

COLLECTIVE AGREEMENT

BETWEEN

TREE ISLAND INDUSTRIES LTD.

AND

TEAMSTERS LOCAL UNION No. 213

July 1st, 2012 - June 30th, 2015

**WALTER CANTA
Secretary-Treasurer**

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THIS AGREEMENT entered into this _____ day of _____, 2012.

BETWEEN: **TREE ISLAND INDUSTRIES LTD.**
3933 Boundary Road
Richmond, B.C. V6V 1T8

(hereinafter referred to as the "Company")

PARTY OF THE FIRST PART

AND: **TEAMSTERS LOCAL UNION No. 213,**
affiliated with the International Brotherhood
of Teamsters, of the City of Vancouver,
Province of British Columbia;

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

WITNESSETH:

1. BARGAINING AGENCY AND DEFINITION

- (a) The Employer recognizes the Union as the sole collective bargaining agency of all employees as set out in the Certificate of Bargaining Authority issued as per the Labour Relations Board of British Columbia and the variance to the certification.
- (b) The term employee as used in and for the purposes of this Agreement shall include all employees of the Company at and from the Company's present or relocated premises in the Province of British Columbia, except those employees specified in (c) hereof.
- (c) The foregoing section of this Article shall not apply to Supervisors, Office Staff, Salesmen, Quality Control personnel, and those employees excluded by the Labour Relations Code of British Columbia.
- (d) Employees whose regular jobs are not in the bargaining unit will not work on any jobs which are included in the bargaining unit except for the purposes of instruction and experimentation or in emergencies when regular employees are not available.
- (e) **Union access to the Plant:** Business Representatives of the Union will have access to the Company premises by obtaining the permission of the Company management.

2. DURATION OF AGREEMENT

This Agreement shall be in full force and effect from and including **July 1st, 2012** to and including **June 30th, 2015**, and shall continue in full force and effect from year to year thereafter, subject to the right of either party to this Agreement within four (4) months immediately preceding the expiration, 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 and such strike has been implemented, or the Employer shall give notice of lockout and such lockout has been implemented, or the parties shall conclude a renewal or revision of the Agreement or a new collective agreement.

For the purposes of the Labour Relations Code of British Columbia, the expiry date of the Agreement shall be deemed to be the day immediately preceding the implementation of a strike by the Union, or the implementation of a lockout by the Employer.

The operation of Section 50 (2) of the British Columbia Labour Relations Code is hereby excluded.

3. UNION SECURITY

- (a) The Employer shall give the Union the first opportunity to refer applicants for employment.
- (b) The Employer agrees that when he hires new employees, the Employer shall have such new employees fill in the required Union Membership and Death Benefit cards prior to commencing work, and mail same in to the Union office immediately.
- (c) All employees shall be required to be a member of the Union as a condition of employment with the Employer.
- (d) Should any employee covered by the bargaining unit cease, or refuse to become a member in good standing of the Union, the Employer shall, upon notification from the Union, discharge such employee.

4. DEDUCTION OF DUES, ETC.

- (a) The Union shall each month mail to the Employer a checkoff form, in duplicate, setting out the name of each employee in the Union and the amounts of dues, etc. they owe. The Employer shall delete any names from such list of employees who have terminated since the previous list and shall also add the names of any new employees.
- (b) All employees shall be required to sign authorization for checkoff of Union dues, fees and levies which may be levied by the Union in accordance with the Constitution and/or By-Laws. Such checkoff shall be irrevocable.
- (c) The Employer shall deduct and pay over to the Secretary-Treasurer of the Union, any monthly dues, fees and levies levied in accordance with the Union's By-Laws, owing by said employees hereunder to the said Union. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union not later than the tenth (10th) day of each following month, and one (1) copy of the checkoff list as above mentioned.

5. UNION ACTIVITIES OF EMPLOYEES

- (a) The Employer shall allow time off work, without pay, to any person who is serving as a Union delegate to any conference or function. All requests shall be in writing and signed by the Union

Representative. Requests for time off are to be reasonable (not to exceed ten (10) days in any one (1) year) and will not interfere with the proper operation of the business, and there shall be no more than one (1) employee in the bargaining unit absent at any one time.

No employee who acts within the scope of the above paragraph shall lose his job or be discriminated against for so acting.

- (b) (i) The Employer may grant an employee a leave of absence up to two (2) years to work for the Local or International Union. The employee must request the leave of absence in writing and the Union endorse it before the Company will give consideration to the application. Such an application for leave of absence must be made to the Employer thirty (30) days prior to the intended commencement date.
- (ii) Not more than one (1) employee may be on leave under this Section at any one time.

(c) **Negotiating Committee**

The Union has the right to select a negotiating committee of not less than four (4) members.

The Union will designate in writing the names of the negotiation committee two (2) weeks prior to commencement of the negotiations. The Company will endeavour to place members of the negotiation committee on day shift until termination of negotiations.

6. SHOP STEWARDS

- (a) There shall be Shop Stewards appointed, if the Union wishes, to see that the provisions of this Agreement are adhered to.
- (b) The Shop Stewards shall have no authority to alter, amend, violate, or otherwise change any part of this Agreement.
- (c) The Employer will recognize the Shop Stewards selected in accordance with the Union rules and regulations as the representatives of the employees in the respective groups or departments for which they are chosen, and hereby recognizes that the power to appoint and removal thereof is solely vested with the Union. The number of Stewards will be consistent with the need.
- (d) The Union will advise the Employer of the identity of all Shop Stewards.
- (e) Stewards shall report to their immediate Supervisors and request permission, which will not be unduly withheld, to leave the job to investigate complaints that may lead to grievances, or to handle the adjustment thereof, or to attend to any meeting with representatives of the Employer, without loss of pay.
- (f) Any employee being reprimanded shall have the right to request the presence of a Shop Steward. Employees who have difficulty with the English language or have a hearing impairment will have the right to have an interpreter present at the meeting with Management.

- (g) Employees shall not be required to attend a discipline meeting should no Shop Steward be available when one is requested.

7. LEAVE OF ABSENCE

(a) Personal Emergency

In the event of a personal emergency, no legitimate and reasonable request for a leave of absence will be denied.

(b) Maternity and Parental Leave

Employees shall be eligible for Maternity and Parental leave in accordance with the provisions of the Employment Standards Act of British Columbia.

(c) Leave for Personal Reasons

An employee may be allowed a leave of absence without pay for up to one hundred and eighty (180) days for personal reasons if:

- i) The employee requests it from the Company in writing;
 - ii) The leave is for good reason and does not interfere with the Company's operations;
 - iii) The granting of such leave does not conflict or interfere with vacation scheduling.
- (d) Seniority shall prevail when more than one (1) employee applies for a leave of absence at the same time.
 - (e) If an employee takes a job elsewhere during a leave of absence without joint approval of the Company and the Union, the employee's employment may be terminated.
 - (f) A leave of absence request combined with vacation shall only be approved after all employees' vacation requests have been scheduled and approved. Once an employee's request for a leave of absence combined with annual vacation has been granted, the employee cannot apply again for two (2) years.
 - (g) The employee and the Union shall be notified in writing of all leaves granted under this Section.

8. ILLNESS AND INJURY

- (a) When an employee suffers an injury or illness which requires his absence, he shall report the fact to the Employer as soon as possible so adequate replacement may be made if necessary. The employee must keep the Employer informed of his expected date of return and ensure that the Employer has his correct address and phone number at all times.

Seniority will be maintained and accumulated during a temporary illness or non-occupational injury. Should a lay-off occur that would otherwise have affected the employee during the temporary absence, then seniority shall be maintained and accumulated for a maximum of one (1) year from the date of the deemed lay-off. Should a recall occur during the period of lay-off that would have affected the employee, then the employee shall be deemed as having returned

to work and be subject to the provisions of this Clause. Employees affected by the provisions of this Clause shall be notified of all deemed lay-offs and recalls.

Employees returning to work after an illness or injury shall be returned to the classification held prior to the absence.

- (b) All employees must report occupational injuries as they occur. It is the Employer's responsibility to have all necessary WCB forms available to injured employees. It is the employee's responsibility to complete the necessary forms.
- (c) During a period of temporary disability, which is defined as up to three (3) days, employees are required to phone in and report their continued absences a minimum of one (1) hour before the start of their scheduled shift.

9. CONFLICT OF INTEREST

In any instance where an employee accepts other employment which is in conflict of interest with the Company or interferes with the employee performing his duties with the Company without written consent of the Company, his employment may be terminated. This is subject to proper proof of same.

10. JURY DUTY

All time lost by an employee due to necessary attendance on Jury Duty or any Court proceedings where subpoenaed as a witness (not a plaintiff or a defendant) shall be paid for at the rate of pay applicable to said employee. Once an employee is released from Jury Duty or Witness Duty, he shall as soon as possible advise the Company and make himself available for work for the remaining period of his scheduled shift for that day. He shall be returned to the job classification and pay rate he was on prior to such duty. All Jury Duty pay or witness payments received by the employee from the Courts or otherwise shall be reimbursed to the Employer by endorsement of Jury Duty cheque and/or witness fees to the Employer.

11. BEREAVEMENT LEAVE

If a death occurs in the immediate family of an employee, the Company will grant paid leave of absence as follows:

- i) Three (3) days if employee attends funeral of parent, parent-in-law, wife, husband, children, sister, brother, sister-in-law, brother-in-law, or grandparents. If the employee is living in common-law relationship, to attend the funeral of common-law wife, common-law husband, common-law parents, common-law children, or common-law grandparents.
- ii) One (1) day if employee does not attend funeral.
- iii) When an employee has to travel out of province to attend the funeral of an individual described in i), the Employer will grant an additional one (1) day paid leave to the employee.

12. RATE OF PAY FOR JURY DUTY AND BEREAVEMENT LEAVE

"Rate of pay" or "paid leave" as set out in Article 10 and Article 11 shall be defined as what an employee would have earned had he been scheduled for and available for work on the day of absence, excluding incentives. Employees absent due to lay-off, Weekly Indemnity, Workers' Compensation, long term disability, or lay-off shall not be considered as being scheduled for and available for work.

With respect to the return to work of an employee who has been on jury duty, subpoenaed court witness or bereavement leave, the junior employee in the plant may be laid-off without regard to Article 25 (d).

13. SAFETY, HEALTH AND WORK APPAREL

(a) The Company will continue to make every effort to provide safe and healthful conditions of work for all employees and will continue to provide them with the necessary protective equipment in accordance with Company and Workers' Compensation Board rules and safety regulations. Such equipment will include those special safety items of protective equipment and wearing apparel as specified by such regulations or as required by the Company. This equipment shall be provided without cost unless specified.

(b) Safety equipment provided by the Company:

- i) Rain clothes, rubber boots and gloves as required.
- ii) Heavy leather gloves for handling barbed wire.
- iii) Protective gloves and clothing as required.
- iv) Acid resisting aprons as required.
- v) Safety goggles, non-prescription safety glasses, full face protection and hard hats as required.
- vi) Safety boots or shoes as per Workers' Compensation Board Regulations.

The Company shall reimburse the employee the cost of safety boots or shoes to a maximum of **one hundred and twenty-five dollars (\$125.00)** per employee plus G.S.T. and the employee must purchase boots with a steel toe and steel sole. All used boots to be returned to the Employer on receipt of new boots.

Supervisors will act promptly in giving approval for purchase of new safety boots or shoes. Employees shall be eligible to participate in the safety boot program following the successful completion of the probationary period.

(c) Coveralls

The Employer will maintain an adequate centralized inventory of coveralls. Employees requiring clean coveralls will hand in a soiled pair and receive a clean pair. Coveralls will be provided as needed, up to a maximum of five (5) pair per week for nail, galvanizing line and maintenance classifications; a maximum of three (3) pair per week for all other classifications. Under no circumstances will coveralls be issued without returning a soiled pair.

(d) **Wearing Apparel/Protective Clothing**

Wearing apparel and protective clothing referred to in this section shall be furnished on a loan basis, unless specified, and the employee will be required to sign for same and return them to the Company in good condition (fair wear and tear expected), as and when the Company so requires.

(e) **Safety Glasses**

The Employer will pay the full replacement cost of safety prescription lenses, including frames damaged on the job (except for photograde and tinted lenses), once per calendar year per employee upon presentation of a receipt and the damaged glasses. The wearing of approved safety glasses is mandatory in designated areas of the plant at all times.

(f) **Observing Safety Rules**

The Union will co-operate with the Company in encouraging employees to observe the safety regulations which shall be prescribed by the Company and agreed to by the Union.

(g) **Safety Committee**

It is mutually agreed that a Joint Safety Committee consisting of six (6) employees from Tree Island Industries, elected by Union members, shall meet with management not less frequently than once a month in accordance with the Workers' Compensation Board regulations. Minutes of such meetings shall be posted on Bulletin Boards within two (2) days of such meetings and copies sent to the Union and Employer's officer. Union members will be paid at regular rates of pay where it applies for the duration of the meeting.

(h) **Hearing Examinations**

The Company will arrange for hearing examinations to be conducted once each calendar year for all employees.

Examinations will be made by a qualified hearing specialist, W.C.B. approved, and will be paid for by the Company. Examinations will be conducted when an employee is working and they will suffer no loss of wages for the necessary time of the hearing test.

(i) **Medical Examinations**

Employees working with lead or zinc, in the cleaning house or hot galvanize, will receive a complete medical examination once a year. The cost of the examination will be paid for by the Employer. Examinations will be conducted when an employee is working either day or afternoon shift and employees will suffer no loss of wages for time lost.

(j) **“WCB Committee**

A WCB Committee composed of the Claimant, three members from the Teamsters, one from COPE and two Managers shall be struck. It shall be the purpose of this Committee, subject to privacy laws, to discuss concerns with WCB claims referred to it.”

14. FIRST AID FACILITIES

- (a) The Employer shall make reasonable provisions for the safety and health of its employees during the hours of their employment.
- (b) It is agreed that First-Aid facilities shall be in accordance with the Workers' Compensation Board requirements. The Company shall provide to the Union a list of all designated First-Aid Attendants with proof of their qualifications. Where a shift does not have a qualified attendant, the Company shall post for an attendant. Seniority as well as ability shall be the determining factors and rotating and continuous shift employees will be given preference over regular day shift employees. Employees attending the first-aid course will be placed either on day or afternoon shift and will not be required to rotate shifts until the course has been completed. Existing employees wanting to renew their First-Aid Tickets may do so.

Employees attending first-aid training classes on their own time will be reimbursed the full cost of fees and course expenses (receipts must be presented) upon completion.

- (c) **Transportation of Injured Worker** - Employees who are injured on the job, who are required to go to a doctor or hospital, shall be provided, free of charge, transportation by either taxi, car or ambulance to the doctor or hospital and return transportation to pick up his car if he is able to do so, or to his home if not able to do so. If the injury is serious and no ambulance is available, a qualified First-Aid Attendant, if available, shall accompany an injured man to the doctor or hospital.
- (d) Where an employee is working alone where he might be injured and not be able to secure assistance, the Employer shall devise some method of checking on the well-being of the workman at intervals which are reasonable and practical under the circumstances.

15. COMPENSATION COVERAGE

- (a) When an employee is released from Compensation, he shall return to his previous job and rate of pay for a period of up to one (1) month to see if the employee is able to function at the job occupied at time of injury or sickness.
- (b) If, after that time, it is proven to the Employer that the employee is unable to do the job the employee held at the time of injury, the Employer will try to place the employee in a job which said employee can do. If this is impractical, then the employee shall be entitled to two (2) weeks' layoff notice in addition to two (2) weeks' pay for each year of service. This Section is subject to the Grievance Procedure.
- (c) **DAY OF INJURY** - If an employee is injured on the job, the Company will maintain his normal daily earnings for the day of injury.

16. BULLETIN BOARDS

(a) Union Notices

The Employer agrees to provide Union Bulletin Boards at each time clock for official Union notices and there shall be no interference by the Employer with said Notice Boards. The Union will be responsible for posting notices.

(b) Employer Notices

The Employer shall be responsible for posting the following items:

- i) A copy of this Agreement;
- ii) An up-to-date seniority list;
- iii) Plant job posting;
- iv) Compensation reports;
- v) Lay-off and recall list;
- vi) The names of all newly hired employees - weekly;
- vii) Accident Investigation Reports and W.C.B. Inspection Reports; and
- viii) Monthly Safety Statistics.

17. CONFLICTING AGREEMENT

The Employer agrees not to enter into any agreement or a contract with employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement, or any Statute of the Province of British Columbia or Canada.

18. PROTECTION OF RIGHTS

The Employer shall not require any Union member to cross a picket line or to accept any product or goods from any person or employees of any person with whom a Union has a picket or placard line around or against, or to deliver any product or goods to any person or employees of any person with whom a Union has a picket or placard line around or against.

19. SUB-CONTRACTING

Where the Company's facilities, space and trained personnel are available, the Company will continue to have all work which is presently performed by its employees performed by members of the bargaining unit. Where work is sub- contracted out due to operational requirements, no member of the bargaining unit will be laid off or displaced from their job classification.

A maximum of three (3) members of a Union Consultative Committee and the Chief Shop Steward shall meet with the Company once per month to review sub-contracted work. The Union Consultative Committee shall be comprised of up to four (4) elected committee members.

The Union's Committee will be elected by the employees of the following Maintenance Trade Classifications:

Canweld
Electrical
Machine Shop
Maintenance

These meetings do not interfere with the Grievance Procedure.

Should the Parties reach an impasse, they will submit the matter to preventative mediation.

Failing resolution, the matter shall be resolved by expedited arbitration. The Parties shall name arbitrator(s) within seven (7) days. If they can't agree on an arbitrator(s), they shall request the Minister of Labour to assign one.

20. GRIEVANCE PROCEDURE

- (a) Any complaint, disagreement or difference of opinion between the Employer, the Union or the employees covered by this Agreement, which concerns the interpretation or application of the terms and provisions of this Agreement, shall be considered a grievance.

Employees working hardship hours may request to speak to a Shop Steward during the course of their work, regarding a grievance or potential grievance. Such request shall not be unreasonably denied.

Any employee, the Union or the Employer may present a grievance. Any grievance which is not presented within thirty (30) days following the event giving rise to such grievance shall be forfeited and waived by the aggrieved party. This provision shall not be used to deny any employee his rights under the Provincial Labour Statutes. Only the Representative of the Employer and the Union Business Agent shall be allowed to initiate policy grievances.

- (b) Notwithstanding Section (a) of this Article, the Steps of the Grievance Procedure are as follows:

- i) Step 1 - Notwithstanding Section (a) of this Article, an employee shall discuss the grievance with his immediate supervisor. If the discussion does not produce a resolution to the dispute within five (5) working days, the employee along with his Shop Steward may put the grievance in writing and forward it to the immediate supervisor. The supervisor shall respond in writing within five (5) working days, stating the Company's position on the grievance. If a settlement is not reached, the grievance shall proceed to Step 2.

Step 2 - If a settlement is not reached in Step 1, then within five (5) working days of receiving the Company's response, the employee and Shop Steward shall provide written notification to the Operations Manager or his designate of the intention to proceed to Step 2.

Within five (5) working days of receiving written notice, the Operations Manager or designate, Shop Steward, and employee shall schedule a meeting in an attempt to settle the grievance. The meeting shall be scheduled to take place within the following ten (10) working days. The Operations Manager or his designate shall respond in writing within ten (10) working days of the meeting, stating the Company's position on the grievance. Failure to respond in writing within ten (10) working days of the meeting will result in the grievance proceeding to Step (3).

Step 3 - If a settlement is not reached in Step 2, the Union Business Agent shall contact the Director of Human Resources within ten (10) working days of receiving the Company's response to Step 2, in order to arrange a meeting to attempt to settle the grievance. The Company shall state its position in writing to the Union, within ten (10) working days of the Step 3 meeting. If settlement is not reached, the grievance may be submitted to Arbitration as set out below. The Union shall notify the Company in writing within thirty (30) days of receiving the Company's Step (3) reply if it intends to proceed to Arbitration.

- ii) If at any one of the three (3) stages set out herein the Employer's representative involved at any stage agrees to settle the grievance, his decision shall be final and no other Representative of the Employer shall try to upset or reverse the settlement.
 - iii) Notwithstanding the above, if any authorized Agent of the Union claims a violation of this Agreement, he may invoke the Grievance Procedure at Step 2 as the grieving party on behalf of the Union or on behalf of any employee or employees concerned.
 - iv) Time limits may be extended in writing by mutual agreement.
- (c)
- i) The party desiring Arbitration shall appoint a member for the Board and shall notify the other party in writing of its appointment and particulars of the matter in dispute.
 - ii) The party receiving the notice shall within seven (7) days thereafter appoint a member of the Board and notify the other party of its appointment.
 - iii) The two nominees so appointed (one by the Union and one by the Company) shall confer to select a third person to be Chairman within fourteen (14) days from the appointment of the second of them.
 - iv) Notwithstanding (c) (i), (ii) and (iii), the Parties may, by mutual agreement, select a single arbitrator.
 - v) If the Arbitration Board finds that an employee has been suspended or discharged without proper cause or improperly laid off, or improperly recalled following layoff, then that employee shall be reinstated by the Employer without loss of pay and with all his rights, benefits and privileges which he would have enjoyed if the discharge, suspension, improper layoff or improper recall had not taken place. If it is shown to the Board that the employee has been in receipt of wages during the period between discharge or suspension and reinstatement or the period of layoff or the period of improper recall then the amount so received shall be deducted from wages payable by the Employer pursuant to this clause, less any expenses which the employee has incurred in order to earn the wages so deducted, and provided that the Arbitration Board, if circumstances are established before it, which in the opinion of the Arbitration Board makes it just and equitable to do so, shall have the authority to order the Employer to pay less than the full amount of wages lost.
 - vi) The Arbitration Board shall have the power to determine whether a particular issue is arbitrable under this Agreement.

The Board of Arbitration shall not have any jurisdiction or authority to alter, amend or change any of the provisions of the Agreement, or to substitute any new provisions in this Agreement, or to give any decision inconsistent with the terms of this Agreement except where specifically stated in this Agreement.

Each of the parties hereto will bear the expenses of the Arbitrator appointed by it, and the parties will equally bear the expenses, if any, of the Chairman.

21. DISCIPLINE

- (a) Any disciplinary action taken by the Employer and requiring documentation to the employee's file will be put in writing within ten (10) working days after the disciplinary meeting.

Failure to provide in writing the nature and reasons of the discipline, within the time limits, will automatically nullify the disciplinary action. Copies of such material will be provided to the employee, Shop Steward, and Union Business Agent.

- (b) Any remarks on an employee's personnel record shall be deleted from such records one (1) year after the incident giving rise to such remarks and same shall not be used against the employee.

An employee shall have access to his personnel file upon seven (7) days of notification to the Industrial Relations Department.

22. SENIORITY

- (a) **Seniority Principle:** The Parties recognize that job opportunity and seniority should increase in proportion to length of service. It is agreed that the term "seniority" as used herein shall have reference to an employee's right to a job based upon his length of service with the Company, and his ability to efficiently fulfill the job requirements.
- (b) All promotions, transfers, filling of vacancies, layoffs, terminations, and rehiring after a lay-off or termination will be done strictly in accordance with the principles set forth in (a) herein.
- (c) The Employer shall immediately, and every three (3) months thereafter, supply the Union with and post on the bulletin board Seniority Lists setting out the name, classification and date of employment of all employees who have completed the probationary period.
- (d) Seniority will be on a plant wide basis.
- (e) An employee shall maintain and accumulate seniority during an authorized leave of absence.
- (f) **Probationary Period**

A probationary period of **ninety (90) working days** shall apply in the case of new employees.

- (g) When the probationary period is completed, seniority will commence from the original date of hiring.

- (h) **Lay-Off**

- i) Lay-offs and re-employment shall be based on plant wide seniority; that is, the last person hired shall be the first person laid off. Employees must be given notice of lay-off by Thursday of any week for a lay-off to be effective the following Sunday, provided they have completed the probationary period.
- ii) Where the Company posts a position, and there are no applications from those employees in active employment, it may canvas, in order of seniority, employees who are on lay-off.

Where an employee on lay-off wishes to apply for the posted position and subject to Section (a) of this Article and Article 23, the Company will recall the employee to commence his training period for the posted position.

- (i) In the event of a lay-off in a classification involving employees with more seniority than other employees in the plant, then the senior man shall exercise his seniority and bump the most junior employee in the plant.

An employee who is displaced from his posted classification and is trained and qualified to work in a classification that is higher than his posted classification and is temporarily vacant, will be crewed in that classification. If more than one employee is displaced and they are trained and qualified to work in a higher vacant classification, then the senior employee will be crewed in that classification. Vacancies will be filled based upon the operational needs of the Company.

Following the ninety (90) day rate retention period, the Company will offer to train an employee for a classification that is:

- i) Temporarily occupied by a junior employee, and
 - ii) Classified at a rate that is greater than the rate being held by the redundant employee.
- (j) In the event that the employee exercises his seniority and bumps into a job he has not previously performed, he will be given a reasonable opportunity of up to five (5) days to demonstrate his ability. After establishment of his ability the employee will be placed on a job training program for the position. However, if said employee lacks the ability he will be laid off. The employee shall be recalled to fill the first available vacancy unless it is a job he lacked the ability to fulfill.

An employee on lay-off who has at least five (5) years of seniority will be offered training to perform the job function of the junior employee. Such training will be offered within thirty (30) working days following the date of lay-off. A laid off employee who accepts training under this Article, will be treated for qualifying purposes as if he had applied under Article 23. A laid off employee who declines training will remain on lay off and shall be recalled to fill the first available vacancy unless it is a job he lacked the ability to fulfill.

The most senior junior employee with the capability to perform the job may be retained while the senior employee is being trained.

- (k) **Rate Retention**

Further to (i) and (j) above, the employee shall retain his present rate of pay for ninety (90) days. In order to maintain the wage rate retention, the employee will automatically be considered for higher paying jobs as they become vacant and provided he has seniority must accept same until his former job is vacant. The employee will receive the applicable rate of his former job or a new job, whichever is higher.

- (l) General Helpers must work thirty (30) days in a classification before being eligible to receive the rate of that classification.

(m) If an employee is temporarily removed from his regular work, he shall receive for his entire shift, the rate of the highest classification worked by him and no employee shall have his rate reduced below his regular rate.

(n) **Loss Of Seniority**

Seniority shall be lost if any employee:

- (i) Voluntarily leaves the employ of the Employer, or
- (ii) Is discharged for cause, or
- (iii) After a lay-off, fails to report for work for five (5) working days after being recalled by telephone and registered letter, or
- (iv) Has been out of employment by the Employer for a period of one (1) year or longer, except as defined in Article 8 (a), or leaves the bargaining unit for more than six (6) months to work in a **salaried position**.

23. JOB POSTING OR CLASSIFICATION

(a) All jobs which will be vacant for more than thirty (30) days (not temporary) in the bargaining unit will be posted on the bulletin board for five (5) working days. Employees interested in applying for a job will be required to sign the job posting and will also be required to sign a job application form, which shall be available in duplicate at the Supervisor's office. Employees shall retain one (1) copy of the written application for their own use.

Employees with required trades qualifications and necessary experience may apply for Maintenance positions by notifying the Company of his application, qualifications and experience. Employees appointed as Maintenance positions from within the plant shall be accorded a trial period of up to forty-four (44) working days.

(b) Where there is a difference between the Employer and the Union as to whether the senior employee has the ability to do the job, he shall be accorded a trial period of up to thirty (30) working days to demonstrate his skill and ability. If he is unable to perform the job, he shall be returned to his former job and no lock-in shall apply. The Company and the Union agree that a Joint Committee composed of the Manager Employee Relations and one other Company Representative and the Chief Shop Steward and one other Shop Steward shall meet as required to review and discuss the suitability of the employee for the position.

For purposes of this Section, an employee will be locked into his new job unless he is medically certified unable or has an inability to perform the work.

(c) Plant wide seniority shall apply to all job postings. Die shop employees will be unlocked if higher die shop classifications become available during their lock-in period.

Employees awarded jobs through Job Posting will be locked into that job for one (1) year. If a posted employee is laid off out of the plant for a continuous period of two (2) months or more, he will then be eligible to apply to another posting to return to the plant. If an employee is laid off out of the plant for less than two (2) months and would potentially be laid off for more than two (2) months, then the Company shall approve a request for the employee to be eligible to apply to another posting.

New employees will be locked into the job they are hired to perform for a period of six (6) months. During their first six (6) months of employment, new employees will be unlocked to permit them to apply for job postings in a higher Job Group.

(d) Temporary Jobs

- (i) The Employer shall have the right to place any employee into a job vacancy which has a duration of less than thirty (30) working days, seniority will prevail. Job posting will not be required for employees relieving a job incumbent who is absent beyond thirty (30) days. The Company will post the name of the absent employee, who the replacement employee is and where he comes from.

No employees shall be moved for more than a total of thirty (30) working days in any calendar year. If an employee volunteers to work beyond thirty (30) working days he will be allowed to do so. Employees moved more than thirty (30) working days without their written consent shall receive the overtime rate for each hour so worked beyond the 30th working day.

- (ii) In the instance of trained operators not being available, then the employee transferred under this Article if transferred from a hardship position, shall work hardship hours and be paid hardship premium. With the transfer the employee shall be paid the incentive of the position or the Appendix "E" amount, whichever is applicable.

(e) Successful Applicant

The Employer shall notify the successful employee or employees awarded the posted job(s) within seventy-two (72) hours after the job posting has been closed and the names of the applicants along with the successful applicant(s) shall be posted on the bulletin board within seventy-two (72) hours of the posting being closed. The successful applicant shall commence his new job within thirty (30) working days unless a training period is required for any employee involved in job changes as a result of the posting. The successful applicant for a job vacancy will be paid the job rate for the posted job when he commences work on the posted job, or on the thirtieth (30th) day after he is chosen for the posted job, whichever occurs sooner.

Should an employee find a job unsatisfactory within ten (10) working days on the new job, the employee shall be returned to his previous job classification. Should this occur, the classification shall be filled by the senior qualified applicant from the original job posting. Employees who elect to return to their previous classification shall not be eligible to apply for the renege position during the following eighteen (18) month period.

(f) Posting Application When Absent

Employees absent from a job due to:

- (i) Occupational accidents;
- (ii) Non-occupational accidents;
- (iii) Illness;
- (iv) Leave of absence or any other approved reason;
- (v) Vacation

can apply within a fourteen (14) day period of the date of job posting.

Where an employee is absent due to reasons cited in (i) or (ii) above, the employee must also provide the Company with a written medical prognosis from the employee's attending physician, certifying that the employee is anticipated to be available and capable of performing the duties of the posted position on the sixth (6th) day after he is chosen for the posted job. In the absence of such medical documentation, the employee's candidacy is void and the Company shall proceed to the next qualified applicant from the original job posting.

- (g) In the event that none of the applicants meet the requirements of the job in relation to Article 22 of this Agreement, the Company may fill the vacancy from any available source.
- (h) A copy of each separate job posting shall be sent to the Union office and the Chief Shop Steward along with a copy of those applications for postings received by the Employer and the name of the employee who has been awarded the posted job.

(i) **New or Changed Jobs**

When any job is created or put into operation or changes in the operation affect an established job, the Employer's Representative and a Union Representative shall meet to establish a classification, wage rates, and, if applicable, position premiums and incentives. If the parties fail to reach agreement, the Company will establish the classification, wage rate, premiums and/or incentives and should the Union disagree, the matter shall be settled by Arbitration as set out elsewhere in this Agreement.

(j) **Job Evaluation Period**

During the evaluation period of up to forty-five (45) days on a new job, no employee shall be subject to disciplinary action pertaining to learning the new job except for his removal from the job.

24. TECHNOLOGICAL CHANGE, RETRAINING & SEVERANCE

- (a) If the Employer proposes the introduction of equipment in his operations requiring specialized training, the Employer agrees to give first opportunity to employees then on the payroll through Job Posting procedures of this Agreement to operate this equipment and/or train to operate the equipment, provided the applicant qualified with the requirements of an independent aptitude test, if required by the Employer; cost of such test to be borne by the Employer. Any employee taking such a test is entitled to know the results of such test.
- (b) The Employer agrees to notify the Union no less than three (3) months in advance of the introduction of major new equipment.
- (c) The Employer agrees to work with the Union and with the Canada Employment Centre in order to arrange for training of employees whose jobs no longer exist as a result of automation, but whose seniority entitles them to continued employment. Such employees shall have the choice of taking the training provided or of accepting a layoff.
- (d) Full time employees with one (1) year or more service, whose employment is terminated as a result of technological change, or the closure of the whole or any part of the operation or loss

of business, shall receive termination pay of one (1) week's pay for each year of service with the Employer, at the rate of pay the employee was receiving on the date of termination.

The above shall not apply when an employee resigns or is discharged for cause.

- (e) Severance pay will not be applicable in the event of layoff of any employee unless the layoff without recall exceeds a period of twelve (12) months. However, the employee may choose to retain recall rights in a twelve (12) month period, thereby delaying the collection of severance pay. Employees may choose to receive their severance pay after being on lay-off for a period of six (6) months. However, an employee may choose to retain recall rights for a twelve (12) month period thereby delaying the collection of severance pay.
- (f) Whenever there is a significant change in job content or working conditions, the Company will meet with the Union to discuss the appropriateness of a rate revision. If agreement cannot be reached, the matter may be processed through the Grievance Procedure to a final conclusion.

25. DAYS AND HOURS OF WORK AND OVERTIME

- (a) Each employee shall work and be guaranteed eight (8) hours each day with a half (½) hour off for lunch and a consecutive guaranteed five (5) days, forty (40) hour work week, except as set out in Article 30(a) herein. The work week shall be Monday to Friday inclusive, except as set out in Article 26 Tuesday to Saturday, Article 28 Continuous Shift, Article 27 - Wednesday - Sunday - (Housekeeping Crew Only), and (c) herein. Days and hours of work as set out in Article 25, with the exception of the continuous shift Galvanizing Line, can only be changed by mutual agreement between the Union and the Company.

The forty (40) hour guarantee shall not apply to new hires during their first week of employment or to employees recalled from layoff. For employees recalled from layoff, this provision may only be applied once per calendar year.

- (b) The daily eight (8) hour work day will not apply where employees work an afternoon or graveyard shift when the hours will be seven and one-half (7 ½) hours with eight (8) hours pay for the afternoon shift, and seven (7) hours with eight (8) hours pay for the graveyard shift except as set out in Article 30(a).

The day shift shall not start prior to 6:00 a.m. or later than 8:00 a.m. The afternoon shift shall not start prior to 2:00 p.m. or later than 4:30 p.m. The graveyard shift shall not start prior to 10:00 p.m. or later than 12:30 a.m. The night shift for continuous operation shall not start prior to 6:00 p.m. or later than 8:00 p.m.

- (c) When additional shifts other than the ones set out in (b) herein are required, the Company shall so inform the employees affected seven (7) days in advance of instituting such shifts. It is agreed that senior employees shall have the right to refuse to work such shifts. These additional shifts must continue for three (3) consecutive days or employees involved shall receive double time rates of pay for all hours worked during the week.
- (d) The Sections (a) and (b) and Article 30(a) are intended to mean a guarantee of forty (40) hours of work or pay for each employee, once such employee commences work in any calendar week 12:01 a.m. Sunday to midnight the following Saturday.

(e) The provisions of Sections (a) and (b) and Article 25 do not apply in case of shutdowns necessitated by emergencies beyond the control of the Company. Shutdowns or layoffs due to the loss of business shall not be considered an emergency beyond the control of the Company. The forty (40) hour guarantee shall not apply if an employee:

- (i) Voluntarily quits;
- (ii) Does not work a full shift at his own request;
- (iii) Reports for work on a shift for which he was not scheduled;
- (iv) Employees who are recalled from lay-off after the commencement of the regular work week to fill in for employees who are absent due to unexpected injury or illness, bereavement leave, etc. will not be guaranteed forty (40) hours work and pay. Lay-off notices as per the Collective Agreement will apply to those persons so recalled.

(f) **SHIFT PREMIUM** - shall be paid for each hour worked.

Afternoon Shift - 60¢
Graveyard Shift - 65¢

(g) **OVERTIME - WHERE SHIFT PREMIUM PAID**

If overtime is worked on a shift where shift premium is paid, the shift premium will not be included in the rate for the calculation of overtime.

(h) The Company agrees that seniority will prevail with respect to choice of shifts other than Tuesday to Saturday, for Millwrights only.

(i) **SHIFT ROTATION**

Where shift work is required by the Employer, shifts must be rotated at least every fourteen (14) days and shall be done in such a manner as to ensure that employees have a minimum of twelve (12) consecutive hours off between regular shifts. Employees may waive the twelve (12) hour requirement if they so choose but, if they do so, such waiver must be in writing and initialed by the employee. Should this not be adhered to, employees shall be paid on the basis of double time for all hours worked on that shift.

(j) All hours worked outside the standard hours and outside the established shift hours shall be considered overtime and shall be paid for at the rate of double time. Employees may, however, work through their lunch and coffee on Friday afternoon shift and leave early. In this case they will not be paid overtime for their lunch and coffee breaks.

(k) **Call-In On Working Day**

Any employee called in to work in any emergency after his working day has been completed shall be paid a minimum of three (3) hours pay at the rate of double time, except when an employee is called in early immediately prior to his regular shift when he shall be paid a minimum of one (1) hour's pay at the rate of double time.

(l) **Call-In On Day Off**

When an employee is called in to work on one of his days off, he shall receive a minimum of four (4) hours pay at the overtime rates of pay.

- (m) It is compulsory for continuous shift employees to work the premium day each two (2) week cycle.
- (n) All employees shall have the right to refuse to work overtime except employees working the premium day each two (2) week cycle.
- (o) If an employee is required to change shifts more than once in the calendar week, he shall be paid double time rates of pay for all hours worked during that week.
- (p) **Overtime Distribution**

The Employer agrees that if it becomes necessary to work overtime, such overtime will be distributed equally amongst those posted employees within the affected classification, provided the employees wish to work such overtime. The equal distribution of overtime will be based on a calendar year and the current overtime status by department will be updated monthly. Should there be insufficient posted employees available for overtime, it is understood that the order of requesting overtime shall be: other employees who are performing the work, followed by other employees qualified to perform the work. Overtime awarded under this Clause shall not initiate rate retention.

An employee who declines overtime or is not available due to sickness, injury, vacation, or leave of absence, shall be considered to have worked the overtime for the purposes of equal distribution.

No employee shall work more than twelve (12) continuous hours. The twelve (12) continuous hours shall not be inclusive of meeting times, provided said meetings are at the beginning or at the end of a shift, and provided they are no longer than two (2) hours in duration.

When newly posted employees complete their trial period they will be deemed to have worked the same overtime hours as the employee in the classification with the highest number of overtime hours.

(q) **Banked Overtime:**

- (i) Employees will have the option to bank overtime worked to a maximum of one hundred (100) hours per year (June 1 to May 31). Each hour of overtime equals two (2) hours of time banked.
- (ii) All earnings associated with the banked overtime will be banked and paid out as the time off is taken.
- (iii) Employees wishing to bank overtime will clearly mark their cards accordingly.
- (iv) Any banked time-off not taken by May 31 of each year will be paid out.
- (v) Banked overtime will be taken at a time mutually agreeable to both the Company and the employee or may be used for sick leave.
- (vi) Employees over fifty (50) years of age will be allowed unlimited banking of overtime for early retirement as defined by government regulations.

26. TUESDAY TO SATURDAY SHIFT

- (a) Five (5) consecutive eight hour day shifts Tuesday to Saturday inclusive shall constitute the regular work week of the shift.
- (b) Sundays and Mondays shall be regular consecutive days off for this shift and any work performed on these days shall be paid at the overtime rates and conditions as provided for in this Collective Agreement.
- (c) The Company shall have the right to assign any number of maintenance mechanics to meet the maintenance requirements of the plant.
- (d) Employees working the Tuesday to Saturday shift will be paid 70¢ per hour over their regular classification rate for each hour worked on this shift.
- (e) Housekeeping and machinery cleaning crew Tuesday to Saturday and Wednesday to Sunday will have a combined maximum of five (5) employees.

27. WEDNESDAY TO SUNDAY SHIFT (Housekeeping Crew Only)

- (a) Five (5) consecutive eight (8) hour day shifts Wednesday to Sunday inclusive shall constitute the regular work week of the shift.
- (b) Mondays and Tuesdays shall be regular consecutive days off for this shift and any work performed on these days shall be paid at the overtime rates and conditions as provided for in this Collective Agreement.
- (c) Employees working the Wednesday - Sunday shift will be paid \$1.20 per hour over their regular classification rate for each hour worked on this shift.

28. CONTINUOUS SHIFT

Employees on continuous shift operation will rotate shifts according to the continuous shift schedule.

- (a) Employees working on a continuous shift basis will receive for all hours worked, premium as follows:

Continuous Shift Premium: - \$1.75

Premiums will not be included in the calculation of overtime.

- (b) Double rate will not be paid for work performed on Saturday or Sunday by employees on a continuous shift operation, except when such Saturday or Sunday is a General Holiday or a normal day off.
- (c) Continuous Operation employees working the premium day each two (2) week cycle shall be paid four (4) of the twelve (12) hours at applicable overtime rates in accordance with the following criteria. To qualify for four (4) hours of overtime an employee must work at least two (2) of the four (4) days. (Jury Duty, Bereavement Leave, and Statutory Holidays will be regarded

as days worked.) The remaining two (2) days must be any combination of vacation days and banked overtime days.

SCHEDULE "X"
CONTINUOUS SHIFT SCHEDULE
168 HOURS OVER FOUR WEEKS

WEEK 1

Shift	1	2	3	4	5	6	7
A	Night	Night	---	---	Day	Day	---
B	Day	Day	---	---	Night	Night	---
C	---	---	Night	Night	---	---	Day
D	---	---	Day	Day	---	---	Night

WEEK 2

Shift	1	2	3	4	5	6	7
A	---	---	Night	Night	---	---	Day
B	---	---	Day	Day	---	---	Night
C	Day	Day	---	---	Night	Night	---
D	Night	Night	---	---	Day	Day	---

WEEK 3

Shift	1	2	3	4	5	6	7
A	Day	Day	---	---	Night	Night	---
B	Night	Night	---	---	Day	Day	---
C	---	---	Day	Day	---	---	Night
D	---	---	Night	Night	---	---	Day

WEEK 4

Shift	1	2	3	4	5	6	7
A	---	---	Day	Day	---	---	Night
B	---	---	Night	Night	---	---	Day
C	Night	Night	---	---	Day	Day	---
D	Day	Day	---	---	Night	Night	---

Shift is 12 hours

29. 7 - DAY CONTINUOUS SHIFT WAREHOUSEMEN

PREMIUMS

- (a) Employees working on a continuous shift basis will receive for all hours worked, premium as follows:

Twelve Hour Shift Premium: \$1.75/hour

Premiums will not be included in the calculation of overtime.

- (b) Double rate will not be paid for work performed on Saturday or Sunday by employees on a continuous shift operation, except when such Saturday or Sunday is a General Holiday or a normal day off.

- (c) Premium Day (worked)* 8 Hours Straight Time
- 12 Hour Shifts 4 Hours Overtime
*Paid once every two (2) week cycle.

Vacations will be covered by volunteers or overtime on weekends.
Shift premium for night shift will be 80¢ per hour.

Layoff will be by seniority.

Notes:

- Seven day employees will not displace five day employees.
- No intention of removing overtime from five day shippers on the weekends.
- Company will post for five day and seven day jobs.
- Shipper/Warehouseman will be required to receive and/or stage nails on Saturdays and Sundays provided no 5 day operators are available for the overtime.

30. **HARDSHIP CLASSIFICATIONS**

- (a) Three (3) consecutive eight (8) hour shifts or two (2) consecutive twelve (12) hour shifts will constitute a regular work day. There shall be no lunch breaks and coffee breaks during the eight (8) hour shift or twelve (12) hour shift. This includes the Wire Drawing Operator, Cleaning House Operator and Wire Drawing Forklift Operators; the Galvanizing Operators, and the Nail Set-up Operators, **Nail Packing Line Operators**, Hot Galvanize Operators, Floaters, Trainers, Chargehands and Leadhands working the aforementioned classifications.
- (b) In the event that the galvanizing operators go onto a five (5) day work week (Monday - Friday inclusive), the hardship premium shall be paid in addition to the rate and incentive outlined in Appendix "C" and Appendix "D".
- (c) Shift notices will be posted no later than Thursday for the following week. In the event an employee is assigned to a twelve (12) hour shift schedule from a five (5) day schedule he shall be given a minimum of eight (8) hours notice. During the first week of his assignment he shall have the option to take his regular days off. If he chooses to work on those days, overtime rates shall not apply.

31. **LUNCH AND REST PERIODS**

- (a) The lunch period shall not be scheduled earlier than three and one-half (3 ½) hours nor later than four and one-half (4 ½) hours from the commencement of an employee's shift. The employees shall receive one-half (½) hour off for the purposes of eating a meal.
- (b) All employees shall receive a ten (10) minute break in each half of their daily shift. This time for said breaks to be determined by Management. However, such breaks shall not be scheduled earlier than one and one-half (1 ½) hours nor later than two and one-half (2 ½) hours from the commencement of each half of an employee's work shift.
- (c) **OVERTIME MEAL** - Employees requested to work two (2) hours of overtime after completion of their regular shift will receive a ten (10) minute break within the first hour commencing his overtime and will be paid one (1) hour at regular time in lieu of meal allowance.
- (d) Employees working non-hardship hours during a twelve (12) hour shift will receive four (4) breaks of ten (10) minutes and one thirty-five (35) minute lunch break. The time for the above breaks will be determined by Management according to the table below:

Time from the Start of the Shift	
Break #1	1.5 hrs. - 2.5 hrs.
Break #2	3.5 hrs. - 4.5 hrs.
Lunch Break	5 hrs. - 7 hrs.
Break #3	7.5 hrs. - 8.5 hrs.
Break #4	9.5 hrs. - 10.5 hrs.

32. REST FACILITIES

Adequate washrooms, lunch room and a place to hang clothing will be provided by the Company and kept in a sanitary condition. The Company will supply towels, soap and other supplies normally found in rest rooms. Employees will co-operate by observing the rules of cleanliness.

33. PAY DAY AND PAY STATEMENTS

- (a) Employees covered by this Agreement shall be paid on Tuesday of every second (2nd) week.
- (b) In order that an accurate record of hours worked are kept, the Employer shall install a time clock and time cards. Each employee commencing work for the Employer shall be issued a time card. Said time card shall be punched before commencing work and upon completion of an employee's work, and all time shown thereon shall be paid for as stated above. Such time cards shall show each day's date and time punched thereon. Employee's total hours and minutes per shift will be calculated from information on time cards, showing time started and time finished work.

Or when alternate electronic time-keeping methods are installed, employees will continue to accurately record their hours as per the new procedures.

- (c) The Employer shall provide every employee covered by this Agreement with a separate or detachable written or printed itemized statement in respect of all wage payments to such employee that can be clearly interpreted by an employee. Such statements shall set forth the total hours worked, total overtime hours worked, the rate of wages applicable, and all deductions made from the gross amount of wages.
- (d) **PAY CHEQUES** - Incorrect payment of monies shall be corrected within forty-eight (48) hours from the date the Supervisor on shift is notified of the error.
- (e) Direct deposits of all pay cheques are available to all employees upon request.

34. SEPARATION OF EMPLOYMENT

- (a) If an employee is discharged by the Employer, he shall be paid in full all monies owing to him by the Employer on the date of his discharge.
- (b) If an employee terminates employment of his own accord, the Employer may withhold payment for five (5) calendar days beyond employee's termination date but must pay not later than the sixth (6th) day.
- (c) Upon termination, the Employer shall give a Record of Employment Certificate to the employee within five (5) days of the last day worked.
- (d) Upon retirement, if an employee's age plus years of continuous service are equal to or exceed eighty (80), the employee will receive one (1) day's pay, at their current base rate classification, for each year of continuous service.

(e) **Retirement Bonus**

Active employees hired before June 30th, 2012 and who have a minimum of fifteen (15) years service, may apply to receive a retirement bonus for the greater of twenty thousand dollars (\$20,000) or twenty-five percent (25%) of the retiring employee's last posted wage rate times two thousand eighty (2080) hours. The Company will grant up to seven (7) such bonuses per calendar year with any additional bonuses being granted solely at the Company's discretion.

Employees who wish to take advantage of the retirement bonus should apply by October 31st of the contract year preceding the year in which they wish to retire.

Retirement bonuses will be awarded starting with the employee with the highest seniority who applies.

In some specific circumstances an additional criteria for receiving the retirement bonus will be that the retiring employee train their replacement. Training premiums will still apply as per the Collective Agreement.

This bonus is in recognition of the new general helper classification and will remain in place as long as this classification is in effect.

The employee may delay receiving this bonus until January of the calendar year following his retirement date.

35. **CLEAN UP**

All employees working with tools shall be allowed a clean-up period of at least five (5) minutes before the completion of his shift for the clean-up and stowage of Company equipment and the employee's personal tools.

36. **GENERAL HOLIDAYS**

(a) It is agreed that all employees, including 12 hour shift employees, shall be entitled to the following General Holidays, with pay, based on eight (8) hours of the applicable rate. In order to qualify for eight (8) hours pay for the following General Holidays, an employee must have completed fifteen (15) calendar days of employment with the Company. **If Family Day is ever removed as a Statutory Holiday, it will be replaced by Heritage Day.**

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

(b) i) **Monday to Friday**

When General Holidays fall on a Saturday or 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.

ii) **Continuous Operation/Tuesday to Saturday/Wednesday to Sunday**

General Holidays shall be scheduled to maximize one continuous shutdown. Should an employee work on a holiday in lieu of another day off, he shall work at straight time rates for that day. The Company shall post a General Holiday schedule by December 1st of each year for the following calendar year.

Housekeeping employees will recognize Good Friday on Easter Sunday, and Easter Monday on the following Wednesday.

- (c) If during the life of this Agreement, the Federal or Provincial Governments declare or proclaim any other day than those listed herein as a Holiday, then employees shall receive such day off with pay as set out herein in (a) above.
- (d) Employees who are required to work on a General Holiday shall be paid eight (8) hours for the Holiday and double time for all hours worked on the shift. Week-end clean up employees shall be paid 4.8% of their regular straight time earnings in lieu of receiving General Holiday pay.
- (e) Schedule X employees working on a General Holiday that falls on a Friday shall be paid as follows:
 - (1) 8 hours for the General Holiday;
 - (2) plus 12 hours overtime for working the General Holiday hours;
 - (3) plus 4 hours overtime for their standard Friday shift overtime hours.
- (f) Should any of the above Holidays occur during an employee's vacation period, he will be given an extra day's vacation with pay for each holiday.
- (g) Employees not actively employed because of:
 - lay-off
 - unpaid leave of absence
 - illness or injury and not eligible for W.C.B. or Weekly Indemnity payments for the involved General Holiday and who work some time within the fourteen (14) day period prior to, or the fourteen (14) day period following the General Holiday(s) in question, will qualify for General Holiday pay for such General Holidays.

37. ANNUAL VACATIONS

- (a) No later than January 15th of each year, the Employer shall post a vacation list on the bulletin board, and each employee in order of seniority shall apply for his vacation on such list at a time the vacation is desired. Employees shall schedule vacations promptly, and vacation selection must be completed by March 1st. Annual vacations will be awarded on the basis of plant wide seniority within each classification. The Employer must confirm the employee's vacation entitlements by March 30th and any change done after that time must be done by mutual agreement only.

Once entitled to at least two (2) weeks vacation every employee shall have the right to take two (2) weeks vacation during the period **May 15th to September 15th each year**. Employees entitled to more than two (2) weeks vacation who wish to take their vacation in one (1) unbroken

period must do so **in the period September 16th to May 14th**, at a mutually agreed upon time, that will not unduly interfere with production schedule.

When employees are on a leave of absence, this shall not affect or be part of scheduling employees' entitlements for vacations.

Employees with less than one (1) year of seniority at May 31st will be entitled to vacation time prorated to months of service.

(b) The Vacation cutoff date is May 31st.

Employees who will be entitled to three (3), four (4), five (5) and six (6) weeks annual vacation whose anniversary date falls on June, July and August will be deemed that May 31st is the anniversary date for the next level of vacation entitlement.

VACATION PAY - All employees shall receive their vacation pay either at the time of taking said vacation or on the second pay period of June (June 25, 2004, June 24, 2005, June 23, 2006, June 22, 2007, June 20, 2008) of each year. An employee will indicate his choice when applying for his vacation time. Employees may use lay-off time as vacation time, or defer vacation to subsequent year. Company will have the right between October 1 and April 30 of failing voluntary scheduling of outstanding vacation to schedule vacation to ensure conformance.

(c) EMPLOYEES WILL RECEIVE VACATIONS AND BE PAID FOR THE VACATION IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

Years of Continuous Service	Vacation Period	Vacation Pay*
1 year but less than 3 years	2 weeks	4% or 2 weeks - whichever is greater
3 years but less than 7 years	3 weeks	6% or 3 weeks - whichever is greater
7 years but less than 14 years	4 weeks	8% or 4 weeks - whichever is greater
14 years but less than 17 years	5 weeks	10% or 5 weeks - whichever is greater
17 years and over	6 weeks	12% or 6 weeks - whichever is greater

*Vacation pay will be calculated out as of May 31st of each year. Employees wishing to be paid as they take their vacation will be paid based on the total owed as of May 31st.

Vacation Service Bonus - Employees who have completed 8 years of service will receive an additional ½% of their gross vacation wages for each additional year of service. Cut-off date for bonus entitlement is May 31st of each respective year.

Vacation Bonus Weeks - Effective July 1st, 1993 employees who have completed twenty- one (21) years of service will be entitled to a bonus two (2) weeks of vacation in each following five (5) year period. These two (2) weeks must be taken within the five (5) year period.

- (d) **Vacation Pay Calculation** -When an employee has worked a minimum of thirteen hundred and fifty (1350) hours in a calendar year, including vacation time and WCB up to two hundred and fifty (250) hours, running from Company cut-off date to Company cut-off date, he shall be eligible for vacations with pay as set forth above. If less than thirteen hundred and fifty (1350) hours are worked, the employee shall be entitled to vacations as set forth above, however, the applicable percentage rate only shall apply.

All employees must take their full vacation entitlement provided thirteen hundred and fifty (1350) hours have been worked. If less than thirteen hundred and fifty (1350) hours have been worked, an employee shall only be required to take two (2) weeks vacation and may, at the employee's request, accept the balance of monies owed in lieu of vacation time.

- (e) An employee who terminated his employment before he is entitled to two (2) weeks vacation pay shall receive four percent (4%) of the gross earnings he received while in the employ of the Employer.
- (f) An employee who terminates his employment after he has had his vacation he earned for the previous year, shall receive four percent (4%), six percent (6%), eight percent (8%), ten percent (10%), or twelve percent (12%), as the case may be, of his pay for the year in which he ends his employment for which no vacation has been paid.
- (g) Prior to an employee going on his vacation, the Employer shall furnish the employee with a statement showing the gross earnings for which the employee is receiving his vacation pay and how the vacation pay was calculated, i.e. on a percentage basis or weekly wages.

38. VEHICLE MAINTENANCE

- (a) The maintenance of equipment in a sound operating condition is not only a function, but a responsibility of the Employer.
- (b) The Employer shall not require employees to operate any vehicle that is not in safe operating condition or equipped with the safety appliances or stickers prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment.
- (c) A form shall be supplied the driver on which to report defects in equipment with sufficient copies so that the driver may retain a copy. Such vehicles shall not be operated until the defect has been rectified.
- (d) The Employer shall not require any employee to operate a vehicle in a manner which contravenes any Statutes, Regulations or By-Laws.
- (e) If a driver is charged by police with a violation of traffic laws while working and is subsequently found not guilty in court, the Employer shall pay that employee's legal fees and lost wages.

39. PROVIDING OF TOOLS

The Employer will provide to all employees, other than Maintenance personnel, tools that they require for the job. The tools will be provided without charge. Employees will be required to sign when they have received tools and will be required to replace tools that are lost or damaged as a result of carelessness. All tools that are unavoidably lost or damaged will be replaced by the Employer. The Employer may not deduct the replacement cost of any tool from an employee's pay cheque without written authorization. For Maintenance employees all tools that are broken or stolen will be replaced by the Employer. Maintenance employees are required to submit at least once per calendar year an updated list of all their tools. New employees are required to submit a tool list upon joining the Company.

40. PLANT CHARGE HANDS/TRAINERS/LEAD HANDS

(a) General

- i) The names of all Supervisors, Plant Charge Hands, Trainers, and Lead Hands shall be posted on the bulletin board.
- ii) Plant Charge Hands, Lead Hands and Trainers will maintain their work areas in accordance with Company housekeeping and safety standards.
- iii) Plant Charge Hands, Trainers and Lead Hands shall be considered as classifications for the purposes of Job Postings, wage retentions, etc.
- iv) The Company will post Trainer and Lead Hand jobs. The employee applying for the posting must either currently hold or have held the highest classification that will be supervised or trained in order to be considered for a Trainer or Lead Hand position. Of those employees who meet the above criteria, seniority is the determining factor if abilities are equal.
- v) Plant Charge Hand positions will be posted. Applications will be received from employees who feel they are qualified and want to be considered for such postings. Employees applying for the posting must hold or have held the highest classification that will be supervised in order to be considered for a Plant Charge Hand position. The Company shall select the best qualified candidate.
- vi) Employees working as Plant Charge Hands, Trainers, or Lead Hands will receive the appropriate premium above the highest classification supervised. Employees responsible for weekend supervision shall receive the Plant Charge Hand premium.
- vii) When a Plant Charge Hand, Lead Hand, or Trainer is redundant or withdraws from their position, the incumbent employee shall revert back to the highest classification previously held in their area of responsibility.

(b) PLANT CHARGE HAND

A Plant Charge Hand is an employee in the bargaining unit designated by the Company to assist the supervisor. He is responsible for designated classifications, and his responsibilities and duties will be as follows:

- i) to assist in the administration, and evaluation of employees;
- ii) to co-ordinate and schedule the production and transmit work instructions to employees in the work group;
- iii) to liaison with supervisory management and immediate designated classifications;
- iv) to perform the same or similar duties as employees in the designated classifications;
- v) to perform such other tasks as directed by the supervisor.

(c) **TRAINER**

A Trainer is a person who is responsible for training designated classification(s). Employees will be unlocked to apply for this position. Only qualified operators will be considered, and an assessment [Article 24(a)] will be used in the selection process. His responsibilities and duties will be as follows:

- to administrate, instruct, and assist in the evaluation of employees during their training program.

Trainers will report to a Management person.

(d) **LEAD HAND**

A Lead Hand is an employee who is assigned to instruct others in the performance of their work and will ensure adherence to Company production and quality standards.

41. PREMIUMS

- (a) - Lead Hand \$1.10 per hour
- Trainer **\$2.35 per hour**
- Plant Charge Hand \$1.85 per hour

(b) Maintenance employees who are required to have a valid Engineer or Boiler Certificate shall, in addition to all other wage differentials, receive **one dollar (\$1.00) per hour** for all hours worked.

(c) Electricians who obtain Electronic Tickets shall in addition to all other wage differentials receive forty cents (40¢) per hour for all hours worked.

(d) All trade employees who are required to supply their own tools shall be paid a premium of twenty cents (20¢) per hour for all hours worked.

(e) First Aid Attendant Level II or III - **one dollar (\$1.00)** per hour for all hours worked.

(f) **Hardship Premium**

Hardship Premium - three dollars and twenty cents (\$3.20) per each regular hour worked in the following classifications:

Wiredraw Operator
Cleaning House Operator
Wiredraw Forklift Operator
Wiredraw Trainer

Galvanizing Operator
Galvanizing Trainer
Nail Set-up Man
Nail Galvanizer
Nail Cutting Trainer
Nail Finishing Trainer
Nail Packing Line Operator
Floater
12 Hour Mesh Operators
Chargehands and Leadhands working in the above classifications.

(g) **Job Training**

When an employee, excluding Lead Hands, Charge Hands, and Trainers, is required to train another employee on a specific job, the employee who is acting as instructor shall receive an additional **two dollars and thirty-five cents (\$2.35) per hour** above his classified rate of pay for each hour spent in training the other employee.

42. SUPERVISORS

Employees will take orders from the Plant Manager or Plant Superintendent only when the employee's immediate Supervisor, Charge Hand or Lead Hand is not readily available.

43. PAID ELECTION TIME OFF

The Employer shall not alter regular or normal hours of employment to circumvent the requirements of the Canada Elections Act or the Provincial Elections Act.

44. TRANSPORTATION

No employee shall be required to use his car on Employer business.

45. GENDER

Whenever the use of the male gender is used herein, it shall also apply to female gender.

46. ARTICLE HEADINGS

The Article Headings shall be used for purposes of reference only, and may not be used as an aid in the interpretation of this Agreement.

47. SAVINGS CLAUSE

(a) If any Article or Section of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons or

circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

- (b) In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, they may submit the dispute to the Grievance Procedure as in Article 20 herein.

48. MANAGEMENT RIGHTS

- (a) The Management has the right to establish new jobs, abolish or change existing jobs, increase or decrease the number of existing jobs, change materials, processes, products, equipment, and operations. The Company shall also have the right, subject to the provisions of this Agreement, to schedule and assign work and work to be performed. The right to hire employees, to transfer and to lay-off employees because of a lack of work, or other legitimate reasons, suspend, demote, discipline or discharge for proper cause. However, the Company shall not discipline or discharge an employee except for proper cause, and grievances or disputes in connection with the foregoing provisions of this Section shall be subject to the grievance procedures hereinafter in this Agreement set forth.
- (b) The Company shall have the right to establish, maintain and enforce reasonable rules and regulations to assure orderly plant operations, it being understood and agreed that such rules and regulations shall not be inconsistent or in conflict with the provisions of this Agreement. The Company shall post on its bulletin boards and furnish each employee with a written or printed copy of all such rules and regulations and all changes therein. The Company shall furnish the Union with a copy of all such printed or written matter directed at employees covered by this Agreement. The Company shall not take disciplinary actions without first warning the employee unless the circumstances justify immediate suspension or discharge. Warnings shall be given in writing in the presence of a Union Committee Man or Steward.

49. APPENDICES

The Appendices attached shall form part of the Collective Agreement in force between **July 1st, 2012 and June 30th, 2015.**

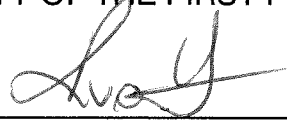
50. LETTERS OF UNDERSTANDING

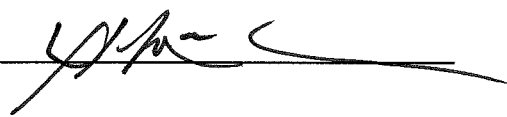
It is agreed that Letters of Understanding between the Parties are attached to and are considered to form a part of the Collective Agreement.

IN WITNESS WHEREOF the Party of the First Part has hereunto affixed its signature(s) in the presence of its Officers duly authorized therefore, and the Party of the Second Part has hereunto affixed its signature(s) and seal by its Officers duly authorized therefore.


DATED at _____, British Columbia, this _____ day of _____, 2012.

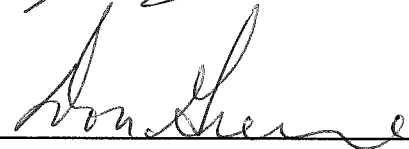
PARTY OF THE FIRST PART:





PARTY OF THE SECOND PART:





APPENDIX "A"

HEALTH AND WELFARE PLAN

- (a) **Effective July 1st, 2012**, the Employer agrees to continue participation in the Teamsters Local 213 Miscellaneous Division Health and Welfare Plan and Trust Fund (The Plan and Fund) for all employees subject to the jurisdiction of this Agreement (hereinafter referred to as "employees"). The Employer will continue and/or commence contributions to the Plan and Fund on the following basis:
- (1) from the effective date for all employees who have completed the requirements set forth in (2) below; as of the effective date;
 - (2) for all other employees as of the effective date and all employees whose date of employment is after the effective date:
 - (i) from the first (1st) day of the month next following or coincident with the date which is one (1) month after his date of employment, contributions shall commence with respect to all benefits except Dental;
 - (ii) from the first (1st) day of the month next following or coincident with the date which is twelve (12) months after his date of employment, contributions shall commence with respect to Dental benefits;
 - (iii) from the date of employment for all benefits for any employee subject to the transfer provisions of the Plan.

The Employer agrees to make such monthly contributions to the Trust Fund for the benefits to be provided to its employees as the Trustees of the Plan and Trust Fund shall establish from time to time and do such other things as may be required to become and remain an Employer under the Plan and Trust Fund.

It will be the responsibility of the Employer to ensure that all employees complete such forms as are required in the operation and administration of the Plan and for making the required contributions to the Trust Fund on their behalf. Failure of the Employer to secure the necessary administration forms from employees, forward completed forms and/or remit contributions on the due date to the Administrator as appointed by the Trustees, will cause the Employer to be liable for any claims arising as a result of such failure.

It shall be the Union's responsibility to supply all necessary administration forms to the Employer.

The benefits as described below shall be provided to the employees in accordance with the terms and conditions of the Plan and Fund:

Medical Services Plan of B.C.	Payment of premiums for coverage at such rates as may be established from time to time by the B.C. Government which has not opted out.
Group Term Life Insurance	\$30,000.00
Accidental Death and Dismemberment Insurance	An amount equal to the Group Term Life Insurance

Weekly Indemnity Benefits \$450.00/wk.
 \$600.00/wk (effective January 1, 2013)

Long Term Disability Benefit \$1,500.00/mth
 \$2,000/mth (effective January 1, 2013)

The definition of total disability is "own occupation" for the first 104 weeks (i.e. 52 weeks Weekly Indemnity plus 52 weeks Long Term Disability) and "any occupation" thereafter.

Dental Benefit Basic
 (Part A)-100% coverage
 Major Restorative
 (Part B) - 75% coverage
 Orthodontic
 (Part C) - 50% coverage

Extended Health Care Benefit \$25.00 deductible, 100% reimbursement above deductible with vision care. Direct Pay Drug Plan provided.

- (b) However, if any employee is otherwise covered for M.S.P., the employee may opt out of the M.S.P. coverage under this Agreement. If such other coverage ceases, then it shall be the employee's responsibility to notify the Employer and to request coverage which the Employer shall then provide immediately.
- (c) The Employer shall remit the required contributions under this Article to the Administrator appointed by the Trustees of the Teamsters Local 213 Miscellaneous Division Health and Welfare Plan by the tenth (10th) day of the month for which such contributions are due. Cheques are to be made payable to the Teamsters Local 213 Miscellaneous Division Health and Welfare Plan.
- (d) The Employer shall remit contributions for employees who are absent from work due to an illness or accident for up to fifty-two (52) weeks.

Employees who return to work from an illness or accident after an absence of more than fifty-two (52) weeks, shall have their insured benefits reinstated upon return.

Employees who return to work on a graduated return to work or work conditioning program shall receive benefit coverage while participating in the program. In the event the employee does not return to active employment at the conclusion of the program, then benefit coverage shall be terminated at the end of the third (3rd) month of such program.

- (e) For employees who become laid off, the Employer shall remit contributions required to maintain the Medical Services Plan of B.C. coverage and Extended Health Care Benefit. This lay-off provision shall take effect on the first (1st) day of the month following the month in which the employee was laid off and shall continue during the lay-off but for a maximum period of three (3) months.
- (f) The cost of the Health and Welfare Plan shall be borne as follows:
Medical Services Plan of B.C. 100% paid by Employer

Extended Health Care Benefit	100% paid by Employer
Group Term Life Insurance	100% paid by Employer
Accidental Death and Dismemberment Insurance	100% paid by Employer
Dental Benefit	100% paid by Employer
Long Term Disability Benefit	100% paid by Employer (excepting first three months of employment which will be paid for by the employee)
Weekly Indemnity Benefit	100% paid by Employer

- (g) There will be no waiting period for employees who have been laid off and recalled with seniority, who have completed benefit waiting period.

APPENDIX "B"
RETIREMENT PLAN

(a) Group RRSP

In order to permit employees of the Company to participate in a Group RRSP the Parties agree as follows:

Company Contributions

- i) Effective on July 1, 2004, the Company will make contributions to the Group RRSP on behalf of its employees per all hours paid as follows:

Qualifying Periods	July 1, 2004
13 th month to 48 th month	\$1.39
49 th month to 120 th month	1.50
121 st month to 180 th month	1.60
181 st month to 240 th month	1.70
241 st month to 300 th month	1.80
301 st month and over	1.85

New employees hired after January 1st, 1999 will be eligible to participate in the Group RRSP after completion of twelve (12) months' employment. Participation in the Plan will be voluntary.

Employee Contributions

Effective January 1st, 2000 employees will contribute to the Group RRSP as follows:

13 th month to 48 th month	20 cents (20¢) per all hours paid
49 th month to 120 th month	50% of the Company contribution
121 st month to 180 th month	50% of the Company contribution
181 st month to 240 th month	50% of the Company contribution
241 st month to 300 th month	50% of the Company contribution
301 st month and over	50% of the Company contribution

- ii) Company contributions are conditional on the employee's participation and contributions.
- iii) Employee's anniversary date for establishing years of service for the level of Group RRSP contribution is based on each employee's hire date.
- (iv) New Employees hired after ratification of this agreement will be eligible to participate in the group RRSP after completion of twelve (12) months of employment. Participation in the plan will be voluntary. The Company will make contributions equal to two percent (2%) of their gross earnings. Company contributions are conditional on the employee's participation and contributions. In addition, the employee will contribute two (2%) of their gross earnings to the RRSP. After ten years employment they will receive and make the contributions required in Appendix B(a) (i), (a) (ii) and (a) (iii) above.**

(b) Group RRSP Committee

- i) The Group RRSP shall be administered by a committee consisting of four (4) members elected by the Bargaining Unit and four (4) members appointed by the Company. The Committee will establish its own Protocol for the conduct of its affairs.

ii) The Company will authorize Sun Life or any subsequent RRSP provider to provide the Committee with copies of all documents that a member of the Retirement Committee might reasonably request which are relevant to the operation of the Plan and any investment arrangements made through the Plan.

(c) Renewals

The Group RRSP, except for (a) and (b), does not form part of the Collective Agreement and any decisions of the Group RRSP Committee are not subject to the grievance process.

APPENDIX "C"
WAGE SCHEDULE - RATES PER HOUR

JOB CLASSIFICATION	GROUP	JULY 1/12	JULY 1/13	JULY 1/14
New General Helper	1a	20.00	20.00	20.20
General Helper	1a	26.88	26.88	27.15
Housekeeper	1a	26.88	26.88	27.15
Annealing Operator	1a	26.88	26.88	27.15
Janitor	1a	26.88	26.88	27.15
Vinyl Wire Operator	1a	26.88	26.88	27.15
Rewinder Operator	1a	26.88	26.88	27.15
Farm Fence Operator	1a	26.88	26.88	27.15
Stucco Mesh Operator	1a	26.88	26.88	27.15
Phosphate-Vinyl Operator	1a	26.88	26.88	27.15
Electro-Galv Operator	1a	26.88	26.88	27.15
Straight & Cut Operator	1a	26.88	26.88	27.15
Ring Machine Operator	1a	26.88	26.88	27.15
Collator Helper/Packer	1a	26.88	26.88	27.15
Steel Setter	1b	26.22	26.22	26.48
Barb Wire Operator	1b	26.22	26.22	26.48
Utility Man	2	27.02	27.02	27.29
Galvanizing Helper	2	27.02	27.02	27.29
Storekeeper	3	27.44	27.44	27.71
Treatment Plant Operator	4a	28.11	28.11	28.39
Nail Packing Operator	4b	27.45	27.45	27.72
Shipper/Warehouseman	5	28.27	28.27	28.55
7 Day Warehouseman	5	28.27	28.27	28.55
Die Lapper Grinder	6a	28.67	28.67	28.96
Mesh Finishing Trainer	6a	28.67	28.67	28.96
Collator Set-Up Operator	6a	28.67	28.67	28.96
Floater	6a	28.67	28.67	28.96

**APPENDIX "C" (CONT'D)
WAGE SCHEDULE - RATES PER HOUR**

JOB CLASSIFICATION	GROUP	JULY 1/12	JULY 1/13	JULY 1/14
Mesh Operator	7	29.04	29.04	29.33
Game Fence Machine Operator	7	29.04	29.04	29.33
Yard Man	8	30.27	30.27	30.57
Wire Die Maker	9	30.34	30.34	30.64
Nail Die Maker	9	30.34	30.34	30.64
Maintenance Helper	9	30.34	30.34	30.64
Motor Mechanic Assistant	9	30.34	30.34	30.64
Nail and Wire Die Maker	10	31.95	31.95	32.27
Journeyman - Tradesman	11	35.14	35.14	35.49
Maintenance Machinist	11	35.14	35.14	35.49
Electrician	11	35.14	35.14	35.49
Tool & Die Maker	11	35.14	35.14	35.49
Millwright	11	35.14	35.14	35.49
Machinist	11	35.14	35.14	35.49
Motor Mechanic	11	35.14	35.14	35.49
Piper Fitter	11	35.14	35,14	35.49
Carpenter	11	35.14	35.14	35.49
Welder Fabricator	11	35.14	35.14	35.49
Welder	11	35.14	35.14	35.49

APPENDIX "C" (CONT'D)
WAGE SCHEDULE - RATES PER HOUR
Classifications Working Three (3) Eight (8) Hour Shifts

Wiredraw Trainer	6	28.01	28.01	28.29
Wiredraw Operator	6	28.01	28.01	28.29
Wiredraw Forklift Operator	6	28.01	28.01	28.29
Cleaning House Operator	6	28.01	28.01	28.29
Nail Finishing Trainer	6	28.01	28.01	28.29
Nail Cutting Trainer	6	28.01	28.01	28.29
Nail Galvanizing/Spin Galv Operator	6	28.01	28.01	28.29
Nail Galvanizer	6	28.01	28.01	28.29
Nail Set-Up Man	6	28.01	28.01	28.29
Galvanizing Trainer	6	28.01	28.01	28.29
Galvanizing Operator	6	28.01	28.01	28.29

Effective July 1st, 2012 a new General Helper classification will be created at the rate of twenty dollars (\$20.00) per hour. Work in the new General Helper classification will include: Housekeeper, Rewinder Operator (Spooling), Phosphate/Vinyl/Wash Operator, Ring Machine Operator, Collator Helper/Packer, Steel Setter, Barb Wire Operator, Spike Packing Operator, Mesh Helper, 4R Rework, Electric Fence, Annealing/Bundling.

If the new General Helper works outside of these positions, he will be given the wage of the classification he is working. When a new General Helper successfully post into a classification outside of the positions set above he will be given that posted classification rate.

All employees hired before July 1st, 2012 that are performing the work at the positions set above, will receive no less than the posted rate for the classification that he is performing.

New General Helpers cannot displace employees hired before ratification of this Agreement.

**APPENDIX "D"
INCENTIVE PLANS**

Employees working in the following classifications, in addition to all hourly rates and premiums, will be covered by the provisions of an incentive plan.

All incentives - if overtime is worked on a shift where incentive is paid, the incentive premium will not be included in the rates for calculation of overtime.

Monies generated by the incentive plan will be paid to employees on hours worked.

Cleaning House, Wire Drawing, Wire Drawing Forklift Driver Incentive

Tons/Man Hr	Incentive/Hr	Tons/Man Hr	Incentive/Hr	Tons/Man Hr	Incentive/Hr
1.47	\$0.05	1.83	\$1.14	2.19	\$2.28
1.48	\$0.05	1.84	\$1.17	2.20	\$2.31
1.49	\$0.07	1.85	\$1.21	2.21	\$2.34
1.50	\$0.10	1.86	\$1.24	2.22	\$2.38
1.51	\$0.13	1.87	\$1.27	2.23	\$2.41
1.52	\$0.16	1.88	\$1.30	2.24	\$2.44
1.53	\$0.19	1.89	\$1.33	2.25	\$2.47
1.54	\$0.22	1.90	\$1.36	2.26	\$2.50
1.55	\$0.26	1.91	\$1.39	2.27	\$2.53
1.56	\$0.29	1.92	\$1.43	2.28	\$2.57
1.57	\$0.32	1.93	\$1.46	2.29	\$2.60
1.58	\$0.35	1.94	\$1.49	2.30	\$2.63
1.59	\$0.38	1.95	\$1.52	2.31	\$2.66
1.60	\$0.41	1.96	\$1.55	2.32	\$2.69
1.61	\$0.45	1.97	\$1.58	2.33	\$2.72
1.62	\$0.48	1.98	\$1.62	2.34	\$2.76
1.63	\$0.51	1.99	\$1.65	2.35	\$2.79
1.64	\$0.54	2.00	\$1.68	2.36	\$2.82
1.65	\$0.57	2.01	\$1.71	2.37	\$2.85
1.66	\$0.60	2.02	\$1.74	2.38	\$2.88
1.67	\$0.64	2.03	\$1.77	2.39	\$2.91
1.68	\$0.67	2.04	\$1.81	2.40	\$2.95
1.69	\$0.70	2.05	\$1.84	2.41	\$2.98
1.70	\$0.73	2.06	\$1.87	2.42	\$3.01
1.71	\$0.76	2.07	\$1.90	2.43	\$3.04
1.72	\$0.79	2.08	\$1.93	2.44	\$3.07
1.73	\$0.83	2.09	\$1.96	2.45	\$3.10
1.74	\$0.86	2.10	\$2.00	2.46	\$3.14
1.75	\$0.89	2.11	\$2.03	2.47	\$3.17
1.76	\$0.92	2.12	\$2.06	2.48	\$3.20
1.77	\$0.95	2.13	\$2.31	2.49	\$3.23
1.78	\$0.98	2.14	\$2.32	2.50	\$3.26
1.79	\$1.02	2.15	\$2.33	2.51	\$3.29
1.80	\$1.05	2.16	\$2.19	2.52	\$3.32
1.81	\$1.08	2.17	\$2.22	2.53	\$3.35
1.82	\$1.11	2.18	\$2.25	2.54	\$3.38

Galvanizing Line Incentive

Tons/Man Hour .01 Increments	Dollar .02 Increments	Tons/Man Hour .01 Increments	Dollar .02 Increments
1.00	1.49	1.42	2.33
1.01	1.51	1.43	2.35
1.02	1.53	1.44	2.37
1.03	1.55	1.45	2.39
1.04	1.57	1.46	2.41
1.05	1.59	1.47	2.43
1.06	1.61	1.48	2.45
1.07	1.63	1.49	2.47
1.08	1.65	1.50	2.49
1.09	1.67	1.51	2.51
1.10	1.69	1.52	2.53
1.11	1.71	1.53	2.55
1.12	1.73	1.54	2.57
1.13	1.75	1.55	2.59
1.14	1.77	1.56	2.61
1.15	1.79	1.57	2.63
1.16	1.81	1.58	2.65
1.17	1.83	1.59	2.67
1.18	1.85	1.60	2.69
1.19	1.87	1.61	2.71
1.20	1.89	1.62	2.73
1.21	1.91	1.63	2.75
1.22	1.93	1.64	2.77
1.23	1.95	1.65	2.79
1.24	1.97	1.66	2.81
1.25	1.99	1.67	2.83
1.26	2.01	1.68	2.85
1.27	2.03	1.69	2.87
1.28	2.05	1.70	2.89
1.29	2.07	1.71	2.91
1.30	2.09	1.72	2.93
1.31	2.11	1.73	2.95
1.32	2.13	1.74	2.97
1.33	2.15	1.75	2.99
1.34	2.17	1.76	3.01
1.35	2.19		
1.36	2.21		
1.37	2.23		
1.38	2.25		
1.39	2.27		
1.40	2.29		
1.41	2.31		

Nail Cutting Incentive

Tons/Manhour	Incentive/Hour	Tons/Manhour	Incentive/Hour
0.91	\$0.52	1.13	\$1.62
0.91	\$0.57	1.14	\$1.67
0.92	\$0.62	1.15	\$1.71
0.93	\$0.67	1.16	\$1.76
0.94	\$0.71	1.17	\$1.81
0.95	\$0.76	1.18	\$1.86
0.96	\$0.81	1.19	\$1.90
0.97	\$0.86	1.20	\$1.95
0.98	\$0.90	1.21	\$2.00
0.99	\$0.95	1.22	\$2.05
1.00	\$1.00	1.23	\$2.09
1.01	\$1.05	1.24	\$2.14
1.02	\$1.10	1.25	\$2.19
1.03	\$1.14	1.26	\$2.24
1.04	\$1.19	1.27	\$2.29
1.05	\$1.24	1.28	\$2.33
1.06	\$1.29	1.29	\$2.38
1.07	\$1.33	1.30	\$2.43
1.08	\$1.38	1.31	\$2.48
1.09	\$1.43	1.32	\$2.52
1.10	\$1.48	1.33	\$2.57
1.11	\$1.52	1.34	\$2.62
1.12	\$1.57	1.35	\$2.67

The Nail Mill incentive plan payment is calculated on the average number of tons per manhour during each biweekly cycle.

Nail Packing Incentive

Cartons/Man-hour	Incentive/Hour Paid
193	1.95
187	1.90
181	1.85
175	1.80
169	1.75
163	1.70
158	1.65
152	1.60
146	1.40
140	1.25
134	1.20
128	1.15
123	1.10
117	1.05
111	1.00
105	0.95
99	0.85

Cartons are the total number of units (25 lb. or 50 lb. or other) packed over a 24 hour period.

All cartons packed in work centers #27 and received into the warehouse are included.

All productive man-hours paid in department #27 are included.

The incentive rate is determined by dividing the total cartons packed in a 24 hour period by the total productive man-hours paid.

The incentive rate will be paid to employees on hours worked.

Hot Galvanizing Operator (No Helper) (lbs. per hour)

5,100 - \$2.85	3,900 - \$2.05	3,100 - \$1.25
4,900 - 2.70	3,700 - 1.95	3,000 - 1.10
4,700 - 2.55	3,500 - 1.85	2,900 - 0.95
4,500 - 2.40	3,400 - 1.70	2,800 - 0.80
4,300 - 2.25	3,300 - 1.55	2,700 - 0.65
4,100 - 2.15	3,200 - 1.40	

Hot Galvanizing Operator and Helper (lbs. per hour)

Hot Galvanizing Operator

Greater than 3,500 lbs. - \$1.85

Less than 3,500 lbs. - As per the Hot Galvanizing Operator (No Helper) Schedule.

Helper

5,100 - \$1.00	4,400 - \$0.50
5,000 - 0.85	4,200 - 0.40
4,800 - 0.70	4,000 - 0.30
4,600 - 0.60	Less than 4,000 - NIL

Allied Products Division

Steel Setters	Dayshift	50 to 55
	Afternoon Shift	47 to 52
	Graveyard Shift	44 to 49

\$1.00 per carton for each carton over (50) (47) (44) up to a maximum of (55) (52) (49).

\$1.50 per carton for each carton after (55) (52) (49).

This is based upon cartons per shift per operator. The premium is based upon a full shift and 50 pound cartons. Part shifts in 1/2 hour increments and/or changes to carton size shall be pro-rated.

Nail Packing Incentive and the Allied Products Division (Steel Setter) Incentive - Thirty days from installation and commissioning of the proposed new equipment, it is agreed that the parties will meet to adjust these incentive programs. Should the parties not be able to reach a mutual understanding, the parties shall submit the issue to arbitration.

Barb Wire Incentive - It is agreed that the incentive program for barb wire will be calculated on a shift by shift basis (hours worked).

Barb Wire Incentive

REELS PER SHIFT			\$ PER HOUR	REELS PER SHIFT			\$ PER HOUR
50 to 100 reels			\$0.40				
Days	Aft	Grv/yd		Days	Aft.	Grv/yd	
101	95	88	\$0.58	143	137	130	\$1.85
103	97	90	0.64	145	139	132	1.91
105	99	92	0.71	147	141	134	1.97
107	101	94	0.77	149	143	136	2.04
109	103	96	0.83	152	146	139	2.10
112	106	99	0.90	154	148	141	2.16
114	108	101	0.96	156	150	143	2.23
116	110	103	1.02	158	152	145	2.29
118	112	105	1.09	160	154	147	2.36
120	114	107	1.15	162	156	149	2.42
122	116	109	1.21	164	158	151	2.48
124	118	111	1.28	166	160	153	2.55
126	120	113	1.34	168	162	155	2.61
128	122	115	1.40	171	165	158	2.67
131	125	118	1.47	173	167	160	2.74
133	127	120	1.53	175	169	162	2.80
135	129	122	1.59	177	171	164	2.86
137	131	124	1.66	179	173	166	2.93
139	133	126	1.72	181	175	168	2.99
141	135	128	1.78	183	177	170	3.05

LETTER OF UNDERSTANDING #1

BETWEEN: TREE ISLAND INDUSTRIES LTD.

AND: TEAMSTERS LOCAL UNION No. 213


By their signatures below, the Parties agree that:

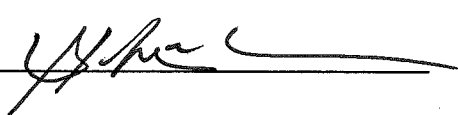
The Company and Union agree to the implementation of a continuous operation comprised of up to four (4) people in the shipping classification. These people will be scheduled to handle galvanized wire.

Where the Company can demonstrate that the galvanized wire receiving work load is beyond the ability of four (4) men then the Company and Union shall meet and increase the number of people.

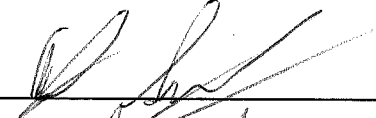
DATED at _____, British Columbia, this _____ day of _____, 2012.

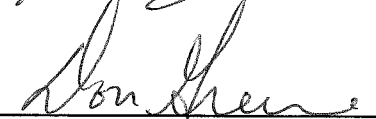
PARTY OF THE FIRST PART:





PARTY OF THE SECOND PART:





LETTER OF UNDERSTANDING #2

BETWEEN: TREE ISLAND INDUSTRIES LTD.

AND: TEAMSTERS LOCAL UNION No. 213

By their signatures below, the Parties agree that:

It is agreed that "weekend clean-up" employees will be paid as follows:

July 1, 2012 \$17.34

These employees do not accumulate seniority, and are not covered by the Health and Welfare Plans and Pension Plans.

These employees are not eligible to participate in any of the Tree Island Incentive Plans.

In the event of a lay-off in the plant, a "weekend clean-up" employee shall not be considered as "the most junior employee in the plant" as described in Article 22(i), and shall be excluded from the bumping process.

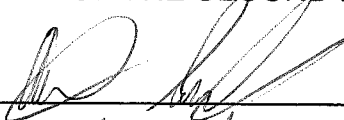
DATED at _____, British Columbia, this _____ day of _____, 2012.

PARTY OF THE FIRST PART:





PARTY OF THE SECOND PART:





LETTER OF UNDERSTANDING #3

BETWEEN: TREE ISLAND INDUSTRIES LTD.

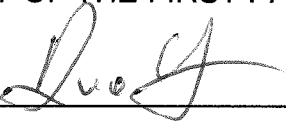
AND: TEAMSTERS LOCAL UNION No. 213


By their signatures below, the Parties agree that:

The Company will maintain the existing Incentive Programs but will seek input from employees and implement any improvements that benefit both the Company and employees. Implementation is subject to the approval of the majority of employees affected by the change, and by the Business Representative.


DATED at _____, British Columbia, this _____ day of _____, 2012.


PARTY OF THE FIRST PART:





PARTY OF THE SECOND PART:





LETTER OF UNDERSTANDING #4

BETWEEN: TREE ISLAND INDUSTRIES LTD.

AND: TEAMSTERS LOCAL UNION No. 213

By their signatures below the above referenced parties agree that:

1. The Company may institute voluntary continuous operations in any area of the Plant.
2. Employees within a classification may volunteer to be assigned to a continuous operation. The Company may post for 12 hour continuous shift employees in Nail Cutting, Wire Drawing (including Cleaning House and Wire Draw Forklift Operator) and Weldmesh, if no existing employees within the classification volunteer for the vacancy.
3. Employees who volunteer for assignment to a continuous operation will be locked into the continuous operation for a minimum of one year after starting in that classification. This lock in will not affect their job posting rights under other Sections of the Collective Agreement. Employees who wish to leave a continuous operation after one year or more has lapsed, shall notify the Company in writing at least forty-five (45) calendar days prior to the requested date.
4. The Company agrees that, once instituted, continuous operations will continue for a minimum of one year providing there are sufficient volunteers and work available to make it viable. The Company will provide affected employees with forty-five (45) calendar days notice prior to terminating a continuous operation.
5. Days and hours of work for continuous operations shall be as set out in the attached schedule (168 hours per 4 weeks). Employees commencing work during any week shall be guaranteed the number of hours scheduled for that week, except when a General Holiday falls on a 12 hour shift.
6. When posting vacancies in the Floater or CFW Operator classifications, the Company will note in the posting that the vacancy is on a continuous operation. It is mutually agreed that the staffing level of Floaters will be capped at twelve (12) for employment levels of up to four hundred (400) employees.
7. If there are insufficient volunteers from the Cleaning House and/or Wire Draw Forklift classifications the Company may create a CFW Operator classification which encompasses the duties of both classifications. Wages and conditions for this classification will be:
 - 1) Not more than four (4) employees shall be in the classification.
 - 2) Employees in this classification shall not displace any posted Cleaning House, Wire Draw Forklift or Wire Draw employee.
 - 3) The classification shall be a permanent continuous operation position and employees posted to it will not have the right to revert to a five day shift, except by posting to another job.

- 4) When there is insufficient work in the Cleaning House or Wire Draw Forklift, employees in this classification may run Wire Draw Machines providing no posted Wire Draw Operator is displaced as a result.
- 5) Wire Draw operator wage rate plus hardship and incentive will apply.
8. Employees working a continuous operation will receive a premium of \$1.75 per hour worked. Premiums will not be included in the calculation of overtime.
9. Night Shift Premium will be \$0.80.
10. 12 hour shift employees shall be entitled to General Holidays, with pay, based on eight (8) hours of the applicable rate.
11. The Company shall have the right to request volunteers to fill temporary job vacancies, on a continuous operation shift, which has a duration of less than thirty (30) working days; seniority will prevail. It is understood that the order of requesting qualified, available volunteers shall be: in classification, out of classification, followed by other employees qualified to perform the work.

If the temporary job vacancy goes beyond thirty (30) working days, the parties will meet to review the situation prior to the 30th day in order to determine whether the temporary replacement employee shall continue to fill the vacancy.

The Employer agrees that the name of the absent employee, the replacement employee and their classifications will be posted. When the incumbent employee returns to work, the replacement employee shall return to his original job.

12. A Continuous Operation shift schedule may be worked with any number of employees. Vacancies for five (5) day openings will be filled in accordance with Article 23(a).
13. Seniority is on a plant wide basis. Therefore, reductions within a classification will be based on the lay off of the junior person in the classification regardless of the shift.
14. When there is temporarily insufficient work for a continuous operation employee who works in:

Wiredrawing (Including the Cleaning House)
Nail Cutting
Galvanizing Line

then he may be transferred to work within these areas on a day-to-day basis.

When a continuous operation employee is made redundant from his classified job he shall be given notice of the redundancy by not later than Friday of the week that precedes the redundancy. The provisions of #4 of this Letter of Understanding shall not apply to a temporary interruption in a continuous operation.

When a temporary reduction in a continuous operation occurs, continuous operation employees who work seventy-six (76) hours in a two (2) week pay cycle shall be permitted to work eight (8) hours of make-up time. The make-up hours must be scheduled at a mutually convenient

time and may be worked in the pay cycle where seventy-six (76) hours would otherwise have been worked, or during the following one (1) month period within their posted classification.

- 15. The Company may institute shift schedules E, F, G, and H in any department on a voluntary basis if mutually agreed between the Company and the Union. Schedule implementation is subject to a majority of employees within the affected classification agreeing to such a schedule.

Schedule E, F, G, and H

Week 1


Day	1	2	3	4	5	6	7
Shift E	Off	Day	Day	Off	Off	Day	Day
Shift F	Day	Off	Off	Day	Day	Off	Off
Shift G	Off	Night	Night	Off	Off	Night	Night
Shift H	Night	Off	Off	Night	Night	Off	Off

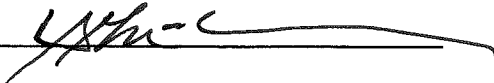
Week 2

Day	8	9	10	11	12	13	14	Hours
Shift E	Day	Off	Off	Day	Day	Off	Off	84
Shift F	Off	Day	Day	Off	Off	Day	Day	84
Shift G	Night	Off	Off	Night	Night	Off	Off	84
Shift H	Off	Night	Night	Off	Off	Night	Night	84


DATED at _____, British Columbia, this _____ day of _____, 2012.


PARTY OF THE FIRST PART:





PARTY OF THE SECOND PART:





LETTER OF UNDERSTANDING #5

BETWEEN: TREE ISLAND INDUSTRIES LTD.

AND: TEAMSTERS LOCAL UNION No. 213

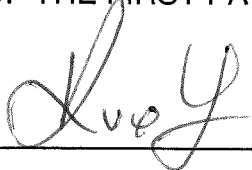
By their signatures below, the parties agree that:

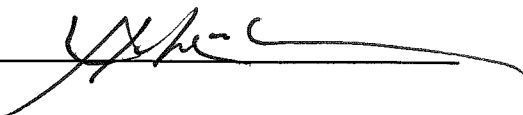
An unfilled posting for a Tradesman, or a vacancy that exists due to temporary illness, temporary injury, or a leave of absence, may be temporarily filled by a replacement Tradesman. The Company shall remit Union dues on behalf of the replacement after five (5) days of work. The Company will post the name of the absent or former employee, the name of the replacement, and the duration of the assignment.

A job may be filled temporarily for a maximum of sixty (60) days while a replacement for a former employee is being recruited. Jobs filled temporarily to replace an incumbent, may be filled in maximum blocks of thirty (30) days for up to one (1) year, or until the incumbent returns to his regular duties, whichever occurs first.


DATED at _____, British Columbia, this _____ day of _____, 2012.

PARTY OF THE FIRST PART:





PARTY OF THE SECOND PART:





LETTER OF UNDERSTANDING #6

BETWEEN: TREE ISLAND INDUSTRIES LTD.

AND: TEAMSTERS LOCAL UNION No. 213

By their signatures below, the Parties agree that:

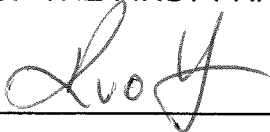
Maintenance employees who voluntarily agree to carry pagers for call-ins, will be paid a pager premium of fifty dollars (\$50.00) per day. Employees who agree to carry pagers must respond to a "call-in" within thirty (30) minutes of the call or lose the opportunity for the "call-in" and the pager premium. Employees will be eligible for "call-in" pay as per the provisions of Article 16 (i) or (j) whichever is applicable.


Employees carrying pagers will only perform "call-in" repairs and will not be used to replace or deny employees scheduled overtime. "Call-in" repairs shall include repairs necessary due to the unexpected breakdown of equipment or machinery. The employee who responds to the "call-in" shall attend to the original breakdown and any other breakdown that occurs while the employee is on route or onsite, as requested by the Company.

If either the Company or the Union feels that this Letter of Understanding is not operating satisfactorily, then either Party may cancel the Letter by giving the other Party thirty (30) calendar days notice in writing.

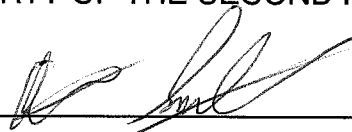
DATED at _____, British Columbia, this _____ day of _____, 2012.

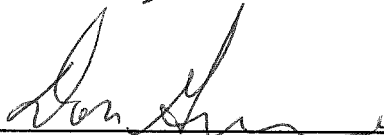
PARTY OF THE FIRST PART:





PARTY OF THE SECOND PART:





LETTER OF UNDERSTANDING #7

BETWEEN: TREE ISLAND INDUSTRIES LTD.


AND: TEAMSTERS LOCAL UNION No. 213


By their signatures below, the parties agree that:

When an employee is requested to attend a meeting outside of standard shift hours, this shall be permitted providing the employee and the Company mutually agree. In such instances where the start time is modified, the end of the shift shall be modified accordingly. Meetings that qualify under this Letter shall include Union/Management, Safety, Grievance, Disciplinary, and Social Committee meetings.

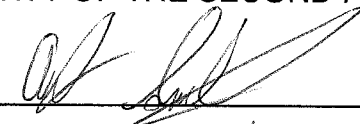
DATED at _____, British Columbia, this _____ day of _____, 2012.


PARTY OF THE FIRST PART:





PARTY OF THE SECOND PART:





LETTER OF UNDERSTANDING #8

BETWEEN: TREE ISLAND INDUSTRIES LTD.

AND: TEAMSTERS LOCAL UNION No. 213

By their signatures below, the parties agree that:

The Plant Charge Hand and Trainer on the West Side will be eligible for the Hardship Premium whenever a classification under their area of responsibility receives Hardship. When a current or new classification on the West Side becomes a Hardship classification, then the Plant Charge Hand and Trainer will receive their respective premium plus the classification rate and Hardship premium.

DATED at _____, British Columbia, this _____ day of _____, 2012.

PARTY OF THE FIRST PART:

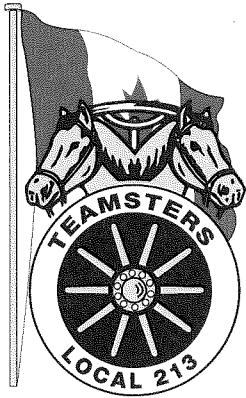




PARTY OF THE SECOND PART:







Teamsters Local Union No. 213

Affiliated with the International Brotherhood of Teamsters, Teamsters Canada and the Canadian Labour Congress.

490 East Broadway, Vancouver, B.C. V5T 1X3
Telephone: (604) 876-5213 Fax: (604) 872-8604

E-mail: team213@teamsters213.org



LETTER OF UNDERSTANDING NO. 9

BETWEEN: **TREE ISLAND INDUSTRIES LTD.**
P.O. Box 50
New Westminster, B.C. V3C 4Y1

(hereinafter referred to as the "Employer")

AND: **TEAMSTERS LOCAL UNION No. 213**
affiliated with the International Brotherhood of
Teamsters, of the City of Vancouver,
Province of British Columbia;

(hereinafter referred to as the "Union")

By their signatures below the above referenced Parties agree that:

It is agreed that the "Hot Galvanizing Incentive Plan" below will be the new schedule of incentive rates.

Hot Galv Incentive Rates

<u>Incent.</u>	<u>T/Mhr</u>	<u>Incent.</u>	<u>T/Mhr</u>	<u>Incent.</u>	<u>T/Mhr</u>
\$0.99	0.76	\$1.76	1.11	\$2.54	1.46
\$1.01	0.77	\$1.78	1.12	\$2.56	1.47
\$1.03	0.78	\$1.81	1.13	\$2.58	1.48
\$1.05	0.79	\$1.83	1.14	\$2.60	1.49
\$1.08	0.80	\$1.85	1.15	\$2.62	1.50
\$1.10	0.81	\$1.87	1.16	\$2.65	1.51
\$1.12	0.82	\$1.89	1.17	\$2.67	1.52
\$1.14	0.83	\$1.92	1.18	\$2.69	1.53
\$1.16	0.84	\$1.94	1.19	\$2.71	1.54
\$1.19	0.85	\$1.96	1.20	\$2.74	1.55
\$1.21	0.86	\$1.98	1.21	\$2.76	1.56
\$1.23	0.87	\$2.00	1.22	\$2.78	1.57
\$1.25	0.88	\$2.03	1.23	\$2.80	1.58
\$1.27	0.89	\$2.05	1.24	\$2.82	1.59

<u>Incent.</u>	<u>T/Mhr</u>	<u>Incent.</u>	<u>T/Mhr</u>	<u>Incent.</u>	<u>T/Mhr</u>
\$1.30	0.90	\$2.07	1.25	\$2.85	1.60
\$1.32	0.91	\$2.09	1.26	\$2.87	1.61
\$1.34	0.92	\$2.12	1.27	\$2.89	1.62
\$1.36	0.93	\$2.14	1.28	\$2.91	1.63
\$1.39	0.94	\$2.16	1.29	\$2.93	1.64
\$1.41	0.95	\$2.18	1.30	\$2.96	1.65
\$1.43	0.96	\$2.20	1.31	\$2.98	1.66
\$1.45	0.97	\$2.23	1.32	\$3.00	1.67
\$1.47	0.98	\$2.25	1.33	\$3.02	1.68
\$1.50	0.99	\$2.27	1.34	\$3.05	1.69
\$1.52	1.00	\$2.29	1.35	\$3.07	1.70
\$1.54	1.01	\$2.31	1.36	\$3.09	1.71
\$1.56	1.02	\$2.34	1.37	\$3.11	1.72
\$1.58	1.03	\$2.36	1.38	\$3.13	1.73
\$1.61	1.04	\$2.38	1.39	\$3.16	1.74
\$1.63	1.05	\$2.40	1.40	\$3.18	1.75
\$1.65	1.06	\$2.43	1.41	\$3.20	1.76
\$1.67	1.07	\$2.45	1.42	\$3.22	1.77
\$1.70	1.08	\$2.47	1.43	\$3.24	1.78
\$1.72	1.09	\$2.49	1.44		
\$1.74	1.10	\$2.51	1.45		

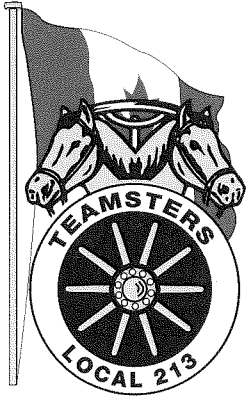
DATED AT _____, British Columbia this _____ day of _____, 2012

PARTY OF THE FIRST PART

J. Wate
[Signature]

PARTY OF THE SECOND PART

[Signature]
[Signature]



Teamsters Local Union No. 213

Affiliated with the International Brotherhood of Teamsters, Teamsters Canada and the Canadian Labour Congress.

490 East Broadway, Vancouver, B.C. V5T 1X3
Telephone: (604) 876-5213 Fax: (604) 872-8604

E-mail: team213@teamsters213.org



LETTER OF UNDERSTANDING NO. 10

BETWEEN: **TREE ISLAND INDUSTRIES LTD.**
P.O. Box 50
New Westminster, B.C. V3C 4Y1

(hereinafter referred to as the "Employer")

AND: **TEAMSTERS LOCAL UNION No. 213**
affiliated with the International Brotherhood of
Teamsters, of the City of Vancouver,
Province of British Columbia;

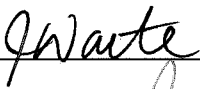
(hereinafter referred to as the "Union")


By their signatures below the above referenced Parties agree that:

It is agreed that "Plant Trainers" will receive Group 6 wage rate, hardship, trainer premium and as well the Galvanizing Line incentive level on a per day basis.

DATED AT _____, British Columbia this _____ day of _____, 2012

PARTY OF THE FIRST PART:





PARTY OF THE SECOND PART:

