

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**TREE ISLAND INDUSTRIES LTD.**

**(the "Employer")**

**AND**

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION**

**LOCAL 378**

**(the "Union")**

**Re: TERMS FOR RENEWAL OF COLLECTIVE AGREEMENT**

The Parties do hereby agree to the terms of settlement for a renewal of the Collective Agreement as contained in the attached Appendix A, subject to the following conditions:

1. The Parties agree that this Memorandum of Agreement is subject to ratification by the Parties' respective principals.
2. The Parties will unanimously recommend this Memorandum of Agreement to their principals.
3. It is agreed that the terms and conditions of the Collective Agreement in force and effect between the Employer and the Union from October 1, 2012 to September 30, 2015, inclusive, shall become the successor Collective Agreement between the Parties, except as expressly provided otherwise by this Memorandum. All changes to the Collective Agreement are contained in this Memorandum of Agreement – Appendix A, and will be incorporated into the renewed Collective Agreement effective from the date of ratification, unless stated otherwise. All items not addressed herein will be considered withdrawn on a without prejudice basis.
4. Article 45.04 – the Extended Health amendments listed below will not be included in the Collective Agreement. However, the Employer agrees that commencing the first of the second month following ratification of this agreement the Extended Health Plan will be amended as follows:

- Psychologist – increase from \$200.00 to \$250.00 per calendar year
5. The term and duration of the renewal Collective Agreement will be October 1, 2015 through September 30, 2016. *20 Jan Waite*
  6. Upon ratification of this Memorandum of Agreement, the Parties agree to exchange draft copies of the renewal Collective Agreement within sixty (60) days thereafter. The Parties further agree to expedite the publishing of the finalized Collective Agreement.
  7. Any amendment to this Memorandum of Agreement must be confirmed in writing by both Parties.
  8. The Parties agree that this Memorandum of Agreement is, to this date, the entire agreement between the Parties with respect to collective bargaining for the renewal of the Collective Agreement.

For TREE ISLAND INDUSTRIES LTD.

For COPE Local 378

*Janine Waite*  
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 Janine Waite

*Cindy A. Lee*  
 \_\_\_\_\_  
 Cindy A. Lee

*Steve Ogden*  
 \_\_\_\_\_  
 Steve Ogden

*Cindy Henning*  
 \_\_\_\_\_  
 Cindy Henning

Christine Ramage

*Hani Dakkak*  
 \_\_\_\_\_  
 Hani Dakkak

*Jim Halliday*  
 \_\_\_\_\_  
 Jim Halliday

*Ivo Herenda*  
 \_\_\_\_\_  
 Ivo Herenda

Signed at RICHMOND, BC this 27 day of OCTOBER, 2015.

## APPENDIX A

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**COPE LOCAL 378 / Tree Island Industries - PROPOSALS 2015  
Union U-Item Proposals**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> October 27, 2015	<b>Time:</b>
UP 1			

**Housekeeping**

1. Ensure numbering is consistent to reflect:

- 1.
  - a) *104*
  - i) *16-05 e)*
  - 38-06*
  - 41-04*

2. Renew all deleted articles: 4, 11, 23, 34, 42

- LOU#1
- LOU#9
- LOU#11
- LOU#14

3. In the Duration and Notice to Bargain, we agree to amend the dates in accordance to the agreed upon terms of the collective agreement.

4. Remove all underlines in Appendix E.

- 5. Renew LOU#2      Renew LOU#6
- Renew LOU#4      Renew LOU#10
- Renew LOU#3      Renew LOU#12
- Renew LOU#5

E&OE  
Signed off this 27 day of October 2015

For the Union (COPE Local 378)

For the Employer (Tree Island Industries)



**COPE LOCAL 378 / Tree Island Industries - PROPOSALS 2015**  
**Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date: September 22, 2015	Time: 11:38 am
UP 2	5.01	<i>Amend to reflect Change</i>	

**5.01 Union Recognition**

The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all persons to whom the Certification issued to the Union on May 17, 1995 applies, including any changes to said Certification made from time to time by the Labour Relations Board of British Columbia, or any of its successors, but excluding those persons expressly excluded by the Labour Relations Board of British Columbia, or any of its successors. Without limiting the generality of the foregoing, said Certification covers foremen, office and sales staff, quality control and supervisory personnel at and from 3933 Boundary Road, ~~3951 Boundary Road, Richmond, BC, and 927 Derwent Way, Delta, BC.~~

E&OE  
Signed off this 22<sup>nd</sup> day of September 2015

For the Union (COPE Local 378)

For the Employer (Tree Island Industries)



**COPE LOCAL 378 / Tree Island Industries - PROPOSALS 2015  
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date: October 27, 2015	Time: 6:12 pm
UP 3	17.09	<i>Increase Premium</i>	

**17.09 Shift Premiums**

- a) 12 Hour Shift - Employees will receive a premium of thirty-five cents (\$.35) per hour for all hours worked.
- b) Tuesday - Saturday - 8 Hours - Employees will receive a premium of 2.5% of regular rate for all hours worked.
- c) Rotating Operational Shift Supervisors - 8 Hours - Employees will receive a premium of ~~thirty five cents (\$.35)~~ **sixty cents (\$.60)** per hour for all hours worked on afternoon shifts and graveyard shifts.

E&OE  
Signed off this 27<sup>th</sup> day of October 20 15

For the Union (COPE Local 378)

For the Employer (Tree Island Industries)



**COPE LOCAL 378 / Tree Island Industries - PROPOSALS 2015  
Union U-Item Proposals**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> September 22, 2015	<b>Time:</b> 11:38 am
UP 4	17.11	amend	

**17.11 Christmas Shutdown**

- a) It is understood and agreed that the Employer may schedule a shutdown of its operations between the Christmas and New Year's Holidays in any year. Such vacation shutdown may be preceded by the weekend prior to Christmas Day and the weekend following New Year's Day, or may be for a longer period agreed to in advance by the Employer and the Union.
- b) In the event that the Employer implements a shutdown during the Christmas period, an Employee may request and receive a combination of the time off, for any of the days the Employee would normally have worked during the period of the shutdown which are not covered by Paid Holidays, in accordance with the following:
  - i) unused annual vacation entitlement;
  - ii) banked overtime, floating holidays and/or lieu days;
  - iii) Unpaid leave of absence.
- c) The Employer shall provide all Employees with a minimum of ninety (90) calendar day's prior written notice of a planned Christmas shutdown.
- d) Where the Employer has a requirement for work to be performed during a Christmas shutdown period, the performance of such work by any Employee shall be subject to the following:
  - i) The Employer shall ask, in seniority order, from highest to lowest, the Employees who normally perform the available work if they want to work during the Christmas shutdown and those Employees who accept shall be scheduled to work the required days;
  - ii) If the Employer is unable, pursuant to the above, to secure sufficient personnel to meet the work requirements, the Employer shall have

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Signed off this 22<sup>nd</sup> day of September 2015

For the Union (COPE Local 378)

For the Employer (Tree Island Industries)



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**Union U-Item Proposals**

the right to schedule Employees in reverse order of seniority, from lowest to highest, who normally perform the available work to work during the Christmas shutdown period.

- e) Any Employee who is scheduled to work any Paid Holiday during any Christmas shutdown period and who, without adequate reason, does not work shall not be entitled to any pay for such Paid Holiday(s) not worked.
- f) The Employer shall give at least sixty (60) calendar days advance notice to each Employee who is scheduled to work, in accordance with the provisions of this Article 17.44 **11**, during a Christmas shutdown. This provision shall not apply to circumstances beyond the control of the Employer.

E&OE  
Signed off this 22<sup>nd</sup> day of September 2015

For the Union (COPE Local 378)

For the Employer (Tree Island Industries)



**COPE LOCAL 378 / Tree Island Industries - PROPOSALS 2015**  
**Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
		<b>October 6, 2015</b>	
UP 6	18.09	<i>Employer's Counter to Union's Counter</i>	

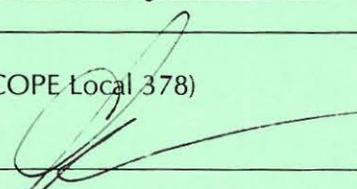
18.09 Overtime Distribution

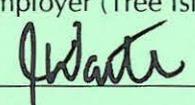
- a) Overtime shall be voluntary except in case of a bona fide emergency. Overtime will be distributed equitably amongst those Employees within the affected job classification, provided the Employees wish to work such overtime.
- b) The equitable distribution of overtime will be based on a calendar year.
- c) It is understood that the order of requesting overtime shall be those Employees who normally perform the available work followed by other Employees who are qualified to perform the available work.
- d) **For the purposes of demonstrating the equitable distribution of overtime in classifications with more than one (1) employee, the Employer agrees to provide a list showing overtime hours deemed to have been worked by each employee in the classification.**
- e) 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 equitable distribution.

E&OE  
Signed off this 6<sup>th</sup> day of October 2015.

For the Union (COPE Local 378)

For the Employer (Tree Island Industries)







**COPE LOCAL 378 / Tree Island Industries - PROPOSALS 2015  
Union U-Item Proposals**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> September 22, 2015	<b>Time:</b> 11:46 am
UP 7	20.04	Increase amount- equivalent to CRA	

20.04 Vehicle Allowances

An Employee who elects and is permitted to use his vehicle in performance of his duties on behalf of the Employer shall be paid a mileage allowance of ~~forty five cents (\$.45) per kilometer~~ or the rate increase otherwise established by the Company to compensate for such use in accordance with the CRA rate.

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Signed off this 22<sup>nd</sup> day of September 2015

For the Union (COPE Local 378)

For the Employer (Tree Island Industries)



**COPE LOCAL 378 / Tree Island Industries - PROPOSALS 2015  
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
UP 8	22.02	<i>Amend</i>	

**22.02 Vacation Entitlement**

- a) Employees shall be entitled to annual vacations in accordance with the Vacation Entitlement Schedule set out in Appendix "B" to this agreement.
- b) ~~Effective October 1, 2002, Employees shall be entitled to annual vacations in accordance with the Vacation Entitlement Schedule set out in Appendix "B(i)" to this agreement.~~

E&OE

Signed off this Sept. 29 day of September 20 15

For the Union (COPE Local 378)

For the Employer (Tree Island Industries)

*J. Waite*



**COPE LOCAL 378 / Tree Island Industries - PROPOSALS 2015  
Union U-Item Proposals**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> September 29, 2015	<b>Time:</b> 6:27 pm
UP 10	25.01	Amend/New	

**25.01 Maternity Pregnancy Leave**

a) Basic Leave Entitlement – On written request, an Employee who is pregnant shall be granted a leave of absence ~~without pay for maternity reasons for a period not to exceed fifty-two (52) weeks, to a maximum of 17 weeks without pay in accordance with the Employment Standards Act of B. C.,~~ except as expressly provided otherwise by Article 25.01 b) below.

b) Extended Maternity Pregnancy Leave Entitlement – On written request, an Employee shall be granted extension(s) to the fifty-two (52) weeks (pregnancy and parental together) of ~~basic maternity leave~~, up to an additional twenty-six (26) weeks, provided each such request is for medical reasons and is related to the pregnancy and is supported by a medical certificate provided by a qualified medical practitioner of the Employee's choice. ~~Each such extension to basic maternity leave for medical reasons shall be an unpaid leave of absence.~~

Absences due to pregnancy related medical complications shall be covered by sick leave provisions before and after the pregnancy leave of absence provided that the employee is not eligible for EI (Employment Insurance) sick leave benefits and is eligible for the Employer's Long Term Disability program.

c) Commencement of Maternity Pregnancy Leave

i) The pregnant Employee shall advise the Employer a minimum of ~~three (3)~~ four (4) weeks in advance of the date on which the maternity pregnancy leave of absence is to commence.

*AW.*  
*four (4)*

E&OE

Signed off this 29<sup>th</sup> day of September 2015

For the Union (COPE Local 378)

For the Employer (Tree Island Industries)

*[Signature]*

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Union U-Item Proposals

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- ii) The period of ~~maternity~~ pregnancy leave shall commence from eleven (11) weeks prior to the expected date of confinement. However, the Employee may request postponement of the commencement of ~~maternity~~ pregnancy leave for any period approved in writing by a qualified medical practitioner of the Employee's choice.
- iii) Once ~~maternity~~ pregnancy leave has commenced the Employee may not return to work during the six (6) week period following the date of delivery, unless the Employee requests in writing a shorter period a minimum of two (2) weeks in advance of the intended date of return and provides a medical certificate from a qualified medical practitioner of the Employee's choice attesting to the Employee's ability to resume work.
- d) Continuation of Benefits – An Employee while on ~~maternity~~ pregnancy leave, including the basic leave period and any extension thereto, as specified under Article 25.01 b), shall be entitled to continued full benefit plan coverage and benefits under this Agreement.
- e) Notice of Return to Work – An Employee on ~~maternity~~ pregnancy leave who intends to return to work shall notify the Employer at least thirty (30) calendar days prior to the date of return, or thirty (30) calendar days prior to the expiry date of the ~~maternity~~ pregnancy leave of her intent to return to work, whichever is the earlier date.
- f) Employees requesting both pregnancy and parental leave must apply for them both at the same time.

E&OE  
Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20

For the Union (COPE Local 378)

For the Employer (Tree Island Industries)



**COPE LOCAL 378 / Tree Island Industries - PROPOSALS 2015  
Union U-Item Proposals**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> <i>Oct. 6, 2015</i>	<b>Time:</b> <i>10:55 am</i>
UP 11	25.01	<i>Amend/New</i>	

**25.02 Parental Leave**

- a) On written request, an Employee ~~whose partner has given birth, and who has completed a minimum of one (1) year of continuous service with the Employer shall be granted a leave of absence without pay for parental reasons for a period not to exceed thirty five (35) continuous weeks. The leave may be commenced at any time within one (1) year following the birth of the child. as follows:~~
  - i. for a parent who takes pregnancy leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 35 consecutive weeks of unpaid leave beginning immediately after the end of the pregnancy leave taken unless the employer and employee agree otherwise,
  - ii. for a parent, other than an adopting parent, who does not take pregnancy leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event, and
- b) The Employer may require submission of a birth certificate for the child(ren) of an Employee who is applying for paternity leave prior to the commencement of such leave.
- c) An Employee shall request parental leave at least ~~three (3)~~ *Four (4)* weeks in advance of the date of commencement of the leave.
- d) Continuation of Benefits – An Employee while on parental leave shall be entitled to continued full benefit plan coverage and benefits under this Agreement.

E&OE  
Signed off this 6th day of October 2015

For the Union (COPE Local 378)

For the Employer (Tree Island Industries)

*[Handwritten Signature]*



**COPE LOCAL 378 / Tree Island Industries - PROPOSALS 2015  
Union U-Item Proposals**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> Oct. 6, 2015	<b>Time:</b> 10:58am
UP 12	25.03	Amend/New	

**25.03 Adoption Leave**

- a) On written request, an Employee ~~who has completed a minimum of one (1) year of continuous service with the Employer~~ shall be granted a leave of absence without pay for adoption reasons for a period not to exceed fifty-two (52) continuous weeks. The leave may be commenced at any time within one (1) year following the adoption of a child.
- b) The Employer may request proof of the adoption prior to the commencement of such leave.
- c) An Employee shall request adoption leave at least ~~three (3)~~ four (4) weeks in advance of the date of commencement of the leave.

E&OE  
Signed off this 6th day of October 2015

For the Union (COPE Local 378)

For the Employer (Tree Island Industries)



**COPE LOCAL 378 / Tree Island Industries - PROPOSALS 2015  
Union U-Item Proposals**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> September 22, 2015	<b>Time:</b> 11:56 am
UP 13	25.05	<i>Amend</i>	

**25.05 Bereavement Leave**

- a) Leave of absence with pay of three (3) working days shall be granted to an Employee in the event of a death in the immediate family. In the event that an Employee has to travel out of province to attend the funeral, then an additional one (1) working day leave with pay shall be granted in addition to the three (3) working days.
  - i) For the purposes of this Article 25.05, "immediate family" shall include: spouse, common-law spouse, children or foster children, parents, siblings, grandparents, grandparents-in-law, grandchildren, parents-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, step-parents, step-grandparents, step-brother, step-sister, step-children, step-grandchildren and any other relative permanently residing in the Employee's household or with whom the Employee permanently resides.
  - ii) ~~For the purpose of this Article 25.05, persons of the same sex who are cohabitants shall, at their option, be deemed to be spouses.~~
- b) If an Employee is on vacation at the time of bereavement, the Employee shall be granted bereavement leave and shall have the number of days of bereavement leave added to his or her vacation entitlement.

E&OE  
Signed off this 22<sup>nd</sup> day of September 2015

For the Union (COPE Local 378)

For the Employer (Tree Island Industries)



**COPE LOCAL 378 / Tree Island Industries - PROPOSALS 2015**  
**Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date: September 22, 2015	Time: 11:56 am
UP 14	25.06	<i>Amend</i>	

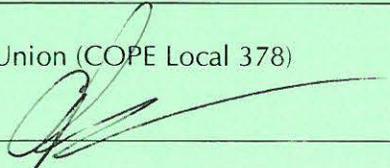
**25.06 Employee Entitlements During Leaves of Absence**

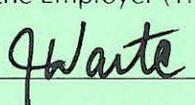
Except as expressly provided otherwise by this Article, an Employee taking any leave of absence pursuant to this Article shall be governed by the provisions of Article 26.05 6 with respect to his or her entitlements under this Agreement during the leave of absence.

E&OE  
Signed off this 22<sup>nd</sup> day of September 2015

For the Union (COPE Local 378)

For the Employer (Tree Island Industries)







COPE LOCAL 378 / Tree Island Industries - PROPOSALS 2015  
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Union			
Number	Affected Article/MOU	Date: September 22, 2015	Time: 11:56 am
UP 15	25.07	<i>Amend</i>	

25.07 Return to Work

Except as expressly provided otherwise by this Article, an Employee taking any leave of absence under this Article shall be governed by the provisions of Article 26.07 and 26.08 with respect to his or her return to work.

E&OE  
Signed off this 22<sup>nd</sup> day of September 2015

For the Union (COPE Local 378)

For the Employer (Tree Island Industries)



**COPE LOCAL 378 / Tree Island Industries - PROPOSALS 2015  
Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
		October 6, 2015	12:31 pm
UP 16	26.03	Amend – UP FOR RECONSIDERATION	

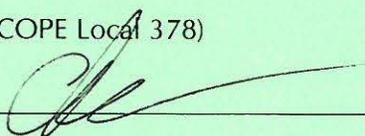
**26.03 Long Term Personal Leave**

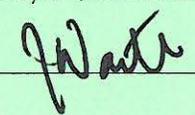
An Employee may request an unpaid leave of absence from the Employer for a period not to exceed one (1) year. The granting of any such request shall be at the sole discretion of the Employer. The Employer will give reasonable consideration to each request for a leave of absence.

E&OE  
Signed off this 6<sup>th</sup> day of October 2015.

For the Union (COPE Local 378)

For the Employer (Tree Island Industries)







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Union U-Item Proposals**

Union			
Number	Affected Article/MOU	Date:	Time:
		October 6, 2015	12:31 pm
UP 17	26.04	Amend - UP FOR RECONSIDERATION	

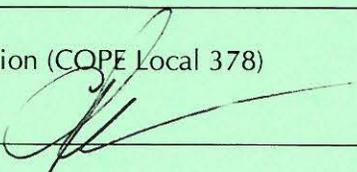
**26.04 Short Term Personal Leave**

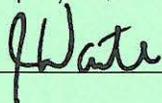
A leave of absence without pay may be granted for legitimate personal reasons acceptable to the Employer. The granting of any such requests shall be at the sole discretion of the Employer. The Employer will give reasonable consideration to each request for a leave of absence.

E&OE  
Signed off this 6<sup>th</sup> day of October 2015.

For the Union (COPE Local 378)

For the Employer (Tree Island Industries)







**COPE LOCAL 378 / Tree Island Industries - PROPOSALS 2015  
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Union			
Number	Affected Article/MOU	Date:	Time:
		September 29, 2015	2:00 pm.
UP 18	28.06	<i>Amend</i>	

**28.06 No Other Agreement**

The Employer agrees not to enter into any agreement with any Employee ~~or group of Employees as described in Article 4.23,~~ which conflicts with any of the terms or conditions of this Agreement or which provides for any terms or conditions of employment which are not expressly provided for by this Agreement.

E&OE

Signed off this 29<sup>th</sup> day of September 20  

For the Union (COPE Local 378)

For the Employer (Tree Island Industries)

*J. Waite*



**COPE LOCAL 378 / Tree Island Industries - PROPOSALS 2015  
Union U-Item Proposals**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> <i>September 29, 2015</i> <i>Oct</i> <del><i>October</i></del>	<b>Time:</b> <i>6:27 pm</i>
UP 20	32.01(b) &(f)	Amend/New	

**32.01 No Personal Harassment**

a) Prohibition Against Personal Harassment

The Employer recognizes the right of all Employees to work in an environment which is free of personal harassment. Accordingly, the personal harassment of any Employee is prohibited.

b) Definition of Personal Harassment

- (i) Personal harassment is objectionable conduct or comment directed towards a specific person or persons which serves no legitimate work purpose, and which has the effect of creating an intimidating, humiliating, hostile or offensive work environment.

~~This does not include a single incident of a minor nature where the harm, by any objective standard, is minimal.~~

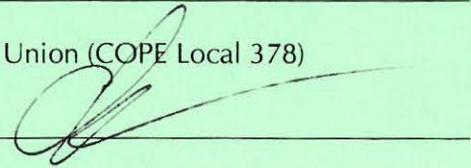
Personal harassment includes, but is not limited to, any discrimination on the basis of race, national or ethnic origin, colour, citizenship, place of residence, age, sex, sexual preference or orientation, marital status, family status, number of dependents, pregnancy or childbirth, physical or mental disability, conviction for which a pardon has been granted, political or religious affiliation or beliefs, or membership or activity in any trade union.

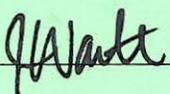
- (ii) Sexual harassment, as defined in Clause 32.01(c) below, is also considered to be a form of personal harassment and will not be tolerated.

c) Definition of Sexual Harassment

Sexual harassment is unwelcome conduct of a sexual nature that detrimentally affects the work environment or leads to adverse job-related consequences.

E&OE  
Signed off this 29th day of September 2015 

For the Union (COPE Local 378)  


For the Employer (Tree Island Industries)  




## COPE LOCAL 378 / Tree Island Industries - PROPOSALS 2015 Union U-Item Proposals

Conduct of a sexual nature includes, but is not limited to,

- (i) sexual or physical assault,
- (ii) propositions in exchange for workplace favours,
- (iii) unwelcome sexual touching,
- (iv) direct insult on the basis of gender,
- (v) relentless unwanted pursuit,
- (vi) other like behaviour.

Whether or not conduct is seen as "unwelcome" will depend on the circumstances of each case. However, the complainant need not expressly reject the conduct or object to the conduct in order to complain about it. It is sufficient if the harasser knows or ought reasonably to have known that the conduct was unwelcome.

This definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between Employees.

### d) Employer Obligations

The Employer must at all times act appropriately to preserve and promote a work environment which is free from personal harassment.

Accordingly, the Employer will undertake discipline or other appropriate action against any person who engages in personal harassment in violation of this Article. The Employer may also undertake discipline or other appropriate action against any person who under this Article makes a claim of personal harassment which is determined to be frivolous, vexatious or vindictive in nature. Any such disciplinary or other action by the Employer with respect to any Employee in the bargaining unit must be for "just cause".

### e) Employee Obligations

All Employees in the bargaining unit must refrain from personal harassment or be subject to discipline or other action by the Employer up to and including

E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20

For the Union (COPE Local 378)

For the Employer (Tree Island Industries)



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discharge. Any such disciplinary or other action by the Employer must be for "just cause".

f) Complaint Procedure

An Employee who feels that s/he has a harassment complaint may contact the Director Of Human Resources for the Employer who will:

- (i) investigate the matter; and
- (ii) maintain a strict degree of confidentiality about the matter; and
- (iii) attempt to effect a resolution which is acceptable to all concerned; **and,**
- (iv) **provide the complainant with a written conclusion that outlines the decision of the investigation; including if the allegation(s) have merit or no merit.**

Any Employee in the bargaining unit who is involved in this harassment complaint process shall, upon request, have the right to Union representation.

An Employee alleging harassment may bypass this complaint procedure and proceed directly to grievance pursuant to Clause 32.01(g) below. An Employee alleging harassment may also proceed to grievance pursuant to Clause 32.01(g) below in the event that resort to the complaint process described in this Clause 32.01(f) does not resolve the matter.

g) Resolution of Personal Harassment Grievances

Allegations of personal harassment raised by any Employee(s) in the bargaining unit shall be subject to resolution by grievance and arbitration, if necessary, in accordance with Clause 32.01(h) below and all other applicable provisions of this Agreement.

h) Harassment Complaint Resolution By Grievance/Arbitration

(i) Initiating A Personal Harassment Grievance

The Union shall have the right to initiate and to process a grievance on behalf of any bargaining unit Employee(s) who allege(s) personal harassment has occurred in violation of this Article. Such grievance(s) shall be initiated at Stage II of the grievance procedure as described in Article 38

E&OE

Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20

For the Union (COPE Local 378)

For the Employer (Tree Island Industries)



## COPE LOCAL 378 / Tree Island Industries - PROPOSALS 2015 Union U-Item Proposals

of this Agreement in which case the provisions of that Article shall apply except as expressly amended below.

(ii) Time Limits For Raising Grievance

A grievance concerning personal harassment must be initiated within one hundred eighty (180) calendar days of the complainant's awareness of the circumstances giving rise to the grievance. If, however, personal harassment is alleged with respect to any job selection, the matter must be grieved within thirty (30) calendar days of the date of receipt by an Employee of notice of his or her unsuccessful candidacy. These time limits may be extended at any time by mutual agreement between the Union and the Employer.

(iii) Processing The Grievance At Stage II

A grievance concerning personal harassment shall be heard at Stage II by the President of the Company, or his or her delegate, who will ensure that the alleged offender(s) is/are given notice of the substance of the grievance and the date, time and location of the hearing and an opportunity to attend, participate in and be represented at the hearing.

(iv) Authority Of Arbitrator

An arbitrator hearing a grievance under this Article shall have the authority to:

- uphold or dismiss the grievance; and/or
- return the issue to the President/CEO of the Employer to determine the appropriate disciplinary penalty; and
- retain jurisdiction to resolve any issues with respect to the imposition of any discipline or any other matter related to the case; and
- make such further orders as may be necessary to provide a final and binding resolution of the grievance.

E&OE

Signed off this 29<sup>th</sup> day of September 2015

For the Union (COPE Local 378)

For the Employer (Tree Island Industries)



**COPE LOCAL 378 / Tree Island Industries - PROPOSALS 2015**  
**Union U-Item Proposals**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> September 22, 2015	<b>Time:</b> 12:02 pm
UP 21	32.06	Amend	

**32.06 No Personal Search**

The Employer shall not undertake any search of either the person or the personal property or possessions of any Employee without that person's consent. ~~However, refusal to co-operate could result in an adverse inference being drawn.~~

E&OE

Signed off this 22<sup>nd</sup> day of September 2015

For the Union (COPE Local 378)

For the Employer (Tree Island Industries)



**COPE LOCAL 378 / Tree Island Industries - PROPOSALS 2015  
Union U-Item Proposals**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> September 22, 2015	<b>Time:</b> 4:41 pm
UP 22	33.01	<i>Amend</i>	

**33.01 Working Practices**

- a) It is the intent of the Parties to this Collective Agreement to conduct a safe operation.
- b) Working practices shall be governed by the regulations of the Province of British Columbia insofar as they apply.
- c) No Employee shall undertake any work which the Employee deems to be unsafe. Such incidents must be immediately reported, and investigated by the local management in consultation with the local Occupational Health and Safety Committee.
- d) No Employee shall be subject to discipline for legitimately acting in compliance with ~~Regulation 8.24 of the Worker's Compensation Board Industrial~~ **WorkSafeBC's Occupational** Health and Safety Regulations **(OHS)**.

E&OE  
Signed off this 22<sup>nd</sup> day of September 2015

For the Union (COPE Local 378)

For the Employer (Tree Island Industries)



**COPE LOCAL 378 / Tree Island Industries - PROPOSALS 2015  
Union U-Item Proposals**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> September 29, 2015	<b>Time:</b> 1:57 pm
UP 24/EC	Article 35	<i>Amend, Delete and renumber</i>	

**ARTICLE 35 – EMPLOYEE ASSISTANCE PROGRAM**

**35.01 Purpose**

- a) The purpose of the Employee Assistance Program shall be to ~~facilitate treatment for Employees whose attendance, job performance or behaviour while at work is being adversely affected by mental illness, substance abuse or other personal problems;~~ **offer professional assistance and support** through a process of problem identification, assessment, referral and treatment on a confidential basis.
- b) The purpose of the Employee Assistance Program shall also be to provide Employees with every opportunity under this Article to resolve problems of a personal nature which are adversely affecting their work attendance, job performance or behaviour while at work, ~~before any disciplinary or discharge action is taken by the Employer.~~

**35.02 Nature of Program**

The Employer shall provide an Employee Assistance Program using an independent, neutral third party to provide the service(s). The Employer shall provide each Employee and the Union with information on the program.

**35.03 Participation**

All Employees and their immediate family dependents, as defined by the EAP contract for services described in Clause 35.02 above, shall be eligible for participation in the Employee Assistance Program. An Employee may participate on a voluntary basis, ~~or mandatorily as described as Clause 35.04 below.~~

**35.04 Employer Initiated Referral**

~~An Employee may be referred to the Employee Assistance Program by the Employer as a result of deteriorating attendance or job performance or inappropriate behaviour while~~

E&OE

Signed off this

*Sept 29*

day of

*September*

20 *15*

For the Union (COPE Local 378)

For the Employer (Tree Island Industries)

*[Signature]*



**COPE LOCAL 378 / Tree Island Industries - PROPOSALS 2015**  
**Union U-Item Proposals**

~~at work, where it is believed that the cause of the problem is of a personal nature. Such referral must be made in the presence of a Union Representative.~~

**35.054 Privacy and Confidentiality**

- a) The Parties agree that the Employee Assistance Program shall not operate so as to invade the privacy of any Employee, except with the Employee's consent. ~~and where attendance, job performance or behaviour while at work is identified as a problem.~~
- b) All information related to an Employee's participation in the Employee Assistance Program will remain confidential and neither Party shall use the participation of an Employee as evidence in any arbitration.

**35.065 Funding**

All costs relating to maintaining of the Employee Assistance Program shall be borne by the Employer.

E&OE  
Signed off this 29th day of September 20

For the Union (COPE Local 378)

For the Employer (Tree Island Industries)

J. White



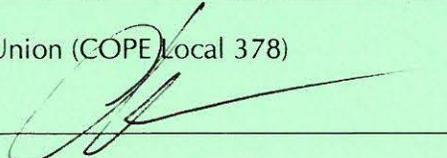
**COPE LOCAL 378 / Tree Island Industries - PROPOSALS 2015  
Union U-Item Proposals**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> September 22, 2015	<b>Time:</b> 4:29 pm
UP25 (v2)	36.01	<i>Amend</i>	

**36.01 Personnel Files**

- a) A personnel file shall be maintained by the Employer for each Employee in the bargaining unit. Such file shall contain all records and reports concerning the Employee's employment and work performance.
  
- b) No negative comment or report about any Employee shall be placed in any personnel file unless the Employee concerned is first given a copy of the information. Normal "administrative" records regarding such things as attendance absence balance report, benefits, payroll, etc., shall not be considered to be negative comments or reports.

E&OE  
Signed off this 29<sup>th</sup> day of September 2015

For the Union (COPE Local 378)  


For the Employer (Tree Island Industries)  




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Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date: September 22, 2015	Time: 12:08 pm
UP 26	37.03	<i>Amend</i>	

**37.03 Notice of Disciplinary Action**

The Employer shall provide the Employee with a statement clearly establishing the reasons for discipline or discharge at the time of taking such action. A copy of the statement shall also be provided by the Employer to the Union—and a copy to the employee before being placed on their personnel file.

E&OE  
Signed off this 22<sup>nd</sup> day of September 2015

For the Union (COPE Local 378)

For the Employer (Tree Island Industries)



**COPE LOCAL 378 / Tree Island Industries - PROPOSALS 2015  
Union U-Item Proposals**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> <b>October 27, 2015</b>	<b>Time: 6:16 pm</b>
UP 27	45.04	<i>Amend</i>	

**45.04 Extended Health Care Plan**

Prescription drug coverage at 100%, The Employer will provide a mutually acceptable Direct Pay Drug Plan, which will pay one hundred percent (100%) reimbursement for prescription drugs directly to the pharmacist without any payment being required of any Employee. The cost in full for this coverage, either on a single or family basis, as the case may be, shall be borne by the Employer.

Professional Services to be provided by an optometrist or medical practitioner for one (1) eye exam for a maximum of \$75.00 \$ 100.00 in a twenty-four (24) month period.

The Employer shall provide an Extended Health Care Plan which will pay in respect of each Employee and his or her spouse and dependents, subject to existing deductible and reimbursement levels, which shall not be diminished from the existing ~~Pacific Blue Cross~~ Standard Life plan, services including, but not limited to, the following:

- a) Hearing Aids – Five hundred (\$500.00) dollars every five (5) years, for each covered person;
- b) Vision Care – Will be covered at four hundred and fifty dollars (\$450.00) every twenty-four (24) months, non-deductible, for purchase of lenses and frames, or contact lenses for each covered person;
- c) Unlimited Lifetime Maximum – Unlimited Lifetime maximum.

E&OE  
Signed off this 27<sup>th</sup> day of October 2015

For the Union (COPE Local 378)

For the Employer (Tree Island Industries)



**COPE LOCAL 378 / Tree Island Industries - PROPOSALS 2015  
Union U-Item Proposals**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> October 27, 2015	<b>Time: 6:22 pm</b>
UP 28(v2)	45.05	<i>Amend</i>	

**45.05 Dental Plan**

The Employer shall provide a Dental Plan which will pay in respect of each Employee and his or her spouse and dependents, if any:

- a) Part A – Basic Services - 100% including composite fillings
- b) Part B – Major Services Such as Crowns, Bridges and Dentures, etc. - 75%
- c) Part C – Orthodontic Services – 50%, to a lifetime maximum of three thousand five hundred dollars (\$3500.00) dollars per covered person.

~~Effective October 1, 2002, Part C – Orthodontic Services – 50% to be increased to a lifetime maximum of three thousand five hundred dollars (\$3,500.00) per covered person.~~

E&OE

Signed off this 27<sup>th</sup> day of October 2015

For the Union (COPE Local 378)

For the Employer (Tree Island Industries)



**COPE LOCAL 378 / Tree Island Industries - PROPOSALS 2015  
Union U-Item Proposals**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> October 27, 2015	<b>Time</b> 6:09 pm
UP30 (v2)	Appendix "A"	New wage amounts – retroactive to October 1, 2015	

**APPENDIX "A" – SALARY SCHEDULE – ANNUAL SALARIES**

Amend all salary schedules by increasing annual salaries as follows:

- Effective October 1, 2015 - 2%
- Effective October 1, 2016 - 1%
- Effective October 1, 2017 - 1.25%
- Effective October 1, 2018 - 2%
- Effective October 1, 2019- 2%

E&OE  
Signed off this 27<sup>th</sup> day of October 2015

For the Union (COPE Local 378)

For the Employer (Tree Island Industries)



# COPE LOCAL 378 / Tree Island Industries - PROPOSALS 2015

## Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date: <i>09/29/15</i>	Time: <i>1:56 pm</i>
UP 31	APPENDIX B		

### APPENDIX B - VACATION DAYS ENTITLEMENTS SCHEDULE

MONTH	YR. 1	YR. 2	YR. 3	YR. 4	YR. 5	YR. 6	YR. 7	YR. 8	YR. 9	YR. 10	YR. 11	YR. 12	YR. 13	YR. 14	YR. 15	YR. 16	YR. 17	YR. 18
JAN.	10	10	15	15	20	20	20	20	20	20	20	25	25	25	25	25	30	30
FEB.	9	10	15	15	20	20	20	20	20	20	20	25	25	25	25	25	30	30
MARCH	8	10	14	15	19	20	20	20	20	20	20	24	25	25	25	25	29	30
APRIL	7	10	14	15	19	20	20	20	20	20	20	24	25	25	25	25	29	30
MAY	6	10	13	15	18	20	20	20	20	20	20	23	25	25	25	25	28	30
JUNE	5	10	13	15	18	20	20	20	20	20	20	23	25	25	25	25	28	30
JULY	5	10	13	15	18	20	20	20	20	20	20	23	25	25	25	25	28	30
AUG.	4	10	12	15	17	20	20	20	20	20	20	22	25	25	25	25	27	30
SEPT.	3	10	12	15	17	20	20	20	20	20	20	22	25	25	25	25	27	30
OCT.	2	10	11	15	16	20	20	20	20	20	20	21	25	25	25	25	26	30
NOV.	2	10	11	15	16	20	20	20	20	20	20	21	25	25	25	25	26	30
DEC.	1	10	11	15	16	20	20	20	20	20	20	21	25	25	25	25	26	30

E&OE

Signed off this *29th* *September* day of \_\_\_\_\_ *2015*

For the Union (COPE Local 378)

For the Employer (Tree Island Industries)

*J. White 09.29.15.*



**COPE LOCAL 378 / Tree Island Industries - PROPOSALS 2015  
Union U-Item Proposals**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> <i>Oct. 7-2015</i>	<b>Time:</b> <i>1:57 pm</i>
UP 32	15.07/LOU#7	<i>New and delete</i>	

**15.07 Pay During a Temporary Upgrade**

An Employee who is temporarily upgraded for ~~one (1) full working day~~ **two (2) consecutive hours** or more to work in a higher graded job per Appendix "A" shall receive five percent (5%) of his/her current base salary (converted to an hourly rate), for each grade increase relative to his/her current job grade, for each hour worked at the higher level work. No Employee, subsequent to the application of his/her upgrade formula, will receive less than the minimum or more than the maximum of the new salary range. For the purposes of this Clause 15.07, conversion to hourly rates shall be determined by dividing the Employee's annual salary per Appendix "A" by 2080.

E&OE  
Signed off this 7<sup>th</sup> day of October 2015.

For the Union (COPE Local 378)

For the Employer (Tree Island Industries)



**COPE LOCAL 378 / Tree Island Industries - PROPOSALS 2015  
Union U-Item Proposals**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> October 7, 2015	<b>Time:</b> 1:57 pm
UP 33	LOU#7	<i>Delete- incorporate into C/A</i>	

LETTER OF UNDERSTANDING No. 7

BETWEEN  
TREE ISLAND INDUSTRIES LTD.  
("Employer")  
AND  
CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION,  
LOCAL 378  
("Union")

**Re: Quality Assurance Personnel – Coverage for Part-time Regular Shift Supervisors**

With respect to the above cited matter, the Employer and the Union do hereby expressly and mutually agree as follows:

~~Effective the date of ratification and retroactive for twelve (12) pay periods prior to the date of ratification. Quality Assurance Employees who cover on weekends when a Part-time Regular Shift Supervisor is absent, shall receive a premium of \$9.75 (nine dollars seventy five cents) / hour for all hours of coverage. The premium will not be included in the calculation of overtime.~~

The provisions of Article 15.07 shall not apply to the above noted weekend coverage.

Signed at RICHMOND, B.C. this \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
Janine White  
Director, Human Resources

\_\_\_\_\_  
Brad Bastien  
Sr. Representative

\_\_\_\_\_  
Steve Ogden  
Vice President, Operations

\_\_\_\_\_  
Hani Dakkak  
Bargaining Committee

\_\_\_\_\_  
Ivo Herenda  
Director of Operations

\_\_\_\_\_  
Doug Howard  
Bargaining Committee

\_\_\_\_\_  
Christine Ramage  
Manager, Human Resources

E&OE  
Signed off this 7<sup>th</sup> day of October 2015

For the Union (COPE Local 378)

For the Employer (Tree Island Industries)



COPE LOCAL 378 / Tree Island Industries - PROPOSALS 2015  
Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date: September 22, 2015	Time: 4:41 pm
UP 34	33.07/LOU#8	New & Delete LOU	

33.07 Ergonomic Concerns

If any Employee or the Union has a concern about the workplace or work environment which is ergonomic in nature, the matter shall be addressed in accordance to the WorkSafeBC's Occupational Health and Safety Regulations (OHS).

E&OE  
Signed off this 22<sup>nd</sup> day of September 20 15

For the Union (COPE Local 378)

For the Employer (Tree Island Industries)



**COPE LOCAL 378 / Tree Island Industries - PROPOSALS 2015  
Union U-Item Proposals**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> September 22, 2015	<b>Time:</b> 12:18 pm
UP 35	LOU#8	<i>Delete</i>	

**LETTER OF UNDERSTANDING No. 8**

**BETWEEN  
TREE ISLAND INDUSTRIES LTD.  
("Employer")**

**AND  
CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION,  
LOCAL 378  
("Union")**

**Re: Resolving Ergonomic Concerns**

With respect to the above cited matter, the Employer and the Union ("the Parties") do hereby expressly and mutually agree as follows:

- (1) ~~If any Employee or the Union has a concern about the workplace or work environment which is ergonomic in nature, the matter should be referred to the Safety Committee under Article 33 of the Collective Agreement for resolution.~~
- (2) ~~This Letter of Understanding may be changed at any time by the written mutual agreement of the Employer and the Union.~~
- (3) ~~This Letter of Understanding shall be deemed to be incorporated into the Collective Agreement between the Employer and the Union as if set forth in full therein in writing and shall so apply.~~

**Signed at RICHMOND, B.C. this 20th day of SEPTEMBER, 2001**

FOR THE EMPLOYER \_\_\_\_\_ FOR THE UNION \_\_\_\_\_

"ORIGINAL SIGNED" \_\_\_\_\_ "ORIGINAL SIGNED" \_\_\_\_\_

E&OE  
Signed off this 22<sup>nd</sup> day of September 2015

For the Union (COPE Local 378)

For the Employer (Tree Island Industries)

\_\_\_\_\_  
*[Handwritten Signature]*

\_\_\_\_\_  
*[Handwritten Signature: J. Waite]*



**COPE LOCAL 378 / Tree Island Industries - PROPOSALS 2015  
Union U-Item Proposals**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> September 28, 2015	<b>Time:</b> 11:40 am
UP 36	LOU #7	DELETE	

**LETTER OF UNDERSTANDING No. 13**

**BETWEEN**  
**TREE ISLAND INDUSTRIES LTD.**  
 ("Employer")  
**AND**  
**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION,**  
**LOCAL 378**  
 ("Union")

**Re: Job Value Grievance**

With respect to the above cited subject matter, the Employer and the Union do expressly and mutually agree as follows:

1. An Alternate Dispute Resolution process may be employed to settle a dispute under Article 14.05—Job Value Grievance.
2. Both parties must agree to the format of the ADR process prior to proceeding.
3. The Employer and the Union agree to appoint a qualified person from Western Compensation and Benefits Consultants to facilitate a resolution to the dispute.
4. The fees and expenses of the Consultant shall be borne equally by the Parties.

**Signed at NEW WESTMINSTER, B.C. this 19th day of SEPTEMBER, 2007**

FOR THE EMPLOYER \_\_\_\_\_ FOR THE UNION \_\_\_\_\_

"ORIGINAL SIGNED" \_\_\_\_\_ "ORIGINAL SIGNED" \_\_\_\_\_

E&OE  
Signed off this 29th day of September 20 15

For the Union (COPE Local 378)

For the Employer (Tree Island Industries)

*[Handwritten Signature]*



COPE LOCAL 378 / Tree Island Industries - PROPOSALS 2015  
Union U-Item Proposals

Union			
Number	Affected Article/MOU	Date: September 28, 2015	Time: 3:13 pm
UP 37	22.06	DELETE- NO LONGER APPLICABLE	

~~22.06 New Employees~~

~~Employees in their first year of service may take vacation after six (6) months of service.~~

E&OE  
Signed off this 29 day of September 20 15

For the Union (COPE Local 378)

For the Employer (Tree Island Industries)



**COPE LOCAL 378 / Tree Island Industries - PROPOSALS 2015  
Union U-Item Proposals**

Union Counter			
Number	Affected Article	Date:	Time:
		September 22, 2015	4:35 pm
E1 Ucounter	- 9.05	amend to provide clarification	

**9.05 Salary Payment**

For each hour, or portion thereof, actually worked, each Part Time Regular Employee shall be paid, on a twice monthly basis, an hourly wage rate calculated as follows:

Base rate for the job per Appendix "A", divided by 2080

E&OE  
Signed off this 29th day of September 20 15

For the Union (COPE Local 378)

For the Employer (Tree Island Industries)



**COPE LOCAL 378 / Tree Island Industries - PROPOSALS 2015  
Employer E-Item Proposals**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b> September 29, 2015	<b>Time:</b> 5:16 pm
E 3	17.07/LOU 5	AMEND WITH SOME NEW LANGUAGE & DELETE LOU5	

**17.07 Starting Times Shift Work**

In addition to the shift schedule set out in Article 17.02, Employees in the Quality Assurance Department, MIS (Network Support) and Operational Shift Supervisors may be subject to shift work in the following schedules.

- a) Operational Shift Supervisors
  - i) Day Shift commencing between 06:00 and 09:30, Tuesday to Saturday
  - ii) Rotating Shifts (one (1) or two (2) weeks each shift), Monday to Friday with shifts commencing between:
    - Days – 06:00 and 09:30
    - Afternoons - 14:30 and 17:30
    - Graveyards - 22:30 and 01:30
  - iii) Notwithstanding ii) above:
 

The graveyard shift supervisor will start the first graveyard shift of the week at 22:00, with no overtime being incurred. The afternoon shift supervisor will finish the last afternoon shift of the week at 22:00, with no loss of earnings being incurred.
- b) Quality Assurance Department Continuous Rotation - Twelve hour continuous shift schedule in accordance with Appendix D.
- c) MIS (Network Support) - Monday, Thursday and Friday - 8 hours worked commencing between 06:00 and 09:30. Tuesday and Wednesday - 10 hours worked commencing between 06:00 and 09:30. Alternate Fridays off.
- d) **Shift Supervisors - Part Time Regular Employees**

E&OE  
Signed off this 29<sup>th</sup> day of September 2015

For the Union (COPE Local 378)

For the Employer (Tree Island Industries)



**COPE LOCAL 378 / Tree Island Industries - PROPOSALS 2015  
Employer E-Item Proposals**

- i) Weekend shift supervision may be provided with the use of Part Time Regular Employees as described in this Agreement. Part Time Regular Shift Supervisors will be subject to shift work within the following schedule.
- ii) Rotating shifts (1 weekend each shift, or alternatively, on a rotation schedule that is mutually agreed between the Employer and the Employee) Friday to Sunday with shifts commencing between:

	<u>Crew A</u>	<u>Crew B</u>
Friday	8:00 a.m. – 10:00 a.m.	10:00 p.m. – 11:00 p.m.
Saturday	6:00 a.m. - 8:00 a.m.	6:00 p.m. – 8:00 p.m.
Sunday	6:00 a.m. - 8:00 a.m.	6:00 p.m. – 8:00 p.m.

- iii) For the purpose of training, the provisions of Article 9.06 (a) shall not apply.
- iv) Quality Assurance Technicians or Shift Supervisors shall continue to provide weekend coverage when a Part Time Regular Shift Supervisor is absent.

E&OE  
Signed off this \_\_\_\_\_ day of \_\_\_\_\_ 20

For the Union (COPE Local 378)

For the Employer (Tree Island Industries)

*[Handwritten Signature]*



**COPE LOCAL 378 / Tree Island Industries - PROPOSALS 2015  
Employer E-Item Proposals**

Union			
Number	Affected Article/MOU	Date: September 28, 2015	Time:
E 4	19.02	<i>amend</i>	

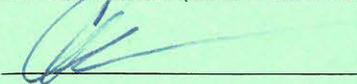
**19.02 Steam Generator Premium**

~~A Quality Assurance Technician with 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.~~

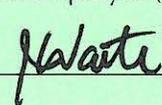
**Qualified and trained employees, who are required to operate the steam generators, shall be paid in addition to all other wage differentials, one dollar (\$1.00) per hour for all hours worked**

E&OE  
Signed off this 28th day of September 2015

For the Union (COPE Local 378)



For the Employer (Tree Island Industries)





**COPE LOCAL 378 / Tree Island Industries - PROPOSALS 2015  
Union U-Item Proposals**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
EP 6	LOU#5	<i>Delete - will be written as DELETED 20__ TO 20__</i>	

**LETTER OF UNDERSTANDING No. 5**

**BETWEEN**

**TREE ISLAND INDUSTRIES LTD.**

("Employer")

AND

**CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION,**

**LOCAL 378**

("Union")

**Re: Shift Supervisors — Part Time Regular Employees**

With respect to the above cited subject matter, the Employer and the Union do hereby expressly and mutually agree as follows:

Weekend shift supervision may be provided with the use of Part Time Regular Employees as described in this Agreement. Part Time Regular Shift Supervisors will be subject to shift work within the following schedule.

Rotating shifts (1 weekend each shift, or alternatively, on a rotation schedule that is mutually agreed between the Employer and the Employee) Friday to Sunday with shifts commencing between:

Crew A \_\_\_\_\_ Crew B \_\_\_\_\_

Friday	8:00 a.m.	10:00 a.m.	10:00 p.m.	11:00 p.m.
Saturday	6:00 a.m.	8:00 a.m.	6:00 p.m.	8:00 p.m.
Sunday	6:00 a.m.	8:00 a.m.	6:00 p.m.	8:00 p.m.

For the purpose of training, the provisions of Article 9.06 (a) shall not apply. Quality Assurance personnel shall continue to provide weekend coverage when a Part Time Regular Shift Supervisor is absent.

**Signed at RICHMOND, B.C. this 20<sup>th</sup> day of SEPTEMBER, 2001**

FOR THE EMPLOYER \_\_\_\_\_ FOR THE UNION \_\_\_\_\_

"ORIGINAL SIGNED" \_\_\_\_\_ "ORIGINAL SIGNED" \_\_\_\_\_

**\*As amended on March 11<sup>th</sup>, 2005**

E&OE  
Signed off this 29<sup>th</sup> day of September, 2015

For the Union (COPE Local 378)

For the Employer (Tree Island Industries)



**COPE LOCAL 378 / Tree Island Industries - PROPOSALS 2015  
Union U-Item Proposals**

<b>Union</b>			
<b>Number</b>	<b>Affected Article/MOU</b>	<b>Date:</b>	<b>Time:</b>
		<i>October 27, 2015</i>	<i>6:11 pm</i>
EP 7	LOU#14	<i>New</i>	

LETTER OF UNDERSTANDING No. 14

BETWEEN  
TREE ISLAND INDUSTRIES LTD.  
("Employer")  
AND  
CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION,  
LOCAL 378  
("Union")

**Re: Employee Incentive Plan**

In recognition of contributions made by all employees to overall growth, an incentive pay will be paid to employees on a yearly basis. This incentive pay shall be paid after the annual results have been released, and will be based on Richmond's annual sales volume that meets or exceeds 80% of the budgeted sales volumes for the preceding year. Accordingly, incentives shall be paid in accordance to the table:

YEAR	2016	2017	2018	2019
INCENTIVE AMOUNT	\$300.00	\$450.00	\$450.00	\$600.00
YEAR	2017	2018	2019	2020
INCENTATIVE PAID				

Sales Volume is defined as invoiced sales to customers.

In order for an employee to be eligible to receive the incentive pay, the employee must have worked six (6) complete months during the sales year being considered for the incentive and be an employee at the time of payout.

E&OE

Signed off this 27<sup>th</sup> day of October, 2015

For the Union (COPE Local 378)

For the Employer (Tree Island Industries)