equipment and tools	_____	4	
11. Tidiness around work station	_____	2	
12. Punctuality to be on time at work station	_____	2	

A) Total Available Points: _____ 55 _____

B) Total Factorized Points: _____

Final Score (B/A x 100): _____ %

Sunrise Engineering & Mfg Inc.

Performance Evaluation

In order to evaluate employee's performance as unbiased and as fair as possible, two Shop Foremen, Production Planner and Plant Manager shall take part in this process. The employee's performance is evaluated in following areas and a score of 1 to 10, 10 meaning Excellence, is given to each area. Then a variable Maximum Available Points are established in the range of 1 to 10 depending on the importance of each area. The average score is computed and factorized to reflect on the Maximum Available Points.

Name of Employee: _____

Classification: Specialist

Date of Evaluation: _____ **Evaluated by:** _____

<u>Area of Evaluation</u>	<u>Maximum Available Points</u>	<u>Scored Points 0 to 10</u>	<u>Factorized Points</u>
1. Ability to read drawings	_____ 3		
2. Ability to finish to specified quality	_____ 10		
3. Production speed	_____ 10		
4. Ability to produce without mistake	_____ 10		
5. Ability to solve problems	_____ 5		
6. Ability to read & understand procedure	_____ 5		
7. Ability to suggest improvement on procedures	_____ 6		
8. Knowledge of hand tools	_____ 3		
9. Willingness to help fellow employees	_____ 3		
10. Communicating ability	_____ 2		
11. Ability to pass information to next shift	_____ 2		
12. Accuracy in filling time cards	_____ 2		
13. Care of Company equipment and tools	_____ 4		
14. Tidiness around work station	_____ 2		
15. Punctuality to be on time at work station	_____ 2		
A) Total Available Points:	_____ 69		
Final Score (B/A x 100):	_____ %	B) Total Factorized Points:	